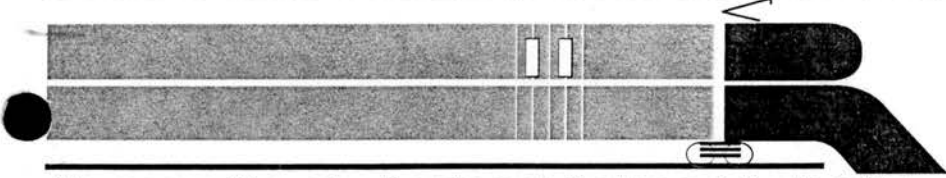




Ramsey County Regional Railroad Authority.
Records.

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Ramsey County Regional Railroad Authority

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

John T. Finley, Chairman
District 3

Dick Wedell, Vice Chairman
District 1

Warren W. Schaber, Secretary
District 6

Susan M. Haigh, Treasurer
District 4

Hal Norgard
District 7

Rafael E. Ortega
District 5

Brenda C. Thomas
District 2

AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, APRIL 25, 1995

10:00 AM - COUNCIL CHAMBERS - 3rd FLOOR COURTHOUSE

CHAIRMAN'S COMMENTS

1. * Minutes of the Ramsey County Regional Railroad Authority Board Meeting of April 11, 1995
2. Phalen Corridor project update
3. * In response to a request from the City of St. Paul Public Works Department to change the grade and remove soil from a portion of the Northeast Corridor right of way, authorize staff to draft an agreement to address issues relating to the request for review and approval by involved parties
4. Legislative update

* Action is requested

/

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
BOARD MEETING

April 11, 1995

The Ramsey County Regional Railroad Authority met on Tuesday, April 11, 1995, at 11:00 a.m., in Council Chambers.

MEMBERS PRESENT: Chairman John T. Finley
Commissioner Susan M. Haigh
Commissioner Rafael E. Ortega
Commissioner Brenda Thomas
Commissioner Warren Schaber (entered during item #2)

MEMBERS ABSENT: Commissioner Hal Norgard
Commissioner Dick Wedell

OTHERS PRESENT: Eddie Maddox, Robert Clarkson, Terry Schutten, Jim Van Houdt, Marlen Johnson, Karen Tero, Dave MacMillan, Darwin Lookingbill, Kathryn DeSpiegelaere, Dave Sipila, and Committee Coordinator Bette Kurysh.

Chairman Finley called the meeting to order at 11:45 a.m.

1. Minutes of the Ramsey County Regional Railroad Authority Board Meeting of February 28, 1995.

Commissioner Hal Norgard moved the following recommendation, seconded by Commissioner Rafael Ortega.

The Ramsey County Regional Railroad Authority approves the minutes of the Board Meeting of February 28, 1995, as written.

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

2. Legislative Update.

Ms. DeSpiegelaere said that bills continue to move through the Legislature. At the Joint Powers Board, there was discussion about the sales tax regarding the opt-service and why Commissioners outside of Hennepin and Ramsey Counties had reservations about the metro sales tax for transit.

Chairman Finley said that regarding the compromise bill, the Legislature went with a five cents gas tax increase for highways and a 1/2 sales tax increase for the purposes of transit. At the Joint Powers Board meeting, other county commissioners gave a perspective of other municipalities within the outlying areas in the

/

metropolitan area who have exercised their right under the statute to opt out of service being provided by the old MTC (Metropolitan Transit Commission). As a result, it was said that better service is being provided with the current amount of money, therefore, why participate in the 1/2 cent sales tax without a commitment as to how the money will be appropriated for those communities that are not serviced by the regular bus company. The communities that provide their own transit services want a piece of the pie before committing to any sales tax increase for the purpose of transit.

3. Phalen Corridor project update (deferred to April 25, 1995, RCRRA Board meeting)

4. Information on St. Louis conference

Ms. DeSpiegelaere said that Commissioners Haigh and Ortega, herself, and others attended the Midwest Light Rail Transit Conference in St. Louis, Missouri. Ms. DeSpiegelaere said that upon her return home she discovered a Star Tribune article indicating that light rail will not be built for approximately 20 years. During the course of the conference, Commissioner McLaughlin and she met with the Deputy Director of the Federal Transit Administration (FTA) and came upon information that contradicts the Star Tribune article. There is federal funding for rail projects and there are many cities seeking federal funding. Ms. DeSpiegelaere was informed to contact the Regional Administrator in Chicago.

Commissioner Schaber said that part of the problem is coming from the Metropolitan Council in that they are saying there is not enough money to run the buses much less worry about other transit issues. Commissioner Schaber was informed that light rail is not a top priority on the Metropolitan Council's list.

Commissioner Haigh reported that she was very impressed with the St. Louis team at the Midwest Light Rail Conference. It was a diverse group from different segments of the community. There was a lot of support from the private sector, which is a good indication of why they moved forward. St. Louis has a sharp lobbyist and the added benefit of two state congressional delegations with which to work.

Commissioner Haigh said that one of the financing options is to amend the investment tax credit law to allow for investment tax credit for funding of light rail projects. It would allow for a leverage lease purchase much in the way that the resource recovery facilities were funded and would allow for some private risk and investment. This is very creative and attractive because it brings in that segment of the business community that is needed to make it a success. They are anticipating that if they are successful with the passage of this legislation that it would reduce the federal share of funding from 80% to 40% for their projects. A basic tax benefit assessment, a scoring process, that shows it is a neutral revenue proposal. St. Louis has hired an accounting firm to put this proposal together.

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
April 11, 1995

Chairman Finley asked if the investment tax credit could also be applied to development around light rail?

Commissioner Haigh said they were not only trying to secure this in the rail right of way, but also the development area around the stations and the hubs.

Commissioner Haigh said it was very interesting to see the light rail system in St. Louis. Because of its location, you can see why there is limited economic development potential. It's basically a railroad right of way. Also interesting was the fact that the light rail system in St. Louis is a very lean, very economical operation.

Commissioner Ortega said that he felt the tax credit is a very creative idea. Commissioner Ortega asked what is meant by revenue neutral? Where is the money coming from to write this tax credit? Does it come from transportation money? In terms of the St. Louis light rail system, it's very impressive. Commissioner Ortega said he could see the Twin Cities area having a very lean system similar to the one in St. Louis.

Commissioner Ortega mentioned that San Antonio has an excellent bus system - one that is not going broke. It appears that in this state, it is bus vs. light rail. How can this be resolved as a complete transit system?

Chairman Finley said that is a good point. The Rail Authority has always taken the position that light rail is only part of the total transportation system. Based upon the experiences of other cities light rail has generated more revenue for the entire total system. None of the systems are self-supporting, but the largest costs are in the building of the highways. The bus system works very well if there is exclusive right of way, but the cost is in finding the room to build that right of way.

Commissioner Thomas asked if St. Louis is looking for 60% private investment?

Commissioner Haigh said approximately 40% private investment, 20% local, and 40% federal funding. What's interesting is that it is an attempt to respond to the current political climate in Washington with an effort of looking at privatization. The tax credit is a vehicle for accomplishing it. Light rail has been in a stage of limbo for so long that people are beginning to lose energy. This financing option will provide that energy for a different type of funding not relying on federal and state tax dollars. The Rail Authority needs to maintain open communications with St. Louis to see how it might work in this metro area.

Commissioner Thomas said that one of the reasons why this topic is left in limbo may be because of the practicality and usefulness of light rail as opposed to roads and the cost of each. Roads have a lot more utility and return for that investment.

Chairman Finley said that light rail is the least expensive alternative - there is no revenue generated on the highway system.

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

April 11, 1995

Page 4

Commissioner Thomas stated that except in facilitating people back and forth - that's what the roads do. They have total utilitarian application, which light rail and buses do not.

Commissioner Ortega said that regarding the tax credit, it is very creative and something that the County should look at. The question is if this is put up to the private market, people will say that the private sector dictates public policy. Would the private sector dictate where a line is built?

Chairman Finley said that this a good point. The investment would need to be packaged in the total system.

Commissioner Haigh said that another interesting point is that 80% of the St. Louis LRT riders had never taken the bus. St. Louis is doing a successful job at attracting new ridership.

Commissioner Schaber remarked that he has consistently heard favorable remarks regarding light rail transit. Until you actually experience LRT, it's difficult to believe that people who would never ride a bus are riding light rail systems.

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Killedpigeon
Authorized Signature

4/18/95
Date

Board Action Requested

Phalen Corridor project update

DISCUSSION ONLY

Request Justification

See attached information sheet.

A video will be shown at the meeting.

Budgeting and Accounting *Maureen Johnson 4/18/95*

County Attorney *Al Muntell*

Risk Manager _____

Documentation certified complete for:

April 25, 1995 *Bette Kurysh* 4/20/95
Board Date Signature Date

PHALEN CORRIDOR INITIATIVE: MAJOR POINTS

WHAT IS IT?

The Phalen Corridor Initiative is a community partnership to enhance, stabilize and sustain the economic, social and physical prosperity of the Phalen Corridor. At its core is the effort to transform an underutilized railroad corridor into a thriving 100-acre industrial park extending eastward from downtown Saint Paul to the Lake Phalen area.

WHY UNDERTAKE THIS EFFORT NOW?

1. Recent (last 10-15 years) socio-economic trends suggest that pockets of the East Side are rapidly dropping into poverty. Substantial, coordinated efforts are needed immediately.
2. There is now a substantial spirit of cooperation among residents, businesses, industry, City/County/State, non-profits and development corporations -- willing to contribute time and resources for a focused redevelopment proposal.

WHAT ARE THE PRIMARY OBJECTIVES OF THE INITIATIVE?

1. Attract new business and retain the existing business
2. Prepare East Side workers for new jobs and new technologies
3. Improve access from the Interstate to industrial sites
4. Continue to build/grow partnerships

WHAT KIND OF "OUTSIDE" HELP IS NEEDED

1. Assistance in funding for contaminated soil cleanup
2. Funding for construction of Phalen Road
3. Funding and expertise in preparing and technically training the East Side workforce
4. Funding for home equity opportunities and housing rehabilitation

WHAT IS THE TIMELINE FOR THE INITIATIVE?

1. Phase I(1995-1997) Completion of contamination soils analysis/preparation of action plan with Pollution Control Agency for cleanup; cleanup of 20% of the land; initial development of industry; minor transportation improvements and new bus service plan implemented
2. Phase II(1998-2000) Cleanup of 65% of the land, industrial development of 35% of the land; begin construction of the roadway
3. Phase III(2001-2005) Cleanup of 95% of the land, industrial development of 75% of the land; roadway and other infrastructure complete

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY
K. DeSpiegelaere
Authorized Signature
4/18/95
Date

Board Action Requested

In response to a request from the City of St. Paul Public Works Dept. to change the grade and remove soil from a portion of Northeast Corridor right of way, authorize staff to draft an agreement to address issues relating to the request for review and approval by involved parties.

ACTION IS REQUESTED

Request Justification

See attached:

- 1) Proposed resolution
- 2) Memorandum from K. DeSpiegelaere with attachments

Budgeting and Accounting Mark Johnson 4/18/95
County Attorney Dick Moore
Risk Manager _____

Documentation certified complete for:

April 25, 1995 Bothe Kurysh 4/20/95
Board Date Signature Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

WHEREAS, The City of St. Paul Public Works Department has requested the removal of soil and changing of the grade owned by Ramsey County Regional Railroad Authority between Johnson Parkway and Arlington Avenue; and

WHEREAS, The right of way is the location of a trail to be constructed by Ramsey County Parks Department to complement other segments of trail already constructed; and

WHEREAS, Prosperity Avenue and Maryland Avenue in the vicinity of this site are county state aid highways; and

WHEREAS, Coordination of issues to be addressed in granting this request has occurred with Ramsey County Parks and Recreation and Ramsey County Public Works Departments; Now, Therefore, Be It

RESOLVED, That Ramsey County Regional Railroad Authority staff is authorized to develop an agreement that includes, but is not limited to, addressing the following items:

- Light rail transit
- Termini
- Soil conditions
- Wetland plans
- Maximum grades
- Affected property owners
- Costs
- Johnson Parkway
- At-grade crossings
- LRT station
- Restrictions with federal funds
- Staging

and Be It Further

RESOLVED, That the agreement that is developed should be reviewed and approved by:

- The Board of Ramsey County Regional Railroad Authority
- Minnesota Department of Transportation
- St. Paul Parks Department
- St. Paul City Council and Mayor
- Ramsey County Parks and Recreation Department
- Board of Ramsey County Commissioners.

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary

John T. Finley, Chairman
District 3

Dick Wedell, Vice Chairman
District 1

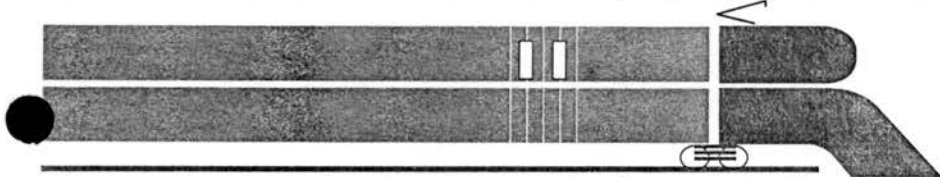
Warren W. Schaber, Secretary
District 6

Susan M. Haigh, Treasurer
District 4

Hal Norgard
District 7

Rafael E. Ortega
District 5

Brenda C. Thomas
District 2



Ramsey County Regional Railroad Authority

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

MEMORANDUM

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

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

SUBJECT: Request from City of St. Paul to change the grade and
remove soil from section of Northeast Corridor right of
way

DATE: April 18, 1995

The City of St. Paul Public Works Department has requested removal of soil and changing of the grade owned by Ramsey County Regional Railroad Authority between Johnson Parkway and Arlington Avenue. This area is illustrated in Attachment 1. The letter of request from Stacy Becker, Director of St. Paul Public Works Department, is Attachment 2.

Background:

This property was part of a purchase from Burlington Northern by Ramsey County Regional Railroad Authority in 1992. Ramsey County purchased 6.5 miles of right of way between Kellogg Boulevard and Beam Avenue.

The Northeast Corridor Light Rail Transit Alignment Study, adopted by Ramsey County Regional Railroad Authority, designates this right of way as one of two potential locations for light rail transit. The other alternative for LRT is I-35E, and St. Paul staff has in the past opposed LRT in freeway alignments. The Northeast Corridor is not the highest potential corridor for light rail transit and it is likely that LRT in this area is at least ten years in the future. Direction given by RCRRA to staff has been to ensure that the corridor is preserved for light rail transit use in the future.

The purchase of the right of way was accomplished with half property tax levy funding and the remaining half was supplied by the Minnesota Department of Transportation State Rail Bank funds. Because of the financing, Mn/DOT has an interest in the property, and would be consulted about an agreement that is developed pertaining to removal of soils from the area.

Ramsey County Regional Railroad Authority, Ramsey County, and the City of St. Paul have signed a joint powers agreement addressing the entire right of way and an easement for trail use will be brought to the City and County in the next month. The Parks and Recreation Departments of St. Paul and Ramsey County are developing trails along the right of way from Kellogg Boulevard to Beam Avenue. At this point in time, the trail does not yet extend between Johnson Parkway and Frost Avenue. The master plan adopted by Ramsey County and the City of St. Paul for the trail does include this section, however. An application for federal funds to construct the trail in 1998 in this location has been completed and is being reviewed through the Transportation Advisory Board at the Metropolitan Council. A letter from Greg Mack relating to the Parks issues is Attachment 3.

The response to the City Public Works Department request has also been coordinated with Ramsey County Public Works Department. Paul Kirkwold's response is Attachment 4.

Reasons for Request:

According to the letter from Stacy Becker, the request for changing the grade of the right of way is being made for two primary reasons:

- (1) To use the fill for three projects, two of them private, in the vicinity, and
- (2) To provide for an at-grade LRT station and crossing at Maryland Avenue.

Although the letter does not indicate these as primary reasons for requesting the grade change/soil removal, previous discussions have referenced wetland restoration on either side of the RCRRA right of way and "opening of the viewscape" as primary benefits of the modification. According to a March 14 memo from Allan Torstenson (Attachment 5), the Phalen Village Small Area Plan, which has not yet been adopted by the City, and extends only to Ivy, not northerly to Arlington, recommends removal of the railroad berm to the level of Maryland Avenue and Johnson Parkway to:

Create a stronger connection between Phalen Village and its primary asset, Phalen Park/Lake Phalen, and thus enhance property values, create a stronger market for redevelopment/reinvestment in both Phalen Village housing and the commercial area, and build community stability.

Provide for an at-grade LRT station immediately south of Maryland, with good pedestrian and bicycle access, good access for transfers from buses, and direct connections to the Phalen Village commercial core.

Physical Characteristics:

The right of way owned by Ramsey County Regional Railroad Authority is 100 feet wide. Slides illustrating the area will be shown at the Regional Railroad Authority meeting.

The property on either side of the berm is not a uniform elevation.

Some areas on the berm are heavily wooded with plant materials. Some areas have trees and other vegetation on the property next to RCRRRA right of way.

Advantages/Disadvantages for light rail transit:

Advantages to LRT if the grade change is allowed:

The bridges at Maryland and Arlington have been removed. The bridge at Johnson Parkway remains. Its suitability for LRT has not been assessed. If the grade is not changed, new bridges would have to be constructed over Maryland and Arlington for LRT when it is constructed.

The grade change would allow direct access by passengers to LRT from the street level. This advantage is viewed more favorably by St. Paul planning staff than Ramsey County Regional Railroad Authority staff. Rail systems in other cities operate well with grade-separated stations. Examples: Union Station in St. Louis and Washington D.C. National Airport. Rail stations in residential and commercial areas in many cities are at different grades than the surrounding area.

Disadvantages to LRT if the grade change is allowed:

From an operational standpoint, it is preferable to have LRT in its own right of way to minimize conflicts with other vehicles. Maryland Avenue is narrow and has a high volume of traffic. A grade-separated crossing would be preferable from a safety and traffic perspective.

Although operating LRT at grade between Johnson Parkway and Arlington Avenue is possible, it may increase objections from neighbors to its construction because of aesthetic and noise concerns.

LRT travels at speeds of 55 miles per hour maximum. Having LRT crossing streets at grade, even though the crossing would be gated, may slow its speed through this area, and may require the sounding of warning horns or bells. Decreasing speed increases operating costs for the overall system.

It would be less costly to lower the grade when LRT is constructed than it would be to raise the grade when LRT is constructed, if it is determined that the current grade is more desirable.

Recommendation:

Removal of the soil and changing the grade of the right of way in a portion of this area would not preclude operation of light rail transit on the right of way.

Because of the lengthy time before LRT may be implemented in this location and the ability to operate LRT even if the grade of the right of way is modified, and in the interest of a cooperative relationship with the City of St. Paul, removal of the soil is recommended if an agreement can be reached to address issues of Ramsey County Regional Railroad Authority relative to the soil removal.

The procedure recommended is that staff be authorized to develop an agreement to be reviewed and approved by:

Board of Ramsey County Regional Railroad Authority
Minnesota Department of Transportation
St. Paul City Council and Mayor
Board of Ramsey County Commissioners
St. Paul Parks Department
St. Paul Public Works Department
Ramsey County Parks Department
Ramsey County Public Works Department

Areas to be addressed in the agreement should include both the items in the letter from Stacy Becker and additional items, including but not limited to:

Light rail transit -- Reaffirmation of the potential light rail transit line on this right of way would be part of the agreement.

Termini -- The specific areas where soil is to be removed will need to be discussed. There is likely to be more soil in the right of way between Arlington and Johnson Parkway area than necessary for the projects mentioned in Stacy Becker's letter. In addition, there may be areas of the right of way, such as north of Maryland, where it is preferable from a Parks Department perspective and other perspectives for the berm to remain as is in perpetuity.

Soil conditions -- It would be necessary to test for contaminated soil, ascertaining suitability of soil which would remain for light rail transit and trail construction and specify conditions of restoration of area where soil is removed.

Wetland plans -- The agreement should specify the necessity of no interference with short- and long-term uses of the right of way for trail and LRT.

Maximum grades -- Maximum grades for light rail transit and for trail use should be specified. A grading plan review and approval should be required.

Affected property owners -- Contacts before modifications to RCRRA right of way would need to be made with each affected property owner jointly by St. Paul and RCRRA staff.

Costs -- Assignment of costs for removal and restoration will need discussion as will the charge RCRRA would request for the fill -- based on quantity and quality, and based on an assessment of fair market value.

Johnson Parkway -- Conditions for removal of the bridge would need resolution.

At-grade crossings -- This is one of the major issues for Ramsey County Regional Railroad Authority. There would need to be assurances that at-grade crossings for trail (short and long term) and light rail (long term) are acceptable from safety and operating perspectives.

LRT station -- Provision of space for an LRT station, auto pickup and drop-off and bus interchange with LRT at Maryland would need to be assured.

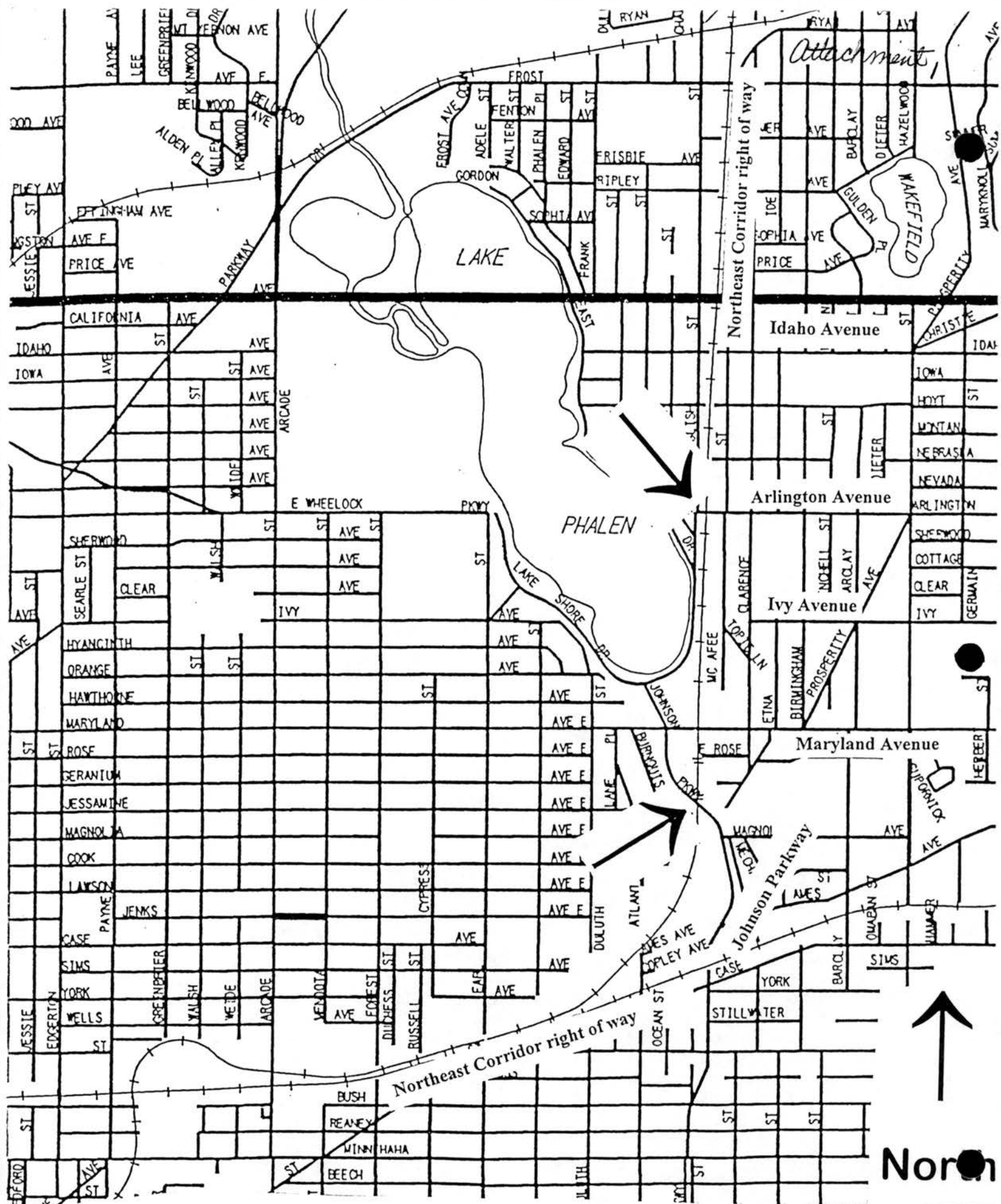
Restrictions with federal funds -- 4(f) and 6(f) issues come into play if federal funds are used for recreational purposes. If legal research is needed on this item, it should be accomplished and documented for the agreement.

Staging -- The timing for removal of portions of fill would need to be discussed.

Timing:

The projects that would use a portion of the soil are proposed for construction this summer. Although RCRRA staff would make every effort to meet the timeline, the complexity of issues and the number of jurisdictions involved may result in this matter not being resolved within the timeframe when the fill is needed.

KD/blk



AREA OF REQUEST FOR SOIL REMOVAL AND GRADE CHANGE



CITY OF SAINT PAUL

Norm Coleman, Mayor

600 City Hall Annex
Saint Paul, MN 55102

Telephone: 612-266-6070
Facsimile: 612-292-7857

April 4, 1995

Kathryn DeSpiegelaere
Director of Light Rail Transit Planning
Ramsey County Regional Railroad Authority
665 Ramsey County Government Center-West
50 West Kellogg Boulevard
St. Paul, Minnesota 55102

Dear Kathy:

RE: Phalen Village Railroad Berm Removal

This is written to request use of the RCRRA-owned railroad berm in the Phalen Village area as a source of fill for the Prosperity Realignment Project at the intersection of Prosperity Avenue and Maryland Avenue. Prosperity will be a Ramsey County road. The realignment project is being undertaken by the City this summer to coordinate with two private development projects: Health East construction of a 12,000 sq. ft. clinic on the SW corner of the new Prosperity-Maryland intersection, and a new 13,500 sq. ft. Walgreens drug store on the NW corner of the intersection. The private developers of both of these projects are also interested in use of the berm as a source of needed fill.

About 18,000 cubic yards of fill are needed for the Prosperity Realignment project. We understand that an additional 20,000 cubic yards of fill are needed for the Health East/Phalen Clinic project, and about 10,000 cubic yards of fill are needed for the Walgreens Drugstore project. Construction for these three projects is planned to begin in June 1995 and be complete by October 1995.

While I understand St. Paul staff have responded verbally to specific concerns about removal of the railroad berm you raised at a January 18, 1994, meeting with City and RCRRA staff and again at a March 14, 1995, meeting with Commissioner Schaber, it may be useful to respond to each of them again here:

Issue 1: Any actions which would preclude the development of LRT on this property are not acceptable, and any proposal must allow LRT to be accommodated on the property at no additional cost to RCRRA.

RESPONSE: The City supports LRT and does not intend to take any action to preclude or increase the cost of its eventual construction. Removal of the berm would provide for

development of LRT on this property in a way that best supports local redevelopment efforts, makes the most of local redevelopment efforts for the success of LRT, and substantially *reduces* the cost to RCRRA of development of LRT in this area.

The need to construct new bridges for LRT over Maryland and Arlington, which could be the most costly part of LRT development in this area, would be eliminated (see *Issue 8*). My staff estimates these bridges would cost roughly \$4 million; gated crossings at Arlington, Maryland and Johnson would cost roughly \$500,000, a savings of about \$3.5 million. Gated crossings would also save the cost of eventually having to replace the old concrete bridge over Johnson Parkway, and would save the cost of difficult and expensive handicapped access to a station on top of the berm. Removal of the berm would provide for an at-grade LRT station immediately south of Maryland, with good pedestrian and bicycle access, good access for transfers from buses, and direct connections to the Phalen Village commercial core.

If the old railroad bridge over Johnson Parkway remains, the slope down to an at-grade station would be within the grade requirements for LRT. This is relatively easy because Johnson Parkway dips down to go under the railroad bridge; there isn't much grade difference to make up. The slope could be the same as that required for the interim trail use of the right-of-way.

Issue 2: If a wetland is established on the property, it will be very difficult (impossible) to use the same for any other purpose in the future.

RESPONSE: A wetland will *not* be established on the RCRRA right-of-way. We are planning to begin a project this summer to restore wetland areas on City-owned property along the RCRRA-owned right-of-way just north of Maryland. Because of the hydrology of the area, stormwater currently flows from the area east of the berm to a storm sewer west of the berm via a pipe under the berm. This will continue, and an additional pipe under the RCRRA right-of-way may be needed. The RCRRA right-of-way will not be affected by the wetland restoration project in any other way.

The purpose of the wetland restoration project is to restore the site's natural stormwater cleaning function, reduce nonpoint source pollution, enhance wildlife habitat and stormwater detention, expand our understanding of how to achieve biodiversity in restored wetlands, and provide an environmental education resource. It will create a neighborhood signature amenity and a stronger connection between Phalen Village and its primary asset, Lake Phalen/Phalen Park, and thus enhance property values, create a stronger market for redevelopment/reinvestment in both Phalen Village housing and the commercial area, build community stability, and create a beautiful corridor for LRT. Housing and commercial reinvestment, and the stability of the area, are crucial for making the most of eventual investment in LRT. Removal of the berm would help to make the most of our investment in the wetland project as an asset to spur reinvestment in the area.

8

Issue 3: Will the establishment of a wetland on the property create restrictions for LRT to use its right-of-way under 4(f) and 6(f) provisions of federal law?

RESPONSE: This is *not* an issue because a wetland will *not* be established on the RCRRA property.

Issue 4: How will the removal of the berm in this area affect the topography of the corridor as a whole? Will the berm areas to the north and south of the small area plan also be removed?

RESPONSE: If LRT is to cross Johnson and Arlington at grade, then the berm would have to be regraded both south of Johnson and north of Arlington to meet the LRT requirement for grades less than 6%. Currently, the berm gradually disappears going a few hundred feet south from Johnson and going a few hundred feet north from Arlington.

Until LRT is developed in this corridor, the right-of-way will be used for a bike trail, and grading the corridor more for this interim use than for final LRT use may be appropriate. This is something that Public Works and RCRRA staff should perhaps discuss with St. Paul and Ramsey County Parks staff working on the bike trail.

St. Paul Parks staff are planning summer 1995 construction of a bike trail that would use the existing bridge over Johnson Parkway and gradually go down to grade north of Johnson. Our use of the berm for fill should be coordinated with this trail project, and could perhaps reduce the cost of trail development in this area.

Ramsey County Parks staff recently submitted an application for federal ISTEA funding for a continuation of this trail north from Johnson Parkway to Frost in 1997. Their proposal includes the possibility of bike bridges over Maryland and Arlington that would be removed when LRT is built. Use of the berm for fill and regrading of the RCRRA right-of-way should be coordinated with this trail project. When LRT is built, the trail will no longer be able to use the bridge over Johnson Parkway, and any bike bridges over Maryland and Arlington would have to be moved or removed. If LRT and a trail were both to be built in the right-of-way with the berm in place, substantial fill and retaining walls as well as several new bridges would be required, all at very high cost. Without the berm, those costs would be avoided.

When we cut through the berm in two different places to install new storm sewers a couple of years ago, we found the berm to be made up of good granular fill. It is the kind of fill that would be useful for the Prosperity Realignment, Phalen Clinic, and Walgreens Drugstore projects this summer. It is also the kind of fill that should be easy to sell if more must be removed for final LRT grades in the future.

Issue 5: How will the removal of the berm (and two bridges over Johnson and Maryland) affect proposed travel times for LRT? Will there be any added safety or liability issues incurred if this is done?

RESPONSE: North bound LRT trains coming out of an LRT station immediately south of Maryland could be delayed about 4 to 8 seconds (enough time for pedestrians to clear the track). For south-bound crossings at Maryland and for all LRT crossings at Arlington and Johnson, the gates could be timed so that LRT would cross at full speed under normal circumstances. Emergency vehicles could occasionally preempt the signals and gates.

There are liability issues associated both with bridges and with at-grade crossings, with no particularly significant cumulative difference. We have approved Preliminary Design Plans for LRT in the Central Corridor that include a number of at-grade crossings (some at streets with far higher traffic volumes and more complex traffic movements than Arlington, Johnson, and Maryland), and that also include some grade-separated crossings.

Issue 6: Will the removal of the berm impact maintenance responsibilities for RCRRA?

RESPONSE: Removal of the berm and construction of LRT at-grade would eliminate the cost of maintaining three bridges, as well as the high cost of building 2 to 3 new bridges in the first place. Removal of the berm will not have significant impact on maintenance responsibilities in the shorter term, before LRT is built, although it should be somewhat easier to maintain flat property than the steep slopes of the berm.

Issue 7: Will the removal of the berm, bridges, and required alterations to other portions of the corridor make LRT less acceptable to adjoining property owners?

RESPONSE: Neighborhood representatives who live on property adjoining the berm have indicated that removal of the berm would make LRT *more* acceptable to adjoining property owners. They have indicated concern about people looking down into their yards and homes from the berm.

Issue 8: At-grade crossings of LRT are an issue. A memo from St. Paul Public Works staff was requested by RCRRA to address the street crossings.

RESPONSE: While grade-separated LRT crossings of Maryland Avenue, Johnson Parkway and Arlington Avenue would be more desirable from a safety and traffic flow point of view, based on what we know about traffic volumes and movements in this area, and what we expect for LRT, at-grade crossings would be acceptable.

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North of Arlington, LRT is planned to have at-grade crossings of streets such as Larpenteur and Frost. In the Central Corridor, LRT is planned to have an at-grade crossing of the intersection of John Ireland Boulevard/Rice Street/ 12th Street/St. Anthony Avenue, an intersection with very complex traffic movements and a traffic volume in the neighborhood of 20,000 vehicles per day. It is also planned to cross University Avenue at-grade just west of Highway 280 where there are about 24,000 vehicles per day. There are about 15,000 vehicles per day where LRT would cross Maryland, 7000 vehicles per day where LRT would cross Johnson Parkway, and 3500 vehicles per day on Arlington; none of these streets have any unusual traffic movements where LRT would cross.

Compared with the Central Corridor, LRT in the Northeast Corridor would have relatively low frequency. Headways in the Northeast Corridor will likely never be shorter than 15 minutes, or 1 crossing every 7 1/2 minutes at the most. Fifteen minute headways are likely to occur only during peak periods. A two to three car LRT train would take only a few seconds to cross a street. With the relatively low frequency of LRT in this corridor, and with moderate traffic volumes on streets it would cross, grade separated crossings do not need to be a priority. After reviewing the issues that pertain to this specific area, it appears that at-grade crossings provide enough benefits to this area and the City to allow Public Works to support the at-grade crossings at these locations.

Issue 9: A bus hub on Maryland should be integrated with LRT.

RESPONSE: Bus routes in this area currently come together at the intersection of Prosperity and Maryland. During the relatively long interim period until LRT is built, this is the where most transfers will take place and is the most appropriate place for relatively modest transit infrastructure investments such as bus shelters.

When LRT is built, bus routes will be modified to connect with the LRT station. An at-grade station would help provide for convenient access for transfers to and from buses. Maryland is the area's primary bus route, and a pull-out could be added to Maryland adjacent to the LRT station so east-bound buses could stop for convenient bus-LRT transfers. West-bound buses could pull off of Maryland to an access road parallel to the station (see attached "Conceptual Plan" contained in the draft Phalen Village Small Area Plan) so that passengers could transfer without crossing traffic.

The proposed realignment of Prosperity is a long-standing goal formally adopted by the City Council in 1979 as part of Comprehensive Plan elements for Streets and Highways (pp. 1, 21) and for District 2 (pp. 12-13). The Transit Plan element of the St. Paul Comprehensive Plan, adopted by the City Council in 1981, calls for further evaluation of LRT in the Northeast Corridor (p. 15); it makes no recommendation as to whether LRT should come through the Phalen Village area at-grade or on the berm (either would be generally consistent with the Transit Plan). Principal St. Paul goals for LRT

Kathryn DeSpiegelaere

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April 4, 1995

are to support local development goals and opportunities, to be a catalyst for development and revitalization, and to strengthen neighborhoods (Transit Plan, p. 14; City Council Resolution 91-310). To help to meet these goals in the Phalen Village area, removal of the berm is strongly supported by the District 2 Community Council and by Councilmember Grimm.

The most cost-effective way to remove the berm is to use it as a source of convenient fill for nearby projects over time so that when LRT is constructed an appropriately graded right-of-way will already be available to accommodate an at-grade LRT station immediately south of Maryland. Use of the berm as a source of fill for the Walgreens, Phalen Clinic and Prosperity realignment projects this summer would go a long way toward achieving that end. It would reduce the cost of future LRT construction while also reducing the cost of obtaining fill needed for these projects.

Removal of the berm should be staged and coordinated with bike trail development over Johnson Parkway this summer, and therefore the southern termini of berm removal at this time should be Johnson Parkway. The berm could be regraded so the trail would gradually slope down to grade north of the bridge over Johnson Parkway, and coordination of these projects could reduce the cost of trail development in this area.

Because Johnson Parkway dips down to go under the railroad bridge, most of the remaining berm near Johnson Parkway could be used to fill in the dip in Johnson Parkway and achieve an even grade in this area sometime in the future when LRT is built, when the Johnson-Prosperity intersection is rebuilt, or when Phalen Boulevard is connected to the Johnson-Prosperity intersection.

Going north from Johnson Parkway, berm removal should be coordinated with the Ramsey County Parks bike trail project, both in staging and grading. If the bike trail bridges over Arlington and then slopes down to grade, for example, the northern termini of berm removal at this time should probably be Arlington. The remaining berm, which gradually returns to grade in the three blocks north of Arlington, could be removed and sold for fill anytime before LRT is built.

In determining the amount of fill to be removed between Arlington and Johnson in the next couple of years, grades desired for the bike trail project should be considered. If the berm is removed all the way down to the grade of Maryland, Johnson and Arlington (roughly 100 sq. yards in the cross section), the three projects needing fill this summer would use roughly half of the berm between Arlington and Johnson. However, removing somewhat less of the berm (not all the way down to the eventual LRT grade) is probably more desirable for the trail projects (needs to be coordinated with City and County Parks). If removal of more of the berm is desired before construction of the trail north of Johnson Parkway in 1997-1998, it is likely that additional fill will be needed by other Phalen Village area projects such as stage 2 of the Prosperity realignment, housing redevelopment just east of the berm, and additional commercial redevelopment along Maryland and Rose.

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Kathryn DeSpiegelaere
Page 7
April 4, 1995

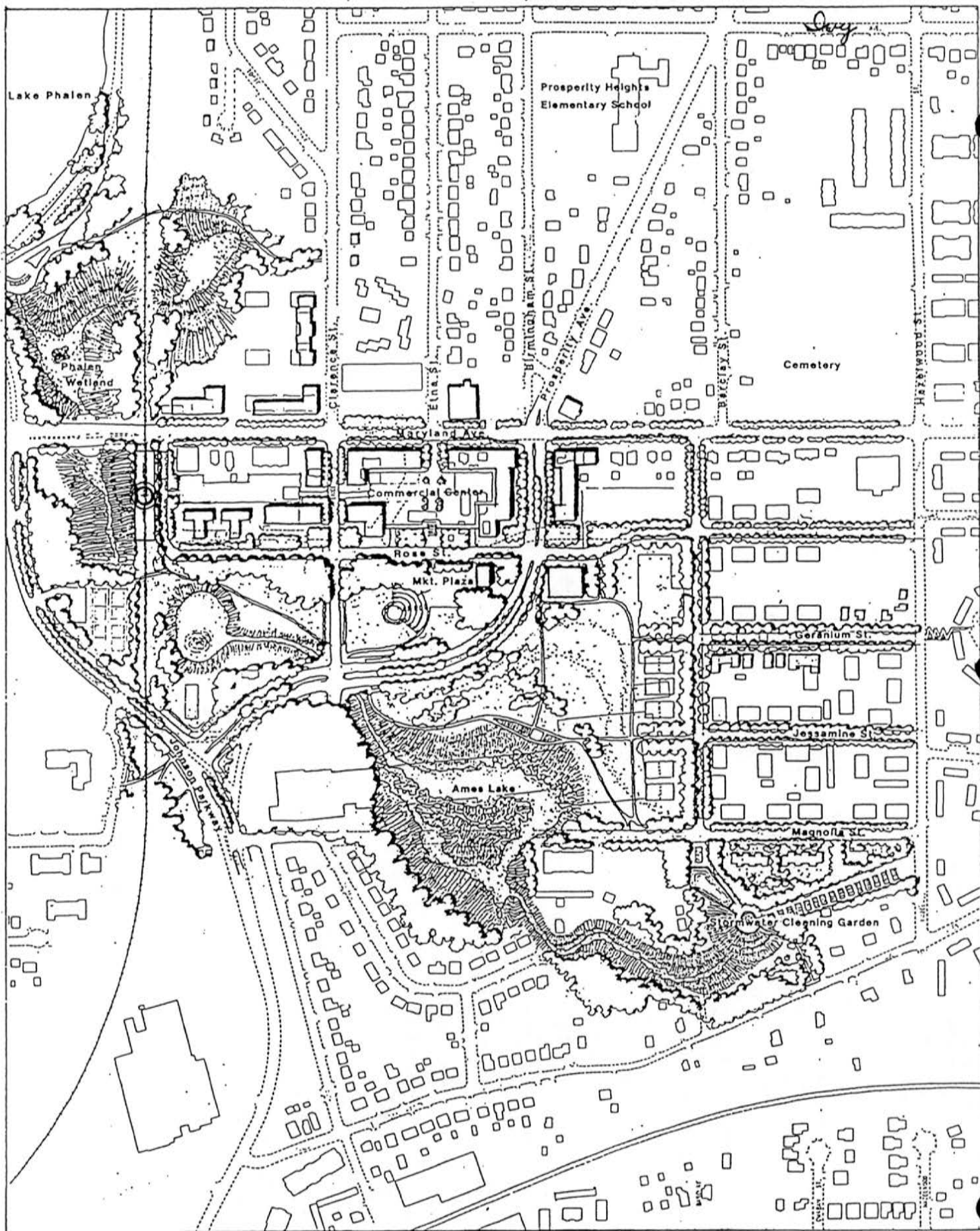
I appreciate your willingness to prepare an agreement to be reviewed by the City and Regional Railroad Authority in response to this request to use the RCRRA-owned railroad berm as a source of fill for the Prosperity Realignment Project. I believe we should move ahead with this as quickly as possible, and should at the same time meet with City and County Parks staff to coordinate berm removal with the bike trail projects. I hope I have adequately addressed your questions and concerns, and we can expedite this. Please let me know if you have any additional questions. Questions might also be directed to City staff involved: Allan Torstenson in the Planning Division, Mike Kassan in the Sewer Engineering Division (wetland project), and Paul St. Martin in the Street Engineering Division (Prosperity Realignment Project).

Sincerely,

Stacy Becker

Stacy Becker
Director of Public Works

cc: Mayor Norm Coleman
Councilmember Marie Grimm
Commissioner John Finley
Commissioner Warren Schaber
District 2 Community Council
North East Neighborhoods Devt. Corp.
Phalen Village Business Association
Larry Buegler, PED
Robert Piram, Parks



Phalen Village Small Area Plan
Conceptual Plan



Parks and Recreation Department

Gregory A. Mack, Director

2015 N. Van Dyke Street
Maplewood, MN 55109-3796

Tel: 612-777-1707
Fax: 612-777-6519

April 17, 1995

Ms. Kathryn DeSpiegelaere
Director of LRT Planning
Regional Railroad Authority
665 RCGC-West
50 West Kellogg Boulevard
St. Paul, Minnesota 55102

RE: Phalen Village Small Area Plan -- Berm Removal

Dear Kathy:

The joint powers agreement between the Ramsey County Regional Railroad Authority (RCRRA), Ramsey County and the city of St. Paul provides for ongoing use of the former Burlington Northern Railroad right of way owned by RCRRA for regional trail corridor purposes. The master plan for the Burlington Northern Regional Trail Corridor was adopted by the Ramsey County Board of Commissioners, the St. Paul City Council and the Metropolitan Council. The master plan provides for a continuous recreation and transportation trail that will ultimately extend from the Mississippi River to the northern Ramsey County line following the alignment of the former Burlington Northern Railroad right of way.

Based on the adopted master plan, Ramsey County secured a Federal Intermodal Surface Transportation and Efficiency Act (ISTEA) grant with a matching grant from the Metropolitan Council for construction of the trail segment between Frost and Beam avenues. Shortly after award of this grant, the city of St. Paul secured an ISTEA grant with a matching Metropolitan Council grant to construct the trail between East Seventh Street and Johnson Parkway. Both of the ISTEA grants were awarded based on the explicit understanding that there would be a continuous recreation and transportation trail pursuant to the approved master plan.

In early 1995, the Metropolitan Council solicited grant proposals for ISTEA enhancement projects for the funding period beginning in 1998. Ramsey County staff, in consultation with the St. Paul Parks and Recreation Division staff, submitted a proposal for an ISTEA grant for construction of the regional trail between Maryland and Frost avenues. The Metropolitan Council's Funding and Program Committee and Technical Advisory Committee have recommended that this project be funded with a ranking of 5th out of 11 projects recommended for funding. It is expected that a final funding determination on the project will occur in the summer of 1995.

Ms. DeSpiegelaere
April 17, 1995
Page 2 of 3

The ISTEA project, as proposed, continues the trail along the Burlington Northern Railroad right of way and includes grade-separated bridge crossings at Arlington and Maryland avenues. The Phalen Village Small Area Plan, as proposed for adoption by the St. Paul City Council, calls for revitalization of the area east of the intersection of Maryland Avenue and Johnson Parkway. One of the principle elements of the concept plan is reclamation of wetlands that were previously filled in the area to accommodate commercial and residential development. The concept also suggests that removal of a portion of the berm on the railroad right of way will improve views between the plan area and Lake Phalen. Attached is a copy of the concept plan.

On March 14, 1994, Commissioner Warren Schaber assembled a group of city and county staff, as well as Phalen area residents, to discuss the relationship between the railroad berm and the Phalen Village Small Area Plan. It was clear from that discussion that advocates for the Phalen Village Small Area Plan feel that removal of the berm in the vicinity of Maryland Avenue is a critical first step toward implementation of the small area plan.

On March 31, staff of the Ramsey County Regional Railroad Authority and the Parks and Recreation Departments of Ramsey County and the city of St. Paul conducted a field inspection of the Burlington Northern right of way within the planning limits of the Phalen Village Small Area Plan. Based on this field reconnaissance, it is our belief that a portion of the berm can be removed without negatively affecting the trail experience. However, in order for the trail to effectively serve transportation and recreation uses, deviations from the north-south railroad right-of-way alignment should be minimized. We believe a minor deviation from the railroad alignment in the area of Maryland Avenue is not inconsistent with the master plan or the commitments made in securing ISTEA funding for trail construction.

The city of St. Paul's ISTEA trail project, as designed, routes the trail off of the railroad right of way a few hundred feet north of Johnson Parkway. The trail is then routed north of the tennis courts following a northwest direction to the intersection of Maryland Avenue and Johnson Parkway. From this point, the trail crosses Maryland Avenue at the semiphore-controlled intersection and connects to the trail system on Lake Phalen.

Although the connection to the Lake Phalen trail system provides a quality recreational experience, the trail along the east shore of Lake Phalen does not fulfill the transportation objectives of the trail corridor. The Lake Phalen trail is congested with recreational trail uses, is a one-way system and has a northern terminus more than a half mile away from the Burlington Northern Corridor.

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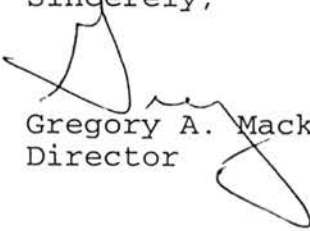
Ms. DeSpiegelaere
April 17, 1995
Page 3 of 3

The Burlington Northern Regional Trail could be routed around the proposed Phalen wetland (north of Maryland Avenue) and back to the original railroad right of way approximately 900 feet north of Maryland Avenue. Using this approach, much of the berm between a point approximately 500 feet south of Maryland Avenue (point where city trail section leaves railroad right of way) and extending to 900 feet north of Maryland Avenue could be removed. From a point approximately 900 feet north of Maryland Avenue, a portion of the berm would be removed in order to achieve a 5% grade between that point and Ivy Avenue. In the future, additional berm area can be removed beyond 500 feet south of Maryland Avenue when the intersection of Johnson Parkway and Prosperity Avenue is realigned and the railroad bridge at Johnson Parkway is removed.

Removal of the berm as described above, from a point 500 feet south of Maryland Avenue to 900 feet north of Maryland Avenue, accommodates implementation of the Phalen Village Small Area Plan. We estimate that the amount of material in the berm in this section is approximately what is required for the Prosperity Avenue reconstruction. However, given the topography of the land adjacent to the berm, complete removal of the berm is not desirable. Final grading will have to blend with adjacent land areas. The specific trail alignment in the vicinity of Maryland Avenue needs to be coordinated with the city of St. Paul Parks and Recreation Division to assure compatibility with surrounding land area, future wetland restoration activity and other trails in the area.

Thank you for the opportunity to review and comment on the proposed berm removal. I believe that removal of a portion of the berm as described above will enable the city of St. Paul to proceed with implementation of the small area plan without compromising the recreational and transportation functions of the Burlington Northern Regional Trail Corridor.

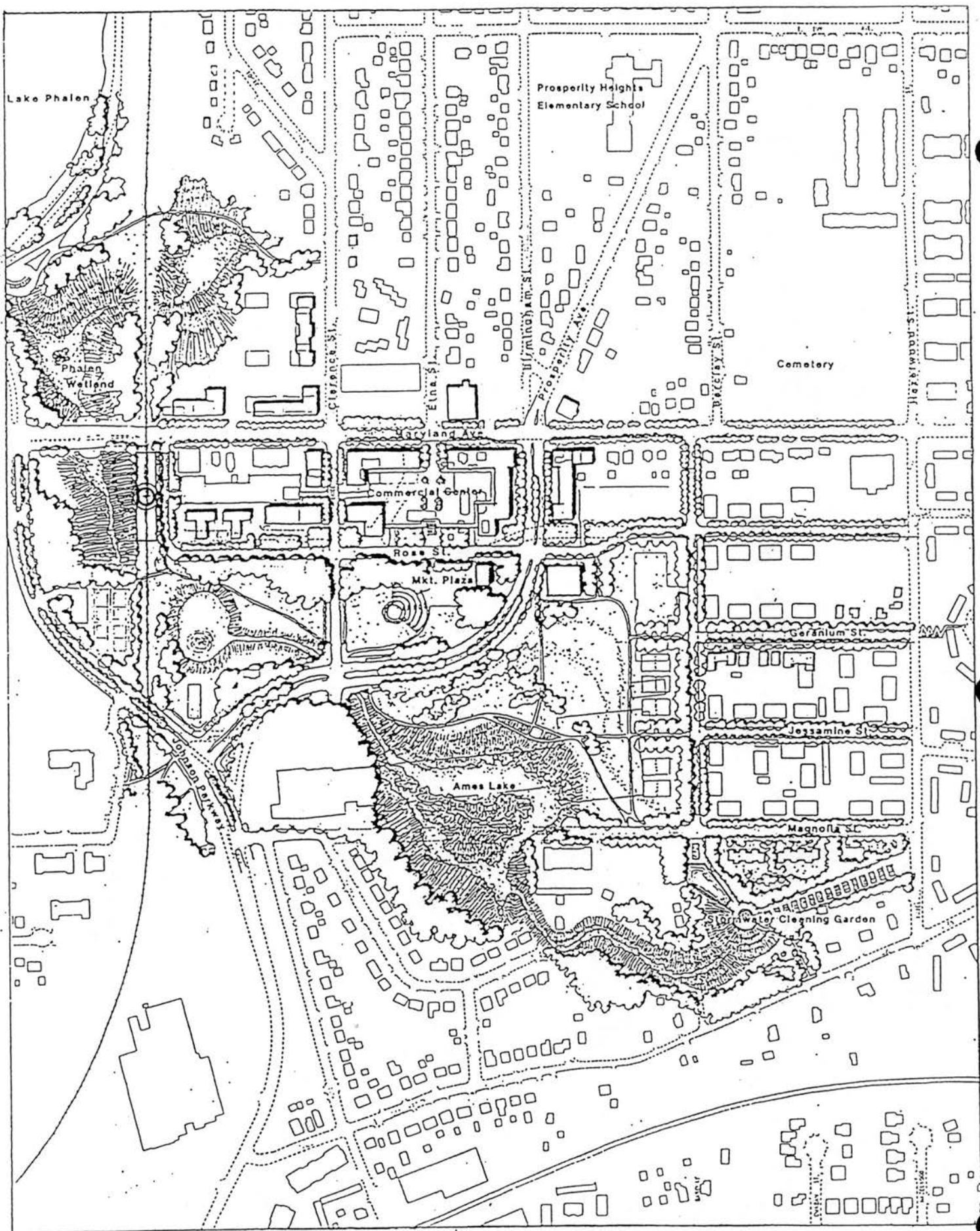
Sincerely,



Gregory A. Mack
Director

GAM/clm
Attachment

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Phalen Village Small Area Plan

Conceptual Plan



Department of Public Works

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

ADMINISTRATION/LAND SURVEY

50 West Kellogg Blvd., Suite 910

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

ENGINEERING/OPERATIONS

3377 N. Rice Street

Shoreview, MN 55126

(612) 484-9104 • Fax 482-5232

MEMORANDUM

TO: Kathy DeSpiegelaere
FROM: Paul L. Kirkwold *[Signature]*
SUBJECT: Burlington Northern Corridor
St. Paul Request to Remove Earthen Berm
DATE: April 17, 1995

Public Works staff have reviewed the City's request to remove the earthen berm that is located within Regional Railroad right-of-way close to Phalen Park and Phalen Village. I have the following comments:

In previous discussions, we have identified the operational and safety issues of at-grade street crossings for trail and future light rail transit service, and the value of earth materials. These issues should be considered with respect to long term rail, park, and street operations as well as community goals and objectives.

Maryland Avenue is a County State Aid Highway and will continue to carry significant traffic volumes. Any mixing of pedestrian or bicycle activity with heavy vehicle movements will present safety issues. Although there are many ways to improve safety, it is difficult to match the safety of a grade-separated crossing.

Light rail transit operations with an at-grade intersection with Maryland Avenue poses both operational and safety issues. Again, design elements including modified preemption for LRT and interconnected signals can help minimize conflicts and maintain acceptable safety and service levels, but congestion will be higher; travel times and delays will be greater for both LRT and motorists with at-grade versus grade-separated operations. Although the significance of these impacts may be subject to debate, there are very real dollar costs associated with them.

Finally, the berm material is likely to be of high quality and will be an important resource to Ramsey County for realigning and reconstructing Prosperity Avenue. The material could also be sold on the open market with the value being tied directly to its quality and proximity to building sites in the area.

Please let me know if you need additional information or assistance.

JET:mk



CITY OF SAINT PAUL
Norm Coleman, Mayor

Division of Planning
25 West Fourth Street
Saint Paul, MN 55102

Telephone: 612-266-6565
Facsimile: 612-228-3314

ISSUE PAPER

DATE: March 14, 1995
FROM: Allan Torstenson *AT*
RE: Phalen Village Small Area Plan - Railroad Berm Removal

A key recommendation of the draft Phalen Village Small Area Plan is to remove the abandoned railroad berm (on right-of-way formerly owned by Burlington Northern Railroad and now owned by the Ramsey County Regional Railroad Authority for eventual use for light rail transit) down to the level of Maryland Avenue and Johnson Parkway to accomplish the following:

- Provide for an at-grade LRT station immediately south of Maryland, with good pedestrian and bicycle access, good access for transfers from buses, and direct connections to the Phalen Village commercial core; and
- Create a stronger connection between Phalen Village and its primary asset, Phalen Park/Lake Phalen, and thus enhance property values, create a stronger market for redevelopment/reinvestment in both Phalen Village housing and the commercial area, and build community stability.

Removal of the railroad berm is a central recommendation that is critical for the success of other key recommendations in the small area plan for:

- A compact, mixed-use, more neighborhood-, pedestrian-, and transit-oriented "Phalen Village" commercial area along Maryland, with quality commercial development and redevelopment that takes advantage of the improved relationship to Phalen Park and access to transit, meets neighborhood commercial needs, and is an asset to the overall area; and
- Quality residential development and redevelopment that takes advantage of the natural landscape and improved relationship to Phalen Park, and adds to the diversity of housing types, price ranges and ownership options in the area.

The most cost-effective way to remove the berm is to use it as a source of cheap fill when needed for nearby projects over time so that when LRT is constructed an appropriately graded right-of-way will already be available to accommodate an at-grade LRT station immediately south of Maryland. Use of the berm as a source of fill for three projects to be constructed in the Phalen Village area this summer (Walgreens Drugstore, Phalen Clinic, and Prosperity Realignment/Rose Reconstruction) would go a

long way toward achieving that end. A decision to use the berm as a source of fill for these projects is needed this spring. A discussion of related issues and rational follows.

I. At-grade LRT station immediately south of Maryland

To make the most of LRT as a tool to strengthen the neighborhood and support local redevelopment efforts, and to make the most of local redevelopment efforts for the success of LRT, the following is needed:

- appropriate planning and zoning to allow more intensive mixed-use (residential as well as commercial) development around the station;
- strategic targeting of city, metropolitan, state, and federal public investment and economic development incentives in the Phalen Village area to reverse the decline of the commercial area and to improve deteriorated apartment complexes;
- location and design of the LRT station as an integral part of the Phalen Village commercial core in a way that is respectful and complementary to the area, builds on local initiatives, and helps to create a truly remarkable public place that contributes towards realization of community development goals;
- direct, convenient pedestrian access from the commercial core to the station that is safe and comfortable for all people, and does not require using bridges or undercrossings; and
- station design and location that provides for integration with bus routes, with safe and convenient access for transfers to and from buses.

In planning for LRT, much is made of the importance of the relationship between LRT and surrounding land use and development. Transit-supportive land use and development around LRT stations is clearly a key to the success of LRT. For its own success, then, LRT should be designed to support such land use and development. More importantly, especially in a transit corridor like this, the primary reason for investing in LRT in the first place is to strengthen the neighborhood and support local development goals.

The Phalen Village Small Area Plan Task Force, made up of representatives of residents, property owners and business interests in the area, has gone through an extensive urban design and planning process for the Phalen Village area around the proposed Phalen Village LRT station. As a result of this process, the task force has developed a theme for Phalen Village as a special place that is a more pedestrian- and transit-oriented urban village with balanced housing options and neighborhood-oriented businesses, a stronger connection to Lake Phalen and the natural landscape, and a wetland park and public open space system that provides a neighborhood signature amenity and identity. While the land use, design and redevelopment plans developed by the Phalen Village Small Area Plan Task Force will contribute to the

success of LRT, it is also very important that LRT be designed to support the development goals and special theme for the area envisioned by the task force. Removal of the railroad berm and an at-grade LRT station are key.

The Phalen Village Small Area Plan and 40-Acre Study recommends rezoning property adjacent to the proposed LRT station B-2 Community Business. This would best provide for a transit-oriented mix of commercial and residential uses compatible with this LRT station location.

The City is targeting public infrastructure investment in the area to projects such as the realignment of Prosperity at Maryland to improve traffic safety and circulation, to improve access and visibility for commercial sites, and to encourage development of a more neighborhood- and transit-oriented commercial area along Maryland. As a result, Health East is planning 1995 construction of a 12,000 sq. ft. clinic on the SW corner of the new intersection, and Walgreens is planning 1995 construction of a 13,500 sq. ft. drug store on the NW corner. These projects will help to change the declining image of the area, improve surrounding residential as well as commercial property values, and encourage additional transit-oriented redevelopment.

The City is also targeting significant housing rehabilitation and development funds to improve deteriorated housing complexes and develop new housing alternatives in the area. Not only are some of the existing blighted apartment buildings vacant or underused, they are a blighting influence on other property in the area. Housing rehabilitation and redevelopment is critical to the stability of Phalen Village, and to making the most of eventual investment in LRT.

The State of Minnesota has given preliminary approval for a \$115,000 LCMR grant for the first phase of the Phalen Wetland restoration project to create a stronger connection to Lake Phalen and the natural landscape. This project will improve the market for housing and commercial redevelopment in the area, and it will create a beautiful corridor for LRT. To make the most of this investment, the railroad berm should be removed and LRT should come through the area at grade.

The LRT station must be at-grade for convenient pedestrian access, for convenient access for transfers to and from buses on Maryland (the area's primary bus route), and for the station to be an integral part of the Phalen Village commercial core in a way that is respectful and complementary to the area and builds on local initiatives. East bound buses could stop on Maryland for convenient bus-LRT transfers. West bound buses would pull off of Maryland to an access road parallel to the station (see "Mixed Use Commercial Area Concept Plan" contained in the Phalen Village Small Area Plan) so that passengers could transfer without crossing traffic.

An at-grade LRT station offers an opportunity to create a truly remarkable public place that complements the assets and natural amenities of the area, links the station both to the Phalen Village core and to Lake Phalen/Phalen Park, really tells a story about the place, and contributes to realization of community goals.

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II. At-grade LRT crossings of Maryland, Johnson and Arlington

While grade-separated LRT crossings of Maryland Avenue, Johnson Parkway, and Arlington Avenue would be desirable from a strictly traffic flow point of view, grade-separated crossings are not necessary. North of Arlington, LRT is planned to have at-grade crossings of streets such as Larpenteur and Frost. In the Central Corridor, LRT is planned to have an at-grade crossing of the intersection of John Ireland Boulevard/Rice Street/12th Street/St. Anthony Avenue, an intersection with very complex traffic movements and a traffic volume in the neighborhood of 20,000 vehicles per day. It is also planned to cross University Avenue at-grade just west of Highway 280 where there are about 24,000 vehicles per day. There are about 15,000 vehicles per day where LRT would cross Maryland, 7000 vehicles per day on Johnson Parkway, and 3500 vehicles per day on Arlington; none of these streets have any unusual traffic movements where LRT would cross.

Compared with the Central Corridor, LRT in the Northeast Corridor would have relatively low frequency. Headways in the Northeast Corridor will likely never be shorter than 15 minutes, or 1 crossing every 7 1/2 minutes at the most. Fifteen minute headways are likely to occur only during peak periods. A two to three car LRT train would take only a few seconds to cross a street. With the relatively low frequency of LRT in this corridor, and with moderate traffic volumes on streets it would cross, grade separated crossings do not need to be a priority.

Without removal of the railroad berm, new bridges would have to be constructed for LRT over Maryland and Arlington at substantial cost both for initial construction and for ongoing maintenance, plus additional liability associated with bridges. At much lower cost, crossing signals with arms that lower before arrival of LRT trains could be used so that trains would cross these streets without slowing down; LRT travel times would not be affected.

III. Opportunity for no-cost berm removal this spring

With the Walgreens, Phalen Clinic and Prosperity realignment projects planned for this construction season, and with likely redevelopment of residential and commercial property adjacent to the railroad right-of-way, we have significant opportunities to facilitate partnering and promoting co-investment to achieve mutual transit and development goals. The City and private developers can prepare the railroad corridor for development of an at-grade LRT station, reducing the cost of LRT development while saving money on their own projects, by using the existing railroad berm as a convenient source of fill for nearby projects.

There are roughly 100 sq. yards in the berm cross section that would be removed to bring the grade down to the level of Maryland, Johnson and Arlington. The Walgreens project needs about 10,000 cubic yards of fill, or about 300 feet of berm. The Phalen Clinic project needs about xx,xxx cubic yards of fill, about xxx feet of berm. The Prosperity realignment/Rose reconstruction project needs about 18,000 cubic yards of fill, about 540 feet of berm.

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IV. Compatibility of berm removal with trail development

The new Phalen Creek Trail to be constructed this year on the old Burlington Northern right-of-way between Seventh Street and the south end of Phalen Park will use the existing bridge over Johnson Parkway, and cross Maryland at-grade at the traffic signal at Johnson and Maryland. When LRT is built, the trail will no longer be able to use the existing bridge over Johnson Parkway. A new trail bridge could be built, the trail could cross Johnson at a new traffic signal at a reconfigured Johnson-Prosperity intersection, and/or the trail could follow the west side of Johnson and cross Maryland at-grade at the traffic signal at Johnson and Maryland.

Development of a trail further north on the old Burlington Northern right-of-way is a long way off. If LRT and a trail were both to be built in the right-of-way with the berm in place, substantial fill and retaining walls as well as several new bridges would be required, all at very high cost. Without the berm, those costs would be avoided. Removing the abandoned railroad berm down to the level of Maryland, Johnson and Arlington would make development of a trail further north on the old Burlington Northern right-of-way much less expensive, and therefore much more likely. Liability associated with trail retaining walls and railings would be avoided. Trail crossings of Maryland and Johnson could safely and conveniently be made at traffic signals. The trail crossing of Arlington is much less of an issue because of the low traffic volume. An at-grade trail would be more accessible to the neighborhood.



Phalen Village Small Area Plan
Conceptual Plan

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY
<u><i>K. H. Spiegel</i></u>
Authorized Signature
<u>4/18/95</u>
Date

Board Action Requested

Update on legislation

DISCUSSION ONLY

Request Justification

See attached tracking sheet.

--

Budgeting and Accounting

Mark Johnson 4/18/95

County Attorney

David Van Gilder

Risk Manager

Documentation certified complete for:

April 25, 1995

Board Date

Bette Kureys
Signature

April 20, 1995

Date

1995 TRANSPORTATION LEGISLATION

<i>Bill No.</i>	<i>Author</i>	<i>Subject</i>	<i>Status</i>
<u><i>Gas tax increase, metro sales tax</i></u>			
SF 832	Flynn	Increases gas tax 5 cents per gallon; imposes 1/2 cent metro sales tax for transit.	Passed in Transportation Cmte. Referred to Taxes.
HF 1121	Lieder	Companion to SF 832.	Referred to Transportation Cmte.
<u><i>HACA</i></u>			
SF 1131	Runbeck	Homestead and Agricultural Credit Aid eliminated to special taxing districts.	Referred to Taxes.
<u><i>Gas tax increase</i></u>			
SF 573	Chmielewski	Increases gas tax five cents per gallon, changes CSAH formula.	Passed in Transportation Finance Cmte. Referred to Government Operations.
HF 1766	Tunheim	Companion to SF 573	Referred to Transportation Cmte.
<u><i>State Funding for transit</i></u>			
SF 1536	Langseth	Appropriates \$69 million for metro transit operations for biennium. Requires congestion pricing demonstration project and funds electric bus demonstration project in St. Cloud	Passed in Senate.
HF 1793	Lieder	Appropriates \$84 million for metro transit operations for biennium.	Referred to Transportation Finance Div. of Economic Development Cmte.

1995 TRANSPORTATION LEGISLATION

<i>Bill No.</i>	<i>Author</i>	<i>Subject</i>	<i>Status</i>
<u>Bonds for transit</u>			
HF 1073	Simoneau	Increases Metro Council bonding authority to \$50 million for transit.	Referred to Taxes.
SF 835	Pappas	Companion to HF 1073.	Referred to Finance.
<u>Capital funds for transit</u>			
SF 281	Flynn		Passed in Senate - to Conf.
HF 219	Pariseau		Passed in House - to Conf.
<u>Transit Governance</u>			
HF 1675	Osthoff	Transfers Metro Council transit planning and operations to Mn/DOT.	Referred to Transportation Cmte.
<u>High speed bus</u>			
HF 342	Garcia	Establishes high speed bus service pilot project and advisory committee.	Passed in Transportation Cmte.
SF 615	Riveness	Companion to HF 342.	Passed in Transportation Committee. On Special Orders.

1995 TRANSPORTATION LEGISLATION

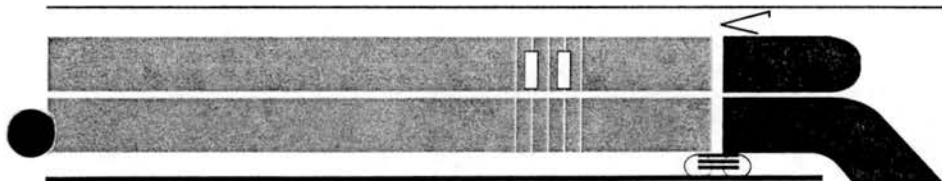
<i>Bill No.</i>	<i>Author</i>	<i>Subject</i>	<i>Status</i>
<u>High speed rail</u>			
HF 729	Frerichs	Appropriates \$630,000 for biennium from general fund for phase II feasibility study of high speed rail in Minnesota, Wisconsin, and Illinois.	Referred to Transportation Finance Cmte.
SF 696	Morse	Companion to HF 729.	Referred to Transportation Cmte.
<u>Highway user tax</u>			
HF 931	Wagenius	Constitutional amendment to permit highway user tax use to be used for transit, bikes, and pedestrians. At least 45% of the state's share of revenues must be allocated to Mpls.-St. Paul metro area.	Referred to Transportation Cmte.
SF 794	Ranum	Companion to HF 931.	Referred to Transportation Cmte.
<u>Transit studies</u>			
HF 1056	Garcia	The Council shall study coordination of transit services and electric vehicle technology.	On special orders in Senate.
SF 837	Pappas	Companion to HF 1056.	Passed in Transportation Cmte.
<u>Reduced property tax rates in transit zones</u>			
SF 998	Flynn	Commercial and industrial property constructed within 1/4 mile of transit route, including LRT, has reduced taxes.	Referred to Taxes.
HF 1173	Wagenius	Companion to SF 998.	Referred to Taxes.

1995 TRANSPORTATION LEGISLATION

<i>Bill No.</i>	<i>Author</i>	<i>Subject</i>	<i>Status</i>
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<u>Telecommuting Study</u>			
SF 1318	Langseth	Authorizes Senate committees to coordinate a study of telecommuting and its effect on transportation.	Referred to Transportation Cmte.

4



Ramsey County Regional Railroad Authority

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

John T. Finley, Chairman
District 3

Dick Wedell, Vice Chairman
District 1

Warren W. Schaber, Secretary
District 6

Susan M. Haigh, Treasurer
District 4

Hal Norgard
District 7

Rafael E. Ortega
District 5

Brenda C. Thomas
District 2

AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, MAY 9, 1995

11:00 AM - COUNCIL CHAMBERS - 3rd FLOOR COURTHOUSE

CHAIRMAN'S COMMENTS

1. * Minutes of the Ramsey County Regional Railroad Authority Board Meeting of April 25, 1995
2. * Approve permit to John and Ann McKinney on NE Corridor right of way
3. Legislative update

* Action is requested



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Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
BOARD MEETING

April 25, 1995

The Ramsey County Regional Railroad Authority met on Tuesday, April 25, 1995, at 10:00 a.m., in Council Chambers.

MEMBERS PRESENT: Chairman John T. Finley
Commissioner Susan M. Haigh
Commissioner Hal Norgard
Commissioner Rafael E. Ortega
Commissioner Brenda Thomas
Commissioner Warren Schaber
Commissioner Dick Wedell

OTHERS PRESENT: Bob Piram, Allan Torstenson, Mike Klassen, Kris Wendorff, Terry Schutten, Jim Van Houdt, Greg Mack, Jim Tolaas, Marlen Johnson, Karen Tero, Darwin Lookingbill, Patrick Harris, Toni Baker, Joan Mishek, Karen Swenson, Paul Gilliland, Peter Hilger, Eddie Maddox, Kathryn DeSpiegelaere, Jill Goski, Dave Sipila, and Committee Coordinator Bette Kurysh.

Chairman Finley called the meeting to order at 10:00 a.m. Roll call was taken - all present and accounted for.

CHAIRMAN'S COMMENTS

Chairman Finley mentioned that the Metropolitan Council recently held a public hearing to review its comprehensive transportation plan because of the funding changes being implemented at the federal and state level. One of the federal criteria is to include only currently funded projects in the transportation plan. This makes it difficult for the inclusion of long range transportation plans.

Chairman Finley said that he testified at this meeting and pointed out to the Metropolitan Council that due to the criterion, the transportation plan will now become an operating document rather than a planning document. An exception is needed for the continuation of a long term transportation plan.

Chairman Finley said that Mayors Norm Coleman and Sharon Sayles-Belton and Hennepin County Commissioner Peter McLaughlin also testified as well as many citizens who strongly felt that light rail transit (LRT) needs to be a part of the overall planning document.

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Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

April 25, 1995

Page 2

Ms. DeSpiegelaere said she is awaiting word from the Metropolitan Council staff regarding the comments from the public hearing.

1. Minutes of the Ramsey County Regional Railroad Authority Board Meeting of April 11, 1995.

Commissioner Susan Haigh moved the following recommendation, seconded by Commissioner Rafael Ortega.

The Ramsey County Regional Railroad Authority approves the minutes of the Board Meeting of April 11, 1995, as written.

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

2. Phalen Corridor project update.

Chairman Finley said the Phalen Corridor project is a \$100 million project. According to the City of St. Paul, the initiative is to build a new road, clean-up the polluted land area, new industrial development, and creation of new jobs. This corridor transgresses the Rail Authority's right of way.

Ms. Kathryn DeSpiegelaere said the the Phalen Corridor initiative is a project being undertaken by City staff. A seven minute video prepared by the City of St. Paul, entitled "Back on Track: Restoring the East Side with the Phalen Corridor Initiative" was shown.

3. In response to a request from the City of St. Paul Public Works Department to change the grade and remove soil from a portion of the Northeast Corridor right of way, authorize staff to draft an agreement to address issues relating to the request for review and approval by involved parties.

Ms. DeSpiegelaere indicated there is a request from the City of St. Paul Public Works Department to change the grade and remove the soil from a portion of the right of way owned by the Rail Authority.

A slide presentation was given showing areas of the berm and right of way. The slide presentation included background information, the right of way from Kellogg Blvd. to Beam Avenue, and its joint LRT and trail usage with short and long term plans.

Ms. DeSpiegelaere included in the presentation Stacy Becker's, (St. Paul Public Works Director) request to change the grade by removing the berm between Johnson Parkway and Arlington. The reasons stated were: (1) to use the fill for three projects, one public and two private, in the vicinity (2) to provide for an at-grade LRT station in the future at Maryland.

The right of way is 100 feet wide and Johnson Parkway goes under the right of way with a bridge over Johnson Parkway. If the City's request is granted, the advantages for LRT are that the bridges are out at Arlington and Maryland, and they wouldn't need replacement. However, the disadvantages are: (1) there would be at-grade crossings at Maryland and Arlington, and perhaps at Johnson Parkway, which would impact operating efficiency; and (2) it would be easier and less expensive to remove the soil when LRT is located here.

The recommendation is that LRT operate on the right of way if the soil is removed. Because it may be several years before LRT is located in this area and in the interest of a cooperative relationship with St. Paul, removal of the soil is recommended if an agreement can be reached to address the following issues:

- (1) Light rail transit -- reaffirmation of the potential for it on this right of way.
- (2) Termini -- specific areas of removal (the area north of Ivy would be excluded from the agreement).
- (3) Soil conditions -- test for contamination, soil quality, suitability for trail and rail construction of what lies underneath if top area is removed. Restoration of the area by St. Paul would need to be defined.
- (4) Wetland plans -- St. Paul plans to locate wetlands in the vicinity of RCRRA right of way. The agreement would need to specify that wetlands do not impact RCRRA property.
- (5) Maximum grades -- both LRT and trails have maximum grades that would need to be met. In other words, part of the area can't be cut away without re-grading the remaining edges to provide suitable grades for trail and rail.
- (6) Affected property owners -- commercial properties south of Maryland are affected by this request and residential properties north of Maryland are affected. Adjacent property owners should be contacted jointly by City and County staff.
- (7) Costs -- the soil has a value. RCRRA recommends that there should be a charge for it, based on the quantity and quality.
- (8) Johnson Parkway bridge -- conditions relating to removal of this bridge at some future date should be specified so that its removal does not interfere with trail use.
- (9) At-grade crossings -- this is a major issue. There would need to be assurances of how to provide for trail (short term and long term) and rail (long term) use at busy streets such as Maryland.
- (10) LRT and bus -- there should be sufficient space for an LRT station at Maryland. There should be connections with bus routes at the station.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

April 25, 1995

- (11) Federal funding restrictions -- there would need to be assurances that the funding used by St. Paul for activities adjacent to the right of way do not negatively impact future LRT potential for this area.
- (12) Staging -- timing is an issue. The City would like this matter resolved soon in order to use the soil for fill for three projects this summer.
- (13) Approvals -- Many agencies are involved and the agreement would need to be reviewed and approved by St. Paul, Ramsey County, and the Minnesota Department of Transportation.

Chairman Finley introduced Jim Tolaas, Engineer for Ramsey County Public Works, and Greg Mack, Ramsey County Director of Parks and Recreation.

Mr. Tolaas said the concern of the Rail Authority is the future operation and safety of the light rail system. These concerns are weighed against the broader community issues and values. Light rail transit is a flexible mode of transportation and can be integrated very well in varying situations. An at-grade facility can be made to work effectively and safely. There are, however, significant operational advantages of a grade separated facility. It's difficult to argue against a grade separated facility in terms of safety.

Speed is a concern. Both light rail and vehicle traffic speeds are affected - LRT cannot cross at grade at the same speed. Even with 15-minute headways for LRT and although light rail will only stop traffic for a short period of time, it does affect the traffic flow through the area. Maryland currently carries 15,000 cars a day. Delay factors to vehicle traffic needs to be weighed against the broader benefits to the community.

Another issue is the value of the berm soil. It's likely to be of very high quality. That has significant value because of the haul distances contractors normally face. There is a certain cost advantage to using material nearby. Public Works is very supportive of using this material in the proposed realignment for Prosperity Avenue.

There is also concern for material beneath the earth and embankment. At this time, the character of the material is unknown. It needs to be investigated because of the potential for unstable soil conditions after the berm removal.

Chairman Finley said that it appears from the letters from Stacy Becker and Allan Torstenson, from the City of St. Paul, that the urgency is to accommodate not the roadway but rather the accommodation of the private development of the Walgreens store and the medical clinic. Chairman Finley said that his concern is to make a long lasting decision to benefit the long-haul because it involves the removal of one bridge, removal of soil (content unknown), and impact of the neighborhood. If the berm is removed, then the businesses' parking lots become part of the park.

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Mr. Greg Mack said that the Ramsey County Parks Department conducted an on-site tour of the property with representatives from the City and the Rail Authority on March 31 following the request Commissioner Schaber received from members of the community for berm removal. In looking at the property, due to topography and other factors, it was determined there needs to be a continuous north-south transportation/recreation corridor along the right of way. Mr. Mack said if the berm were removed today, and the proposed upgrades to the eastside area were not accomplished for some time, that would expose the backside of businesses to the lake users. There needs to be a definite staging of events. If the berm is going to be removed, it should happen as though a curtain were lifted and the work behind the curtain has been completed. If it happens in the reverse, the project could sit for some time before there is an aesthetically attractive extension of the park experience.

Commissioner Wedell said that as he understands it, the purpose of the Phalen Corridor is to create jobs. One of the intended areas to accomplish that task is where the pile of debris is located east of 35E (Williams Hill). The debris will need to be removed and the area cleaned up for manufacturing sites. It seems to be apparent that if fill is needed, that's the place to get it - especially if material will be moved anyway, and this material appears to be quite suitable for the City's purposes. It would be prudent to move the material once. If you move the berm and need to bring it back, it will be the Rail Authority's expense for hauling soil back in.

Commissioner Wedell said that before making any decision regarding this matter, there should be assurances that LRT will never use the Phalen Corridor. To remove the berm now contradicts all that's been said about grade separation for LRT. The key to light rail is quick operation, that is, not to be delayed by street traffic. If trains are being slowed by at-grade crossings then the purpose of light rail has been defeated.

Commissioner Wedell said that the Rail Authority needs to be part of the small area plan and be informed as to what will be here and how it will look. There needs to be coordination and integration of transit hubs, transportation, roadway, LRT, and bikeway.

Chairman Finley asked Allan Torstenson to address the issue of the transit hub that is planned for the corner of the new Prosperity and Maryland and why has the City planned a transit hub within a four block area from the proposed LRT transit hub.

Mr. Allan Torstenson, St. Paul Planning and Economic Development, said that in the Stacy Becker letter that issue was addressed regarding the transit hub. The major bus route in that area is along Maryland and at the intersection of Maryland and Prosperity. Until LRT is built, that seems to be the logical place to do relatively modest improvements for transit patrons. Once LRT is built, bus transfers will happen at the LRT station. One of the reasons the city encourages an at-grade station at Maryland is because it provides for a convenient transfer from buses to LRT.

Chairman Finley asked how the businesses in this area will be affected if traffic is moved further east? Will the other shorter streets remain that currently service the businesses in this area or will the businesses eventually be removed?

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April 25, 1995

Mr. Torstenson said the existing road, which is located one block south of Maryland, would remain and serve as a business access road. Part of Prosperity would be a business access road and not the main through-road. The main through-road would be the new Prosperity alignment that crosses Maryland at the signal. It is difficult to determine at this time which roads, if any, will remain - it will depend upon development in that area.

Chairman Finley said this is a very important issue: will road access be available to local businesses? Will berm removal open up their parking lots to park users? This is a very significant concern for the survival of local businesses. Wendy's and Ponderosa's have already closed down.

Allan Torstenson said that the members of the business community were on the Phalen Village Task Force. One thing that has been made clear is the commitment for providing needed access for businesses. The City is trying to create an area that is an asset for a larger community and works as a business area. Wendy's and Ponderosa's businesses closed for reasons other than lack of road accessibility.

Commissioner Hal Norgard said that the county is facing a three-prong problem: (1) the phalen watershed; (2) Phalen roadway from Pennsylvania Avenue to Maryland; and (3) the berm removal. Commissioner Norgard said that if the Phalen Shopping Center is taken out, which is built on a swamp, it will be costly and the county board will have to make the decision regarding funding of that watershed. Commissioner Norgard said that the existing businesses in the phalen shopping center area will find it tough to survive. Commissioner Norgard indicated that Burlington Northern raised the grade through this area for a reason, and he was concerned that removing the berm would result in unsuitable soil for LRT and for trail uses.

Commissioner Warren Schaber said that this is a very complicated and difficult decision to be asked to make at this particular point in time. The integrity of the light rail system needs to be maintained, especially since the right of way was purchased with rail bank funds. If the rail alignment will not be built for 30 years, should economic development be delayed? Part of the problem is that the Phalen Village Small Area Plan, which intermixes with the Phalen Corridor Plan, has not been approved by the City of St. Paul at this point in time. That creates a problem for the Rail Authority because we are being asked to make decisions when the City of St. Paul has not even approved the phalen Village Small Area Plan.

Commissioner Schaber said that at a meeting on March 14 with community members, he indicated he conceptually agreed with the berm removal. Berm removal can be accommodated in that area, but to have to rush a decision is not the way the County Board operates. The questions raised by Ms. DeSpiegelaere, staff, Mr. Tolaas, and Mr. Mack need to be addressed before any commitment can be made. The approval of many units of government are needed first because they too are affected by the berm removal. The City of St. Paul hasn't even made a decision regarding the berm removal.

Commissioner Schaber said that the berm removal makes sense only if the other proposed city projects occur.

Commissioner Brenda Thomas recommended no action because of the City's lack of forward movement regarding the other projects.

Commissioner Susan Haigh commented that the Rail Authority staff did a good job laying out some of the concerns that need to be addressed. Commissioner Haigh said although there is pressure to move quickly regarding berm removal, it is not responsible to do so at this time. Each factor needs to be worked out. Commissioner Haigh said she would like to receive more information regarding the watershed.

Commissioner Rafael Ortega said that since there are so many questions, good answers are needed before making solid decisions.

Chairman Finley said that it appears the consensus is not to act at this time, but also not to stand in the way of progress in this area. A motion is not needed at this time, but staff is directed to: (1) check with the other units of government and eliminate any problems that may arise; (2) deal with the other units of government to make certain there are no problems regarding the funding mechanisms involved not only in the purchase of the land, but in the development of the trail; (3) continue to work with the City regarding the small area plan and how that will fit in with the overall plan; and (4) find out what the position is of the watershed district.

Chairman Finley said he questions the need for building a Walgreens, medical clinic and road realignment if the end result is bankruptcy for the existing businesses. Other issues to be addressed are: (1) find out for certain which streets will be in existence in that area; (2) how are street and business accesses going to be made; (3) will there be acquisition of businesses; and (4) what is the total cost of the project? Preliminary figures indicate \$100 million for a two-mile stretch of land. If it creates 2,000 jobs, maybe it's a good investment, but if in the meantime there is a loss of 500 or 1,000 jobs, then it isn't a good investment.

Chairman Finley said that the Rail Authority and staff will continue to look at the Phalen Corridor and work in that direction by getting some of the approvals that are necessary for the Rail Authority to be able to make a meaningful decision.

ACTION FAILED FOR LACK OF A MOTION

4. Legislative update.

Chairman Finley said that there has been no movement in terms of approvals at the legislature. Without tax increases, there will be no money for improved transit or transportation.

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

2

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

5/1/95
Date

Board Action Requested

- A) Approve permit to John and Ann McKinney for continued location of railroad tie retaining wall, bituminous surfacing, and personal property on RCRRA NE Corridor adjacent to 1298 Arlington Avenue East, St. Paul;
- B) Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the permit on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K. DeSpiegelaere with attachment.

Budgeting and Accounting

County Attorney

Risk Manager

Documentation certified complete for:

May 9, 1995

Board Date

Bette Kuysh
Signature

May 3, 1995

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

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

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

WHEREAS, At the time of acquisition, several areas of the Northeast Corridor right of way were subject to unauthorized encroachment by neighboring property owners; and

WHEREAS, One of the pre-existing encroachments is a railroad tie retaining wall, bituminous surfacing, and personal property adjacent to the residence at 1298 Arlington Avenue East in St. Paul; and

WHEREAS, The encroaching parties, John and Ann McKinney, have requested a permit for their continued use of this portion of the RCRRA property; and

WHEREAS, This section of the Northeast Corridor is not needed for public use at this time; and

WHEREAS, The granting of a permit for the continued use of this property will not affect the future development potential of the corridor for light rail transit or trail use; and

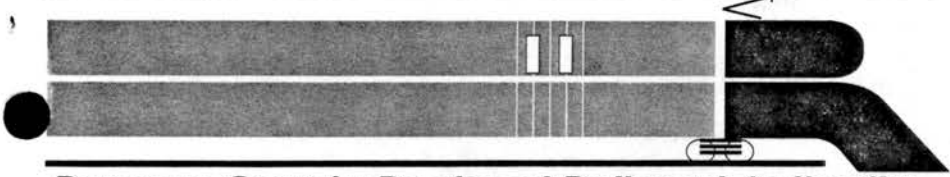
WHEREAS, The consideration for this permit will be \$100 annually, and the permit may be canceled upon 30 days written notice by RCRRA; Now, Therefore, Be It

RESOLVED, That the proposed permit, a copy of which is attached hereto, is hereby approved; and Be It Further

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

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

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

John T. Finley, Chairman

District 3

Dick Wedell, Vice Chairman

District 1

Warren W. Schaber, Secretary

District 6

Susan M. Haigh, Treasurer

District 4

Hal Norgard

District 7

Rafael E. Ortega

District 5

Brenda C. Thomas

District 2

MEMORANDUM

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

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

SUBJECT: Encroachment permit, 1298 Arlington Avenue East
John and Ann McKinney

DATE: April 18, 1995

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

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

When the property was acquired by RCRRA, it was subject to various types of private encroachment by neighbors to the corridor. RCRRA staff have been addressing these situations on a case by case basis, using the guidelines as outlined in the Management Plan. Several of the encroachments are to be removed from the RCRRA property by the encroaching party this spring.

The property at 1298 Arlington Avenue East contains a railroad tie retaining wall, bituminous surfacing, and personal property that encroach onto the RCRRA property. These improvements were established without a written agreement prior to RCRRA acquisition of the corridor. The owners of 1298 Arlington, John and Ann McKinney, have requested a permit for the continued use of the RCRRA property.

This section of the corridor will not be improved with trails during the next few years, and the granting of the attached permit will not preclude future development of the corridor by RCRRA.

Consideration for this permit will be \$100 per year, and the permit can be canceled by RCRRA at any time upon 30 days written notice.

Recommendation:

Approve the permit to John and Ann McKinney for the continued location of a railroad tie retaining wall, bituminous surfacing, and personal property on the RCRRA Northeast Corridor adjacent to their residence at 1298 Arlington Avenue East, St. Paul;

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

KD/blk
Attachments

PERMIT

This permit, made this _____ day of _____, 1995, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and John and Ann L. McKinney, parties of the second part (hereinafter referred to as "Permittee").

WITNESSETH:

WHEREAS, RCRRA is the owner of the Burlington Northern Railroad Company's former St. Paul to Maplewood branch line right of way, now abandoned, which includes a strip of land 100 feet in width located between Johnson Parkway and Arlington Avenue in the City of St. Paul, Minnesota (hereinafter the "right of way"); and

WHEREAS, the Permittee is the owner of a certain other parcel of land which lies adjacent to and westerly of the right of way, described as follows:

All that part of Government Lot one (1) lying West of the Northern Pacific Railway right of way in the Southwest Quarter (SW 1/4) of Section twenty-two (22), Township twenty-nine (29), Range twenty-two (22), according to the Government survey thereof,

(hereinafter the "property"); and

WHEREAS, the correct location of the boundary lines of the right of way are as shown upon the plat of survey attached hereto as Exhibit A; and

WHEREAS, the Permittee has constructed or caused to be constructed on the right of way a railroad tie retaining wall, bituminous surfacing, and personal property (hereinafter the "encroachments") running north and south upon the right of way adjacent to the property, the location of which encroachments are also shown upon Exhibit A,

NOW THEREFORE, in order to define the rights of the respective parties at the present and in the future, it is agreed as follows:

1. **Admission of No Right.** The Permittee agrees that the correct location of the boundary line between the property and the right of way is as shown upon Exhibit A, which is incorporated by reference and hereby made a part of this permit, and that the encroachments stand upon the right of way. The Permittee does not now, nor will it hereafter claim any right or title to the right of way by reason of past, present, or future occupancy thereof.
2. **License to Use.** RCRRA agrees that the Permittee may use and enjoy all that portion of the right of way which is presently occupied by the retaining wall and that portion of the right of way between the retaining wall and the

10. Assignment. The Permittee shall not transfer, assign, or sublet its interest in this permit without the prior written consent of RCRRA.

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

Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102

and to the Permittee at:

John and Ann L. McKinney
1298 East Arlington Avenue
St. Paul, MN 55106-1427

12. Removal. Subject to the provisions of paragraph 4 hereof, it is the intention of the parties hereto that this permit and the covenants herein contained shall remain in force and effect only so long as the present encroachments shall remain standing upon the right of way; upon the removal or destruction of the encroachments all rights of the Permittee here agreed upon shall cease.

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

Approved as to form and execution: RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

David F. MacMillan Date
Assistant Ramsey County Attorney

By _____ Date
John T. Finley
Chair

Insurance approved:

 4-13-95

Georgiann Schulte Date
Risk Management

X 557,472 072

McAFEE

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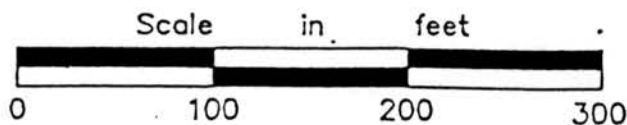
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LEGEND

- | | |
|----|-------------------|
| | CENTERLINE |
| | FENCE |
| | RETAINING WALL |
| | CONCRETE |
| | BITUMINOUS |
| | CONCRETE BUILDING |
| | IRON MONITOR |
| | IRON MONITOR |
| | (1/2" x 1/2") |
| | PLASTIC |
| | 3/8" x 18" |
| PP | POWER POLE |
| TP | TELEPHONE POLE |
| | STREET LIGHT |



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Z. Westphal
Authorized Signature

5/1/95
Date

Board Action Requested

Update on legislation

DISCUSSION ONLY

Request Justification

See attached tracking sheet.

Budgeting and Accounting *Mark Johnson* 5/2/95

County Attorney *Don McMillan*

Risk Manager _____

Documentation certified complete for:

May 9, 1995 *Bette Kuysh* May 3, 1995
Board Date Signature Date

1995 TRANSPORTATION LEGISLATION

<i>Bill No.</i>	<i>Author</i>	<i>Subject</i>	<i>Status</i>
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Gas tax increase, metro sales tax

SF 832	Flynn	Increases gas tax 5 cents per gallon; imposes 1/2 cent metro sales tax for transit.	Passed in Transportation Cmte. Referred to Taxes.
HF 1121	Lieder	Companion to SF 832.	Referred to Transportation Cmte.

HACA

SF 1131	Runbeck	Homestead and Agricultural Credit Aid eliminated to special taxing districts.	Referred to Taxes.
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Gas tax increase

SF 573	Chmielewski	Increases gas tax five cents per gallon, changes CSAH formula.	Passed in Transportation Finance Cmte. Referred to Government Operations.
HF 1766	Tunheim	Companion to SF 573	Referred to Transportation Cmte.

State Funding for transit

SF 1536	Langseth	Appropriates \$69 million for metro transit operations for biennium. Requires congestion pricing demonstration project and funds electric bus demonstration project in St. Cloud	Passed in Senate.
HF 1793	Lieder	Appropriates \$84 million for metro transit operations for biennium.	Passed in Ways and Means Cmte. Sent to House floor.

1995 TRANSPORTATION LEGISLATION

<i>Bill No.</i>	<i>Author</i>	<i>Subject</i>	<i>Status</i>
<u>Bonds for transit</u>			
HF 1073	Simoneau	Increases Metro Council bonding authority to \$50 million for transit.	Referred to Taxes.
SF 835	Pappas	Companion to HF 1073.	Passed in Finance. Referred to Taxes.
<u>Capital funds for transit</u>			
SF 281	Flynn		Passed in Senate - to Conf.
HF 585	Pariseau		Passed in House - to Conf.
<u>Transit Governance</u>			
HF 1675	Osthoff	Transfers Metro Council transit planning and operations to Mn/DOT.	Referred to Transportation Cmte.
<u>High speed bus</u>			
HF 342	Garcia	Establishes high speed bus service pilot project and advisory committee.	Passed in Transportation Cmte.
SF 615	Riveness	Companion to HF 342.	Passed in Transportation Committee. On Special Orders.

1995 TRANSPORTATION LEGISLATION

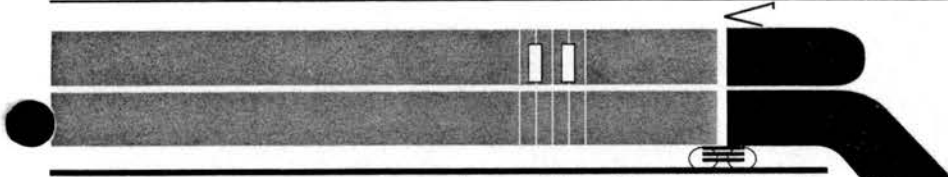
<i>Bill No.</i>	<i>Author</i>	<i>Subject</i>	<i>Status</i>
<u>High speed rail</u>			
HF 729	Frerichs	Appropriates \$630,000 for biennium from general fund for phase II feasibility study of high speed rail in Minnesota, Wisconsin, and Illinois.	Passed in Transportation Finance. Referred to Economic Development.
SF 696	Morse	Companion to HF 729.	Passed in Transportation Committee. Referred to Finance Committee.
<u>Highway user tax</u>			
HF 931	Wagenius	Constitutional amendment to permit highway user tax use to be used for transit, bikes, and pedestrians. At least 45% of the state's share of revenues must be allocated to Mpls.-St. Paul metro area.	Referred to Transportation Cmte.
SF 794	Ranum	Companion to HF 931.	Referred to Transportation Cmte.
<u>Transit studies</u>			
HF 1056	Garcia	The Council shall study coordination of transit services and electric vehicle technology.	Passed in House Cmte.
SF 837	Pappas	Companion to HF 1056.	Passed in Transportation Cmte.
<u>Reduced property tax rates in transit zones</u>			
SF 998	Flynn	Commercial and industrial property constructed within 1/4 mile of transit route, including LRT, has reduced taxes.	Referred to Taxes.
HF 1173	Wagenius	Companion to SF 998.	Referred to Taxes.

1995 TRANSPORTATION LEGISLATION

<i>Bill No.</i>	<i>Author</i>	<i>Subject</i>	<i>Status</i>
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Telecommuting Study

SF 1318	Langseth	Authorizes Senate committees to coordinate a study of telecommuting and its effect on transportation.	Referred to Transportation Cmte.
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Ramsey County Regional Railroad Authority

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

John T. Finley, Chairman
District 3

Dick Wedell, Vice Chairman
District 1

Warren W. Schaber, Secretary
District 6

Susan M. Haigh, Treasurer
District 4

Hal Norgard
District 7

Rafael E. Ortega
District 5

Brenda C. Thomas
District 2

AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, JUNE 13, 1995

10:30 AM - COUNCIL CHAMBERS - 3rd FLOOR COURTHOUSE

CHAIRMAN'S COMMENTS

1. * Minutes of the Ramsey County Regional Railroad Authority Board Meeting of May 9, 1995
2. Legislative update
3. *
 - a) Approve permit to John and Ann McKinney for retaining wall, bituminous surfacing, and other material on Northeast Corridor right of way, and
 - * b) Authorize The Chairman of RCRRA to sign the permit
4. *
 - a) Approve contract with Benshoof Construction Co. for the repair of the Preble street retaining wall in the amount of \$37,391; and
 - * b) Authorize the Chairman to sign the contract on behalf of RCRRA; and
 - * c) Approve the agreement with Kristin Dawkins relating to the fence to be installed atop the retaining wall and adjacent to Ms. Dawkins' property at 678 Preble St.; and
 - * d) Authorize the Chairman to sign the agreement on behalf of RCRRA
5. Update on request from the City of St. Paul Public Works Department to change the grade and remove soil from a portion of the Northeast Corridor right of way.
6. * Ratify quarterly report of payments for RCRRA January 1, 1995, through March 31, 1995
- * Action is requested

1

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
BOARD MEETING

May 9, 1995

The Ramsey County Regional Railroad Authority met on Tuesday, May 9, 1995, at 11:00 a.m., in Council Chambers.

MEMBERS PRESENT: Chairman John T. Finley
Commissioner Susan M. Haigh
Commissioner Hal Norgard
Commissioner Rafael E. Ortega
Commissioner Brenda Thomas
Commissioner Warren Schaber
Commissioner Dick Wedell

OTHERS PRESENT: Jerry Seck, Courtney Cushing, Dave MacMillan, Terry Schutten, Karen Tero, Kathryn DeSpiegelaere, Dave Sipila, and Committee Coordinator Bette Kurysh.

Chairman Finley called the meeting to order at 11:13 a.m.

1. Minutes of the Ramsey County Regional Railroad Authority Board Meeting of April 25, 1995.

Commissioner Hal Norgard moved the following recommendation, seconded by Commissioner Rafael Ortega.

The Ramsey County Regional Railroad Authority approves the minutes of the Board Meeting of April 25, 1995, as written.

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

CHAIRMAN'S COMMENTS

Chairman Finley said that the City of St. Paul was originally scheduled to make a presentation at today's meeting regarding the Phalen berm issue, but did not have all the necessary data prepared to do so. Commissioners received a memo from Kathy DeSpiegelaere outlining progress. The City of St. Paul will make its presentation at a future meeting.

1

2. Approve permit to John and Ann McKinney on NE Corridor right of way.

Dave Sipila, Rail Authority Right of Way Specialist, said that the permit will provide for continued use of a portion of the Northeast Corridor right of way owned by the Rail Authority which is adjacent to the property at 1298 Arlington in St. Paul. The use of a retaining wall and bituminous surfacing was in place prior to the Rail Authority acquiring the property, and there is no written agreement for this land usage.

Mr. Sipila indicated that this land is not needed for trail use or other public use at this time and the permit will provide for \$100 annual payment to the Rail Authority with the Rail Authority retaining the option to cancel the permit upon 30 days' written notice.

Commissioner Schaber said that upon reviewing the permit, he did not see a cancellation provision. Commissioner Schaber also said that the permit does not indicate the \$100 per year fee nor if there is an annual renewal.

Mr. Sipila said that it appears the second page of the permit has been omitted from the documentation.

It was decided by the Rail Authority Board that this item should be deferred until the next Rail Authority meeting when a complete permit is made available.

3. Legislative update.

Ms. Kathryn DeSpiegelaere, Director of LRT Planning for the Ramsey County Regional Railroad Authority, said that Jerry Seck provides intergovernmental relations on behalf of the Rail Authority and will present information to the Board today.

Mr. Seck introduced his intern, Courtney Cushing, who has assisted him at the Capitol in legislative matters.

Mr. Seck said that for transportation advocates, the legislative session has been very disappointing. Mr. Seck said that he and Ms. DeSpiegelaere met with Senator Langseth, who chairs the Senate Transportation Finance Committee. Senator Langseth hopes that things will come together in terms of transportation funding for roads and transit.

Mr. Seck said that he and Chairman Finley met with Senator Steve Morse, who is working with Senator Kiscaden on the high speed rail from Chicago to the Twin Cities, and indicated an interest in getting together after the session to work things out because there are people who have broader interests in rail than just the Twin Cities.

Mr. Seck said that progress for light rail has been disappointing - there has not been anything negative nor positive happening regarding any transportation program.

Minutes

Page 3

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

May 9, 1995

Chairman Finley said that the five cent gas tax increase merely maintains the roads and bridges and provides nothing for any expansion for any type of program. There is one bill - a \$50 million dollar bonding authorization - that passed in a couple of committees in the House and Senate. It is a bonding authorization for improvement or replacement of buses only.

Commissioner Wedell said that the impact on St. Paul transit service will be severe and bus service will be cut here with the proposed legislation.

Mr. Seck said that the strategy Senator Langseth has embarked upon is to ratchet down funding for transportation in general. It would put a tremendous amount of political pressure on the system to have a major new funding source for transportation. There is no enthusiasm for any new taxes. The Governor has not given any indication of support for any type of tax increase.

Commissioner Susan Haigh asked Ms. DeSpiegelaere if anything further is happening regarding the St. Louis proposal for investment tax credit for light rail financing.

Ms. DeSpiegelaere said that a new proposal has been discussed for federal funding similar to an investment tax credit. This is being presented to St. Louis' congressional delegation and they have met with officials from the Federal Transit Administration and from the American Public Transit Association. The proposal was well received by these groups. Key U.S. Senate Finance Committee Members have been targeted regarding this proposal.

Commissioner Haigh asked Ms. DeSpiegelaere if a financial analysis has been completed by St. Louis, and if so, could the Rail Authority receive a copy. It may provide some impetus or interest on the State level if there is some hope that there is federal change that would provide a new revenue source

Ms. DeSpiegelaere said the process is called "scoring" and the analysis has not yet been completed. Ms. DeSpiegelaere said she would check on the status of it.

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

5/31/95
Date

Board Action Requested

Legislative update

DISCUSSION ONLY

Request Justification

See attached: 1) Memorandum from K. DeSpiegelaere
2) Article from Star Tribune

Budgeting and Accounting

Marlene Johnson 6/5/95

County Attorney

Paul Mitchell

Risk Manager

Documentation certified complete for:

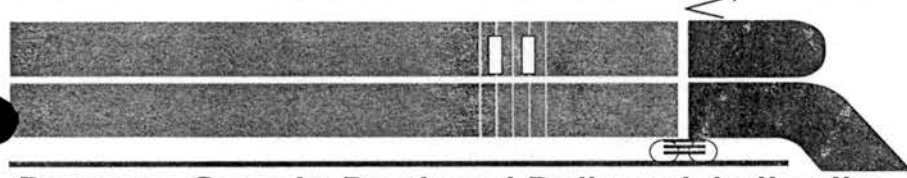
June 13, 1995

Board Date

Bette Kurysh
Signature

6/8/95

Date



Ramsey County Regional Railroad Authority

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

John T. Finley, Chairman

District 3

Dick Wedell, Vice Chairman

District 1

Warren W. Schaber, Secretary

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Hal Norgard

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Rafael E. Ortega

District 5

Brenda C. Thomas

District 2

MEMORANDUM

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

FROM: Kathryn Despiegelaere, Director of LRT Planning *XD*

DATE: June 6, 1995

SUBJECT: Legislative Summary

An analysis of legislation enacted in the 1995 session related to transit and regional railroad authorities included:

Chapter 265, SF 371 Transit operating appropriation; I-394 lanes; congestion pricing, electric vehicles

Appropriates \$83 million for metro transit operations for the next two years, \$10 million less than requested by the Metropolitan Council, \$15 million more than the current budget. \$625,000 of the amount may be used as a match for federal funds for a high speed bus demonstration project. \$354,000 of the amount will be used for security measures on transit vehicles, including Plexiglas enclosures for drivers and on-bus surveillance cameras.

Requires construction of an additional lane on I-394 near Penn Avenue.

Requires Mn/DOT to implement a demonstration congestion pricing project on an interstate facility by June 30, 1997.

Appropriates \$250,000 from the trunk highway fund for research and testing of a road-powered electric vehicle system as part of the Saints road project in St. Cloud.

NOTE: This item was line-item vetoed by Governor Carlson on June 1.



Chapter 236, SF 281 Transit bonding

Re-authorizes \$32 million in transit bonds.

Chapter 264, HF 1864 Omnibus tax bill --
HACA and transit zone tax

Reduces special taxing districts' Homestead and Agricultural Credit Aid (HACA) for 1996 by a maximum of 0.45 percent of the 1994 adjusted net tax capacity. For Ramsey County Regional Railroad Authority, the 1996 decrease is \$4,843.30.

Modifies the tax rate on class 3a commercial/industrial property constructed after January, 1996 within a transit zone from 4.6% to 4%. A transit zone is an area within 1/4 mile of a bus route inside the metropolitan urban service area. This provision also applies to a light rail transit route if construction funds are committed. The Metropolitan Council will provide transit zone maps to tax assessors.

Chapter 176, HF 833 Comprehensive plan update required

Counties, cities, and towns in the metro area are required to update comprehensive plans, including the transportation element of the plan, every 10 years.

Light Rail Transit -- State and federal funding for the next two phases of work for the Central Corridor, (1) preliminary engineering/final environmental impact statement and (2) final design; were appropriated previously by Congress and the State Legislature.

Not enacted -- Bills were introduced but did not pass on the following subjects:

A metro-area general sales tax to replace the property tax levy for metro transit services.

\$50 million in additional bonding authority for metro transit.

A gas tax increase.

KD/blk

Bus gains on car for quick commute

By Laurie Blake
Staff Writer

When can a bus go faster than a Porsche? At rush hour in the Twin Cities.

Special freeway privileges now put buses as much as 10 minutes ahead of cars on some congested freeways.

"Before we could say that the bus was cheaper and more reliable than the car, but we could never say it was faster," said Aaron Isaacs, the director of team transit for the Metropolitan Council Transit Operations (MCTO).

"Now we can say that in selected cases, and there's going to be more coming," Isaacs said.

A time advantage over cars is critical in winning new bus passengers. Many commuters, surveys show, don't ride the bus because they think it will take three times as long to get to work.

Buses can beat cars during rush hour

Bus privileges continued on page 3B

Bus privileges/ Budget cuts will be difficult

Continued from page 1B

because two Twin Cities-area freeways have lanes reserved for buses and car pools; 11 freeways and highways have 43 miles of shoulder lanes to move buses around bottlenecks, and 49 freeway entrances have special no-wait on-ramps for buses and car pools.

But even with route-by-route victories over the car, buses continue to lose in the larger competition for commuters.

Passenger numbers have leveled off in the 1990s at about 66 million a year, down from the 70-million range in the 1980s and significantly below the peak of 93 million during the fuel crisis of 1979.

As ridership has been dropping, operating costs have been rising and the state and federal governments have been reluctant to spend more money to subsidize mass transit.

Seven MCTO routes were cut in April, and service will be reduced by another 5 to 6 percent by December, spokesman Bob Gibbons said.

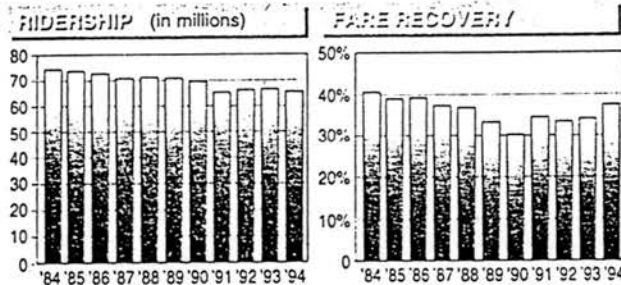
So while some buses are moving faster, there's a larger question: Where is the bus system going?

In the perennial search for a formula to reverse the ridership decline, the Metropolitan Council, which took charge of bus service last summer, has decided to redesign the system next year.

"We know we have to change," said Mary Hill Smith, chairwoman of the Met Council's Transportation Committee. "We have a system that could

Bus service squeeze

Bus ridership has declined, and bus fares have risen as high as is competitively possible. Because fares — which are required by state law to pay for at least 35 percent of the cost of operating the buses — are no longer a growing source of funding, officials expect to announce a cut in service in September. Likely cuts include reductions in weekend service, route frequencies and service into suburban neighborhoods.



Source: Metropolitan Council Transit Operations.

Star Tribune Graphic

have been great 20 years ago that has not met the demand of the current-day transit riders.

"Most of our bus lines follow the old cable-car lines. What we know is that most people who commute to their jobs are not necessarily going from far regions of the suburbs into downtown Minneapolis, but they are going from suburb to suburb to suburb. That's true for shopping, for schools, for employment, even recreation."

Officials want to change the bus system to fit this pattern. But they don't yet know how.

Over the summer, local officials will

be invited to erase the route lines on bus service maps and draw in lines they would prefer, said Tom Sather, general manager of the MCTO. These ideas will help guide the redesign.

"There are pockets of employment in suburban locations that could use some service, and we've not addressed those the way we should have addressed them," he said.

While redesigning the service, officials also will have to trim it by a total of 10 percent.

The Legislature authorized \$83 million for bus service over the next two

years — \$15 million more than the state spent in the past two years but \$10 million less than the Met Council had wanted.

Weekend, evening and holiday service are possible targets for trimming. The frequency of some routes may be reduced. And routes may be terminated at park-and-ride lots instead of in nearby neighborhoods.

"I think we've gotten through the cuts that were easy. Now I think the public will start to notice them," Sather said.

As part of the redesign of the system, Sather said, it may be time to pull back service from the far reaches of the metropolitan area and focus on cities inside the boundary formed by Interstate Hwys. 494 and 694.

The MCTO has been shifting service from its core area to such places as the western border of Minnetonka and the southern tip of Burnsville, Sather said.

"Maybe we ought to be investing more in the local service and provide a higher-quality, better level of service there and allow the suburban locations to find other ways to provide some transportation," he said.

The Met Council's redesign of the service will force a decision about what role the bus system should play in the marketplace, Sather said.

"Maybe we have to get this notion out of our heads that we are going to supply 94 to 95 percent of the bus trips," he said. "We may have to allow for opportunities for other transit providers in the region."

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/2/95
Date

Board Action Requested

- A) Approve permit to John and Ann McKinney for continued location of railroad tie retaining wall, bituminous surfacing, and personal property on RCRRA NE Corridor adjacent to 1298 Arlington Avenue East, St. Paul;
- B) Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the permit on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

- See attached: 1) Proposed resolution
- 2) Memorandum from K. DeSpiegelaere with attachment.

Budgeting and Accounting

County Attorney

Risk Manager

Documentation certified complete for:

June 13, 1995

Board Date

Bette Luysh
Signature

6/8/95

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

Page 1 of 2

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

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

WHEREAS, At the time of acquisition, several areas of the Northeast Corridor right of way were subject to unauthorized encroachment by neighboring property owners; and

WHEREAS, One of the pre-existing encroachments is a railroad tie retaining wall, bituminous surfacing, and personal property adjacent to the residence at 1298 Arlington Avenue East in St. Paul; and

WHEREAS, The encroaching parties, John and Ann McKinney, have requested a permit for their continued use of this portion of the RCRRA property; and

WHEREAS, This section of the Northeast Corridor is not needed for public use at this time; and

WHEREAS, The granting of a permit for the continued use of this property will not affect the future development potential of the corridor for light rail transit or trail use; and

WHEREAS, The consideration for this permit will be \$100 annually, and the permit may be canceled upon 30 days written notice by RCRRA; Now, Therefore, Be It

RESOLVED, That the proposed permit, a copy of which is attached hereto, is hereby approved; and Be It Further

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

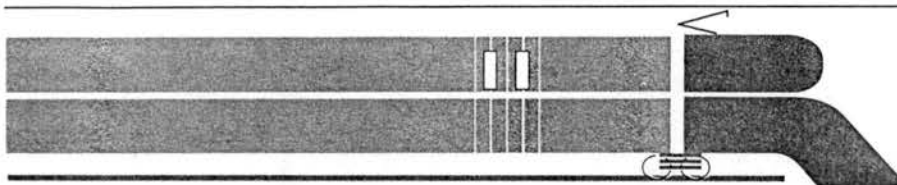
Page 2 of 2

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
John T. Finley	_____	_____	_____
Susan M. Haigh	_____	_____	_____
Hal Norgard	_____	_____	_____
Rafael E. Ortega	_____	_____	_____
Warren W. Schaber	_____	_____	_____
Brenda Thomas	_____	_____	_____
Richard Wedell	_____	_____	_____

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

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

MEMORANDUM

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

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

SUBJECT: Encroachment permit, 1298 Arlington Avenue East
John and Ann McKinney

DATE: April 18, 1995

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

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

When the property was acquired by RCRRA, it was subject to various types of private encroachment by neighbors to the corridor. RCRRA staff have been addressing these situations on a case by case basis, using the guidelines as outlined in the Management Plan. Several of the encroachments are to be removed from the RCRRA property by the encroaching party this spring.

The property at 1298 Arlington Avenue East contains a railroad tie retaining wall, bituminous surfacing, and personal property that encroach onto the RCRRA property. These improvements were established without a written agreement prior to RCRRA acquisition of the corridor. The owners of 1298 Arlington, John and Ann McKinney, have requested a permit for the continued use of the RCRRA property.

This section of the corridor will not be improved with trails during the next few years, and the granting of the attached permit will not preclude future development of the corridor by RCRRRA.

Consideration for this permit will be \$100 per year, and the permit can be canceled by RCRRRA at any time upon 30 days written notice.

Recommendation:

Approve the permit to John and Ann McKinney for the continued location of a railroad tie retaining wall, bituminous surfacing, and personal property on the RCRRRA Northeast Corridor adjacent to their residence at 1298 Arlington Avenue East, St. Paul;

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

KD/blk
Attachments

PERMIT

This permit, made this _____ day of _____, 1995, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and John and Ann L. McKinney, parties of the second part (hereinafter referred to as "Permittee").

WITNESSETH:

WHEREAS, RCRRA is the owner of the Burlington Northern Railroad Company's former St. Paul to Maplewood branch line right of way, now abandoned, which includes a strip of land 100 feet in width located between Johnson Parkway and Arlington Avenue in the City of St. Paul, Minnesota (hereinafter the "right of way"); and

WHEREAS, the Permittee is the owner of a certain other parcel of land which lies adjacent to and westerly of the right of way, described as follows:

All that part of Government Lot one (1) lying West of the Northern Pacific Railway right of way in the Southwest Quarter (SW 1/4) of Section twenty-two (22), Township twenty-nine (29), Range twenty-two (22), according to the Government survey thereof,

(hereinafter the "property"); and

WHEREAS, the correct location of the boundary lines of the right of way are as shown upon the plat of survey attached hereto as Exhibit A; and

WHEREAS, the Permittee has constructed or caused to be constructed on the right of way a railroad tie retaining wall, bituminous surfacing, and personal property (hereinafter the "encroachments") running north and south upon the right of way adjacent to the property, the location of which encroachments are also shown upon Exhibit A,

NOW THEREFORE, in order to define the rights of the respective parties at the present and in the future, it is agreed as follows:

1. Admission of No Right. The Permittee agrees that the correct location of the boundary line between the property and the right of way is as shown upon Exhibit A, which is incorporated by reference and hereby made a part of this permit, and that the encroachments stand upon the right of way. The Permittee does not now, nor will it hereafter claim any right or title to the right of way by reason of past, present, or future occupancy thereof.
2. License to Use. RCRRA agrees that the Permittee may use and enjoy all that portion of the right of way which is presently occupied by the retaining wall and that portion of the right of way between the retaining wall and the

property, as shown in yellow on Exhibit A (hereinafter the "premises"), subject to the restrictions outlined in paragraph 5 of this permit, and may maintain the retaining wall where it now stands.

3. **Consideration.** In consideration of the foregoing the Permittee will pay to RCRRA as rent for the use of the premises, the sum of One Hundred Dollars (\$100.00) per year, as an acknowledgment that the use and enjoyment of the premises is under this permit, and not otherwise.
4. **Termination.** RCRRA may terminate this permit at any time by giving thirty (30) days notice in writing to that effect to the Permittee, and thereupon the Permittee shall immediately remove the encroachments from the right of way and restore the premises to the satisfaction of RCRRA. If the Permittee shall fail so to do, RCRRA may remove or otherwise dispose of the encroachments as it sees fit at the expense of the Permittee, without any liability for damages.
5. **Prohibited Uses.** The following uses of the premises by the Permittee are prohibited:
 - a. The construction, installation, or placement of additional walls, fencing, billboards, structures, or physical site improvements of any kind.
 - b. The obstruction of waterways, lines of drainage, or utilities, if any.
 - c. Burning or disking operations to control or kill trees, brush and other vegetation.
 - d. The dumping of any materials whatsoever, natural or manufactured, or the accumulation of junk, debris, or other unsightly materials.
 - e. The use, storage, treatment, transport, manufacture, handling, or production of any hazardous substance.
6. **Taxes.** The Permittee shall pay any and all taxes, special assessments, or other charges which may be levied against the premises as a result of this permit.
7. **Indemnification.** The Permittee shall hold harmless and indemnify RCRRA, its commissioners, agents, and employees, from and against any and all liability, costs, claims for damages, actions, or causes of action arising out of its use of the premises pursuant to this permit.
8. **Insurance.** In order to protect itself, as well as RCRRA under the indemnification provisions set forth in paragraph 7, the Permittee agrees to purchase and maintain in force during the entire term of this permit a policy of General Liability Insurance with a minimum coverage limit of \$300,000. RCRRA shall be added as an additional insured on the policy and a certificate of insurance evidencing such coverage shall be provided by the Permittee to RCRRA.
9. **Non-exclusivity.** This agreement is non-exclusive and the license herein granted is subject to the outstanding rights of others to occupy the premises.

10. Assignment. The Permittee shall not transfer, assign, or sublet its interest in this permit without the prior written consent of RCRRA.

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

Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102

and to the Permittee at:

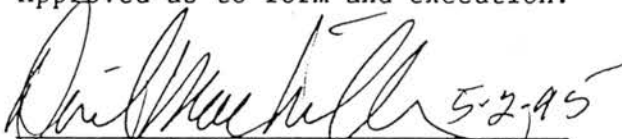
John and Ann L. McKinney
1298 East Arlington Avenue
St. Paul, MN 55106-1427

12. Removal. Subject to the provisions of paragraph 4 hereof, it is the intention of the parties hereto that this permit and the covenants herein contained shall remain in force and effect only so long as the present encroachments shall remain standing upon the right of way; upon the removal or destruction of the encroachments all rights of the Permittee here agreed upon shall cease.

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

Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY


David F. MacMillan Date
Assistant Ramsey County Attorney

By _____ Date
John T. Finley
Chair

Insurance approved:


Georgiann Schulte Date
Risk Management

PERMITTEE:

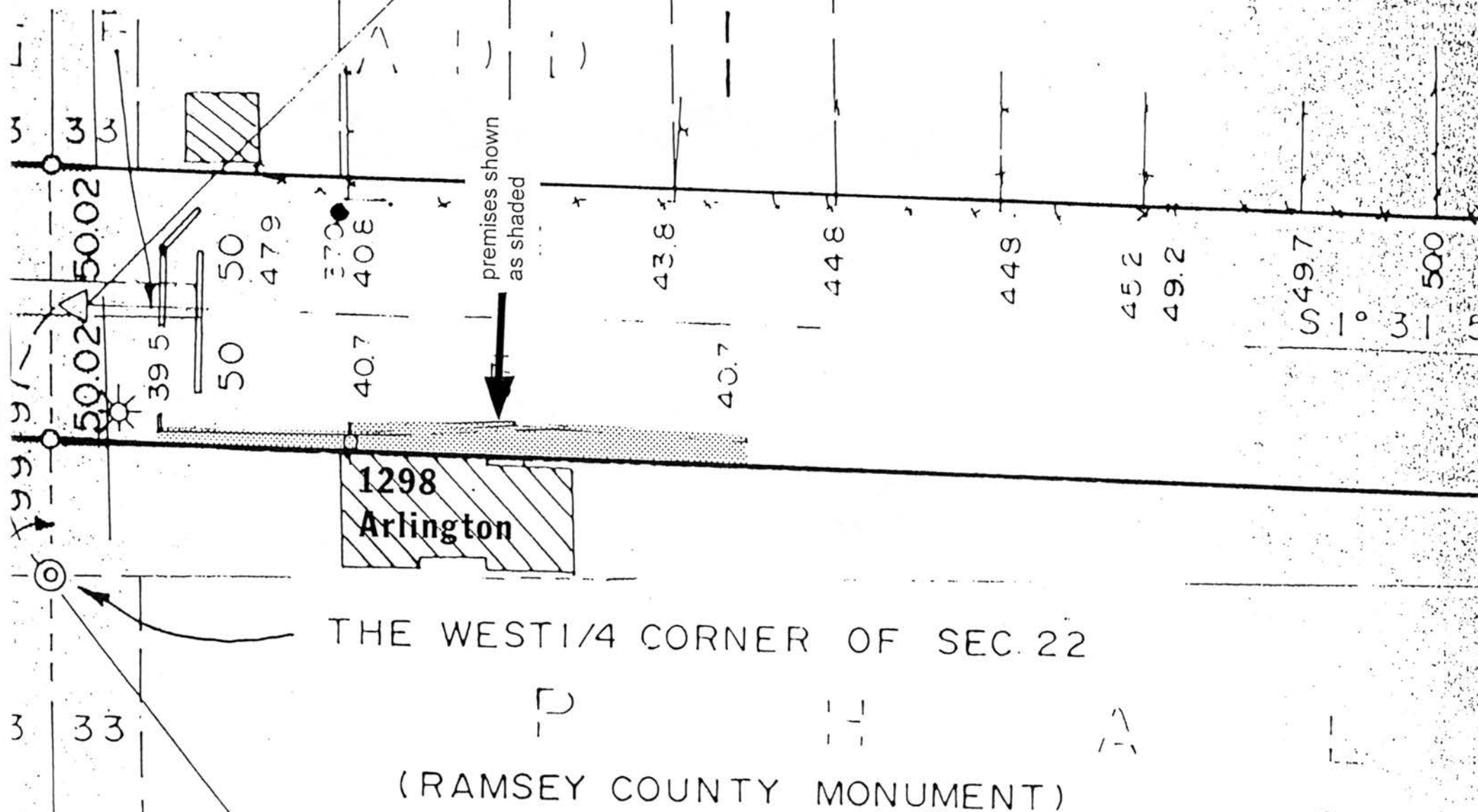
John McKinney 4.4.1995
John McKinney Date

Mrs. Ann L. McKinney
Ann L. McKinney Date

This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: PNE042

EXHIBIT A

PNE042



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/2/95
Date

Board Action Requested

A) Approve the contract with Benshoof Construction Co. for the repair of the Preble Street retaining wall; and

B) Authorize the Chairman to sign the contract on behalf of RCRRA; and

C) Approve the agreement with Kristin Dawkins relating to the fence to be installed atop the retaining wall and adjacent to Ms. Dawkins' property at 678 Preble St.; and

D) Authorize the Chairman to sign the agreement on behalf of RCRRA

ACTION IS REQUESTED

Request Justification

See attached: 1) Proposed resolution
2) Memorandum from K. DeSpiegelaere with attachments.

Budgeting and Accounting

Mark J. Jansen 6/5/95

County Attorney

Dan Macmillan

Risk Manager

Xavier G. Kaper 6-2-95

Documentation certified complete for:

June 13, 1995

Board Date

Signature

6/8/95

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

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

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

WHEREAS, In the late 1800's, a retaining wall was built on the right of way at the approximate intersection of Preble Street in St. Paul, which wall provides support for adjoining residential properties and protects the rail corridor itself; and

WHEREAS, The wall is in need of repair; and

WHEREAS, Ramsey County Regional Railroad Authority has solicited bids from qualified contractors to perform the required repairs to the wall; and

WHEREAS, The lowest responsible bidder is Benshoof Construction Co., in the amount of \$37,391; and

WHEREAS, The adjoining residential property owner, Kristin Dawkins, has requested the opportunity to upgrade the type of fencing to be installed at the top of the wall during the repair project; and

WHEREAS, An agreement has been reached with Ms. Dawkins regarding the cost, ownership, and maintenance responsibility for the fence; Now, Therefore, Be It

RESOLVED, That the proposed contract with Benshoof Construction Co. for the repair of the wall is hereby approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the contract on behalf of Ramsey County Regional Railroad Authority; and Be It Further

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

RESOLVED, That the proposed agreement with Kristin Dawkins pertaining to the fence to be installed at the top of the wall is hereby approved; and Be It Further

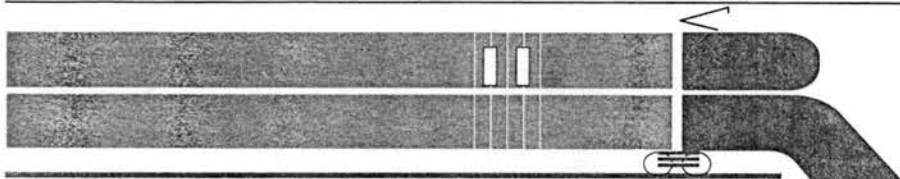
RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the agreement on behalf of Ramsey County Regional Railroad Authority.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

	YEA	NAY	OTHER
John T. Finley	___	___	___
Susan M. Haigh	___	___	___
Hal Norgard	___	___	___
Rafael E. Ortega	___	___	___
Warren W. Schaber	___	___	___
Brenda Thomas	___	___	___
Richard Wedell	___	___	___

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

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

John T. Finley, Chairman
District 3

Dick Wedell, Vice Chairman
District 1

Warren W. Schaber, Secretary
District 6

Susan M. Haigh, Treasurer
District 4

Hal Norgard
District 7

Rafael E. Ortega
District 5

Brenda C. Thomas
District 2

MEMORANDUM

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

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

SUBJECT: Contract for repair of Preble Street retaining wall and
fencing agreement, Kristin Dawkins

DATE: June 2, 1995

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

The section of the Northeast Corridor that passes through the Swede Hollow park area in St. Paul is bordered on the north and west by a steep slope rising above the right of way. When the original railroad cut through this embankment, several retaining walls were built on the right of way to support the adjoining residential properties at the top of the slope and to protect the rail facilities below. One of these walls, located at the end of Preble Street, was constructed in the late 1800's and is in need of repair. The general location of this wall is shown on the attached map.

Ramsey County Public Works Department has prepared written specifications for the repair of the wall. The repairs will involve replacing of a crumbling wing wall, shotcreting the face of the wall, and installing a five foot high fence at the top of the wall.

The City/County Purchasing office has solicited bids for the repair of the retaining wall, based upon the repair specifications. The two bids that were received are:

Benshoof Construction Co.	\$37,391
Paragon Construction	\$37,940

Staff have prepared a contract with the lowest responsible bidder, Benshoof Construction. A copy is attached, and includes the repair specifications.

Additionally, the owner of the adjoining residential property, Kristin Dawkins, has requested the opportunity to upgrade the type of fencing to be installed as part of this project. An agreement has been reached with Ms. Dawkins whereby she agrees to fund any additional cost for the upgrading of the fence beyond the chain link fence which RCRRA would fund, subject to RCRRA approval of the fence design. The Public Works Department has reviewed and approved Ms. Dawkins' proposed fence. The agreement also clarifies ownership and future maintenance responsibility.

Funds were budgeted in 1994 for the repair of this wall.

Recommendation:

- (a) Approve the contract with Benshoof Construction Co. for the repair of the Preble Street retaining wall, in the amount of \$37,391; and
- (b) Authorize the Chairman of the Regional Railroad Authority to sign the contract on behalf of the Authority; and
- (c) Approve the agreement with Kristin Dawkins relating to the fence to be installed atop the retaining wall and adjacent to Ms. Dawkins' property at 678 Preble Street, St. Paul; and
- (d) Authorize the Chairman of the Regional Railroad Authority to sign the agreement on behalf of the Authority.

KD/blk
Attachments

TABULATION OF BID A2480-8
REPAIR CONCRETE WALL
RC REGIONAL RAIL AUTHORITY
BID OPENING DATE: APRIL 19, 1995

BRUCE THOMPSON - PROCUREMENT SPECIALIST

101

TARGETED VENDOR:	BENSHOOF CONST. STEVE HOLUM 429-0468 YES	PARAGON CONST. DAVE PARK 227-1797 NO
------------------	---	---

ITEM NO.	ADDENDA:	0	0
2101.511 - LS CLEAR & GRUB ESTIMATED QUAN.	1	1	
UNIT PRICE		2000.	
AMOUNT	\$625.00	2000.00	

0411.603 - SQ.FT. SHOTCRETE WALL ESTIMATED QUAN.	1500	1500	
UNIT PRICE	19.56	13.50	
AMOUNT	\$29,340.00	20250.00	

2411.501 - CU.YD. STRUCTURAL CONCRETE ESTIMATED QUAN.	23	23	
UNIT PRICE	283.00	550.00	
AMOUNT	\$6,509.00	12650.00	

2557.501 - LN.FT. CHAIN LINK FENCE ESTIMATED QUAN.	95	95	
UNIT PRICE	9.65	32.00	
AMOUNT	\$917.00	3040.00	

PROJECT TOTAL:	\$37,391.00	\$37940.00	
----------------	-------------	------------	--

TERMS:	0% 30 DAYS	0% 30 DAYS	
--------	------------	------------	--

4/20/95MM

***** BID PROPOSAL *****

PROJECT: PREBLE STREET RETAINING WALL

RCRRA File INE007

ITEM NO.	CONTRACT ITEM	UNIT	ESTIMATED QUANTITIES	UNIT PRICE	AMOUNT
2101.511	CLEAR & GRUB	LS	1		\$ 625. ⁰⁰
0411.603	SHOTCRETE WALL REPAIR	SQ. FT.	1500	19.56	\$ 29,340. ⁰⁰
2411.501	STRUCTURAL CONCRETE	CU. YD.	23	283. ⁰⁰	6,509. ⁰⁰
2557.501	CHAIN LINK FENCE	LN. FT.	95	9.65	917. ⁰⁰

PROJECT TOTAL = \$ 37,391.⁰⁰

NAME OF FIRM: BENSHOOF CONSTRUCTION

ADDRESS: 2398 South Shore Blvd.

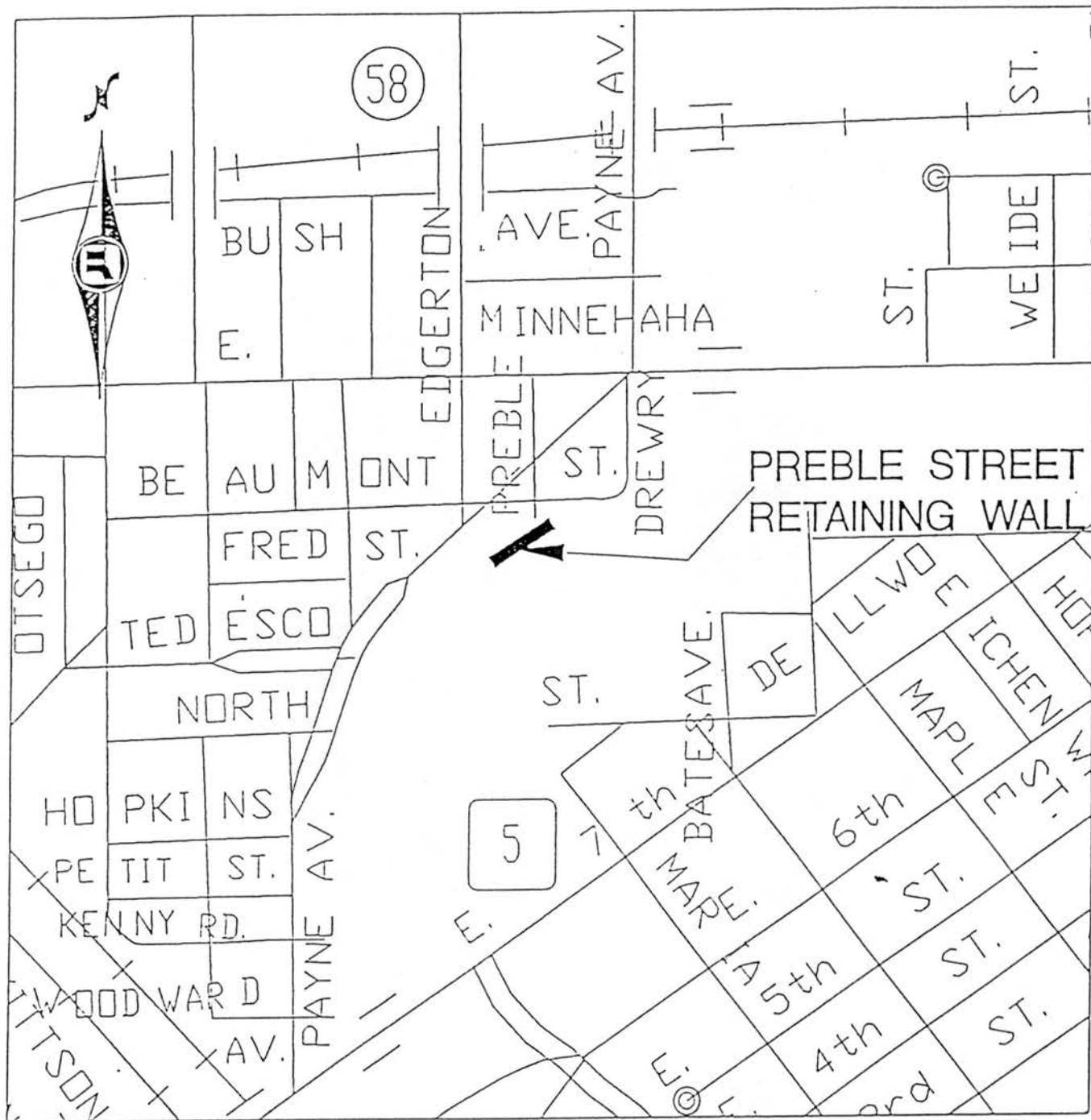
White Bear Lk, Mn 55110

ESTIMATE GIVEN BY: DAVID BENSHOOF

TITLE: PTNR

DATE: 4/19/95

NUMBER OF ADDENDUMS RECEIVED: 0



Department of Public Works

PROJECT LOCATION MAP

PREBLE STREET
RETAINING WALL

RAMSEY COUNTY

JOINT PURCHASING OFFICE
ROOM 280 - CITY HALL - COURTHOUSE
ST. PAUL, MINNESOTA 55102



THIS NUMBER MUST APPEAR ON ALL
INVOICES AND CORRESPONDENCE
REGARDING THIS ORDER.

P.O. NO.

CC0000092

PAGE

1

TO INSURE PROMPT PAYMENT:

DO NOT SHIP C.O.D. OR SHIPPING CHARGES COLLECT.
MAIL INVOICE IN TRIPLICATE SHOWING PURCHASE ORDER NUMBER TO ADDRESS SHOWN BELOW.

PURCHASE ORDER

P.O. DATE

05/11/95

REQ. NO.

REGR-5-248

FEDERAL TAX ID NO.

41-1731785

VENDOR NO.

29316

VENDOR PHONE NO.

429-0468

SHIP TO: (Same as "INVOICE TO" unless shown below)

RC REGIONAL RAILROAD
50 KELLOGG BLVD W - #360
ST PAUL MN 55102

THE VENDOR IS ASSUMED TO BE WILLING TO COMPLY WITH APPLICABLE REQUIREMENTS
OF THE EQUAL EMPLOYMENT OPPORTUNITY PROGRAM OF RAMSEY COUNTY. IT IS
FURTHER UNDERSTOOD THAT THE VENDOR IS WILLING TO PARTICIPATE AND BE
EVALUATED BY THE COUNTY'S AFFIRMATIVE ACTION DEPT. IN ORDER TO DETERMINE
COMPLIANCE WITH SAID PROGRAM.

TERMS

NET 30

DELIVER

VENDOR: BENSHOOF CONSTRUCTION
2398 SHORE BLVD S
WHITE BEAR LAKE MN 55110

INVOICE TO:

RC REGIONAL RAILROAD
50 KELLOGG BLVD W - #360
ST PAUL MN 55102

ACCOUNT CODE	QUANTITY	DESCRIPTION	UNIT COST	AMOUNT
591-59109-020802	1	FURNISH ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY OR INCIDENTAL TO THE REPAIR OF THE PREBLE STREET RETAINING WALL IN ACCORDANCE WITH ALL TERMS CONDITIONS AND SPECIFICATIONS OF BID A-2480-8. VENDOR CONTACT: STEVE HOLUM 429-0468 DEPT CONTACT: DAVE SIPILA 266-2764 TOTAL:	37,391.00	37,391.00
		040400 591 59109 020802 3,000.00 R94 591 59109 040400 34,391.00 37,391.00		37,391.00

FOLLOW ROUTING SEQUENCE FOR SIGNATURE BOXES BELOW FOR CONTRACT PURCHASES ONLY:

CONTRACT PURCHASE ORDER VENDOR - OUR REQUEST, YOUR OFFER, THIS PURCHASE ORDER CONTRACT, AND SUCH PLANS AND SPECIFICATIONS AS MAY BE REFERRED TO IN THESE DOCUMENTS CONSTITUTE THE ENTIRE CONTRACT BETWEEN YOU AND THE COUNTY. YOU MAY NOT COMMENCE WORK OR MAKE DELIVERY UNDER THIS PURCHASE ORDER CONTRACT UNTIL APPLICABLE PERFORMANCE BOND, CERTIFICATE OF INSURANCE AS REQUIRED IN THE REQUEST OR PLANS AND SPECIFICATIONS ARE FILED AND APPROVED BY THE OFFICE OF THE EXECUTIVE DIRECTOR. YOUR OFFER WAS THE LOWEST RESPONSIBLE BID OR THE MOST RESPONSIVE PROPOSAL MEETING THE SPECIFICATIONS OF THE REQUEST.

AUTHORIZED OFFICIALS OF RAMSEY COUNTY

2 Robert E. Hens 5/19/95
CONSULTANT FOR LABOR DATE

5 Lynise G. Keel 5-23-95
RISK MANAGEMENT - INSURANCE AND BOND APPROVAL DATE

4 Don Macmillan 5/22/95
ASSISTANT COUNTY ATTORNEY - APPROVED AS TO FORM DATE

3 Maureen Johnson 5/24/95
BUDGETING AND ACCOUNTING - APPROPRIATIONS AVAILABLE DATE

CHAIR-BOARD OF COUNTY COMMISSIONERS DATE

CHIEF CLERK-COUNTY BOARD DATE

EXECUTIVE DIRECTOR K. Klespigel 5/24/95

BUYER/PHONE NO. Bruce Thompson PURCHASE AUTHORIZATION

VENDOR

CITY/COUNTY
PURCHASER

PERFORMANCE BOND

RAMSEY COUNTY

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Benshoof Construction located at 2398 South Shore Blvd, White Bear Lake MN 55110 in Ramsey County, MN, as principal, and United Fire & Casualty Company located at Box 73909, Cedar Rapids, IA as surety, are severally and jointly held and firmly bound unto The County of Ramsey in the State of Minnesota, as obligee, for the use of said County of Ramsey and conditioned on saving Ramsey County harmless from all costs and charges that may accrue on account of completing the performance of the contract entered into between said Principal, and the said County of Ramsey, and hereinafter more particularly described, in the sum of Thirty Seven Thousand Three Hundred Ninety One Dollars (\$37,391.00) Dollars, lawful money of the United States of America, well and truly to be paid, for which payment we hereby bind ourselves, and each of us by him/her, our and each of our heirs, executors, administrators, successors or assigns firmly by these presents.

Sealed with our seals and signed with our hands and dated this 5th day of May 19 95

The condition of the above obligation is such, that

Whereas, The said Benshoof Construction did, on the _____ day of _____ 19____, make, execute and enter into a certain contract with the above obligee for Concrete Repair Of The Preble Street Retaining Wall.

at the contract price of Thirty Seven Thousand Three Hundred Ninety One Dollars (\$37,391.00) Dollars, which contract is or will be filed with Ramsey County.

Now Therefore, If the said Benshoof Construction shall complete such contract according to the terms thereof and the contract price; and comply with all the requirements of law, then the above obligation is to be void, otherwise to be in full force and effect.

In Testimony Whereof, We have hereunto set our hands and seals and executed and delivered the foregoing bond on the day and year first above written.

Signed, Sealed and Delivered in Presence of

[Signature]
Witness for Principal
[Signature]
Witness for Surety

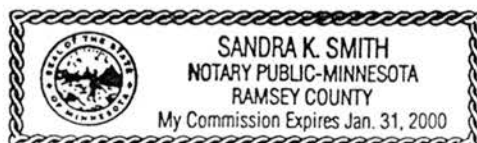
Benshoof Construction
By: [Signature] (Seal)
Principal Steve Holum, Partner
United Fire & Casualty Company
By: [Signature] (Seal)
Surety Stephen M. Klein, Attorney-In-Fact

KLEIN AGENCY, INC.
3570 N. Lexington Ave.
St. Paul, MN 55126
(612) 484-6887

ACKNOWLEDGEMENT OF PRINCIPAL (Individual)

STATE OF MINNESOTA, }

County of Ramsey } Be it known that on this 5th day of May A.D. 19 95, personally came before me Steve Holum and _____ to me well known to be the persons described in and who executed the foregoing bond, and each for him/her acknowledged that he/she executed the same as him/her free act and deed, and for the uses and purposes therein expressed.



[Signature]
Notary Public, County of _____ Minnesota.
My Commission Expires _____ 19____

PAYMENT BOND

RAMSEY COUNTY

KNOW ALL PERSONS BY THESE PRESENTS,

That we, Benshoof Construction located at 2398 South Shore Blvd., White Bear Lake MN 55110 in Ramsey County, MN, as principal, and United Fire & Casualty Company located at Box 73909, Cedar Rapids, IA as surety, are severally and jointly held and firmly bound unto The County of Ramsey in the State of Minnesota, as obligee, for the use of said County of Ramsey and also for the use of all persons, who may do work or furnish skill, tools, machinery or materials under or for the purposes of that certain contract entered into between the said Principal, and the said County of Ramsey, and hereinafter more particularly described, in the sum of Thirty Seven Thousand Three Hundred Ninety One Dollars (\$37,391.00) Dollars, lawful money of the United States of America, well and truly to be paid, for which payment we hereby bind ourselves, and each of us by him/her, our and each of our heirs, executors, administrators, successors or assigns firmly by these presents.

Sealed with our seals and signed with our hands and dated this 5th day of May 19 95

The condition of the above obligation is such, that

Whereas, The said Benshoof Construction did, on the _____ day of _____, 19____, make, execute and enter into a certain contract with the above obligee for Concrete Repair Of The Preble Street Retaining Wall.

at the contract price of Thirty Seven Thousand Three Hundred Ninety One Dollars (\$37,391.00) Dollars, which contract is or will be filed with Ramsey County. *OK 5-23-95*

Now Therefore, If the said Benshoof Construction shall pay, as they become due, all just claims for all work and labor performed, and for all skill, tools, machinery and material furnished in the execution of said contract, and also save the obligee named in this bond harmless from any cost, charge or expense or claim that may accrue on account of the doing of the work or furnishing of the skill, tools, machinery material specified in such contract, then the above obligation is to be void, otherwise to be in full force and effect.

In Testimony Whereof, We have hereunto set our hands and seals and executed and delivered the foregoing bond on the day and year first above written.

Signed, Sealed and Delivered in Presence of

[Signature]

Witness for Principal

[Signature]

Witness for Surety

Benshoof Construction

By: *[Signature]* (Seal)

Principal Steve Holm, Partner

United Fire & Casualty Company

By: *[Signature]* (Seal)

Surety Stephen M. Klein, Attorney-In-Fact

KLEN AGENCY, INC.

3570 N. Lexington Ave.

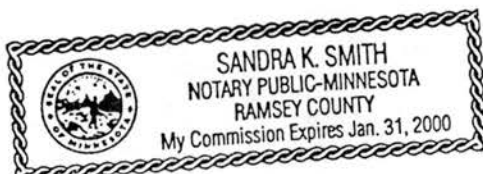
St. Paul, MN 55128

(612) 484-6481

ACKNOWLEDGEMENT OF PRINCIPAL (Individual) or (Partnership)

STATE OF MINNESOTA, }

County of Ramsey } Be it known that on this 5th day of May A.D. 1995, personally came before me Steve Holm and _____ to me well known to be the persons described in and who executed the foregoing bond, and each for his/her acknowledged that he/she executed the same as his/her free act and deed, and for the uses and purposes therein expressed.



[Signature]
Notary Public, County of _____ Minnesota.

My Commission Expires _____ 19____



UNITED FIRE & CASUALTY COMPANY

HOME OFFICE - CEDAR RAPIDS, IOWA

CERTIFIED COPY OF POWER OF ATTORNEY

(Original on file at Home Office of Company - See Certification)

KNOW ALL MEN BY THESE PRESENTS, That the UNITED FIRE & CASUALTY COMPANY, a coporation duly organized and existing under the laws of the State of Iowa, and having its principal office in Cedar Rapids, State of Iowa, does make, constitute and appoint JOHN D. KLEIN, OR JOHN C. KLEIN, OR STEPHEN M. KLEIN, ALL INDIVIDUALLY

JDK
5-23-95

of 3570 N LEXINGTON AV ST PAUL MN 55126

its true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature as follows: ANY AND ALL BONDS

and to bind UNITED FIRE & CASUALTY COMPANY thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of UNITED FIRE & CASUALTY COMPANY and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

The Authority hereby granted shall expire FEBRUARY 24th 1997 unless sooner revoked.

This power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company on April 18, 1973.

"Article V - Surety Bonds and Undertakings."

Section 2, Appointment of Attorney-in-Fact. "The President or any Vice President, or any other officer of the Company, may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority shall have full power to bind the Company by their signature and execution of any such Instruments and to attach the seal of the Company thereto. The President or any Vice President, the Board of Directors or any other officer of the Company may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the UNITED FIRE & CASUALTY COMPANY has caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 24th day of FEBRUARY, A.D. 1995



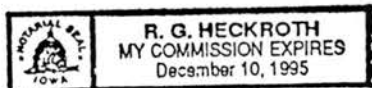
UNITED FIRE & CASUALTY COMPANY

By

Maynard L. Hansen
Vice President

State of Iowa, County of Linn, ss:

On this 24th day of FEBRUARY 1995, before me personally came MAYNARD L. HANSEN to me known, who being by me duly sworn, did depose and say: that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of the UNITED FIRE & CASUALTY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporated seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



R. G. Heckroth
Notary Public

My commission expires DECEMBER 10, 1995

CERTIFICATION

I, the undersigned officer of the UNITED FIRE & CASUALTY COMPANY, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Company this 5th day of May 19 95



Mary D. Schoep
Secretary

ACORD**CERTIFICATE OF INSURANCE**

ISSUE DATE (MM/DD/YY)

05-11-95

PRODUCER

STAR INSURANCE AGENCY INC-WHITE BEAR LK
2682 E COUNTY RD E
WHITE BEAR LAKE, MN 55110

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

COMPANIES AFFORDING COVERAGE

COMPANY
LETTER **A** OHMS/Minnesota Assigned Risk Plan

COMPANY
LETTER **B**

COMPANY
LETTER **C**

COMPANY
LETTER **D**

COMPANY
LETTER **E**

INSURED

BENSHOOF DAVID & HALUM STEVE
BENSHOOF CONSTRUCTION
2398 SOUTH SHORE BLVD
WHITE BEAR LAKE, MN 55110

COVERAGES

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE OCCUR OWNER'S & CONTRACTOR'S PROT.				GENERAL AGGREGATE	\$
					PRODUCTS-COMP/OP AGG	\$
					PERSONAL & ADV. INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (Any one fire)	\$
					MED EXPENSE (Any one person)	\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS GARAGE LIABILITY				COMBINED SINGLE LIMIT	\$
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY UMBRELLA FORM OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
A	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY	WCA-006391-00	09-21-94	09-21-95	STATUTORY LIMITS EACH ACCIDENT DISEASE-POLICY LIMIT DISEASE-EACH EMPLOYEE	\$ 100,000 \$ 500,000 \$ 100,000
	OTHER					

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

PARTNERS NOT COVERED BY THIS POLICY.

CERTIFICATE HOLDER

RAMSEY COUNTY
RM 280 15 W KELLOGG BLVD
ST PAUL, MN 55102

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

ACORDTM CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

05-10-95

PRODUCER

STAR INSURANCE AGENCY OF
WHITE BEAR LAKE, INC.
2682 EAST COUNTY ROAD E
WHITE BEAR LAKE, MN 55110

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

COMPANIES AFFORDING COVERAGE

COMPANY A AMERICAN STATES INSURANCE CO
COMPANY B OHMS INSURANCE CO
COMPANY C
COMPANY D

INSURED

DAVID BENSHOOF & STEVE HALUM
DBA BENSHOOF CONSTRUCTION
2398 SOUTH SHORE BLVD
WHITE BEAR LAKE, MN 55110

COVERAGES

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

TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
GENERAL LIABILITY				
A ☒ COMPREHENSIVE FORM	01-CD-518425-1	11-09-94	11-09-95	BODILY INJURY OCC \$
☒ PREMISES/OPERATIONS				BODILY INJURY AGG \$
☐ UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE OCC \$
☒ PRODUCTS/COMPLETED OPER				PROPERTY DAMAGE AGG \$
☐ CONTRACTUAL				BI & PD COMBINED OCC \$ 1,000,000
☐ INDEPENDENT CONTRACTORS				BI & PD COMBINED AGG \$ 2,000,000
☐ BROAD FORM PROPERTY DAMAGE				PERSONAL INJURY AGG \$ 1,000,000
☒ PERSONAL INJURY				
AUTOMOBILE LIABILITY				
☐ ANY AUTO				BODILY INJURY (Per person) \$
A ☐ ALL OWNED AUTOS (Private Pass)	01-CD-518425-1	11-09-94	11-09-95	BODILY INJURY (Per accident) \$
☐ ALL OWNED AUTOS (Other than Private Passenger)				PROPERTY DAMAGE \$
☒ HIRED AUTOS				
☒ NON-OWNED AUTOS				BODILY INJURY & PROPERTY DAMAGE COMBINED \$ 1,000,000
☐ GARAGE LIABILITY				
☒ scheduled auto's				
EXCESS LIABILITY				
☐ UMBRELLA FORM				EACH OCCURRENCE \$
☐ OTHER THAN UMBRELLA FORM				AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				
B ☐ THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE:	TO BE SUPPLIED DIRECT BY COMPANY			WC STATU- TORY LIMITS OTH- ER \$
☐ INCL				EL EACH ACCIDENT \$
☐ EXCL				EL DISEASE - POLICY LIMIT \$
OTHER				EL DISEASE - EA EMPLOYEE \$
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS				
JOB:- PREBLE STREET, RETAINING WALL REPAIR PROJECT # A2480-8 AADITIONAL INSURED: RAMSEY COUNTY RM 280 15 W. KELLOGG BLVD ST. PAUL, MN 55102				
CERTIFICATE HOLDER		CANCELLATION		
RAMSEY COUNTY ROOM 280, 15 WEST KELLOGG BLVD ST. PAUL, MN 55102 FAX # 266-8919 ATTN: KAY		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Stacey Lenggen</i>		

☒ COUNTY OF RAMSEY
☐ CITY OF SAINT PAUL

SAINT PAUL - RAMSEY COUNTY
JOINT PURCHASING DIVISION
280 CITY HALL - COURT HOUSE
SAINT PAUL, MINNESOTA 55102
612-266-8900

☒ REQUEST FOR BID
☐ REQUEST FOR PROPOSAL

BUYER
BRUCE THOMPSON, C.P.P.B. *BT*

BUYER'S PHONE NO.
(612) 266-8909

REQUISITION NO.
2480

PAGE
1 OF

PAGES

NO. > A2480-8

THIS IS A REQUEST FOR PRICE, NOT AN ORDER. PLEASE RESPOND TO EACH ITEM SEPARATELY. THIS FORM MUST BE COMPLETED IN INK OR TYPEWRITTEN. SEE OTHER SIDE FOR ADDITIONAL TERMS AND CONDITIONS.

RESPONSES RECEIVED AFTER THIS TIME WILL NOT BE CONSIDERED
OPENING DATE AND TIME: > WEDNESDAY, APRIL 19, 1995 2:00 PM

FOB DESTINATION/ZIP CODE
BEAUMONT STREET/PAYNE AVENUE AREA

IMPORTANT

This response is your offer to perform or supply the subject matter under "Description" below. If this offer is judged to be the lowest responsible bid or the most responsive proposal meeting specifications, applicable performance bond, and certificate of insurance as stated in the specifications or terms and conditions must be in our hands before an order will be issued to enable you to commence. This response, our order, and the plans and specifications will constitute the contract between us.

You are invited to attend the bid or proposal opening. Bid tabulation will be available 48 hours after opening. If you wish bid results mailed, please include a postage stamped, self-addressed envelope with bid. Telephone inquiries for bid results will not be honored. Request for proposals will be opened and proposer's names identified only. Request for proposal documents will be available for inspection by appointment.

DESCRIPTION

The City of Saint Paul and Ramsey County Joint Purchasing Office will accept sealed bids from qualified contractors to furnish all labor, materials, equipment and services necessary or incidental to the CONCRETE REPAIR OF THE PREBLE STREET RETAINING WALL in accordance with all terms, conditions, and specifications that make up the bidding documents.

LUMP SUM BID: Thirty Seven Thousand Three Hundred Ninety-One DOLLARS AND XX CENTS
\$37,391.⁰⁰

Unit price sheet, Page 1 of 1 (attached), shall be completed and returned with this bid page.

BONDS.

Separate Payment Bond and Performance Bond in an amount equal to 100% of the total contract amount will be required of the successful bidder.

No Bid Bond is required.

Number of Addenda received: -0-

ADDENDA # _____ ADDENDA # _____ ADDENDA # _____ PUR _____ NG

PLEASE PRINT (IN INK) OR TYPE THE FOLLOWING

CASH DISCOUNT _____% 30 DAYS 30 Day cash discount will be deducted to determine the low offer. Discount terms of less than 30 days will not affect the award.	COMPANY <u>BENSHOFF Construction (Targeted Vendor)</u>	
	NAME AND TITLE <u>Steve Holum</u>	
E.I. NUMBER The E.I. Number is that number which is assigned to companies for use in filing their "Employer's Quarterly Federal Tax Return," Treasury Department Form 941 or an individual's Social Security number.	ADDRESS <u>2398 South Shore Blvd</u>	PHONE NO. <u>612 429-0468</u>
	CITY <u>White Bear Lk</u> STATE <u>Mn</u> ZIP <u>55110</u>	FAX NO. <u>() 426-5500</u>
	SIGNATURE <u>Steve Holum</u>	800 NO. <u>()</u>
The signer has read and understands the terms and conditions on the reverse side of this document and will comply with all requirements set forth by the City of Saint Paul and the County of Ramsey.		

RECEIVED

APR 19 1995

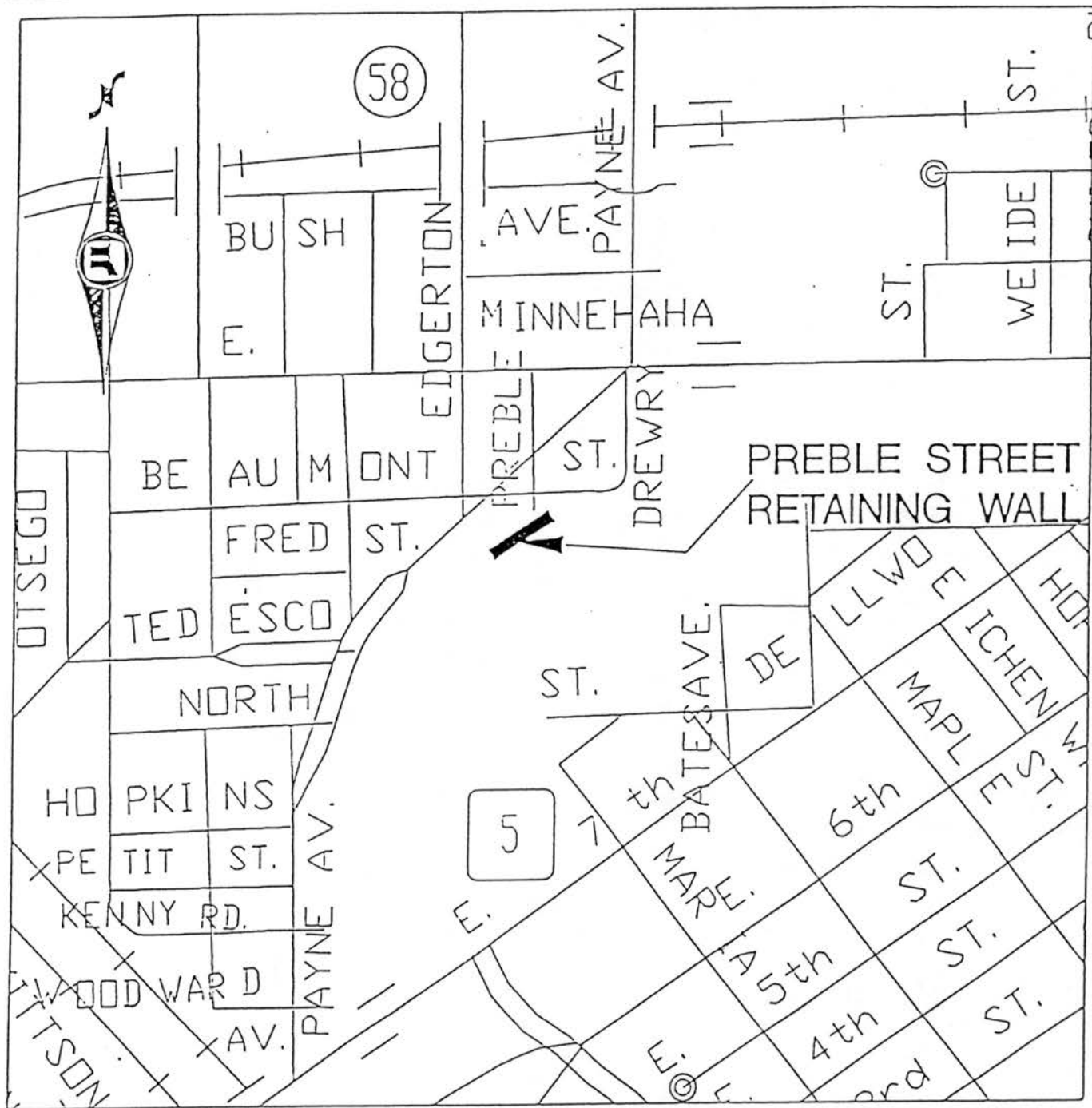
SPECIFICATIONS AND SPECIAL PROVISIONS
FOR THE REPAIR OF

PREBLE STREET RETAINING WALL

Located adjacent to the former BN Railroad at the south end of
Preble Street approximately 200 Feet East of the intersection of
Beaumont Street and Payne Avenue.

RCRRA File INE003

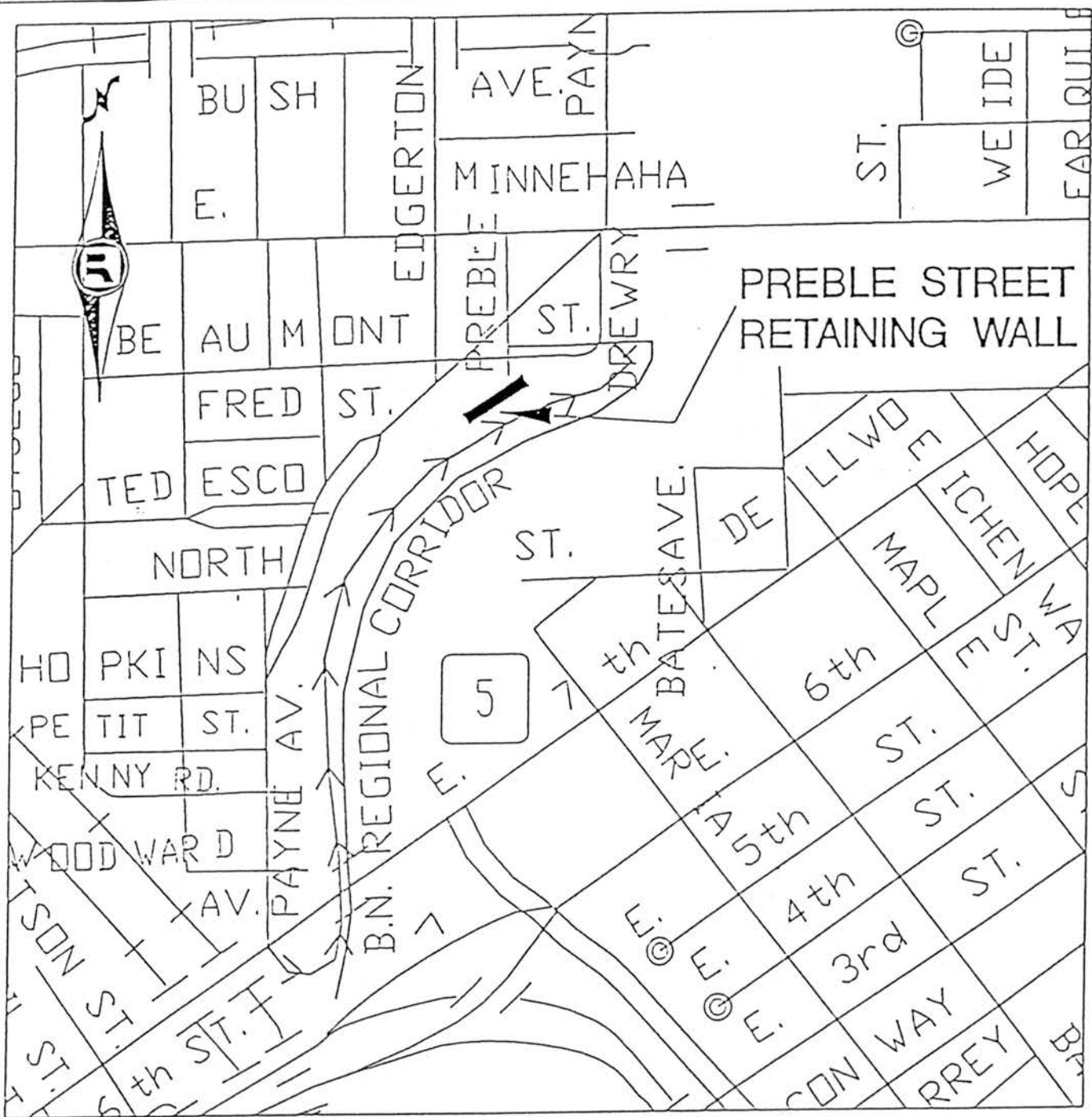
Ramsey County Regional Railroad Authority(RCRRRA)
50 West Kellogg Blvd., Suite 665
St. Paul, Mn. 55102



Department of Public Works

PROJECT LOCATION MAP

PREBLE STREET
RETAINING WALL



Department of Public Works

PROJECT LOCATION MAP

PREBLE STREET
RETAINING WALL
ACCESS ROUTE →

SPECIFICATIONS AND SPECIAL PROVISIONS

RCRRA File INE003

REPAIRS TO THE PREBLE STREET RETAINING WALL

Located adjacent to the former BN Railroad at the south end of Preble Street approximately 200 Feet East of the intersection of Beaumont Street and Payne Avenue.

SPECIFICATIONS WHICH APPLY

The State of Minnesota, Department of Transportation, "Standard Specifications for Construction", 1988 Edition, as amended by the January 2, 1991, "Supplemental Specifications" on file in the office of the Commissioner of Transportation and in the office of the Ramsey County Engineer shall apply on this Contract except as modified or altered in the following Special Provisions.

The American Concrete Institute specifications dated 1990 shall apply except as modified by these Special Provisions.

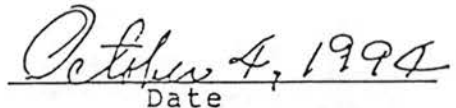
I hereby certify that these Special Provisions were prepared by me or under my direct supervision and that I am a duly registered professional engineer under the Laws of the State of Minnesota.



David L. Rholl, P.E.

Reg. No. 14257

Ramsey County Department of Public Works
3377 N. Rice Street
St. Paul, Mn. 55126



October 4, 1994
Date

SPECIAL PROVISIONS

(1302) Award of Contract

Award of contract shall be performed in accordance with the provisions of 1302 except as modified below:

Delete the first paragraph and add the following:

The award of contract, if it be awarded, will be made within 40 calendar days after the opening of proposals to the lowest responsible bidder who complies with all prescribed requirements. The successful bidder will be notified by letter, mailed to the address shown on his/her proposal, that his/her bid has been accepted subject to execution and approval of the contract as required by law.

Add the following paragraphs:

As a condition precedent to the award of contract, the bidder shall furnish proof that he is in compliance with Minnesota Statutes Section 363, as amended by Laws of 1969, implementing the rules and regulations of the Minnesota Department of Human Rights.

(1506) Supervision by Contractor

Supervision by Contractor shall be performed in accordance with the provisions of 1506 except as modified below:

Delete the second paragraph and add the following:

During the life of the contract, the Contractor shall provide and have at all times a competent superintendent in charge of the overall project. The superintendent may be either the Contractor himself or a responsible employee authorized to act in the Contractor's behalf. This individual shall be fully authorized to conduct all business with the subcontractors; to negotiate and execute all supplemental agreements; to execute the orders and direction of the Ramsey County Regional Railroad Authority without delay; and to promptly supply the materials, equipment, tools, labor and incidentals necessary for prosecution of the work.

(1507) Utility Property and Service

Construction operations in the proximity of utility properties shall be performed in accordance with the provisions of Mn/DOT 1507, except as modified below:

"It shall be the Contractor's responsibility to contact all local utility companies and ascertain the location of all existing underground utilities, if any, prior to performing any excavation operations,. The Contractor shall conduct his/her operations in the

vicinity of any such facilities, which may exist, in a manner that will prevent damage thereto."

The Contractor shall utilize the One-Call Excavation Notice System at "Gopher State One Call" (1-800-252-1166) required under Minnesota Statute Chapter 216D, 48 hours prior to performing any excavation operations.

Determination and Extension of Contract Time

Construction operations shall begin within ten calendar days following notice of Contract approval.

Construction operations shall not be started before 7:00 a.m. nor continued after 9:00 p.m. without permission of the Engineer.

All work shall be completed within twelve (12) working days.

(1712) Protection and Restoration of Property and Landscape

This work shall be done in accordance with 1712 of the Specifications and the following:

The Contractor shall dispose of all debris and excess materials off the limits of this project. All surfaces damaged by the movement and parking of vehicles and the storage of equipment and materials shall be restored to its preconstruction status. All costs of site restoration will be considered incidental and no direct payment will be made therefor.

The Contractor shall limit the removal of vegetative material to the minimum as required to perform the work.

Brush and clean materials may be spread upon the earth slopes at points where erosion is evidenced or as otherwise directed by the project inspector.

(1714) Responsibility for Damage Claims

Responsibility for damage claims shall be in accordance with the provisions of 1714, except as modified as follows:

The first paragraph of 1714 is revised to read as follows:

The Contractor shall indemnify, defend and save harmless the County of Ramsey, the Ramsey County Regional Railroad Authority, their officers and employees from all suits, actions and claims of any character brought because of injuries or damages received or sustained by any person, persons, or property on account of the operations of the said Contractor, including any claims related to pollution; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect or misconduct of said Contractor; or because of any claims arising or amounts recovered from infringements of patent, trademark or

copyright; or because of any claims arising or amounts recovered under the Worker's Compensation Act; or under any other law, ordinance, order, or decree.

(1906) Partial Payments

Payments shall be made in accordance with the provisions of 1906 and the following:

Partial payments of ninety-five (95) percent of the value of the completed work will be made under this contract. Five (5) percent of the amount due will be retained until final completion and acceptance of all work covered by the contract. Payments made pursuant to estimates and the final payment will be made after the work has been approved and accepted by the County Engineer and the RCRRA Board and then in the manner in which RCRRA claims are usually paid.

(1908) Final Payment

Payment shall be made in accordance with the provisions of 1908 and the following:

Before final payment is made, a certification from the State Commissioner of Taxation must be furnished as provided in Minnesota Laws 1961, Chapter 213, Article I, Section 6 (re: certification of satisfaction of state withholding taxes paid).

(2130) Water and Power

The Contractor shall make his/her own arrangements for securing water and power from public or private sources, secure necessary permits and make payment for same.

(2101) Clear & Grub

This work shall consist of removing and clearing vines and other vegetation from the wall in preparation of performing the concrete repair work and for removing brush and trees and existing railing from the wall top in preparation of the fence installation.

All costs of removing and disposing of vegetative material will be considered compensated for under Item No. 2101.511, Clear & Grub, at the lump sum Contract price.

(0411) Shotcrete Wall Repair

This work shall consist of concrete repairs to the South face of the retaining wall in accordance with M/DOT 2461, the applicable provisions of the American Concrete Institute Specifications and as follows:

The Contractor shall inspect the wall face, locate and remove all unsound, delaminated and deteriorated sections. All repair surfaces

shall be thoroughly cleaned of loose materials, chemical deposits, dirt, oil, grease, paint and efflorescence by pressure water blasting.

The wall face shall be reinforced by the application of a 2 inch mesh chain link fabric. The chain link fabric shall be securely anchored to the wall with epoxy set anchorages on a maximum 3 foot grid.

The reinforced wall face shall receive a nominal 3 inch thick application of cement grout applied by the Shotcrete method in accordance with American Concrete Institute specification 506.2-90.

Cement grout shall obtain a minimum 28 day compressive strength of 4000 psi. The Contractor shall furnish mixture information prior to beginning the work.

The contractor shall fabricate 2-lines of approximate 2 inch diameter weep holes at maximum 5 foot centers near the base of the wall.

Payment shall be made on the basis of square feet of Shotcrete repaired wall area.

All costs incurred by the contractor in the cleaning of the wall, furnishing and anchoring the chain link fabric, Shotcreting the wall face and fabricating weep holes will be considered fully compensated for under the Contract Item No. 0411.603, Shotcrete Wall Repair, at the Contract unit Price per square foot.

(2411) Structural Concrete

This work shall consist of structural concrete repairs to the east wing wall of the Preble street retaining wall in accordance with the provisions of M/DOT 2411, the applicable provisions of the American Concrete Institute Specifications and as follows:

All unsound or separated portions of the existing stone wing wall shall be removed and repaired by cast in place concrete wall segments.

Concrete repair sections shall be bonded to the existing stone wall by #6 dowel bars at maximum 12 inch spacing drilled and grouted into structurally sound segments.

Where the existing stone wall is not structurally sound below the ground line and the wall height is 4 or more feet in height, the contractor shall place a 18" x 72" poured concrete footing below the frost line (42 inches) and cast the wall stem from the top of the footing.

Concrete for footings, if used, shall be M/DOT mix designation 1A43. Reinforcement for footings shall be #4 @ 12 inches, Grade 60.

When field removal and investigation procedures indicate that the structural integrity of the existing wall stem is incapable of resisting the soil pressures, the concrete repaired wall stem shall be constructed to accommodate all anticipated pressures by adhering to the following design requirements:

- * The wall stem shall be a minimum of 20 inches thick.
- * Vertical reinforcement at the back face of the stem shall be 0.50 square inches for each horizontal foot of wall.
- * Vertical reinforcement at the front face and Horizontal reinforcement at each face shall consist of 0.20 square inches of reinforcement for each foot of wall.

Concrete for wall stem shall be air entrained with a minimum 4000 psi 28 day compressive strength. Reinforcement shall be grade 60.

Rubble from removed wall segments shall be broken down to a one foot greatest dimension and placed on the earth slope adjacent to the repaired wing wall in such a manner to reduce soil erosion potential.

All costs incurred by the contractor in making the repairs to the east wing wall, including but not restricted to, removal of wall segments, drilling and grouting dowel bars, any and all required excavations and backfills, furnishing and placing concrete and reinforcement, furnishing, placing and stripping forms and the placement of rubble rip rap, shall be considered fully compensated for under the Item No. 2411.501, Structural Concrete, at the contract unit price per cubic yard.

(2557) Chain Link Fence

This work shall consist of furnishing and installing a 60 inch high chain link fence along the top of the wall in accordance with the provisions of M/DOT 2557 and the following:

The fence shall be installed at the property line as staked by the ~~by the~~ Engineer.

Any fence components required such as electrical grounds, corner bracing and hardware will be considered incidental and no direct compensation will be made therefor.

Fences will be measured by length along the bottom of the fence from center to center of end posts at their final location.

Payment will be made under Item No. 2557.501, Chain Link Fence, at the contract price per linear foot which will be considered payment in full for all work, materials, equipment and labor required for the installation of fencing.

GENERAL CONDITIONS

Insurance and Indemnification

General

Unless otherwise provided by the County, the Contractor, in all cases, will be required to carry insurance of the kinds and in the amounts hereinafter specified. The Contractor shall not commence work under the contract until he has obtained all the insurance required by these specifications, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor shall have been obtained. The Contractor's attention is specifically directed to any special provision of his individual contract demanding additional insurance.

Compensation and Employer's Liability Insurance

The Contractor shall take out and maintain Workers' Compensation Insurance and Employer's Public Liability Insurance for all persons employed by him in the performance of the work contemplated by the contract, and insuring said Contractor against all obligations arising out of the Workers' Compensation Act of the State of Minnesota. In any case where work is sublet, the Contractor shall require each Subcontractor to insure himself in like manner.

The minimum limits of such Worker's Compensation Insurance shall be in accordance with Minnesota State Statutes. Such Employer's Liability Insurance shall have a minimum limit of \$500,000 per accident and an All State's policy endorsement.

Public Liability Insurance

The Contractor shall take out and maintain during the life of the contract comprehensive protective Public Liability Insurance for and in behalf of himself, the County and its officials and employees as joint-insureds, and using a cross-liability endorsement, protect the County, its officials and employees and the Contractor from claims for damages and bodily injuries, including accidental death, as well as from claims for property damage which may arise from operations under the contract, including coverage for damage caused by blasting or explosion, collapse or structural injury to buildings or structures or both, and damage to underground facilities of any kind, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them. The minimum amounts of such Public Liability Insurance shall be as follows:

Bodily Injury (including death) and Property Damage in an amount of not less than \$600,000 per occurrence and a total of not less

than \$1 million in the aggregate.

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

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

The Contractual Liability is to be either on a blanket basis for all written or oral contracts or specially endorsed to acknowledge the contract between the insured and the County of Ramsey. The General Liability policy is to be written on an occurrence basis or as acceptable to the County's Risk Manager.

The certificate shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's rating for the insurer shall be noted on the certificate, and shall not be less than a B+. Nothing in this contract shall constitute a waiver by the County of any statutory limit or exceptions on liability.

The agent shall certify on the certificate whether or not he/she has Error and Omissions coverage.

Comprehensive Owners Protective Insurance

In lieu of being named as a joint-insured with the Contractor on such policy, and in lieu of the cross-liability endorsement, the County will accept Comprehensive Owner's Protective Insurance issued in the name of the County and paid for on behalf of the County by the Contractor, which insurance shall be subject to the same limits and insure the same risks as the Public Liability Insurance hereinabove set forth.

Automobile Liability Insurance

The Contractor shall take out and maintain during the life of the contract, Comprehensive Automobile Liability Insurance, insuring said Contractor and the County, its officials and employees as

joint-insured not only for the operation of vehicles owned or used by him, but also vehicles hired or leased by him. Such automobile liability insurance shall have a minimum of \$600,000 combined single limit and a total of not less than \$1,000,000 aggregate.

Subcontractors Insurance

In the event any work contemplated by the contract is sublet, the Contractor shall be responsible to see that the Subcontractors provide insurance in accord with the minimum requirements hereinabove imposed on the Contractor.

Contractor Liability Insurance

The Contractor shall provide, either by a separate policy of insurance or by an endorsement to the insurance herein required, Contractual Liability Insurance in such amounts and of such kinds as required for Comprehensive Protective Public Liability Insurance.

Any additional amounts of Public Liability Insurance which may be demanded by the County, in specified cases, shall be accompanied by a parallel and corresponding increase, in an equal amount, in the coverage afforded by the Contractual Liability Insurance. Such Contractual Liability Insurance shall be in such a form so as to expressly include all Subcontractors who may be employed to perform part or parts of the Contract.

Proof of Insurance

The Contractor shall not proceed with the work contemplated in his contract until he has furnished the Ramsey County Risk Manager with satisfactory proof of the existence and carriage of insurance of the kinds and in the amounts above specified. The proof of insurance shall be in such form as the Risk Manager may require, and unless otherwise provided by the County in writing, the proof of insurance shall consist of certified specimen copies of the insurance policy or policies, which specimen copies have been approved by the Risk Manager and filed with the County.

All such proof of insurance required herein shall state that thirty (30) days written notice will be given to the County, by service of such notice upon the Ramsey County Risk Manager, before any insurance is changed or canceled. In the absence of written consent by the County, the Contractor shall not proceed with the work contemplated by the contract beyond the period of coverage afforded by a canceled insurance policy until the required insurance coverage has been procured, approved and filed with the County as a replacement for such canceled insurance coverage.

Additional Insurance

Nothing contained herein shall preclude the County from determining and demanding, in specified cases, that in addition to the minimum required insurance covered by the provisions of these specifications, additional insurance must be obtained by the Contractor and proof thereof furnished to the County, and such additional insurance as may be demanded by the County shall be in addition to and not in lieu of the insurance hereinabove required.

Indemnification

The Contractor shall indemnify and save harmless the County and all of its officials, agents, employees from all suits, actions or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons or property, by or from the act or acts of said Contractor, or by or in consequence of any negligence in safeguarding the work or through the use of unacceptable materials in constructing the work, or by or on account of any act or omission, neglect or misconduct of said Contractor, or from any claims or amounts arising or recovered under the Worker's Compensation Law or any other law, by-law, ordinance, order or decree, and so much of the money due to said Contractor under and by virtue of this contract, as shall be considered necessary by the County, may be retained for the use of the County, or in case no money is due, his Surety shall be held until such suit or suits, action or actions, claim or claims, for injuries or damages, as aforesaid, shall have been settled and suitable evidence to that effect furnished to the County. The Contractor shall indemnify and save harmless the County from any and all losses caused by or on account of any claims or amounts recovered for any infringement of patent, trademark or copyright.

The unauthorized use by the Contractor of public or private property for any purpose may be considered an injury or damage to the property so used.

Duty to Defend

Where the County is joined as a party defendant in any aforesaid suit or suits, action or actions on account of any aforesaid claim or claims for any such injuries or damages arising therefrom or connected with the work, the Contractor shall be obligated to fully indemnify and hold harmless the County from all liability therein and to further accept the tender of the defense of any such suit or suits, action or actions at the Contractor's own separate cost and expense, and if the Contractor, in such instance or instances, shall unduly fail or refuse upon due notice and demand as the same may be given by the County to assume the defense of the County therein, and the County itself shall

supply such defense then and thereupon the Contractor, shall on such account, add in addition to all other liability of the Contractor to the County in the premises, reimburse the County all fees, costs, and expenses incurred by such defense.

The County may retain any amount due under the contract or any amount which shall become due under the contract in satisfaction of any costs or charges incurred by the County when required to participate in any lawsuit as herein before provided growing out of or caused as a result of the operations of the Contractor, done in the performance of the contract.

Duty to Notify Ramsey County

The Contractor agrees that it shall be his duty to notify the County in writing immediately by service of the notice upon the County of the existence of any claims, other than those arising under the Workers' Compensation Act, or possible claims either because of personal injury or property damage, which claims arise as a result of his (the Contractor's or any Subcontractor's) operations in the performance of the Contract.

Guarantee of Work

Except as otherwise specified, all work shall be guaranteed by the Contractor against defects resulting from the use of inferior materials, equipment or workmanship for a period of one year from the date of final acceptance.

If within the guarantee period, repairs or changes are required in connection with guaranteed work which, in the opinion of the Department is rendered necessary as a result of the use of materials, equipment or workmanship which were inferior, defective or not in accordance with the terms of the contract, the Contractor shall promptly upon receipt of notice from the Department and without expense to the County, place in satisfactory condition in every particular all such guaranteed work, correct all defects therein and make good all damage to the building or site, or equipment or contents thereof which in the opinion of the Department is a result of the use of materials, equipment or workmanship which are inferior, make good any work, or material, or equipment and contents of the building or site disturbed in fulfilling any such guarantee the County may have the defects corrected and the Contractor and his surety shall be liable for all expense incurred.

All special guarantees applicable to definite parts of the work that may be stipulated in the specifications or other papers forming a part of the contract shall be subject to the terms of this paragraph during the first year of the life of such special guarantee.

Anti-Discrimination and Equal Employment Opportunity

The contractor shall comply with all federal, state and local laws, ordinances, regulations and executive orders prohibiting discrimination in employment because of age, martial status, race, creed, color, sex, national origin, or presence of any sensory, mental or physical handicap or any other basis nor hereafter prohibited by law, except when there in a bona fide occupational limitation or any other non-work related status or condition; develop and implement a positive continuing program of affirmative action; and furnish proof of said compliance and affirmative action provision upon request by the County.

Antitrust

The Contractor shall assign to the State of Minnesota, any and all claims for overcharges as to goods and/or services provided in connection with this Contract resulting from antitrust violations which arise under the antitrust laws of the United State and the antitrust laws of the State of Minnesota.

AGREEMENT

This agreement, made this _____ day of _____, 1995, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and Kristin Dawkins, party of the second part.

WITNESSETH:

WHEREAS, RCRRA is the owner of the Burlington Northern Railroad Company's former St. Paul to Maplewood branch line right of way, now abandoned, which includes a strip of land of varying widths located between East 7th Street and Minnehaha Avenue in the City of St. Paul, Minnesota (hereinafter the "right of way"); and

WHEREAS, the party of the second part is the owner of a certain other parcel of land which lies adjacent to and northerly of the right of way, described as follows:

Lot Five (5), except the North 59 feet thereof in Block Seven (7), Irvine's Second Addition to Saint Paul, and all that part of Lot Four (4) in said Block Seven (7) lying Westerly of a line described as follows: Commencing at a point on the West line of said Lot Four (4), 59 feet South of the Northwest corner thereof, thence East 3.23 feet, thence Southerly a distance of 45.7 feet, more or less, to a point 4.05 feet east of said West line, thence Southwesterly 10.25 feet to a point 1.8 feet East of the West line, thence West 1.8 feet to said West line being the point of termination, Ramsey County, Minnesota,

(hereinafter the "property"); and

WHEREAS, a retaining wall owned by RCRRA is located on the right of way adjacent to the property, and will be repaired by RCRRA during the summer of 1995; and

WHEREAS, during the repair of the retaining wall, RCRRA intends to install at the top of the wall a fence 95 feet in length, for safety and liability reasons; and

WHEREAS, the party of the second part has requested the opportunity to upgrade to the type of fencing to be installed as part of the repair project; and

WHEREAS, RCRRA is agreeable to the upgrading of the fence, subject to certain conditions; and

WHEREAS, both parties desire to define their respective obligations and duties at the present and in the future as they relate to the fence to be installed;

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) paid by each of the parties to the other, the receipt of which is hereby acknowledged, and of the mutual promises contained in this agreement, it is agreed by and between the parties as follows:

1. **Construction.** RCRRA will select a contractor to repair the retaining wall, based upon responses to written repair specifications. Bids will be obtained which will include, but not be limited to, the cost to furnish and install a 60 inch high chain link fence and related components.

The party of second part will be allowed to select an alternative fencing which shall be subject to the written approval of RCRRA. The party of the second part will be responsible to arrange directly with the selected contractor for the installation of the alternative fencing in place of the fencing as stated in the repair specifications.

2. **Cost responsibility.** The bid selected by RCRRA for the repair of the retaining wall will contain the contract price between RCRRA and the contractor and will be considered the price in full for all work, materials, equipment, and labor required for the installation of the fence.

The party of second part will be responsible for direct payment to the selected contractor of any cost in excess of the agreed-upon contract price for the repair of the retaining wall necessitated by the installation of the alternative fencing.

3. **Maintenance and repairs.** RCRRA agrees to, when necessary, repair damage to any portion of the fence caused by activities occurring on the right of way.

The party of the second part agrees to maintain the fence in good condition and, when necessary, repair damage to any portion of the fence caused by activities occurring on the property. Maintenance of the fence shall be in compliance with applicable Statutes and ordinances.

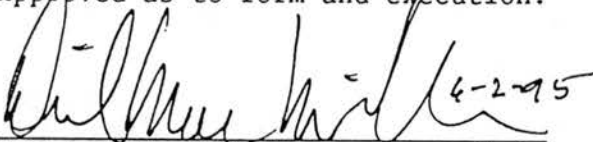
In the event the fence becomes damaged or is destroyed by natural causes, such as wind, including tornado, rain, lightning, or other natural occurrence, RCRRA, its successors or assigns, shall cause the fence to be repaired or replaced and the parties hereto shall share the cost of such repair or replacement in the same proportion as they have for the initial installation of the fence; provided, however that if the party of the second part, her successor or assign, does not wish to participate in such cost, RCRRA shall have the right to replace or repair the fence at its sole cost and expense, but may do so with any fencing of its choosing and need not replace or repair the fence with fencing similar to the existing fence. Prior to repair or replacement, RCRRA shall notify the party of the second part of her expected share of the cost, and she shall have ten days from the date she receives such notice to state, in writing, whether she wishes to participate in the replacement cost. If she fails to respond before the expiration of the ten day period, she will be deemed to have declined to participate in such cost and RCRRA may proceed to repair or replace the fence with whatever fencing it, at its sole discretion, chooses to select.

4. **Ownership.** The portion of the fence to be installed upon the common boundary line between the property and the right of way, which boundary line is not in dispute, will be considered a part of the retaining wall structure and as such be owned by RCRRA. The portion of the fence to be installed upon the property shall be owned by the party of the second part.
5. **Indemnification.** The party of the second part shall hold harmless and indemnify RCRRA, its agents, employees, and commissioners, from and against any and all liability, costs, claims for damages, actions, or causes of action arising out of its installation, repair, and maintenance of the fence pursuant to this agreement, unless such liability, costs, claims for damages, actions, or causes of action result from the negligence of RCRRA.
6. **Termination.** This agreement shall remain in force until such time as it is modified or rescinded by the parties or the then owners of the property and right of way, as appropriate, as evidenced by writing and signed by the parties, incorporating this agreement by reference.
7. **Binding effect.** This agreement, and the rights and duties under this agreement shall bind and inure to the benefit of the parties, and their heirs, legal representatives, and assigns.

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

Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

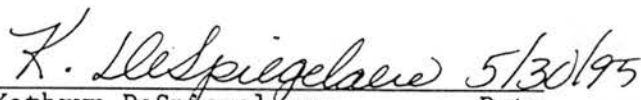
 4-2-95

David F. MacMillan Date
Assistant Ramsey County Attorney

By

John T. Finley Date
Chair

Recommended:

 5/30/95
Kathryn DeSpiegelare Date
Director of Light Rail Transit Planning

KRISTIN DAWKINS

 5-24-95
Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

6/2/95
Date

Board Action Requested

Update on request from the City of St. Paul Public Works Department to change the grade and remove soil from a portion of the Northeast Corridor right of way.

DISCUSSION ONLY

Request Justification

- See attached:
- 1) Portion of minutes of April 25, 1995, Regional Railroad Authority meeting pertaining to this topic
 - 2) Memorandum from K. DeSpiegelaere dated April 18 with attachments

Budgeting and Accounting Marilyn Johnson 6/5/95

County Attorney Art Mitchell

Risk Manager _____

Documentation certified complete for:

June 13, 1995 Bette Kuysh 6/8/95
Board Date Signature Date

Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY BOARD MEETING

April 25, 1995

Portion of minutes pertaining to request from City of St. Paul:

In response to a request from the City of St. Paul Public Works Department to change the grade and remove soil from a portion of the Northeast Corridor right of way, authorize staff to draft an agreement to address issues relating to the request for review and approval by involved parties.

Ms. DeSpiegelaere indicated there is a request from the City of St. Paul Public Works Department to change the grade and remove the soil from a portion of the right of way owned by the Rail Authority.

A slide presentation was given showing areas of the berm and right of way. The slide presentation included background information, the right of way from Kellogg Blvd. to Beam Avenue, and its joint LRT and trail usage with short and long term plans.

Ms. DeSpiegelaere included in the presentation Stacy Becker's, (St. Paul Public Works Director) request to change the grade by removing the berm between Johnson Parkway and Arlington. The reasons stated were: (1) to use the fill for three projects, one public and two private, in the vicinity (2) to provide for an at-grade LRT station in the future at Maryland.

The right of way is 100 feet wide and Johnson Parkway goes under the right of way with a bridge over Johnson Parkway. If the City's request is granted, the advantages for LRT are that the bridges are out at Arlington and Maryland, and they wouldn't need replacement. However, the disadvantages are: (1) there would be at-grade crossings at Maryland and Arlington, and perhaps at Johnson Parkway, which would impact operating efficiency; and (2) it would be easier and less expensive to remove the soil when LRT is located here.

The recommendation is that LRT operate on the right of way if the soil is removed. Because it may be several years before LRT is located in this area and in the interest of a cooperative relationship with St. Paul, removal of the soil is recommended if an agreement can be reached to address the following issues:

- (1) Light rail transit -- reaffirmation of the potential for it on this right of way.
- (2) Termini -- specific areas of removal (the area north of Ivy would be excluded from the agreement).
- (3) Soil conditions -- test for contamination, soil quality, suitability for trail and rail construction of what lies underneath if top area is removed. Restoration of the area by St. Paul would need to be defined.
- (4) Wetland plans -- St. Paul plans to locate wetlands in the vicinity of RCRRA right of way. The agreement would need to specify that wetlands do not impact RCRRA property.
- (5) Maximum grades -- both LRT and trails have maximum grades that would need to be met. In other words, part of the area can't be cut away without re-grading the remaining edges to provide suitable grades for trail and rail.
- (6) Affected property owners -- commercial properties south of Maryland are affected by this request and residential properties north of Maryland are affected. Adjacent property owners should be contacted jointly by City and County staff.
- (7) Costs -- the soil has a value. RCRRA recommends that there should be a charge for it, based on the quantity and quality.
- (8) Johnson Parkway bridge -- conditions relating to removal of this bridge at some future date should be specified so that its removal does not interfere with trail use.
- (9) At-grade crossings -- this is a major issue. There would need to be assurances of how to provide for trail (short term and long term) and rail (long term) use at busy streets such as Maryland.
- (10) LRT and bus -- there should be sufficient space for an LRT station at Maryland. There should be connections with bus routes at the station.
- (11) Federal funding restrictions -- there would need to be assurances that the funding used by St. Paul for activities adjacent to the right of way do not negatively impact future LRT potential for this area.
- (12) Staging -- timing is an issue. The City would like this matter resolved soon in order to use the soil for fill for three projects this summer.

- (13) Approvals -- Many agencies are involved and the agreement would need to be reviewed and approved by St. Paul, Ramsey County, and the Minnesota Department of Transportation.

Chairman Finley introduced Jim Tolaas, Engineer for Ramsey County Public Works, and Greg Mack, Ramsey County Director of Parks and Recreation.

Mr. Tolaas said the concern of the Rail Authority is the future operation and safety of the light rail system. These concerns are weighed against the broader community issues and values. Light rail transit is a flexible mode of transportation and can be integrated very well in varying situations. An at-grade facility can be made to work effectively and safely. There are, however, significant operational advantages of a grade separated facility. It's difficult to argue against a grade separated facility in terms of safety.

Speed is a concern. Both light rail and vehicle traffic speeds are affected - LRT cannot cross at grade at the same speed. Even with 15-minute headways for LRT and although light rail will only stop traffic for a short period of time, it does affect the traffic flow through the area. Maryland currently carries 15,000 cars a day. Delay factors to vehicle traffic needs to be weighed against the broader benefits to the community.

Another issue is the value of the berm soil. It's likely to be of very high quality. That has significant value because of the haul distances contractors normally face. There is a certain cost advantage to using material nearby. Public Works is very supportive of using this material in the proposed realignment for Prosperity Avenue.

There is also concern for material beneath the earth and embankment. At this time, the character of the material is unknown. It needs to be investigated because of the potential for unstable soil conditions after the berm removal.

Chairman Finley said that it appears from the letters from Stacy Becker and Allan Torstenson, from the City of St. Paul, that the urgency is to accommodate not the roadway but rather the accommodation of the private development of the Walgreens store and the medical clinic. Chairman Finley said that his concern is to make a long lasting decision to benefit the long-haul because it involves the removal of one bridge, removal of soil (content unknown), and impact of the neighborhood. If the berm is removed, then the businesses' parking lots become part of the park.

Mr. Greg Mack said that the Ramsey County Parks Department conducted an on-site tour of the property with representatives from the City and the Rail Authority on March 31 following the request Commissioner Schaber received from members of the

community for berm removal. In looking at the property, due to topography and other factors, it was determined there needs to be a continuous north-south transportation/recreation corridor along the right of way. Mr. Mack said if the berm were removed today, and the proposed upgrades to the eastside area were not accomplished for some time, that would expose the backside of businesses to the lake users. There needs to be a definite staging of events. If the berm is going to be removed, it should happen as though a curtain were lifted and the work behind the curtain has been completed. If it happens in the reverse, the project could sit for some time before there is an aesthetically attractive extension of the park experience.

Commissioner Wedell said that as he understands it, the purpose of the Phalen Corridor is to create jobs. One of the intended areas to accomplish that task is where the pile of debris is located east of 35E (Williams Hill). The debris will need to be removed and the area cleaned up for manufacturing sites. It seems to be apparent that if fill is needed, that's the place to get it - especially if material will be moved anyway, and this material appears to be quite suitable for the City's purposes. It would be prudent to move the material once. If you move the berm and need to bring it back, it will be the Rail Authority's expense for hauling soil back in.

Commissioner Wedell said that before making any decision regarding this matter, there should be assurances that LRT will never use the Phalen Corridor. To remove the berm now contradicts all that's been said about grade separation for LRT. The key to light rail is quick operation, that is, not to be delayed by street traffic. If trains are being slowed by at-grade crossings then the purpose of light rail has been defeated.

Commissioner Wedell said that the Rail Authority needs to be part of the small area plan and be informed as to what will be here and how it will look. There needs to be coordination and integration of transit hubs, transportation, roadway, LRT, and bikeway.

Chairman Finley asked Allan Torstenson to address the issue of the transit hub that is planned for the corner of the new Prosperity and Maryland and why has the City planned a transit hub within a four block area from the proposed LRT transit hub.

Mr. Allan Torstenson, St. Paul Planning and Economic Development, said that in the Stacy Becker letter that issue was addressed regarding the transit hub. The major bus route in that area is along Maryland and at the intersection of Maryland and Prosperity. Until LRT is built, that seems to be the logical

place to do relatively modest improvements for transit patrons. Once LRT is built, bus transfers will happen at the LRT station. One of the reasons the city encourages an at-grade station at Maryland is because it provides for a convenient transfer from buses to LRT.

Chairman Finley asked how the businesses in this area will be affected if traffic is moved further east? Will the other shorter streets remain that currently service the businesses in this area or will the businesses eventually be removed?

Mr. Torstenson said the existing road, which is located one block south of Maryland, would remain and serve as a business access road. Part of Prosperity would be a business access road and not the main through-road. The main through-road would be the new Prosperity alignment that crosses Maryland at the signal. It is difficult to determine at this time which roads, if any, will remain - it will depend upon development in that area.

Chairman Finley said this is a very important issue: will road access be available to local businesses? Will berm removal open up their parking lots to park users? This is a very significant concern for the survival of local businesses. Wendy's and Ponderosa's have already closed down.

Allan Torstenson said that the members of the business community were on the Phalen Village Task Force. One thing that has been made clear is the commitment for providing needed access for businesses. The City is trying to create an area that is an asset for a larger community and works as a business area. Wendy's and Ponderosa's businesses closed for reasons other than lack of road accessibility.

Commissioner Hal Norgard said that the county is facing a three-prong problem: (1) the phalen watershed; (2) Phalen roadway from Pennsylvania Avenue to Maryland; and (3) the berm removal. Commissioner Norgard said that if the Phalen Shopping Center is taken out, which is built on a swamp, it will be costly and the county board will have to make the decision regarding funding of that watershed. Commissioner Norgard said that the existing businesses in the phalen shopping center area will find it tough to survive. Commissioner Norgard indicated that Burlington Northern raised the grade through this area for a reason, and he was concerned that removing the berm would result in unsuitable soil for LRT and for trail uses.

Commissioner Warren Schaber said that this is a very complicated and difficult decision to be asked to make at this particular point in time. The integrity of the light rail system needs to be maintained, especially since the right of way was purchased

with rail bank funds. If the rail alignment will not be built for 30 years, should economic development be delayed? Part of the problem is that the Phalen Village Small Area Plan, which intermixes with the Phalen Corridor Plan, has not been approved by the City of St. Paul at this point in time. That creates a problem for the Rail Authority because we are being asked to make decisions when the City of St. Paul has not even approved the phalen Village Small Area Plan.

Commissioner Schaber said that at a meeting on March 14 with community members, he indicated he conceptually agreed with the berm removal. Berm removal can be accom- modated in that area, but to have to rush a decision is not the way the County Board operates. The questions raised by Ms. DeSpiegelaere, staff, Mr. Tolaas, and Mr. Mack need to be addressed before any commitment can be made. The approval of many units of government are needed first because they too are affected by the berm removal. The City of St. Paul hasn't even made a decision regarding the berm removal.

Commissioner Schaber said that the berm removal makes sense only if the other proposed city projects occur.

Commissioner Brenda Thomas recommended no action because of the City's lack of forward movement regarding the other projects.

Commissioner Susan Haigh commented that the Rail Authority staff did a good job laying out some of the concerns that need to be addressed. Commissioner Haigh said although there is pressure to move quickly regarding berm removal, it is not responsible to do so at this time. Each factor needs to be worked out. Commissioner Haigh said she would like to receive more information regarding the watershed.

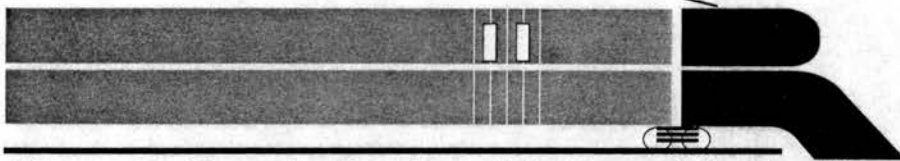
Commissioner Rafael Ortega said that since there are so many questions, good answers are needed before making solid decisions.

Chairman Finley said that it appears the consensus is not to act at this time, but also not to stand in the way of progress in this area. A motion is not needed at this time, but staff is directed to: (1) check with the other units of government and eliminate any problems that may arise; (2) deal with the other units of govern- ment to make certain there are no problems regarding the funding mechanisms involved not only in the purchase of the land, but in the development of the trail; (3) con- tinue to work with the City regarding the small area plan and how that will fit in with the overall plan; and (4) find out what the position is of the watershed district.

Chairman Finley said he questions the need for building a Walgreens, medical clinic and road realignment if the end result is bankruptcy for the existing businesses. Other issues to be addressed are: (1) find out for certain which streets will be in existence in that area; (2) how are street and business accesses going to be made; (3) will there be acquisition of businesses; and (4) what is the total cost of the project? Preliminary figures indicate \$100 million for a two-mile stretch of land. If it creates 2,000 jobs, maybe it's a good investment, but if in the meantime there is a loss of 500 or 1,000 jobs, then it isn't a good investment.

Chairman Finley said that the Rail Authority and staff will continue to look at the Phalen Corridor and work in that direction by getting some of the approvals that are necessary for the Rail Authority to be able to make a meaningful decision.

ACTION FAILED FOR LACK OF A MOTION



Ramsey County Regional Railroad Authority

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

John T. Finley, Chairman
District 3

Dick Wedell, Vice Chairman
District 1

Warren W. Schaber, Secretary
District 6

Susan M. Haigh, Treasurer
District 4

Hal Norgard
District 7

Rafael E. Ortega
District 5

Brenda C. Thomas
District 2

MEMORANDUM

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

FROM: Kathryn DeSpiegelaere, Director of LRT Planning *K/D*

SUBJECT: Request from City of St. Paul to change the grade and remove soil from section of Northeast Corridor right of way

DATE: April 18, 1995

The City of St. Paul Public Works Department has requested removal of soil and changing of the grade owned by Ramsey County Regional Railroad Authority between Johnson Parkway and Arlington Avenue. This area is illustrated in Attachment 1. The letter of request from Stacy Becker, Director of St. Paul Public Works Department, is Attachment 2.

Background:

This property was part of a purchase from Burlington Northern by Ramsey County Regional Railroad Authority in 1992. Ramsey County purchased 6.5 miles of right of way between Kellogg Boulevard and Beam Avenue.

The Northeast Corridor Light Rail Transit Alignment Study, adopted by Ramsey County Regional Railroad Authority, designates this right of way as one of two potential locations for light rail transit. The other alternative for LRT is I-35E, and St. Paul staff has in the past opposed LRT in freeway alignments. The Northeast Corridor is not the highest potential corridor for light rail transit and it is likely that LRT in this area is at least ten years in the future. Direction given by RCRRA to staff has been to ensure that the corridor is preserved for light rail transit use in the future.

The purchase of the right of way was accomplished with half property tax levy funding and the remaining half was supplied by the Minnesota Department of Transportation State Rail Bank funds. Because of the financing, Mn/DOT has an interest in the property, and would be consulted about an agreement that is developed pertaining to removal of soils from the area.

Ramsey County Regional Railroad Authority, Ramsey County, and the City of St. Paul have signed a joint powers agreement addressing the entire right of way and an easement for trail use will be brought to the City and County in the next month. The Parks and Recreation Departments of St. Paul and Ramsey County are developing trails along the right of way from Kellogg Boulevard to Beam Avenue. At this point in time, the trail does not yet extend between Johnson Parkway and Frost Avenue. The master plan adopted by Ramsey County and the City of St. Paul for the trail does include this section, however. An application for federal funds to construct the trail in 1998 in this location has been completed and is being reviewed through the Transportation Advisory Board at the Metropolitan Council. A letter from Greg Mack relating to the Parks issues is Attachment 3.

The response to the City Public Works Department request has also been coordinated with Ramsey County Public Works Department. Paul Kirkwold's response is Attachment 4.

Reasons for Request:

According to the letter from Stacy Becker, the request for changing the grade of the right of way is being made for two primary reasons:

- (1) To use the fill for three projects, two of them private, in the vicinity, and
- (2) To provide for an at-grade LRT station and crossing at Maryland Avenue.

Although the letter does not indicate these as primary reasons for requesting the grade change/soil removal, previous discussions have referenced wetland restoration on either side of the RCRRA right of way and "opening of the viewscape" as primary benefits of the modification. According to a March 14 memo from Allan Torstenson (Attachment 5), the Phalen Village Small Area Plan, which has not yet been adopted by the City, and extends only to Ivy, not northerly to Arlington, recommends removal of the railroad berm to the level of Maryland Avenue and Johnson Parkway to:

Create a stronger connection between Phalen Village and its primary asset, Phalen Park/Lake Phalen, and thus enhance property values, create a stronger market for redevelopment/reinvestment in both Phalen Village housing and the commercial area, and build community stability.

Provide for an at-grade LRT station immediately south of Maryland, with good pedestrian and bicycle access, good access for transfers from buses, and direct connections to the Phalen Village commercial core.

Physical Characteristics:

The right of way owned by Ramsey County Regional Railroad Authority is 100 feet wide. Slides illustrating the area will be shown at the Regional Railroad Authority meeting.

The property on either side of the berm is not a uniform elevation.

Some areas on the berm are heavily wooded with plant materials. Some areas have trees and other vegetation on the property next to RCRRA right of way.

Advantages/Disadvantages for light rail transit:

Advantages to LRT if the grade change is allowed:

The bridges at Maryland and Arlington have been removed. The bridge at Johnson Parkway remains. Its suitability for LRT has not been assessed. If the grade is not changed, new bridges would have to be constructed over Maryland and Arlington for LRT when it is constructed.

The grade change would allow direct access by passengers to LRT from the street level. This advantage is viewed more favorably by St. Paul planning staff than Ramsey County Regional Railroad Authority staff. Rail systems in other cities operate well with grade-separated stations. Examples: Union Station in St. Louis and Washington D.C. National Airport. Rail stations in residential and commercial areas in many cities are at different grades than the surrounding area.

Disadvantages to LRT if the grade change is allowed:

From an operational standpoint, it is preferable to have LRT in its own right of way to minimize conflicts with other vehicles. Maryland Avenue is narrow and has a high volume of traffic. A grade-separated crossing would be preferable from a safety and traffic perspective.

Although operating LRT at grade between Johnson Parkway and Arlington Avenue is possible, it may increase objections from neighbors to its construction because of aesthetic and noise concerns.

LRT travels at speeds of 55 miles per hour maximum. Having LRT crossing streets at grade, even though the crossing would be gated, may slow its speed through this area, and may require the sounding of warning horns or bells. Decreasing speed increases operating costs for the overall system.

It would be less costly to lower the grade when LRT is constructed than it would be to raise the grade when LRT is constructed, if it is determined that the current grade is more desirable.

Recommendation:

Removal of the soil and changing the grade of the right of way in a portion of this area would not preclude operation of light rail transit on the right of way.

Because of the lengthy time before LRT may be implemented in this location and the ability to operate LRT even if the grade of the right of way is modified, and in the interest of a cooperative relationship with the City of St. Paul, removal of the soil is recommended if an agreement can be reached to address issues of Ramsey County Regional Railroad Authority relative to the soil removal.

The procedure recommended is that staff be authorized to develop an agreement to be reviewed and approved by:

Board of Ramsey County Regional Railroad Authority
Minnesota Department of Transportation
St. Paul City Council and Mayor
Board of Ramsey County Commissioners
St. Paul Parks Department
St. Paul Public Works Department
Ramsey County Parks Department
Ramsey County Public Works Department

Areas to be addressed in the agreement should include both the items in the letter from Stacy Becker and additional items, including but not limited to:

Light rail transit -- Reaffirmation of the potential light rail transit line on this right of way would be part of the agreement.

Termini -- The specific areas where soil is to be removed will need to be discussed. There is likely to be more soil in the right of way between Arlington and Johnson Parkway area than necessary for the projects mentioned in Stacy Becker's letter. In addition, there may be areas of the right of way, such as north of Maryland, where it is preferable from a Parks Department perspective and other perspectives for the berm to remain as is in perpetuity.

Soil conditions -- It would be necessary to test for contaminated soil, ascertaining suitability of soil which would remain for light rail transit and trail construction and specify conditions of restoration of area where soil is removed.

Wetland plans -- The agreement should specify the necessity of no interference with short- and long-term uses of the right of way for trail and LRT.

Maximum grades -- Maximum grades for light rail transit and for trail use should be specified. A grading plan review and approval should be required.

Affected property owners -- Contacts before modifications to RCRRA right of way would need to be made with each affected property owner jointly by St. Paul and RCRRA staff.

Costs -- Assignment of costs for removal and restoration will need discussion as will the charge RCRRA would request for the fill -- based on quantity and quality, and based on an assessment of fair market value.

Johnson Parkway -- Conditions for removal of the bridge would need resolution.

At-grade crossings -- This is one of the major issues for Ramsey County Regional Railroad Authority. There would need to be assurances that at-grade crossings for trail (short and long term) and light rail (long term) are acceptable from safety and operating perspectives.

LRT station -- Provision of space for an LRT station, auto pickup and drop-off and bus interchange with LRT at Maryland would need to be assured.

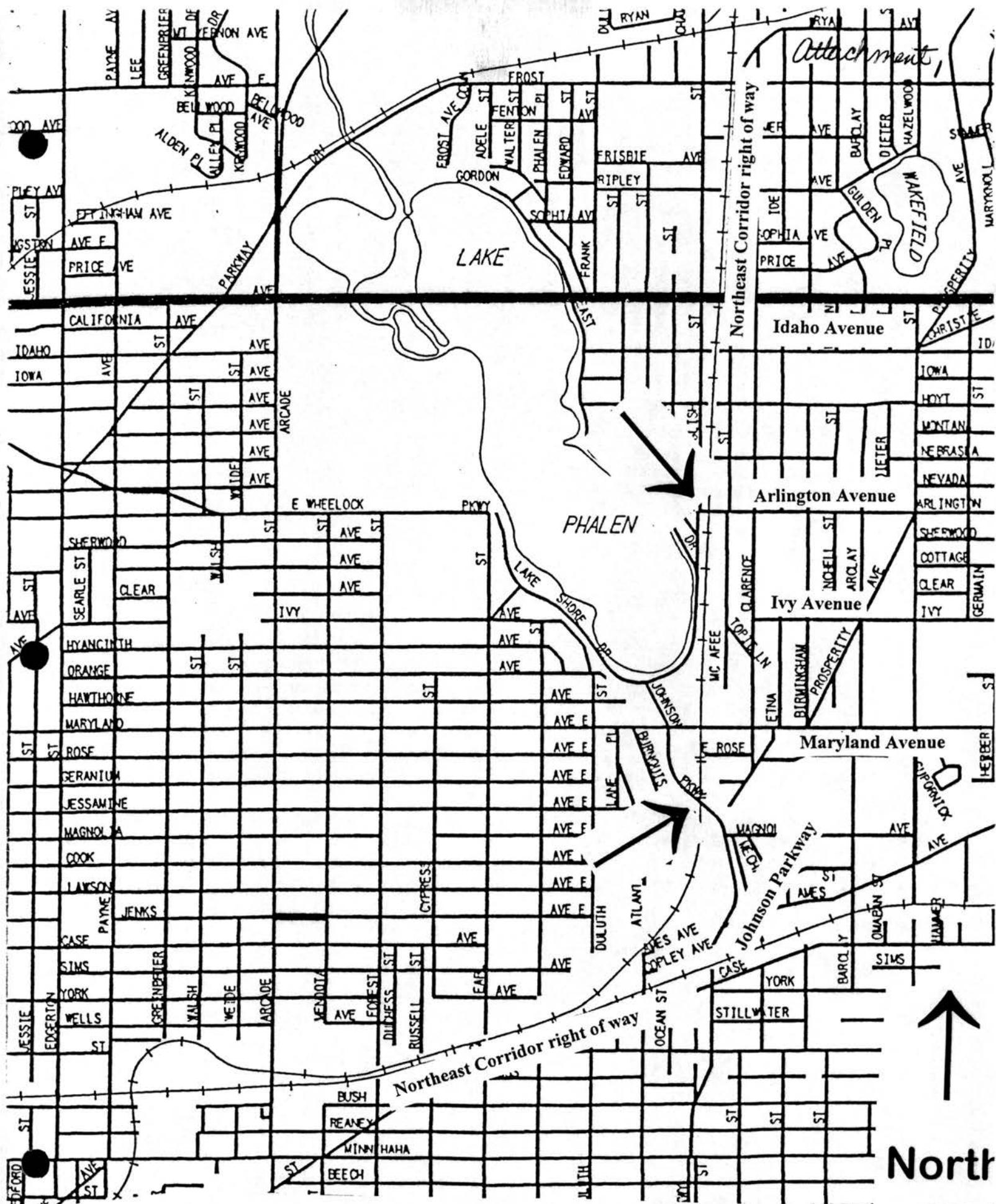
Restrictions with federal funds -- 4(f) and 6(f) issues come into play if federal funds are used for recreational purposes. If legal research is needed on this item, it should be accomplished and documented for the agreement.

Staging -- The timing for removal of portions of fill would need to be discussed.

Timing:

The projects that would use a portion of the soil are proposed for construction this summer. Although RCRRA staff would make every effort to meet the timeline, the complexity of issues and the number of jurisdictions involved may result in this matter not being resolved within the timeframe when the fill is needed.

KD/blk



AREA OF REQUEST FOR SOIL REMOVAL AND GRADE CHANGE



CITY OF SAINT PAUL

Norm Coleman, Mayor

600 City Hall Annex
Saint Paul, MN 55102

Telephone: 612-266-6070
Facsimile: 612-292-7857

April 4, 1995

Kathryn DeSpiegelaere
Director of Light Rail Transit Planning
Ramsey County Regional Railroad Authority
665 Ramsey County Government Center-West
50 West Kellogg Boulevard
St. Paul, Minnesota 55102

Dear Kathy:

RE: Phalen Village Railroad Berm Removal

This is written to request use of the RCRRA-owned railroad berm in the Phalen Village area as a source of fill for the Prosperity Realignment Project at the intersection of Prosperity Avenue and Maryland Avenue. Prosperity will be a Ramsey County road. The realignment project is being undertaken by the City this summer to coordinate with two private development projects: Health East construction of a 12,000 sq. ft. clinic on the SW corner of the new Prosperity-Maryland intersection, and a new 13,500 sq. ft. Walgreens drug store on the NW corner of the intersection. The private developers of both of these projects are also interested in use of the berm as a source of needed fill.

About 18,000 cubic yards of fill are needed for the Prosperity Realignment project. We understand that an additional 20,000 cubic yards of fill are needed for the Health East/Phalen Clinic project, and about 10,000 cubic yards of fill are needed for the Walgreens Drugstore project. Construction for these three projects is planned to begin in June 1995 and be complete by October 1995.

While I understand St. Paul staff have responded verbally to specific concerns about removal of the railroad berm you raised at a January 18, 1994, meeting with City and RCRRA staff and again at a March 14, 1995, meeting with Commissioner Schaber, it may be useful to respond to each of them again here:

Issue 1: *Any actions which would preclude the development of LRT on this property are not acceptable, and any proposal must allow LRT to be accommodated on the property at no additional cost to RCRRA.*

RESPONSE: The City supports LRT and does not intend to take any action to preclude or increase the cost of its eventual construction. Removal of the berm would provide for

development of LRT on this property in a way that best supports local redevelopment efforts, makes the most of local redevelopment efforts for the success of LRT, and substantially *reduces* the cost to RCRRA of development of LRT in this area.

The need to construct new bridges for LRT over Maryland and Arlington, which could be the most costly part of LRT development in this area, would be eliminated (see *Issue 8*). My staff estimates these bridges would cost roughly \$4 million; gated crossings at Arlington, Maryland and Johnson would cost roughly \$500,000, a savings of about \$3.5 million. Gated crossings would also save the cost of eventually having to replace the old concrete bridge over Johnson Parkway, and would save the cost of difficult and expensive handicapped access to a station on top of the berm. Removal of the berm would provide for an at-grade LRT station immediately south of Maryland, with good pedestrian and bicycle access, good access for transfers from buses, and direct connections to the Phalen Village commercial core.

If the old railroad bridge over Johnson Parkway remains, the slope down to an at-grade station would be within the grade requirements for LRT. This is relatively easy because Johnson Parkway dips down to go under the railroad bridge; there isn't much grade difference to make up. The slope could be the same as that required for the interim trail use of the right-of-way.

Issue 2: If a wetland is established on the property, it will be very difficult (impossible) to use the same for any other purpose in the future.

RESPONSE: A wetland will *not* be established on the RCRRA right-of-way. We are planning to begin a project this summer to restore wetland areas on City-owned property along the RCRRA-owned right-of-way just north of Maryland. Because of the hydrology of the area, stormwater currently flows from the area east of the berm to a storm sewer west of the berm via a pipe under the berm. This will continue, and an additional pipe under the RCRRA right-of-way may be needed. The RCRRA right-of-way will not be affected by the wetland restoration project in any other way.

The purpose of the wetland restoration project is to restore the site's natural stormwater cleaning function, reduce nonpoint source pollution, enhance wildlife habitat and stormwater detention, expand our understanding of how to achieve biodiversity in restored wetlands, and provide an environmental education resource. It will create a neighborhood signature amenity and a stronger connection between Phalen Village and its primary asset, Lake Phalen/Phalen Park, and thus enhance property values, create a stronger market for redevelopment/reinvestment in both Phalen Village housing and the commercial area, build community stability, and create a beautiful corridor for LRT. Housing and commercial reinvestment, and the stability of the area, are crucial for making the most of eventual investment in LRT. Removal of the berm would help to make the most of our investment in the wetland project as an asset to spur reinvestment in the area.

Issue 3: Will the establishment of a wetland on the property create restrictions for LRT to use its right-of-way under 4(f) and 6(f) provisions of federal law?

RESPONSE: This is *not* an issue because a wetland will *not* be established on the RCRRA property.

Issue 4: How will the removal of the berm in this area affect the topography of the corridor as a whole? Will the berm areas to the north and south of the small area plan also be removed?

RESPONSE: If LRT is to cross Johnson and Arlington at grade, then the berm would have to be regraded both south of Johnson and north of Arlington to meet the LRT requirement for grades less than 6%. Currently, the berm gradually disappears going a few hundred feet south from Johnson and going a few hundred feet north from Arlington.

Until LRT is developed in this corridor, the right-of-way will be used for a bike trail, and grading the corridor more for this interim use than for final LRT use may be appropriate. This is something that Public Works and RCRRA staff should perhaps discuss with St. Paul and Ramsey County Parks staff working on the bike trail.

St. Paul Parks staff are planning summer 1995 construction of a bike trail that would use the existing bridge over Johnson Parkway and gradually go down to grade north of Johnson. Our use of the berm for fill should be coordinated with this trail project, and could perhaps reduce the cost of trail development in this area.

Ramsey County Parks staff recently submitted an application for federal ISTEAF funding for a continuation of this trail north from Johnson Parkway to Frost in 1997. Their proposal includes the possibility of bike bridges over Maryland and Arlington that would be removed when LRT is built. Use of the berm for fill and regrading of the RCRRA right-of-way should be coordinated with this trail project. When LRT is built, the trail will no longer be able to use the bridge over Johnson Parkway, and any bike bridges over Maryland and Arlington would have to be moved or removed. If LRT and a trail were both to be built in the right-of-way with the berm in place, substantial fill and retaining walls as well as several new bridges would be required, all at very high cost. Without the berm, those costs would be avoided.

When we cut through the berm in two different places to install new storm sewers a couple of years ago, we found the berm to be made up of good granular fill. It is the kind of fill that would be useful for the Prosperity Realignment, Phalen Clinic, and Walgreens Drugstore projects this summer. It is also the kind of fill that should be easy to sell if more must be removed for final LRT grades in the future.

Issue 5: How will the removal of the berm (and two bridges over Johnson and Maryland) affect proposed travel times for LRT? Will there be any added safety or liability issues incurred if this is done?

RESPONSE: North bound LRT trains coming out of an LRT station immediately south of Maryland could be delayed about 4 to 8 seconds (enough time for pedestrians to clear the track). For south-bound crossings at Maryland and for all LRT crossings at Arlington and Johnson, the gates could be timed so that LRT would cross at full speed under normal circumstances. Emergency vehicles could occasionally preempt the signals and gates.

There are liability issues associated both with bridges and with at-grade crossings, with no particularly significant cumulative difference. We have approved Preliminary Design Plans for LRT in the Central Corridor that include a number of at-grade crossings (some at streets with far higher traffic volumes and more complex traffic movements than Arlington, Johnson, and Maryland), and that also include some grade-separated crossings.

Issue 6: Will the removal of the berm impact maintenance responsibilities for RCRRA?

RESPONSE: Removal of the berm and construction of LRT at-grade would eliminate the cost of maintaining three bridges, as well as the high cost of building 2 to 3 new bridges in the first place. Removal of the berm will not have significant impact on maintenance responsibilities in the shorter term, before LRT is built, although it should be somewhat easier to maintain flat property than the steep slopes of the berm.

Issue 7: Will the removal of the berm, bridges, and required alterations to other portions of the corridor make LRT less acceptable to adjoining property owners?

RESPONSE: Neighborhood representatives who live on property adjoining the berm have indicated that removal of the berm would make LRT *more* acceptable to adjoining property owners. They have indicated concern about people looking down into their yards and homes from the berm.

Issue 8: At-grade crossings of LRT are an issue. A memo from St. Paul Public Works staff was requested by RCRRA to address the street crossings.

RESPONSE: While grade-separated LRT crossings of Maryland Avenue, Johnson Parkway and Arlington Avenue would be more desirable from a safety and traffic flow point of view, based on what we know about traffic volumes and movements in this area, and what we expect for LRT, at-grade crossings would be acceptable.

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North of Arlington, LRT is planned to have at-grade crossings of streets such as Larpenteur and Frost. In the Central Corridor, LRT is planned to have an at-grade crossing of the intersection of John Ireland Boulevard/Rice Street/ 12th Street/St. Anthony Avenue, an intersection with very complex traffic movements and a traffic volume in the neighborhood of 20,000 vehicles per day. It is also planned to cross University Avenue at-grade just west of Highway 280 where there are about 24,000 vehicles per day. There are about 15,000 vehicles per day where LRT would cross Maryland, 7000 vehicles per day where LRT would cross Johnson Parkway, and 3500 vehicles per day on Arlington; none of these streets have any unusual traffic movements where LRT would cross.

Compared with the Central Corridor, LRT in the Northeast Corridor would have relatively low frequency. Headways in the Northeast Corridor will likely never be shorter than 15 minutes, or 1 crossing every 7 1/2 minutes at the most. Fifteen minute headways are likely to occur only during peak periods. A two to three car LRT train would take only a few seconds to cross a street. With the relatively low frequency of LRT in this corridor, and with moderate traffic volumes on streets it would cross, grade separated crossings do not need to be a priority. After reviewing the issues that pertain to this specific area, it appears that at-grade crossings provide enough benefits to this area and the City to allow Public Works to support the at-grade crossings at these locations.

Issue 9: A bus hub on Maryland should be integrated with LRT.

RESPONSE: Bus routes in this area currently come together at the intersection of Prosperity and Maryland. During the relatively long interim period until LRT is built, this is the where most transfers will take place and is the most appropriate place for relatively modest transit infrastructure investments such as bus shelters.

When LRT is built, bus routes will be modified to connect with the LRT station. An at-grade station would help provide for convenient access for transfers to and from buses. Maryland is the area's primary bus route, and a pull-out could be added to Maryland adjacent to the LRT station so east-bound buses could stop for convenient bus-LRT transfers. West-bound buses could pull off of Maryland to an access road parallel to the station (see attached "Conceptual Plan" contained in the draft Phalen Village Small Area Plan) so that passengers could transfer without crossing traffic.

The proposed realignment of Prosperity is a long-standing goal formally adopted by the City Council in 1979 as part of Comprehensive Plan elements for Streets and Highways (pp. 1, 21) and for District 2 (pp. 12-13). The Transit Plan element of the St. Paul Comprehensive Plan, adopted by the City Council in 1981, calls for further evaluation of LRT in the Northeast Corridor (p. 15); it makes no recommendation as to whether LRT should come through the Phalen Village area at-grade or on the berm (either would be generally consistent with the Transit Plan). Principal St. Paul goals for LRT

are to support local development goals and opportunities, to be a catalyst for development and revitalization, and to strengthen neighborhoods (Transit Plan, p. 14; City Council Resolution 91-310). To help to meet these goals in the Phalen Village area, removal of the berm is strongly supported by the District 2 Community Council and by Councilmember Grimm.

The most cost-effective way to remove the berm is to use it as a source of convenient fill for nearby projects over time so that when LRT is constructed an appropriately graded right-of-way will already be available to accommodate an at-grade LRT station immediately south of Maryland. Use of the berm as a source of fill for the Walgreens, Phalen Clinic and Prosperity realignment projects this summer would go a long way toward achieving that end. It would reduce the cost of future LRT construction while also reducing the cost of obtaining fill needed for these projects.

Removal of the berm should be staged and coordinated with bike trail development over Johnson Parkway this summer, and therefore the southern termini of berm removal at this time should be Johnson Parkway. The berm could be regraded so the trail would gradually slope down to grade north of the bridge over Johnson Parkway, and coordination of these projects could reduce the cost of trail development in this area.

Because Johnson Parkway dips down to go under the railroad bridge, most of the remaining berm near Johnson Parkway could be used to fill in the dip in Johnson Parkway and achieve an even grade in this area sometime in the future when LRT is built, when the Johnson-Prosperity intersection is rebuilt, or when Phalen Boulevard is connected to the Johnson-Prosperity intersection.

Going north from Johnson Parkway, berm removal should be coordinated with the Ramsey County Parks bike trail project, both in staging and grading. If the bike trail bridges over Arlington and then slopes down to grade, for example, the northern termini of berm removal at this time should probably be Arlington. The remaining berm, which gradually returns to grade in the three blocks north of Arlington, could be removed and sold for fill anytime before LRT is built.

In determining the amount of fill to be removed between Arlington and Johnson in the next couple of years, grades desired for the bike trail project should be considered. If the berm is removed all the way down to the grade of Maryland, Johnson and Arlington (roughly 100 sq. yards in the cross section), the three projects needing fill this summer would use roughly half of the berm between Arlington and Johnson. However, removing somewhat less of the berm (not all the way down to the eventual LRT grade) is probably more desirable for the trail projects (needs to be coordinated with City and County Parks). If removal of more of the berm is desired before construction of the trail north of Johnson Parkway in 1997-1998, it is likely that additional fill will be needed by other Phalen Village area projects such as stage 2 of the Prosperity realignment, housing redevelopment just east of the berm, and additional commercial redevelopment along Maryland and Rose.

Kathryn DeSpiegelaere

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April 4, 1995

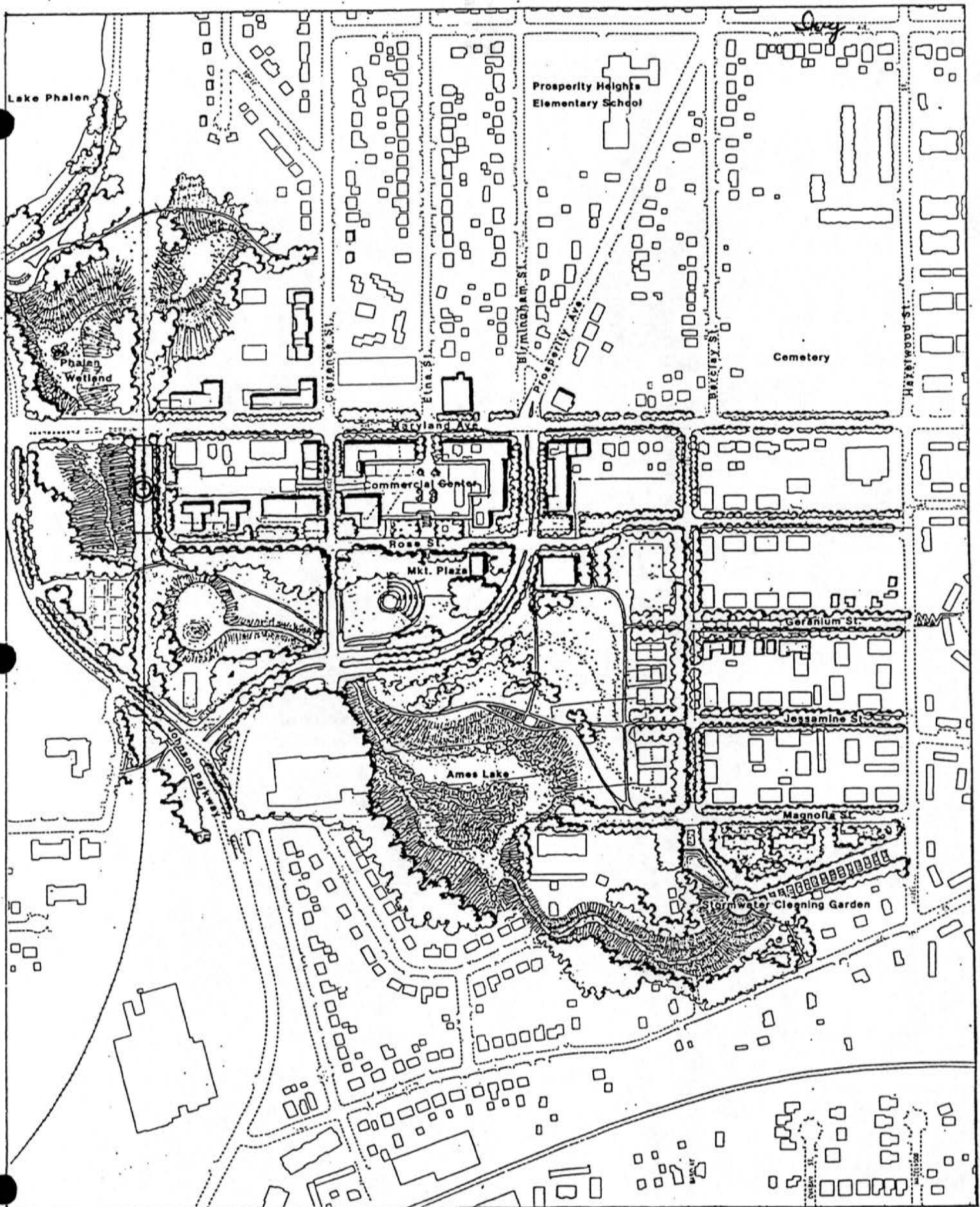
I appreciate your willingness to prepare an agreement to be reviewed by the City and Regional Railroad Authority in response to this request to use the RCRRA-owned railroad berm as a source of fill for the Prosperity Realignment Project. I believe we should move ahead with this as quickly as possible, and should at the same time meet with City and County Parks staff to coordinate berm removal with the bike trail projects. I hope I have adequately addressed your questions and concerns, and we can expedite this. Please let me know if you have any additional questions. Questions might also be directed to City staff involved: Allan Torstenson in the Planning Division, Mike Kassan in the Sewer Engineering Division (wetland project), and Paul St. Martin in the Street Engineering Division (Prosperity Realignment Project).

Sincerely,



Stacy Becker
Director of Public Works

cc: Mayor Norm Coleman
Councilmember Marie Grimm
Commissioner John Finley
Commissioner Warren Schaber
District 2 Community Council
North East Neighborhoods Devt. Corp.
Phalen Village Business Association
Larry Buegler, PED
Robert Piram, Parks



Phalen Village Small Area Plan
Conceptual Plan



Parks and Recreation Department

Gregory A. Mack, Director

2015 N. Van Dyke Street
Maplewood, MN 55109-3796

Tel: 612-777-1707
Fax: 612-777-6519

April 17, 1995

Ms. Kathryn DeSpiegelaere
Director of LRT Planning
Regional Railroad Authority
665 RCGC-West
50 West Kellogg Boulevard
St. Paul, Minnesota 55102

RE: Phalen Village Small Area Plan -- Berm Removal

Dear Kathy:

The joint powers agreement between the Ramsey County Regional Railroad Authority (RCRRA), Ramsey County and the city of St. Paul provides for ongoing use of the former Burlington Northern Railroad right of way owned by RCRRA for regional trail corridor purposes. The master plan for the Burlington Northern Regional Trail Corridor was adopted by the Ramsey County Board of Commissioners, the St. Paul City Council and the Metropolitan Council. The master plan provides for a continuous recreation and transportation trail that will ultimately extend from the Mississippi River to the northern Ramsey County line following the alignment of the former Burlington Northern Railroad right of way.

Based on the adopted master plan, Ramsey County secured a Federal Intermodal Surface Transportation and Efficiency Act (ISTEA) grant with a matching grant from the Metropolitan Council for construction of the trail segment between Frost and Beam avenues. Shortly after award of this grant, the city of St. Paul secured an ISTEA grant with a matching Metropolitan Council grant to construct the trail between East Seventh Street and Johnson Parkway. Both of the ISTEA grants were awarded based on the explicit understanding that there would be a continuous recreation and transportation trail pursuant to the approved master plan.

In early 1995, the Metropolitan Council solicited grant proposals for ISTEA enhancement projects for the funding period beginning in 1998. Ramsey County staff, in consultation with the St. Paul Parks and Recreation Division staff, submitted a proposal for an ISTEA grant for construction of the regional trail between Maryland and Frost avenues. The Metropolitan Council's Funding and Program Committee and Technical Advisory Committee have recommended that this project be funded with a ranking of 5th out of 11 projects recommended for funding. It is expected that a final funding determination on the project will occur in the summer of 1995.

Ms. DeSpiegelaere
April 17, 1995
Page 2 of 3

The ISTEA project, as proposed, continues the trail along the Burlington Northern Railroad right of way and includes grade-separated bridge crossings at Arlington and Maryland avenues. The Phalen Village Small Area Plan, as proposed for adoption by the St. Paul City Council, calls for revitalization of the area east of the intersection of Maryland Avenue and Johnson Parkway. One of the principle elements of the concept plan is reclamation of wetlands that were previously filled in the area to accommodate commercial and residential development. The concept also suggests that removal of a portion of the berm on the railroad right of way will improve views between the plan area and Lake Phalen. Attached is a copy of the concept plan.

On March 14, 1994, Commissioner Warren Schaber assembled a group of city and county staff, as well as Phalen area residents, to discuss the relationship between the railroad berm and the Phalen Village Small Area Plan. It was clear from that discussion that advocates for the Phalen Village Small Area Plan feel that removal of the berm in the vicinity of Maryland Avenue is a critical first step toward implementation of the small area plan.

On March 31, staff of the Ramsey County Regional Railroad Authority and the Parks and Recreation Departments of Ramsey County and the city of St. Paul conducted a field inspection of the Burlington Northern right of way within the planning limits of the Phalen Village Small Area Plan. Based on this field reconnaissance, it is our belief that a portion of the berm can be removed without negatively affecting the trail experience. However, in order for the trail to effectively serve transportation and recreation uses, deviations from the north-south railroad right-of-way alignment should be minimized. We believe a minor deviation from the railroad alignment in the area of Maryland Avenue is not inconsistent with the master plan or the commitments made in securing ISTEA funding for trail construction.

The city of St. Paul's ISTEA trail project, as designed, routes the trail off of the railroad right of way a few hundred feet north of Johnson Parkway. The trail is then routed north of the tennis courts following a northwest direction to the intersection of Maryland Avenue and Johnson Parkway. From this point, the trail crosses Maryland Avenue at the semiphore-controlled intersection and connects to the trail system on Lake Phalen.

Although the connection to the Lake Phalen trail system provides a quality recreational experience, the trail along the east shore of Lake Phalen does not fulfill the transportation objectives of the trail corridor. The Lake Phalen trail is congested with recreational trail uses, is a one-way system and has a northern terminus more than a half mile away from the Burlington Northern Corridor.

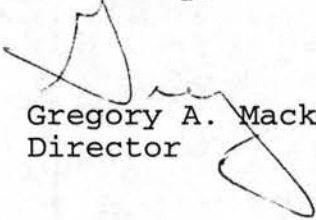
Ms. DeSpiegelaere
April 17, 1995
Page 3 of 3

The Burlington Northern Regional Trail could be routed around the proposed Phalen wetland (north of Maryland Avenue) and back to the original railroad right of way approximately 900 feet north of Maryland Avenue. Using this approach, much of the berm between a point approximately 500 feet south of Maryland Avenue (point where city trail section leaves railroad right of way) and extending to 900 feet north of Maryland Avenue could be removed. From a point approximately 900 feet north of Maryland Avenue, a portion of the berm would be removed in order to achieve a 5% grade between that point and Ivy Avenue. In the future, additional berm area can be removed beyond 500 feet south of Maryland Avenue when the intersection of Johnson Parkway and Prosperity Avenue is realigned and the railroad bridge at Johnson Parkway is removed.

Removal of the berm as described above, from a point 500 feet south of Maryland Avenue to 900 feet north of Maryland Avenue, accommodates implementation of the Phalen Village Small Area Plan. We estimate that the amount of material in the berm in this section is approximately what is required for the Prosperity Avenue reconstruction. However, given the topography of the land adjacent to the berm, complete removal of the berm is not desirable. Final grading will have to blend with adjacent land areas. The specific trail alignment in the vicinity of Maryland Avenue needs to be coordinated with the city of St. Paul Parks and Recreation Division to assure compatibility with surrounding land area, future wetland restoration activity and other trails in the area.

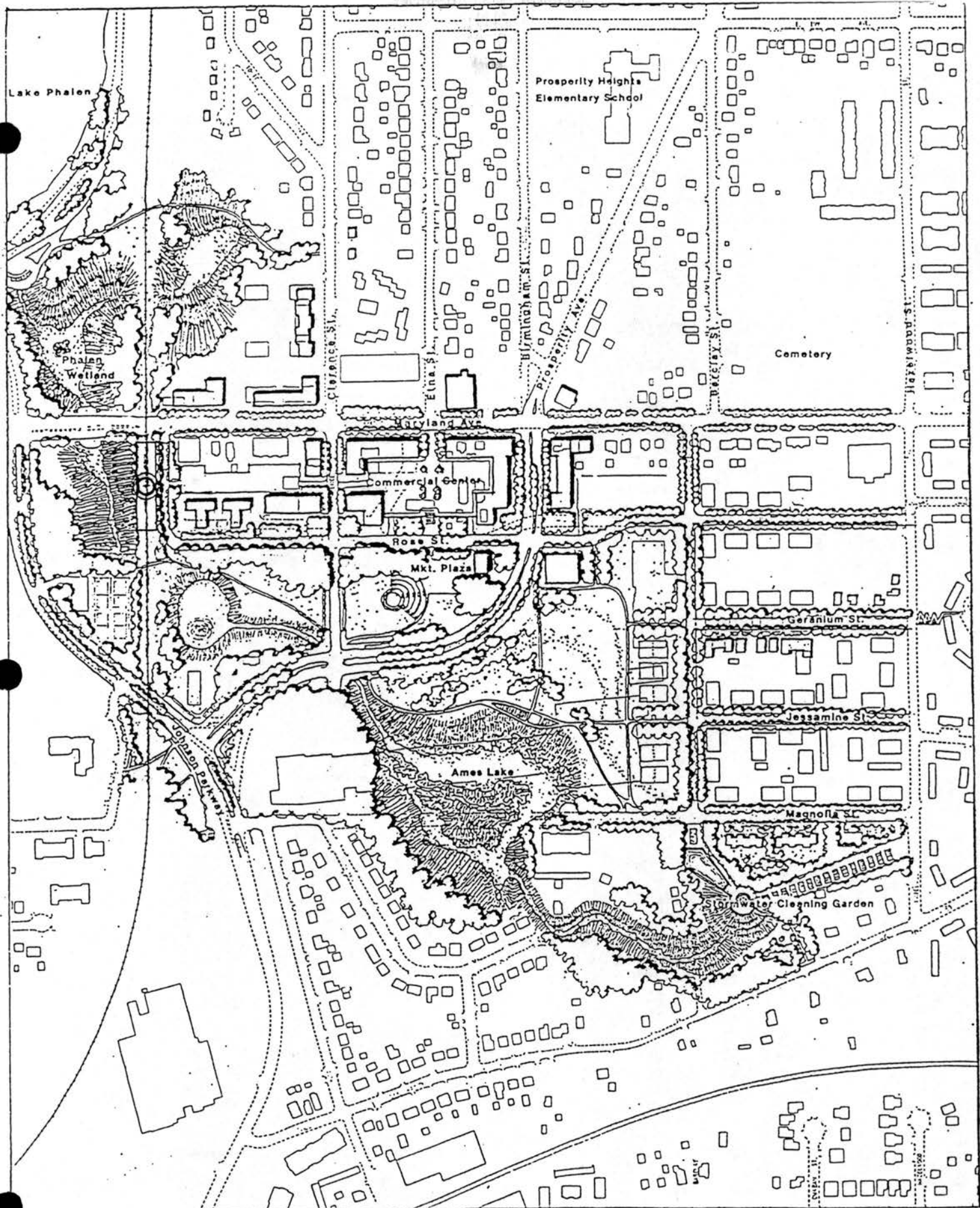
Thank you for the opportunity to review and comment on the proposed berm removal. I believe that removal of a portion of the berm as described above will enable the city of St. Paul to proceed with implementation of the small area plan without compromising the recreational and transportation functions of the Burlington Northern Regional Trail Corridor.

Sincerely,



Gregory A. Mack
Director

GAM/clm
Attachment



Phalen Village Small Area Plan
Conceptual Plan



Department of Public Works

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

ADMINISTRATION/LAND SURVEY

50 West Kellogg Blvd., Suite 910

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

ENGINEERING/OPERATIONS

3377 N. Rice Street

Shoreview, MN 55126

(612) 484-9104 • Fax 482-5232

MEMORANDUM

TO: Kathy DeSpiegelaere
FROM: Paul L. Kirkwold *[Signature]*
SUBJECT: Burlington Northern Corridor
St. Paul Request to Remove Earthen Berm
DATE: April 17, 1995

Public Works staff have reviewed the City's request to remove the earthen berm that is located within Regional Railroad right-of-way close to Phalen Park and Phalen Village. I have the following comments:

In previous discussions, we have identified the operational and safety issues of at-grade street crossings for trail and future light rail transit service, and the value of earth materials. These issues should be considered with respect to long term rail, park, and street operations as well as community goals and objectives.

Maryland Avenue is a County State Aid Highway and will continue to carry significant traffic volumes. Any mixing of pedestrian or bicycle activity with heavy vehicle movements will present safety issues. Although there are many ways to improve safety, it is difficult to match the safety of a grade-separated crossing.

Light rail transit operations with an at-grade intersection with Maryland Avenue poses both operational and safety issues. Again, design elements including modified preemption for LRT and interconnected signals can help minimize conflicts and maintain acceptable safety and service levels, but congestion will be higher; travel times and delays will be greater for both LRT and motorists with at-grade versus grade-separated operations. Although the significance of these impacts may be subject to debate, there are very real dollar costs associated with them.

Finally, the berm material is likely to be of high quality and will be an important resource to Ramsey County for realigning and reconstructing Prosperity Avenue. The material could also be sold on the open market with the value being tied directly to its quality and proximity to building sites in the area.

Please let me know if you need additional information or assistance.

JET:mk



CITY OF SAINT PAUL
Norm Coleman, Mayor

*Division of Planning
25 West Fourth Street
Saint Paul, MN 55102*

*Telephone: 612-266-6565
Facsimile: 612-228-3314*

ISSUE PAPER

DATE: March 14, 1995
FROM: Allan Torstenson *ART*
RE: Phalen Village Small Area Plan - Railroad Berm Removal

A key recommendation of the draft Phalen Village Small Area Plan is to remove the abandoned railroad berm (on right-of-way formerly owned by Burlington Northern Railroad and now owned by the Ramsey County Regional Railroad Authority for eventual use for light rail transit) down to the level of Maryland Avenue and Johnson Parkway to accomplish the following:

- Provide for an at-grade LRT station immediately south of Maryland, with good pedestrian and bicycle access, good access for transfers from buses, and direct connections to the Phalen Village commercial core; and
- Create a stronger connection between Phalen Village and its primary asset, Phalen Park/Lake Phalen, and thus enhance property values, create a stronger market for redevelopment/reinvestment in both Phalen Village housing and the commercial area, and build community stability.

Removal of the railroad berm is a central recommendation that is critical for the success of other key recommendations in the small area plan for:

- A compact, mixed-use, more neighborhood-, pedestrian-, and transit-oriented "Phalen Village" commercial area along Maryland, with quality commercial development and redevelopment that takes advantage of the improved relationship to Phalen Park and access to transit, meets neighborhood commercial needs, and is an asset to the overall area; and
- Quality residential development and redevelopment that takes advantage of the natural landscape and improved relationship to Phalen Park, and adds to the diversity of housing types, price ranges and ownership options in the area.

The most cost-effective way to remove the berm is to use it as a source of cheap fill when needed for nearby projects over time so that when LRT is constructed an appropriately graded right-of-way will already be available to accommodate an at-grade LRT station immediately south of Maryland. Use of the berm as a source of fill for three projects to be constructed in the Phalen Village area this summer (Walgreens Drugstore, Phalen Clinic, and Prosperity Realignment/Rose Reconstruction) would go a

long way toward achieving that end. A decision to use the berm as a source of fill for these projects is needed this spring. A discussion of related issues and rational follows.

I. At-grade LRT station immediately south of Maryland

To make the most of LRT as a tool to strengthen the neighborhood and support local redevelopment efforts, and to make the most of local redevelopment efforts for the success of LRT, the following is needed:

- appropriate planning and zoning to allow more intensive mixed-use (residential as well as commercial) development around the station;
- strategic targeting of city, metropolitan, state, and federal public investment and economic development incentives in the Phalen Village area to reverse the decline of the commercial area and to improve deteriorated apartment complexes;
- location and design of the LRT station as an integral part of the Phalen Village commercial core in a way that is respectful and complementary to the area, builds on local initiatives, and helps to create a truly remarkable public place that contributes towards realization of community development goals;
- direct, convenient pedestrian access from the commercial core to the station that is safe and comfortable for all people, and does not require using bridges or undercrossings; and
- station design and location that provides for integration with bus routes, with safe and convenient access for transfers to and from buses.

In planning for LRT, much is made of the importance of the relationship between LRT and surrounding land use and development. Transit-supportive land use and development around LRT stations is clearly a key to the success of LRT. For its own success, then, LRT should be designed to support such land use and development. More importantly, especially in a transit corridor like this, the primary reason for investing in LRT in the first place is to strengthen the neighborhood and support local development goals.

The Phalen Village Small Area Plan Task Force, made up of representatives of residents, property owners and business interests in the area, has gone through an extensive urban design and planning process for the Phalen Village area around the proposed Phalen Village LRT station. As a result of this process, the task force has developed a theme for Phalen Village as a special place that is a more pedestrian- and transit-oriented urban village with balanced housing options and neighborhood-oriented businesses, a stronger connection to Lake Phalen and the natural landscape, and a wetland park and public open space system that provides a neighborhood signature amenity and identity. While the land use, design and redevelopment plans developed by the Phalen Village Small Area Plan Task Force will contribute to the

success of LRT, it is also very important that LRT be designed to support the development goals and special theme for the area envisioned by the task force. Removal of the railroad berm and an at-grade LRT station are key.

The Phalen Village Small Area Plan and 40-Acre Study recommends rezoning property adjacent to the proposed LRT station B-2 Community Business. This would best provide for a transit-oriented mix of commercial and residential uses compatible with this LRT station location.

The City is targeting public infrastructure investment in the area to projects such as the realignment of Prosperity at Maryland to improve traffic safety and circulation, to improve access and visibility for commercial sites, and to encourage development of a more neighborhood- and transit-oriented commercial area along Maryland. As a result, Health East is planning 1995 construction of a 12,000 sq. ft. clinic on the SW corner of the new intersection, and Walgreens is planning 1995 construction of a 13,500 sq. ft. drug store on the NW corner. These projects will help to change the declining image of the area, improve surrounding residential as well as commercial property values, and encourage additional transit-oriented redevelopment.

The City is also targeting significant housing rehabilitation and development funds to improve deteriorated housing complexes and develop new housing alternatives in the area. Not only are some of the existing blighted apartment buildings vacant or underused, they are a blighting influence on other property in the area. Housing rehabilitation and redevelopment is critical to the stability of Phalen Village, and to making the most of eventual investment in LRT.

The State of Minnesota has given preliminary approval for a \$115,000 LCMR grant for the first phase of the Phalen Wetland restoration project to create a stronger connection to Lake Phalen and the natural landscape. This project will improve the market for housing and commercial redevelopment in the area, and it will create a beautiful corridor for LRT. To make the most of this investment, the railroad berm should be removed and LRT should come through the area at grade.

The LRT station must be at-grade for convenient pedestrian access, for convenient access for transfers to and from buses on Maryland (the area's primary bus route), and for the station to be an integral part of the Phalen Village commercial core in a way that is respectful and complementary to the area and builds on local initiatives. East bound buses could stop on Maryland for convenient bus-LRT transfers. West bound buses would pull off of Maryland to an access road parallel to the station (see "Mixed Use Commercial Area Concept Plan" contained in the Phalen Village Small Area Plan) so that passengers could transfer without crossing traffic.

An at-grade LRT station offers an opportunity to create a truly remarkable public place that complements the assets and natural amenities of the area, links the station both to the Phalen Village core and to Lake Phalen/Phalen Park, really tells a story about the place, and contributes to realization of community goals.

II. At-grade LRT crossings of Maryland, Johnson and Arlington

While grade-separated LRT crossings of Maryland Avenue, Johnson Parkway, and Arlington Avenue would be desirable from a strictly traffic flow point of view, grade-separated crossings are not necessary. North of Arlington, LRT is planned to have at-grade crossings of streets such as Larpenteur and Frost. In the Central Corridor, LRT is planned to have an at-grade crossing of the intersection of John Ireland Boulevard/Rice Street/12th Street/St. Anthony Avenue, an intersection with very complex traffic movements and a traffic volume in the neighborhood of 20,000 vehicles per day. It is also planned to cross University Avenue at-grade just west of Highway 280 where there are about 24,000 vehicles per day. There are about 15,000 vehicles per day where LRT would cross Maryland, 7000 vehicles per day on Johnson Parkway, and 3500 vehicles per day on Arlington; none of these streets have any unusual traffic movements where LRT would cross.

Compared with the Central Corridor, LRT in the Northeast Corridor would have relatively low frequency. Headways in the Northeast Corridor will likely never be shorter than 15 minutes, or 1 crossing every 7 1/2 minutes at the most. Fifteen minute headways are likely to occur only during peak periods. A two to three car LRT train would take only a few seconds to cross a street. With the relatively low frequency of LRT in this corridor, and with moderate traffic volumes on streets it would cross, grade separated crossings do not need to be a priority.

Without removal of the railroad berm, new bridges would have to be constructed for LRT over Maryland and Arlington at substantial cost both for initial construction and for ongoing maintenance, plus additional liability associated with bridges. At much lower cost, crossing signals with arms that lower before arrival of LRT trains could be used so that trains would cross these streets without slowing down; LRT travel times would not be affected.

III. Opportunity for no-cost berm removal this spring

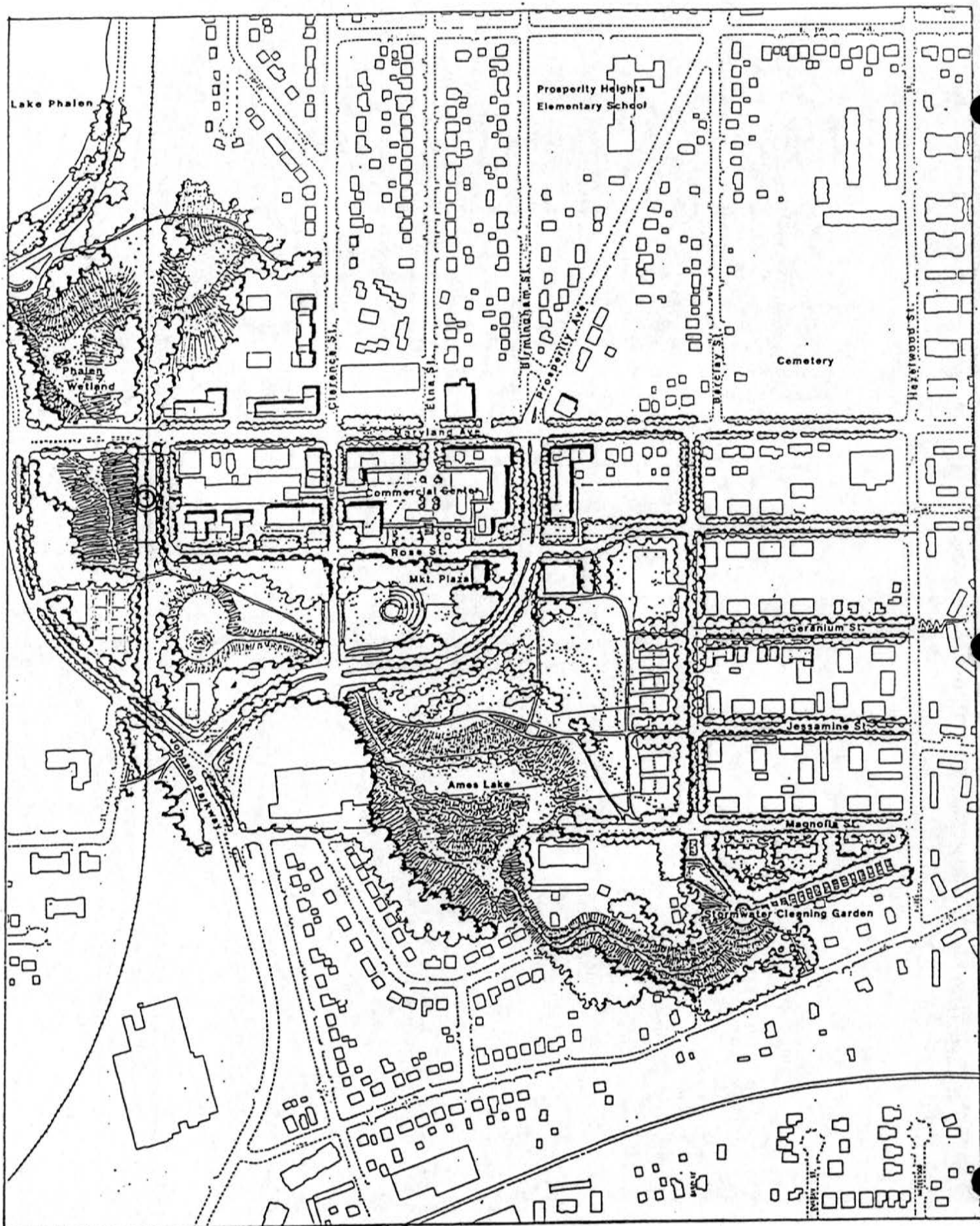
With the Walgreens, Phalen Clinic and Prosperity realignment projects planned for this construction season, and with likely redevelopment of residential and commercial property adjacent to the railroad right-of-way, we have significant opportunities to facilitate partnering and promoting co-investment to achieve mutual transit and development goals. The City and private developers can prepare the railroad corridor for development of an at-grade LRT station, reducing the cost of LRT development while saving money on their own projects, by using the existing railroad berm as a convenient source of fill for nearby projects.

There are roughly 100 sq. yards in the berm cross section that would be removed to bring the grade down to the level of Maryland, Johnson and Arlington. The Walgreens project needs about 10,000 cubic yards of fill, or about 300 feet of berm. The Phalen Clinic project needs about xx,xxx cubic yards of fill, about xxx feet of berm. The Prosperity realignment/Rose reconstruction project needs about 18,000 cubic yards of fill, about 540 feet of berm.

IV. Compatibility of berm removal with trail development

The new Phalen Creek Trail to be constructed this year on the old Burlington Northern right-of-way between Seventh Street and the south end of Phalen Park will use the existing bridge over Johnson Parkway, and cross Maryland at-grade at the traffic signal at Johnson and Maryland. When LRT is built, the trail will no longer be able to use the existing bridge over Johnson Parkway. A new trail bridge could be built, the trail could cross Johnson at a new traffic signal at a reconfigured Johnson-Prosperity intersection, and/or the trail could follow the west side of Johnson and cross Maryland at-grade at the traffic signal at Johnson and Maryland.

Development of a trail further north on the old Burlington Northern right-of-way is a long way off. If LRT and a trail were both to be built in the right-of-way with the berm in place, substantial fill and retaining walls as well as several new bridges would be required, all at very high cost. Without the berm, those costs would be avoided. Removing the abandoned railroad berm down to the level of Maryland, Johnson and Arlington would make development of a trail further north on the old Burlington Northern right-of-way much less expensive, and therefore much more likely. Liability associated with trail retaining walls and railings would be avoided. Trail crossings of Maryland and Johnson could safely and conveniently be made at traffic signals. The trail crossing of Arlington is much less of an issue because of the low traffic volume. An at-grade trail would be more accessible to the neighborhood.



Phalen Village Small Area Plan
Conceptual Plan

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

Authorized Signature

Date

Theresa Spiegel

6/2/95

Board Action Requested

Ratify report of payments for RCRRRA

January, 1995, through March, 1995

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from J. Van Houdt dated May 10, 1995

Budgeting and Accounting

County Attorney

Risk Manager

Mark Johnson 6/8/95

Jeff Marshall

Documentation certified complete for:

June 13, 1995

Board Date

Bette Kurych

Signature

6/8/95

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 January 1, 1995 through March 31, 1995, and a record of these disbursements is attached; Now, Therefore, Be It

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY	YEA	NAY	OTHER
John T. Finley	___	___	___
Susan M. Haigh	___	___	___
Hal Norgard	___	___	___
Rafael E. Ortega	___	___	___
Warren W. Schaber	___	___	___
Brenda Thomas	___	___	___
Richard Wedell	___	___	___

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary



Office of Budgeting and Accounting

James Van Houdt, Director

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

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

M E M O R A N D U M

TO: Terry Schutten, County Manager

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

SUBJECT: Ramsey County Regional Railroad Authority
Quarterly Report of Payment: January-March, 1995

DATE: May 10, 1995

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	\$ 88,458.82
59109	Northeast Corridor Maintenance	42,145.58
59110	Central Corridor AA/DEIS	<u>9,775.35</u>
Total		\$140,379.75

I am attaching a report of Detail Disbursements made from the Regional Railroad Authority budget for the period January through March, 1995 and a copy of the Budget Condition Report as of March 31, 1995.

JVH:VW:dmh/gcl
Attachments

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

RFC

FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59101	RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY							
020102	82,872.00	0.00	0.00	82,872.00	82,872.00	0.00	0.00	
020122	2,900.00	0.00	0.00	2,900.00	2,900.00	0.00	0.00	
020154	26,667.00	10,000.00	0.00	16,667.00	16,667.00	0.00	0.00	37.50
020174	26,586.00	0.00	0.00	26,586.00	26,586.00	0.00	0.00	
020176	70,000.00	0.00	0.00	70,000.00	70,000.00	0.00	0.00	
020179	20,000.00	0.00	0.00	20,000.00	20,000.00	0.00	0.00	
020185	5,000.00	643.42	0.00	4,356.58	4,356.58	0.00	0.00	12.87
020193	150,200.00	6,564.22	0.00	143,635.78	143,635.78	0.00	0.00	4.37
020194	20,000.00	0.00	0.00	20,000.00	20,000.00	0.00	0.00	
020202	5,582.00	69.64	0.00	5,512.36	5,512.36	0.00	218.00	1.25
020207	380.00	2.61	0.00	377.39	377.39	0.00	0.00	.69
020208	2,100.00	466.68	0.00	1,633.32	1,633.32	0.00	0.00	22.22
020209	200.00	0.00	0.00	200.00	200.00	0.00	0.00	
020301	1,500.00	0.00	0.00	1,500.00	1,500.00	0.00	0.00	
020305	800.00	58.93	0.00	741.07	741.07	0.00	0.00	7.37
020401	8,560.00	0.00	0.00	8,560.00	8,560.00	0.00	0.00	
020501	20,800.00	517.90	0.00	20,282.10	20,282.10	0.00	0.00	2.49
020611	800.00	731.38	0.00	68.62	68.62	0.00	0.00	91.42
020803	2,000.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	
020906	12,883.00	2,147.16	0.00	10,735.84	10,735.84	0.00	0.00	16.67
020909	900.00	1,289.58	0.00	389.58CR	389.58CR	0.00	0.00	143.29

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 *				
021101	280.00	207.00	0.00	73.00	73.00	0.00	0.00	73.93
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021134	1,000.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00	
--								
021180	218.00	218.00	0.00	0.00	0.00	218.00	0.00	100.00
--								
021192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
--								
021226	3,000.00	0.00	0.00	3,000.00	3,000.00	0.00	0.00	
--								
021401	500.00	0.00	0.00	500.00	500.00	0.00	0.00	
--								
021403	6,000.00	1,829.00	0.00	4,171.00	4,171.00	0.00	0.00	30.48
--								
021407	20,000.00	0.00	0.00	20,000.00	20,000.00	0.00	0.00	
--								
021408	3,000.00	0.00	0.00	3,000.00	3,000.00	0.00	0.00	
--								
021409	5,500.00	0.00	0.00	5,500.00	5,500.00	0.00	0.00	
--								
022213	22,820.00	15,832.84	0.00	6,987.16	6,987.16	0.00	0.00	69.38
--								
TOTL 02	523,048.00	40,578.36	0.00	482,469.64	482,469.64	218.00	218.00	7.76
030101	2,700.00	618.31	0.00	2,081.69	2,081.69	0.00	0.00	22.90
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030201	1,000.00	52.19	0.00	947.81	947.81	0.00	0.00	5.22
--								
TOTL 03	3,700.00	670.50	0.00	3,029.50	3,029.50	0.00	0.00	18.12
040303	400.00	0.00	0.00	400.00	400.00	0.00	0.00	
CURR ORG-TOT	527,148.00	41,248.86	0.00	485,899.14	485,899.14	218.00	218.00	7.82
R94 59101	RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY							
000000	79,725.24	47,209.96	0.00	32,515.28	32,515.28	0.00	0.00	59.22
ORG-TOT	606,873.24	88,458.82	0.00	518,414.42	518,414.42	218.00	218.00	14.58
59103	RCRRA - PHASE 1 PRELIMINARY ENGINEERING							
020102	75,637.68	0.00	0.00	75,637.68	75,637.68	0.00	0.00	
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RFC

FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59103	RCRRA - PHASE 1 PRELIMINARY ENGINEERING			* CONTINUED *				
020174	4,278.06	0.00	0.00	4,278.06	4,278.06	0.00	0.00	
020176	1,134.14	0.00	0.00	1,134.14	1,134.14	0.00	0.00	
020179	1,202.17	0.00	0.00	1,202.17	1,202.17	0.00	0.00	
020185	78.92	0.00	0.00	78.92	78.92	0.00	0.00	
020193	17,223.70	0.00	0.00	17,223.70	17,223.70	0.00	0.00	
020194	1,051.68	0.00	0.00	1,051.68	1,051.68	0.00	0.00	
020202	10.98	0.00	0.00	10.98	10.98	0.00	0.00	
020305	49.05	0.00	0.00	49.05	49.05	0.00	0.00	
020401	179.90	0.00	0.00	179.90	179.90	0.00	0.00	
020501	12.11	0.00	0.00	12.11	12.11	0.00	0.00	
021192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
021226	100.00	0.00	0.00	100.00	100.00	0.00	0.00	
021407	0.36	0.00	0.00	0.36	0.36	0.00	0.00	
021408	0.27	0.00	0.00	0.27	0.27	0.00	0.00	
TOTL 02	100,959.02	0.00	0.00	100,959.02	100,959.02	0.00	0.00	
ORG-TOT	100,959.02	0.00	0.00	100,959.02	100,959.02	0.00	0.00	
59105	PHASE II PE-MIDWAY CORRIDOR							
020102	626,936.61	0.00	0.00	626,936.61	626,936.61	0.00	0.00	
020174	46,640.56	0.00	0.00	46,640.56	46,640.56	0.00	0.00	
020176	2,728.59	0.00	0.00	2,728.59	2,728.59	0.00	0.00	
020179	9,806.30	0.00	0.00	9,806.30	9,806.30	0.00	0.00	

RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59105	PHASE II PE-MIDWAY CORRIDOR			* CONTINUED *				
020185	494.91	0.00	0.00	494.91	494.91	0.00	0.00	
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020193	122,796.15	0.00	0.00	122,796.15	122,796.15	0.00	0.00	
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020202	3,412.81	0.00	0.00	3,412.81	3,412.81	0.00	0.00	
--								
020401	3,976.60	0.00	0.00	3,976.60	3,976.60	0.00	0.00	
--								
020501	9,832.06	0.00	0.00	9,832.06	9,832.06	0.00	0.00	
--								
021192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
--								
021226	1,000.00	0.00	0.00	1,000.00	1,000.00	0.00	0.00	
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021407	10,906.20	0.00	0.00	10,906.20	10,906.20	0.00	0.00	
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021408	915.80	0.00	0.00	915.80	915.80	0.00	0.00	
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TOTL 02	839,446.59	0.00	0.00	839,446.59	839,446.59	0.00	0.00	
ORG-TOT	839,446.59	0.00	0.00	839,446.59	839,446.59	0.00	0.00	
59106	RIGHT-OF-WAY ACQUISITION							
020174	151.61	0.00	0.00	151.61	151.61	0.00	0.00	
--								
020176	1,344.24	0.00	0.00	1,344.24	1,344.24	0.00	0.00	
--								
020179	163.92	0.00	0.00	163.92	163.92	0.00	0.00	
--								
020185	329.96	0.00	0.00	329.96	329.96	0.00	0.00	
--								
020192	95.63	0.00	0.00	95.63	95.63	0.00	0.00	
--								
020193	3,608.31	0.00	0.00	3,608.31	3,608.31	0.00	0.00	
--								
020202	96.05	0.00	0.00	96.05	96.05	0.00	0.00	
--								
021192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
--								
TOTL 02	5,789.72	0.00	0.00	5,789.72	5,789.72	0.00	0.00	
ORG-TOT	5,789.72	0.00	0.00	5,789.72	5,789.72	0.00	0.00	

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RFC

FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59108	SOUTH CORRIDOR STUDY							
020102	1,416.40	0.00	0.00	1,416.40	1,416.40	0.00	0.00	
--								
020174	0.55	0.00	0.00	0.55	0.55	0.00	0.00	
--								
020176	66.45	0.00	0.00	66.45	66.45	0.00	0.00	
--								
020179	197.97	0.00	0.00	197.97	197.97	0.00	0.00	
--								
020185	114.58	0.00	0.00	114.58	114.58	0.00	0.00	
--								
020193	263.24	0.00	0.00	263.24	263.24	0.00	0.00	
--								
020202	5.43	0.00	0.00	5.43	5.43	0.00	0.00	
--								
020305	25.00	0.00	0.00	25.00	25.00	0.00	0.00	
--								
020401	8.57	0.00	0.00	8.57	8.57	0.00	0.00	
--								
020501	81.88	0.00	0.00	81.88	81.88	0.00	0.00	
--								
021192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
--								
021226	100.00	0.00	0.00	100.00	100.00	0.00	0.00	
--								
021408	100.00	0.00	0.00	100.00	100.00	0.00	0.00	
--								
TOTL 02	2,380.07	0.00	0.00	2,380.07	2,380.07	0.00	0.00	
ORG-TOT	2,380.07	0.00	0.00	2,380.07	2,380.07	0.00	0.00	
59109	RCRRA - NORTHEAST CORRIDOR MAINTENANCE							
020179	400.00	0.00	0.00	400.00	400.00	0.00	0.00	
020185	500.00	0.00	0.00	500.00	500.00	0.00	0.00	
020193	68,890.25	6,997.31	0.00	61,892.94	61,892.94	0.00	109.75	10.16
020618	200.00	0.00	0.00	200.00	200.00	0.00	0.00	
020802	20,000.00	0.00	0.00	20,000.00	20,000.00	0.00	0.00	

PCT OF YEAR ELAPSED = 24.66

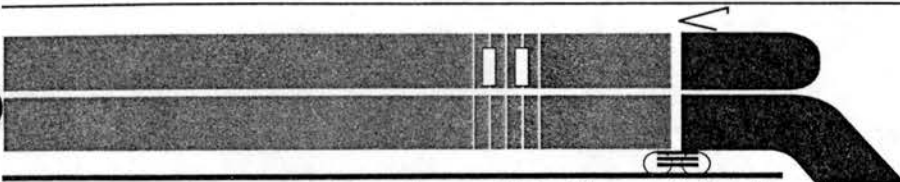
RFC
FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTP
59109	RCRRA - NORTHEAST CORRIDOR MAINTENANCE			* CONTINUED *				
020804	36,000.00	0.00	0.00	36,000.00	36,000.00	0.00	0.00	
021131	17,000.00	0.00	0.00	17,000.00	17,000.00	0.00	0.00	
021144	93.65	93.65	0.00	0.00	0.00	93.65	0.00	100.00
021185	16.10	0.00	0.00	16.10	16.10	16.10	0.00	
021192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
CURR ORG-TOT	143,100.00	7,090.96	0.00	136,009.04	136,009.04	109.75	109.75	4.96
R94 59109	RCRRA - NORTHEAST CORRIDOR MAINTENANCE							
000000	113,572.95	35,054.62	8,500.00	78,518.33	70,018.33	0.00	0.00	30.87
ORG-TOT	256,672.95	42,145.58	8,500.00	214,527.37	206,027.37	109.75	109.75	16.42
59110	CENTRAL CORRIDOR AA/DEIS							
020193	25,000.00	7,495.18	0.00	17,504.82	17,504.82	0.00	0.00	29.98
020305	150.00	0.00	0.00	150.00	150.00	0.00	0.00	
021192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
021407	2,000.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	
TOTL 02	27,150.00	7,495.18	0.00	19,654.82	19,654.82	0.00	0.00	27.61
CURR ORG-TOT	27,150.00	7,495.18	0.00	19,654.82	19,654.82	0.00	0.00	27.61
R94 59110	CENTRAL CORRIDOR AA/DEIS							
000000	27,700.00	2,280.17	0.00	25,419.83	25,419.83	27,700.00	0.00	8.23
ORG-TOT	54,850.00	9,775.35	0.00	45,074.65	45,074.65	27,700.00	0.00	17.82
59111	CENTRAL CORRIDOR PRELIMINARY ENGINEERING							
020193	130,000.00	0.00	0.00	130,000.00	130,000.00	0.00	0.00	

RFC

FUND NO. 591 RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

APPROPRIATION NO.	ADJ. CURRENT APPROPRIATION	AMOUNT EXPENDED	UNPAID ENCUMBRANCES	BALANCE UNEXPENDED	BALANCE UNENCUMBERED	TRANSFER IN (TO)	TRANSFER OUT (FROM)	PCT EXPD YTD
59111	CENTRAL CORRIDOR PRELIMINARY ENGINEERING			* CONTINUED *				
020194	10,000.00	0.00	0.00	10,000.00	10,000.00	0.00	0.00	
020305	100.00	0.00	0.00	100.00	100.00	0.00	0.00	
021192	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
021407	2,000.00	0.00	0.00	2,000.00	2,000.00	0.00	0.00	
ORG-TOT	142,100.00	0.00	0.00	142,100.00	142,100.00	0.00	0.00	
ACT-TOT	2,009,071.59	140,379.75	8,500.00	1,868,691.84	1,860,191.84	28,027.75	327.75	6.99
5 FC	2,009,071.59	140,379.75	8,500.00	1,868,691.84	1,860,191.84	28,027.75	327.75	6.99
FUND CURR TOT	1,788,073.40	55,835.00	0.00	1,732,238.40	1,732,238.40	327.75	327.75	3.12
FUND R94 TOT	220,998.19	84,544.75	8,500.00	136,453.44	127,953.44	27,700.00	0.00	38.26
FUND TOTAL	2,009,071.59	140,379.75	8,500.00	1,868,691.84	1,860,191.84	28,027.75	327.75	6.99



Ramsey County Regional Railroad Authority

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

John T. Finley, Chairman
District 3

Dick Wedell, Vice Chairman
District 1

Warren W. Schaber, Secretary
District 6

Susan M. Haigh, Treasurer
District 4

Hal Norgard
District 7

Rafael E. Ortega
District 5

Brenda C. Thomas
District 2

AGENDA

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

TUESDAY, JULY 25, 1995

10:30 AM - COUNCIL CHAMBERS - 3rd FLOOR COURTHOUSE

CHAIRMAN'S COMMENTS

1. * Minutes of the Ramsey County Regional Railroad Authority Board Meeting of June 13, 1995
 2. Metro area transit update
 3. * Approve easement to City of St. Paul for construction of trail on Northeast Corridor right of way and authorize the Chair of the Railroad Authority to execute the easement agreement
 4. * Approve permit to Mary E. Ericksen, 1463 McAfee Street, and authorize the Chair of the Railroad Authority to execute the permit
- * Action is requested

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Minutes

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
BOARD MEETING

June 13, 1995

The Ramsey County Regional Railroad Authority met on Tuesday, June 13, 1995, at 10:30 a.m., in Council Chambers.

MEMBERS PRESENT: Chairman John T. Finley
Commissioner Susan M. Haigh
Commissioner Hal Norgard
Commissioner Rafael E. Ortega
Commissioner Brenda Thomas
Commissioner Warren Schaber
Commissioner Dick Wedell

OTHERS PRESENT: Jerry Seck, Allan Torstenson, Mike Klassen, Karen Swenson, Paul Gilliland, Jim Tolaas, Lisa Lee, Kris Wendorff, Terry Schutten, Karen Tero, Jim Van Houdt, Toni Baker, Lisa Lee, Kathryn DeSpiegelaere, Dave Sipila, Jill Goski, and Committee Coordinator Bette Kurysh.

Chairman Finley called the meeting to order at 10:33 a.m.

1. Minutes of the Ramsey County Regional Railroad Authority Board Meeting of May 9, 1995.

Commissioner Warren Schaber moved the following recommendation, seconded by Commissioner Susan Haigh.

The Ramsey County Regional Railroad Authority approves the minutes of the Board Meeting of May 9, 1995, as written.

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

2. Legislative update.

Ms. Kathryn DeSpiegelaere said that a transit operating bill passed, which provides \$83 million for the biennium for transit operations in the metro area. That's \$10 million less than what was requested by the Metropolitan Council and \$15 million more than the current budget. A portion of the bill relating to testing of an electric vehicle that's being developed in St. Cloud was vetoed by the Governor.

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
June 13, 1995

The Homestead and Agricultural Credit for special taxing districts was reduced for 1996. That's a decrease of \$5,000 for the Ramsey County Regional Railroad Authority.

There was no specific legislation for light rail transit; however, funding was set aside in previous sessions for continuation of preliminary engineering work and final design.

Mr. Jerry Seck said that it was not a good year for transportation. There was a late push during the final week of legislation for something significant to happen, but nothing materialized.

Mr. Seck mentioned that he attended a meeting with Senator Kiscaden, Rochester, and Senator Morse, Winona, who are interested in high speed rail and would like to be part of the proposed high speed rail line that would extend from Chicago to the Twin Cities. They indicated that they would like to meet with metropolitan and rural officials to discuss metro rail and road issues. Mr. Seck indicated he also had discussions with Underground Space, who have an interest in working out linkages and new relationships with environmental groups.

Chairman Finley indicated that money has already been appropriated for the study of high speed rail between the Twin Cities metro area and Chicago. This would also benefit southern Minnesota and western Wisconsin.

3. a) Approve permit to John and Ann McKinney for retaining wall, bituminous surfacing, and other material on Northeast Corridor right of way, and b) Authorize the Chairman of RCRRA to sign the permit.

Commissioner Warren Schaber said that many permits will be for commercial and residential establishments, and he wanted to know the rationale behind the \$100 annual permit fee.

Mr. David Sipila indicated that the Management Plan for the Northeast Corridor Right of Way specifies that all executed land agreements would be based upon a fair market rent. The fair market rent for this particular permittee is \$100.

Commissioner Schaber expressed his concern regarding the fees set for commercial establishments and the fact that it may be cost prohibitive.

Mr. Sipila said that any lease agreements would be on the basis of a fair market rent for commercial establishments also.

Commissioner Schaber said he was concerned that certain establishments may go out of business if this procedure is followed.

Chairman Finley informed Mr. Sipila that it is not the intent of the Rail Authority to make money on this venture by injuring business. Commissioner Schaber's concerns are to be heeded and the Rail Authority will not impede economic development in that area.

Commissioner Susan Haigh moved the following recommendation, seconded by Commissioner Rafael Ortega.

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

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

WHEREAS, At the time of acquisition, several areas of the Northeast Corridor right of way were subject to unauthorized encroachment by neighboring property owners; and

WHEREAS, One of the pre-existing encroachments is a railroad tie retaining wall, bituminous surfacing, and personal property adjacent to the residence at 1298 Arlington Avenue East in St. Paul; and

WHEREAS, The encroaching parties, John and Ann McKinney, have requested a permit for their continued use of this portion of the RCRRA property; and

WHEREAS, This section of the Northeast Corridor is not needed for public use at this time; and

WHEREAS, The granting of a permit for the continued use of this property will not affect the future development potential of the corridor for light rail transit or trail use; and

WHEREAS, The consideration for this permit will be \$100 annually, and the permit may be canceled upon 30 days written notice by RCRRA; Now, Therefore, Be It

RESOLVED, That the proposed permit, a copy of which is attached hereto, is hereby approved; and Be It Further

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

Ayes - 7, Nays - 0
Motion adopted (R95-04)

4. a) Approve contract with Benshoof Construction Co. for the repair of the Preble Street retaining wall in the amount of \$37,391; b) Authorize the Chairman to sign the contract on behalf of RCRRA; c) Approve the agreement with Kristin Dawkins relating to the fence to be installed atop the retaining wall and adjacent to Ms. Dawkins' property at 678 Preble St.; and d) Authorize the Chairman to sign the agreement on behalf of RCRRA.

Mr. Sipila gave a brief slide presentation showing the present retaining wall in the Swede Hollow area of the right of way. The retaining wall was built by the railroads in the late 1800's. It was built to support the slope in this area. The wall is in need of repair, particularly, a wing wall on the right side of the right of way. There are erosion problems: the bottom of the wall is washing away, the interior fill of the wall is migrating outward, and the front of the wall is in need of stabilization.

Ramsey County Public Works has prepared specifications for the repair of this wall and the Ramsey County Joint Purchasing office has solicited bids for repair performance. The low bidder is Benshoof Construction of White Bear Lake in the amount of \$37,391. A contract has been prepared with Benshoof.

The second part of this agenda item relates to a fencing agreement. There is an approximate drop of 20 feet from the top of the wall. The repair plans have called for a standard chain link fence to be installed at the top of the wall. The adjoining property owner, Kristin Dawkins, has requested to upgrade the type of fencing to be installed with the additional cost at her expense. An agreement has been reached with Ms. Dawkins whereby she agrees to fund any additional cost to upgrade the fence and also clarifies the ownership and future maintenance responsibility of the fence.

Commissioner Warren Schaber moved the following recommendation, seconded by Commissioner Brenda Thomas.

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

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

WHEREAS, In the late 1800's, a retaining wall was built on the right of way at the approximate intersection of Preble Street in St. Paul, which wall provides support for adjoining residential properties and protects the rail corridor itself; and

WHEREAS, The wall is in need of repair; and

WHEREAS, Ramsey County Regional Railroad Authority has solicited bids from qualified contractors to perform the required repairs to the wall; and

WHEREAS, The lowest responsible bidder is Benshoof Construction Co., in the amount of \$37,391; and

WHEREAS, The adjoining residential property owner, Kristin Dawkins, has requested the opportunity to upgrade the type of fencing to be installed at the top of the wall during the repair project; and

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WHEREAS, An agreement has been reached with Ms. Dawkins regarding the cost, ownership, and maintenance responsibility for the fence; Now, Therefore, Be It

RESOLVED, That the proposed contract with Benshoof Construction Co. for the repair of the wall is hereby approved; and Be It Further

RESOLVED, That the Chairman of the Ramsey County Regional Railroad Authority is authorized to sign the contract on behalf of Ramsey County Regional Railroad Authority; and Be It Further

RESOLVED, That the proposed agreement with Kristin Dawkins pertaining to the fence to be installed at the top of the wall is hereby approved; and Be It Further

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

Ayes - 7, Nays - 0
Motion adopted. (R95-05)

5. Update on request from the City of St. Paul Public Works Department to change the grade and remove soil from a portion of the Northeast Corridor right of way.

Ms. DeSpiegelaere informed the Rail Authority that on April 25, the Rail Authority considered a request from Stacy Becker, City of St. Paul Director of Public Works, that soil be removed from a portion of the Northeast Corridor right of way and thereby change the grade of Rail Authority property. This area is located east and South of Lake Phalen between Johnson Parkway on the south crossing Maryland and ending at Arlington. This area is one of two potential locations where light rail transit may operate and is the location of the trail proposed by St. Paul and Ramsey County.

At the April 25 meeting, staff recommended that if 13 issues could be addressed satisfactorily, and documented, that the removal could proceed. Additional issues were also raised by Commissioners to be addressed before any agreement would be developed. Those issues include: 1) the relationship of the Phalen Initiative to the Small Area Plan; 2) approval of the small area plan; 3) coordination with the Phalen chain of lakes watershed plan; 4) timing of other improvements east of the berm; 5) impact of removing the berm on adjacent property owners; 6) access to businesses; 7) acquisition of businesses; 8) cost benefit of the Phalen Initiative and the Phalen Small Area Plan proposals.

Relating to LRT use the Board specifically asked for information on: 1) the implications of LRT using federal funding for wetland restoration; 2) soil conditions; 3) operation of LRT at grade; and 4) a transit hub at Maryland.

Chairman Finley indicated that no written information has been received yet from City staff, but Mr. Allan Torstenson, St. Paul PED, and Karen Swenson, District 2 - North East Neighborhood Development Corp., are here today to verbally address those issues.

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Mr. Torstenson indicated that since the last meeting, City of St. Paul staff has provided Rail Authority staff with written background material regarding the impact of 4(f) and 6(f) issues and additional information on soil conditions. These issues will not be addressed today because the background material requires more staff analysis before bringing to the Rail Authority Board. What will be addressed and clarified today will be some of the issues which were raised at the April 25 meeting.

Mr. Torstenson today provided Ms. DeSpiegelaere with a written outline of the issues that will be addressed at this meeting.

Chairman Finley asked if the City Council has yet approved the Small Area Plan.

Mr. Torstenson said the street realignment project has been approved. The wetland proposal has been approved by the Council before submitting an application for State funding. The Small Area Plan approval is still in process.

Ms. Swenson encouraged the Board to endorse the concept of berm removal and to move ahead with the specific proposal of St. Paul Public Works, which is removing a portion of the berm in the very near future.

Ms. Swenson said she will address three issues: 1) background of the concepts that underlie these issues; 2) area to be removed; and 3) specific items addressed at the April 25 meeting.

There are two concepts that are very integral to the berm removal proposal. One of the central concepts behind the proposal to move the commercial area and restore Lake Ames is to emphasize the connections between Phalen Village Area and Phalen Park and to use the restoration of the wetland as a signature amenity for the area around which development can be done. The commercial and residential development around it can benefit from the ties to the natural area and show how re-development and urban areas can preserve and enhance the natural resources which exist in the area.

The second concept has to do with transit. A study was conducted in conjunction with the University of Minnesota - the College of Architectural and Landscape Architecture. A study was already in process by Professor Harrison Fraker for the Metropolitan Council regarding the linkage of transit with mixed use development. Professor Fraker selected the Phalen Village as the study site area. This enforced the recommendations in the plan.

Ms. Swenson indicated that the plan is more transit friendly and transit-oriented than other re-development plans. Light rail transit was specifically viewed as long term and compatible. The plan also recommends that the Phalen Corridor should be constructed as an intermodal transportation system.

Ms. Swenson said that the area of soil she is encouraging the Board to remove is located between Maryland and Ivy. Ms. Swenson suggested that the fill could be used for the realignment of Prosperity and that the grade should be sloped at 5 per cent upward until it gets to Ivy. The berm removal would enhance current and future projects.

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Ms. Swenson said that it has been suggested that the berm south of Maryland be removed as well, but the need is not as immediate.

Ms. Swenson said another reason for the partial berm removal is public perception. Property values are dropping in that area, the commercial area has been declining, and there has been a loss of confidence in the area. Positive action is needed on the part of the Rail Authority to take down that portion of the berm between Maryland and Ivy. That would send a strong message to residences and businesses that the area will stabilize and be redeveloped.

Ms. Swenson spoke about the City's support for the plan even though the City Council has not adopted the plan.

Chairman Finley introduced Mr. Jim Tolaas, Civil Engineer for Ramsey County Public Works, to discuss the soil issues.

Mr. Tolaas said that he was in receipt of two reports from the City of St. Paul: 1) A report on the construction of the outlet for Lake Phalen; and 2) A report on the Prosperity/Ivy area storm sewer and sanitary sewer utility work.

Neither report gives any detail as to what will be done or what is existing in the actual rail embankment area. It does confirm the presence of swamp and peat soil material in that general vicinity, which is consistent with what has been historically known about the south and east end of Lake Phalen. Many of the natural marsh areas along with the Phalen Creek was overfill for many years. It's very likely that rather than excavate swamp materials in the area of the rail embankment, the railroad simply filled and created a stable base upon which to run their trains. It was common practice for rail operations not to excavate but rather to compress soils and keep filling until the desired level of density was reached.

Some of the information in the reports does indicate that those materials are unstable. It's fairly compressible. The presence of water level in that area is of some concern. If the material were unloaded at this point, it's uncertain as to how stable it would remain afterwards. Similarly, if excavation and restoration of natural marsh areas occurred in close proximity to the rail bed area, there could also be additional instability. It's not a precise science and when dealing with wet organic soils, very often the control is lost in the design process. There could be significant cost overruns while attempting to achieve the desired stability.

If all the material were removed that the rail was placed upon, the base would be very unstable and work would need to be done before an LRT system could ever be constructed on it. The cost implication needs to be considered.

Chairman Finley asked if the area would be safe for the walk and bike pathway. Would there be additional cost to stabilize the soil?

Mr. Tolaas said it's a possibility. Soil borings would be needed to see at what depth the organic soils would be encountered. There is an outside chance that the Burlington Northern may have removed organic material before placing the more stable granular base, but that is unknown without doing soil borings.

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Commissioner Wedell asked about the value of the berm in terms of fill material.

Mr. Tolaas said it's probably worth \$2-\$4/yard, depending upon the quality of the material and market conditions. There's a real value to this material.

Commissioner Schaber said that significant engineering should be done in that area to see if it makes sense to be doing this. How will moving the commercial area and opening up wetland areas impact the water table and soil?

Mr. Tolaas said the water table would not be altered, but in terms of land stability, it's not suitable for structural support. If structures, utilities, and other public works improvements are to be built, the material needs to be stabilized. A natural marsh adjacent to that area needs to be looked at from an engineering perspective.

Commissioner Norgard said that a bridge will have to be built for the trail over Maryland and that would be easy if the berms are intact, but if they are removed, the bridge would be considerably longer and costlier.

Ms. Swenson said that the City Council appropriated \$1.6 million for this project - \$600,000 for the realignment of Prosperity. The remainder to be used for multi-family redevelopment in the area. The City Council adopted a resolution approving the Phalen chain of lakes watershed projects, which specifically includes restoration of Lake Ames as a field site.

Ms. Swenson said there are some concerns from the business community that road realignment will have a negative impact upon business due to lack of accessibility. If the berm is removed north of Maryland, there should be no disruption to the businesses. The Phalen Village Business Association has repeatedly said, "Take the berm down."

Commissioner Wedell said that Williams Hill should be looked at for fill for the Prosperity realignment. How will this construction project impact businesses in the area? When will excavation for the wetlands occur?

Ms. Swenson said that they will have to work with the businesses regarding alternate routes during the realignment of Prosperity.

Commissioner Wedell expressed concerns that whenever there is road construction or sewer separation, problems develop. Any Public Works project should be done once to minimize the negative impact on businesses and residences.

Ms. Swenson said that the realignment of Prosperity does not compare to sewer separation and the types of problems encountered during sewer separation will not happen in this case.

Mike Klassen, City of St. Paul Public Works Department, said he is very aware of what construction does to neighborhoods. The construction that's being planned for this summer is in response to development and one of the main goals is to improve access to the area and to reduce accidents. It is the intention of the St. Paul Public Works Department to contain any disruption in the Johnson Parkway/Prosperity area during the construction periods. Mike Klassen said that business and residential access is viewed as all-important.

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Mr. Klassen said that he is hearing the message that the community wants the berm removed and wants a connection of the Phalen Village and Phalen community with Lake Phalen. It was the intention of the St. Paul Public Works to help move the process. It was not St. Paul Public Works' intention to cause the Rail Authority any difficulties or problems - just an opportunity to obtain fill for the realignment project. It seems the major question before the Board is, "Do you or do you not want a grade separated LRT connection in the future?" From a traffic engineering perspective, grade separated is the preferred choice because you don't want to mix trains and cars. In looking at the interaction between the bus and rail and pedestrian getting to the rail, if the rail were at grade, it would be a better relationship to the business community. It would also be less expensive. St. Paul Public Works then felt that in helping the business community and by improving access to rail, an at-grade crossing would be acceptable.

Mr. Klassen further commented that it is his understanding that there is an alternate design for the bike path. One alternate is if the berm still exists, it would be bridged; the second alternate design is if it were ramped downward, the path would go to the Johnson and Maryland intersection and then follow it back to the path above it at Ivy.

Mr. Allan Torstenson said there are some details that need work before the Board can make a decision.

Commissioner Schaber requested that any material or information received by the City regarding this issue or any issue be presented to the Commissioners four or five days in advance for review.

Chairman Finley said that is the typical practice for Ramsey County and that before this item comes back to the Board for a vote, the Rail Authority Commissioners should have all written documentation addressing all the issues for proper review.

Ms. DeSpiegelaere asked Chairman Finley if he is conditioning the consideration of this upon the City's approval of the Phalen Village Small Area Plan. Do you want this brought back before the City's approval for Board action?

Chairman Finley said it should go through the City Council process first.

Commissioner Wedell said it would be premature for the Rail Authority to approve something the City hasn't. It would give a false impression that everything is in place.

Commissioner Schaber said that at the April 25 meeting several questions have been raised which were not touched upon at this meeting. One of the issues that needs addressing is the fact that the Rail Authority acquired the land with Rail Bank dollars - can the Rail Authority acknowledge the City's request? There are many issues that need to be specifically addressed - the issues raised at the last meeting plus the new information given by Jim Tolaas so that a rational, sound decision can be made.

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6. Ratify quarterly report of payments for RCRRA January 1, 1995, through March 31, 1995.

Commissioner Thomas requested that the quarterly report be more descriptive and contain narrative headings.

Commissioner Brenda Thomas moved the following recommendation, seconded by Commissioner Rafael Ortega

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period January 1, 1995 through March 31, 1995, 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.

Ayes - 7, Nays - 0
Motion adopted. (R95-06)

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY  Authorized Signature 7/17/95 Date
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Board Action Requested

Metro area transit update

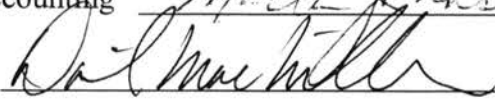
DISCUSSION ONLY

Request Justification

See attached memorandum from K. DeSpiegelaere.

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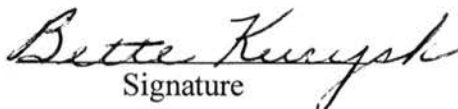
Budgeting and Accounting  7/17/95

County Attorney 

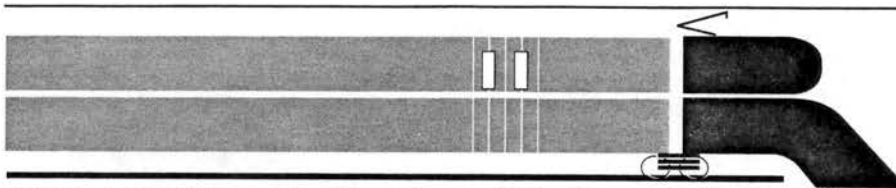
Risk Manager _____

Documentation certified complete for:

July 25, 1994
Board Date


Signature

7/19/95
Date



Ramsey County Regional Railroad Authority

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

Memorandum

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

From: Kathryn DeSpiegelaere *KD*

Subject: Transit Funding

Date: July 12, 1995

At the July 25 Regional Railroad Authority meeting, Tom Sather, General Manager of the Metropolitan Council Transit Operations, will be present to speak and answer your questions about transit funding and its impact on Ramsey County.

On the federal level, the House Appropriations Subcommittee markup reduced federal operating funds for transit for fiscal year (FY) 1996. The FY 1995 level of funding was \$710 million. The FY 1996 proposal is \$400 million, a decrease of 43.7%. New starts (the Central Corridor LRT project would be in this category) and extensions are proposed at \$666 million, an increase of \$19.3 million (3%) from the FY 1995 level of funding. The Senate and conference committee work remains to be done. The Twin Cities metro area currently receives about \$7 million in federal funds for operating transit annually.

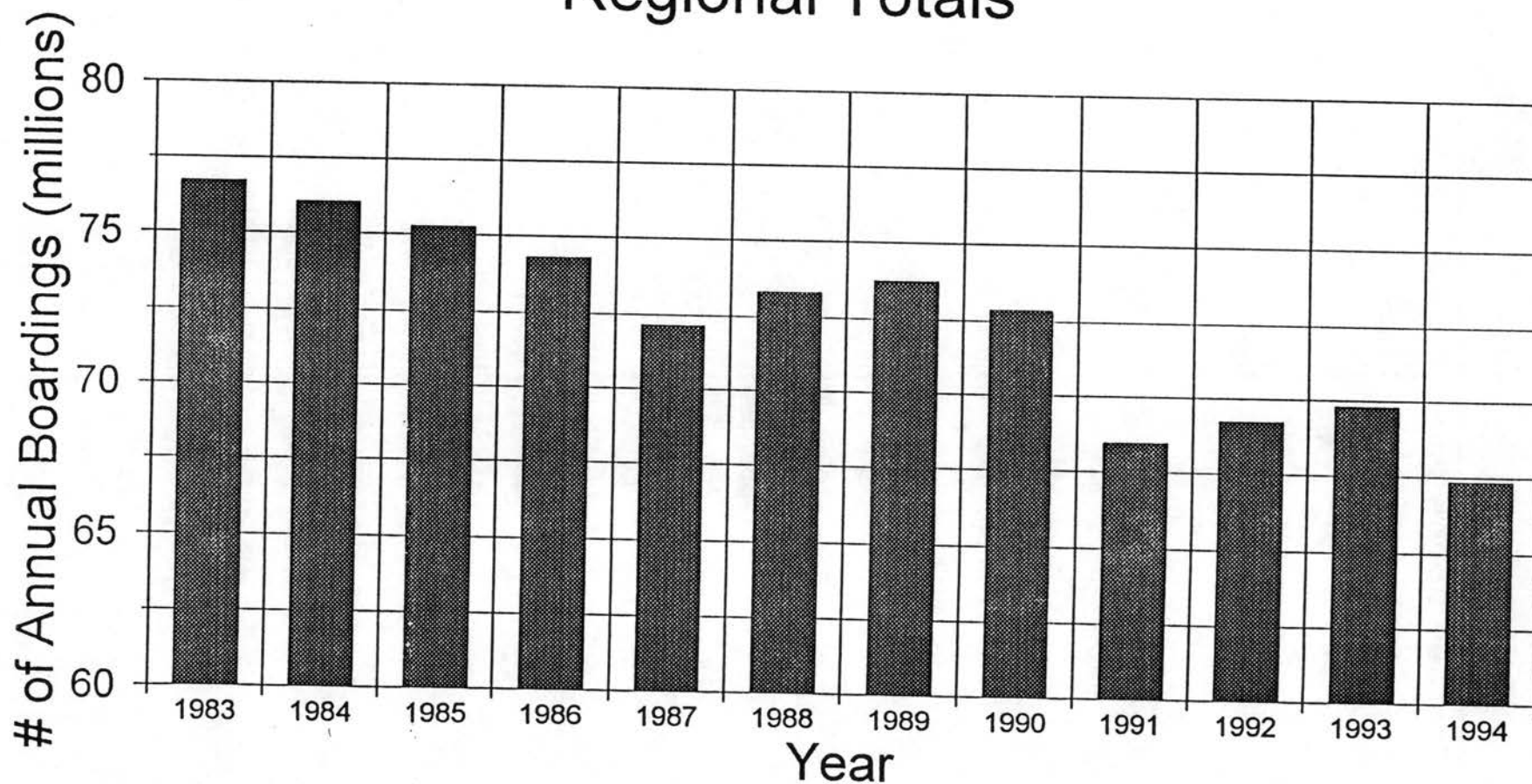
The House Appropriations Subcommittee increased funding for the federal highway programs for FY 1996 2.3% to \$20.3 billion. Overall federal transit funding was cut 13.4% to \$3.996 billion.

Forty three percent of the metro area transit funding is supplied by property taxes. Fares account for 28%. The request by the Metropolitan Council from the State for transit funds was not completely met in the 1995 legislative session. Service cuts and fare increases are being discussed. The downward spiral of fare increases, service cuts and resulting decreasing ridership continues (see ridership trend chart attached).

The effects of decreased transit service ripple through areas of economic development, land use, human services, education, congestion, and many other aspects of our community.

RIDERSHIP TRENDS 1983-1994

Regional Totals



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

7/12/95
Date

Board Action Requested

A) Approve the easement to the City of Saint Paul for the construction, operation, and maintenance of a trail over the RCRRA NE corridor between Kellogg Boulevard and Larpenteur Avenue in St. Paul;

B) Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the easement on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

See attached: 1) Proposed resolution
2) Memorandum from K. DeSpiegelaere with attachment.

Budgeting and Accounting [Signature] 7/17/95

County Attorney [Signature] 7/15/95

Risk Manager _____

Documentation certified complete for:

July 25, 1995

Board Date

Bette Kurysh
Signature

7/19/95

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

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

WHEREAS, On August 24, 1993, Ramsey County Regional Railroad Authority, the County of Ramsey, and the City of St. Paul entered into a Joint Powers Agreement to provide for the planning, development, and operation of the Northeast Corridor trail and future light rail transit use; and

WHEREAS, The Joint Powers Agreement provides that Ramsey County Regional Railroad Authority shall grant to the City and County easements for the construction, operation, and maintenance of a trail over the corridor; and

WHEREAS, An easement agreement has been reached between Ramsey County Regional Railroad Authority and the City of Saint Paul pertaining to the portion of the Northeast Corridor located within the City limits; Now, Therefore, Be It

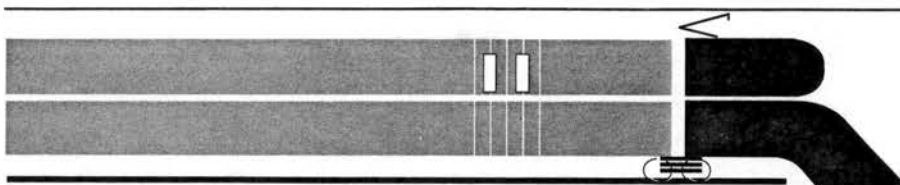
RESOLVED, That the easement to the City of Saint Paul is hereby approved; and Be It Further

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

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary

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Ramsey County Regional Railroad Authority

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

MEMORANDUM

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

FROM: Kathryn DeSpiegelaere, Director of LRT Planning *Z/D*

SUBJECT: Easement for BN Regional Trail
City of Saint Paul

DATE: June 29, 1995

The Northeast Corridor right of way, extending from Kellogg Boulevard in St. Paul to Beam Avenue in Maplewood, was acquired by RCRRA from Burlington Northern (BN) on December 27, 1992. It was acquired to preserve the property as an option for a future light rail transit line.

On August 24, 1993, RCRRA entered into a Joint Powers Agreement with the City of St. Paul and Ramsey County to provide for the planning and development of the Northeast Corridor for joint light rail transit and recreational trail use. The Joint Powers Agreement provides that, upon acquisition of the corridor, RCRRA shall grant to the City and County easements for the construction, operation, and maintenance of a trail over the corridor.

An easement agreement has been negotiated between staff of RCRRA and the City of St. Paul which will provide for the development of recreational trails on the portion of the corridor within the City limits. This easement has been approved by Mn/DOT, as mortgagee. The City of Saint Paul has also approved the easement, and a copy of the resolution of the City Council is attached.

Plans for the City's trail were approved by the RCRRA board on July 12, 1994. Construction of the City's trail is scheduled to begin in mid-July, and the trail is planned to be operational by September 15, 1995. The City assumes all maintenance responsibility for the property upon the commencement of construction.

Recommendation:

Approve the easement to the City of Saint Paul for the construction, operation, and maintenance of a trail over the Northeast Corridor between Kellogg Boulevard and Larpenteur Avenue in St. Paul; and

Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the easement on behalf of the Authority.

KD/blk
Attachments

EASEMENT

THIS EASEMENT, made this _____ day of _____, 1995, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and the City of Saint Paul, a Minnesota municipal corporation, party of the second part (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, on December 27, 1992, Burlington Northern Railroad Company transferred to RCRRA all of its right, title, and interest in and to the real property described on Exhibit A attached hereto, incorporated by reference and hereby made a part of this instrument (hereinafter the "corridor"), as evidenced by Quit Claim deed on file and of record in the office of the Ramsey County Recorder as document number 2693267; and

WHEREAS, on August 24, 1993, RCRRA, the City, and the County of Ramsey entered into a Joint Powers Agreement defining the roles and responsibilities of the parties in the planning, development, and operation of the corridor for trail and potential future light rail transit use, a copy of which is attached hereto as Exhibit B (hereinafter the "Joint Powers Agreement"); and

WHEREAS, the Joint Powers Agreement provides that, upon acquisition of the corridor, RCRRA shall grant to the City an easement for the construction, operation, and maintenance of a trail over the corridor,

NOW THEREFORE, for and in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, along with the promises and covenants herein contained, RCRRA does hereby grant and convey unto the City an easement for the construction, operation, and maintenance of a trail or trails upon the property described on Exhibit A attached hereto,

SUBJECT to the following express conditions:

1. The City hereby agrees to defend and does hereby indemnify and hold harmless RCRRA from and against any and all claims, proceedings, causes of action, lawsuits, losses, damages, whether direct, indirect, or otherwise, costs and expenses, including attorney's fees related to or arising out of the City's use of the corridor pursuant to this easement.

The City acknowledges that it does not carry commercial liability insurance for bodily injury, personal injury, property damage or workers' compensation but has in effect, a program of self-insurance. It is further acknowledged that the City's liabilities are limited by the provisions of MN Statute, Chapter 466. There is no waiver of the City of any of the protections set forth therein.

2. The City shall not transfer, assign, sell, lease, license, or otherwise

convey its interest in this easement to any other party without the prior written consent of RCRRA, its successors or assigns. The granting or withholding of such consent is solely within the discretion of RCRRA and may be subject to any additional conditions that RCRRA feels appropriate.

3. The City shall be responsible for paying any taxes, special assessments, or other charges levied by the City on the property described on Exhibit A during the time that the easement area described herein is being used by the City for trail purposes. In the event taxes, fees, special assessments or other charges are made or levied against the corridor by an entity other than the City, the parties hereto shall each pay one half (1/2) of any such tax, fee, special assessment or other charge; provided, however, that if the City is delinquent in the payment of its share of such tax, fee, special assessment or other charge, and as a result of such delinquency a penalty is assessed or interest accrues, the City shall pay all such penalty and accrued interest.
4. If the City abandons its use of the corridor for trail purposes, this easement and all of the City's rights hereunder shall terminate two (2) years after such abandonment. Abandonment under this section shall be deemed to have occurred if one or more of the following events occurs:
 - (a) The City notifies RCRRA in writing and by resolution of its governing body of its intent to abandon use of the corridor for trail purposes. In this instance, the City shall provide to RCRRA a suitable Quit Claim deed, properly executed and in recordable form, whereby the City relinquishes to RCRRA all rights granted by this easement; or
 - (b) The City ceases to maintain the trail in a manner which assures the safety of the users of the corridor; or
 - (c) If, in the opinion of RCRRA, the City has abandoned its use of the corridor for trail purposes. In such event, RCRRA shall notify the City of its opinion and state with specificity the acts or failures to act which lead it to believe such abandonment has occurred. The City shall have six (6) months after such notice to notify RCRRA that it does not intend to abandon the corridor for trail purposes, and shall specify the corrective actions it intends to take to remedy the issues identified by RCRRA in its notice to the City. If the City fails to provide such notice within the six month period, abandonment shall be deemed to have occurred on the date RCRRA notified the City of its opinion that the corridor has been abandoned; or
 - (d) Failure by the City to pay its share of any tax, special assessment, fee, or other charge pursuant to paragraph 3 hereof.

Upon abandonment, the City shall be responsible for restoring the corridor and removing all signs, trail material, fencing, and any other improvements erected in connection with its use of the corridor for trail purposes, at its sole cost and at no cost to RCRRA. Provided, however, that RCRRA may require the City to leave any or all property or improvements on the corridor, without cost to RCRRA, which property or improvements shall become the property of RCRRA upon abandonment.

5. This easement does not establish a permanent park, recreation area, or wildlife or waterfowl refuge facility that would become subject to Section 4(f) of federal law (49 U.S.C. 303).

6. Any written notices required under this agreement shall be addressed as follows:

RCRRA: Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
RE: ENE025

City: City of Saint Paul
Division of Parks and Recreation
300 City Hall Annex
25 West Fourth Street
St. Paul, MN 55102

7. Except as herein modified, the terms and conditions of the Joint Powers Agreement shall remain in full force and effect and are incorporated herein and made a part hereof.

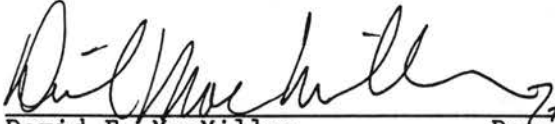
8. This easement is non-exclusive and is granted subject to the outstanding rights of others to occupy the corridor. RCRRA does not warrant its title to the corridor.

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

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

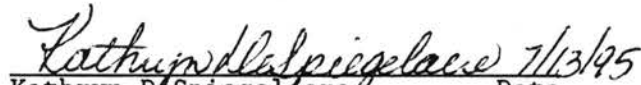
Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY


David F. MacMillan Date 7-18-45
Assistant Ramsey County Attorney

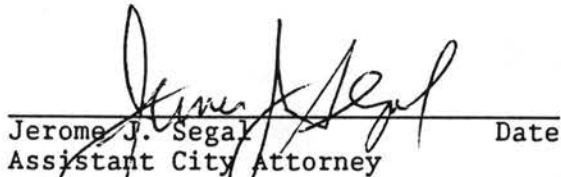
By John T. Finley Date _____
Chair

Recommended:


Kathryn DeSpiegel Date 7/13/45
Director of LRT Planning

Approved as to form and execution:

CITY OF SAINT PAUL


Jerome J. Segal Date _____
Assistant City Attorney

By 
Norm Coleman Date _____
Mayor

By 
~~Peter Hames~~ Martha G. Larson Date _____
Director of Finance & Management Services

By 
Robert P. Piram Date _____
Superintendent of Parks & Recreation

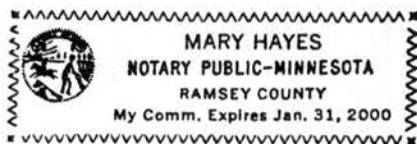
STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing was acknowledged before me on this _____ day of _____, 1995, by John T. Finley, Chair of Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, on behalf of Ramsey County Regional Railroad Authority.

Notary Public

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing was acknowledged before me on this 6th day of July, 1995, by Pamela Wheelock, Martha G. Larson, and Robert P. Pyram, Deputy Mayor, Director of Finance and Management Services, and Superintendent of Parks & Recreation, respectively, of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.



Mary Hayes
Notary Public

This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: ENE025

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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 53 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.

ALSO

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

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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.

ALSO

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;

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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 23 distant 917.05 west of the southeast corner of said Northeast Quarter and said line there terminating.

ALSO

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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ALSO

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 feet 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 1523.13 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 of said line thence 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

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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.

ALSO

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 said Southeast Quarter a distance 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

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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 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,

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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 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.

ALSO

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.

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ALSO

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 15 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 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 feet, 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

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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 667.73 feet 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.

ALSO

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

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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.

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 Westerly along the north line of said Southwest Quarter (the north line of said Southwest Quarter is assumed to bear South 89 degrees 25 minutes 56 seconds West) 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 128 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

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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 368.06 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 to the south line of 5th Street; thence North 89 degrees 25 minutes 56 seconds East, not tangent to the last described curve, along the south line of 5th Street 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.

Except that part lying west of the following described line:

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; 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 71.92 feet to a point distant 50.0 feet Northeasterly of measured radially to Grantor's most Northeasterly main track centerline as now located and constructed; said point also being the beginning of the line to be described; thence northerly parallel with said last described main track centerline a distance of 291.75 feet along a non-tangential curve, concave to the east, having a radius of 1916.61 feet, a central angle of 8 degrees 43 minutes 18 seconds and a chord bearing of North 24 degrees 34 minutes 12 seconds West; thence continuing parallel with said main track centerline North 20 degrees 12 minutes 33 seconds West tangent to the last described curve, a distance of 571.37 feet to the south line of said 5th Street and said line there terminating.

EXHIBIT B

JOINT POWERS AGREEMENT

This Agreement is entered into by and between the Ramsey County Regional Rail Authority (hereafter the "AUTHORITY"), the County of Ramsey (hereafter the "COUNTY"), and the City of St. Paul (hereafter the "CITY"), on this _____ day of _____, 19____.

WITNESSETH:

WHEREAS, the parties have authority, pursuant to Minn. Stat. § 471.59, subd. 1 and subd. 10, to enter into agreement for the joint or cooperative exercise of powers each may have; and

WHEREAS, the AUTHORITY has acquired the abandoned Burlington Northern Railroad right-of-way which is described in the attached Exhibit A, and hereinafter referred to as the "CORRIDOR", for purposes of joint Light Rail Transit and recreational trail use; and

WHEREAS, the CITY, COUNTY and AUTHORITY desire to work cooperatively to plan, develop, and operate the CORRIDOR for joint public transportation and recreational use; and

WHEREAS, the AUTHORITY shall permit concurrent use of the CORRIDOR by the COUNTY and CITY for a recreational trail; and

WHEREAS, the parties recognize that the Light Rail Transit alignment within the CORRIDOR has more stringent engineering, design, construction, and operational requirements than does a recreation trail,

NOW, THEREFORE, IT IS MUTUALLY AGREED between the parties as follows:

I. DEFINITIONS

Unless otherwise required by the context in which they appear, for purposes of this agreement, the following words and phrases have the meaning ascribed to them by this section:

- A. Authority. The Ramsey County Regional Rail Authority
- B. County. The County of Ramsey
- C. City. The City of St. Paul
- D. Date of Acquisition. The date on which the Burlington Northern Railroad or any other current owner of property transfer all of its rights, title, and interest in any real or personal property to either the AUTHORITY, COUNTY or CITY

- E. Railroad. The Burlington Northern Railroad, its predecessors and subsidiaries
- F. Corridor. All that real property owned or claimed by the Railroad as described in the attached Exhibit A
- G. Transitway. Those portions of the CORRIDOR required by the AUTHORITY for tracks and lateral support thereof and passenger station or platforms, park and ride lots, signals, switches, electrical power poles and all other equipment used in propagating electrical power for operation of the transit system, and all other equipment necessary for safe, efficient operation or maintenance of a light rail transit system within the CORRIDOR
- H. Roadbed. That portion of the CORRIDOR on which the RAILROAD has placed railroad tracks, ties, and ballast over which the RAILROAD operated trains, in the condition existing as of January 2, 1990.
- I. Trail. A recreational, transportation, pedestrian and bicycle trail, including access, lighting, and any other improvements necessary for safe, efficient operation, constructed and operated by the COUNTY and CITY.
- J. Temporary Trail. The trail constructed by the CITY or COUNTY or both prior to the time at which the AUTHORITY constructs its transitway.

II. CORRIDOR ACQUISITION

- A. The AUTHORITY shall pay the purchase price for acquisition of the CORRIDOR, and title to the CORRIDOR shall be in the name of the AUTHORITY.
- B. If the CORRIDOR is at any point of insufficient width to safely accommodate both the transitway and a trail, the roadbed, whenever established, shall have precedence and the authority may require either the City or County to acquire such additional property or take any other actions necessary to permit the safe construction and operation of both the transitway and a trail.

III. DUTIES OF AUTHORITY UPON ACQUISITION OF CORRIDOR

- A. The AUTHORITY shall grant to the CITY and the COUNTY, respectively, an easement for the construction, operation, and maintenance of a recreational trail over the CORRIDOR.
- B. The easements created pursuant to paragraph III (A) above shall be granted to the CITY for all portions of the CORRIDOR lying within the corporate limits of the CITY of St. Paul,

and to the COUNTY for all portions of the CORRIDOR outside the corporate limits of the CITY of St. Paul.

C. The easements shall include the following terms, in addition to any other terms agreed upon by the parties:

1. That upon acquisition of the CORRIDOR, and pending development and construction of a transit system, the CITY and COUNTY may design, construct, operate, and maintain over any and all portions of the CORRIDOR a temporary recreational trail or trails.
2. That the AUTHORITY shall be obligated at all times to provide sufficient area within the CORRIDOR to insure that the CITY and COUNTY may construct and maintain a trail. Neither the AUTHORITY or its successors or assigns may so construct or operate its transitway in such fashion as to preclude practical and safe construction and operation of the trail. Nothing in this section shall require the AUTHORITY to acquire additional land to accommodate a trail.
3. That the CITY and COUNTY agree that any temporary trail shall be subject to removal upon demand by the AUTHORITY when the transitway is designed and constructed, if such design, in the opinion of the AUTHORITY, requires such removal.

Any temporary trail shall be designed in such fashion that it will not require removal or alteration of the existing roadbed. If the temporary trail is designed in a manner to require removal or alteration of the roadbed, and such design is approved by the AUTHORITY, it shall be the responsibility of the CITY and COUNTY to restore the roadbed or compensate the AUTHORITY for additional costs it may incur to restore the roadbed if such restoration is required for construction of the transitway. If the existing roadbed is found to be unsatisfactory for use for the transitway so that its utility was not diminished by the actions of the COUNTY or CITY in establishing the temporary trail, then the CITY and COUNTY shall not be liable for restoration costs under this section.

If construction of the transitway requires removal of the temporary trail, or any portion thereof, the CITY and COUNTY shall bear the expense of such removal.

Upon completion of or in conjunction with construction of the transitway, the CITY and COUNTY may construct a new recreational trail within those portions of the CORRIDOR not necessary for transitway construction, maintenance, and operation.

4. That the AUTHORITY shall have the sole, final, and exclusive right to determine when it will construct the

transit system, the nature and kind of transit system to be constructed, where the transit system will be constructed within the CORRIDOR, and the nature and kind of safety features it will require for development of the trail.

5. That the AUTHORITY shall have the right to review and approve all temporary and permanent trail construction and alignment plans prepared by the CITY and COUNTY, and that no construction or reconstruction of the trail shall take place until such approval is given by the AUTHORITY to the CITY and COUNTY.
6. That the AUTHORITY shall have responsibility for security and maintenance of the CORRIDOR until such time as the CITY and COUNTY begin construction of the trail within their respective portions of the CORRIDOR. Upon commencement of construction of the trail, the respective CITY and COUNTY shall assume responsibility for maintenance and security of the CORRIDOR until such time as the AUTHORITY constructs its transitway in the CORRIDOR. The AUTHORITY shall be responsible for clearing the corridor of encroachments which interfere with the joint operation of the corridor for trail and transit purposes.
7. That the CITY and COUNTY shall, at the request of the AUTHORITY, close the trail in whole or in part, during the construction of the transitway.
8. That the CITY, COUNTY and AUTHORITY will endeavor to cooperate in the planning, design, construction, and operation of the trail and transitway to assure optimum joint use. However, should disputes arise between the CITY and COUNTY, either individually or jointly, and the AUTHORITY, the AUTHORITY shall have the final decision-making authority, and the CITY and COUNTY shall abide by such decisions.
9. That if at any time operation or maintenance of the transitway causes damage or destruction to all or any portion of the trail, the AUTHORITY shall be liable for all necessary repairs.

IV. DUTIES OF CITY AND COUNTY AFTER ACQUISITION OF CORRIDOR

- A. The CITY and COUNTY shall enter into easements as described in Section III (A) and III (B) of this Agreement, and shall agree to the terms of the easements as outlined in Section III (C) of this Agreement.
- B. The CITY and COUNTY shall cooperatively develop a Master Plan for the trail within the CORRIDOR for presentation to the AUTHORITY, as required by this Agreement, and to the

Metropolitan Council. The COUNTY shall be deemed the implementing agency for all portions of the trail outside the corporate limits of the CITY, and the CITY shall be deemed the implementing agency for all portions of the trail within the corporate limits of the CITY of St. Paul. The Master Plan shall be subject to approval by the AUTHORITY, and shall not be submitted to the Metropolitan Council without such prior approval.

- C. The Master Plan shall include, but not be limited to, the following terms:
1. It shall recognize the right of the AUTHORITY to use the CORRIDOR for transit purposes as defined in this Agreement.
 2. For master planning purposes, the CORRIDOR will be considered as the Burlington Northern line between its southern terminus near Kellogg Boulevard in the CITY of St. Paul and the northern Ramsey County line, plus that area to be acquired by the CITY between the southern terminus and the Mississippi River. Provided, however, that nothing in this section shall require the COUNTY or the AUTHORITY to acquire any property not abandoned for rail purposes by the Burlington Northern Railroad or any other railroad as of the date of this Agreement. The COUNTY and the AUTHORITY, however, either individually or jointly, may acquire any property abandoned by any railroad in the future.
 3. For trail development purposes, the CORRIDOR will be considered that area acquired by AUTHORITY, plus adjoining publicly owned areas where improvements will be needed for access to the trail, plus the area to be acquired by CITY (using regional funds) between the southern terminus (near Kellogg) and the Mississippi River.
 4. All applications to the Metropolitan Council or any other agency for development funding shall be coordinated between the CITY-COUNTY.
- D. Upon commencement of trail construction, the CITY and COUNTY shall become responsible for security and maintenance of those portions of the CORRIDOR which lie within their respective jurisdictions pursuant to paragraph III (C) of this Agreement, and the AUTHORITY shall have no further responsibility for such security and maintenance until such time as it constructs a transitway in the CORRIDOR. At such time as both the transitway and recreational trail are completed, the CITY and COUNTY shall be responsible for maintenance and security of the trail system, and the AUTHORITY shall be responsible for maintenance and security of the transitway. The cost of maintenance for common areas

shall be divided equally between the AUTHORITY and the CITY or COUNTY.

- E. The CITY and COUNTY shall establish and enforce consistent rules and regulations governing public use of the trail CORRIDOR.

V. GENERAL TERMS AND CONDITIONS

- A. Indemnification. Each party to this Agreement agrees that it shall defend, indemnify, and hold harmless all other parties from its own negligent acts. No party waives any statutory limits on liability.
- B. If the AUTHORITY acquires the CORRIDOR but determines that it or any portion thereof is not needed for transitway purposes, and that therefore it shall have no further need for the property, the CITY and COUNTY agree that they shall acquire the AUTHORITY's interest in the CORRIDOR by payment to the AUTHORITY of 50% of the then fair market value of the line or \$750,000, whichever is greater.

Provided, however, that the CITY and COUNTY agree to save, defend, reimburse, and hold harmless the AUTHORITY from any repayments to third parties for contributions or loans made by such third parties for purchase of the line required of the AUTHORITY at any time by said third parties after the CORRIDOR is purchased pursuant to this section by the CITY and COUNTY.

- C. Any easements created pursuant to this Agreement shall be freely assignable by the AUTHORITY, and AUTHORITY's assignee shall be bound by the terms of said easement.
- D. Termination and Modification. Except as otherwise provided herein, this agreement and the rights and obligations of the parties hereunder may be modified or terminated only by the mutual consent of all parties. If an action or modification affects only the CITY or COUNTY'S portion of the trail easement, and not both, then the CITY or COUNTY may separately agree with the AUTHORITY to amend this agreement, and the consent of the party whose interest is not affected need not be obtained. All amendments or modifications shall be in writing and approved by the governing body of the respective parties to this agreement or their successors and assigns.
- E. Bridges. If the roadbed utilizes bridges in existence at the time the AUTHORITY acquires the CORRIDOR and roadbed, the CITY and COUNTY may use the existing bridges for any temporary trail they construct within the CORRIDOR if they desire. If the existing bridges are at any time deemed deficient, or if any unit of federal, state, or local government, including the parties to this agreement,

determines that the existing bridge structures be removed, the AUTHORITY shall be responsible for such removal. The CITY and COUNTY may construct, at their expense, temporary bridges to replace any bridge structure so removed, for temporary trail use. When the transitway is constructed, all temporary bridges shall be removed if required by the AUTHORITY, for construction of the transitway. Such removal shall be at the expense of the CITY or COUNTY.

When the transitway is constructed, either new bridges will be constructed which will accommodate both trail and transitway operation, or separate bridge structures for trail and transitway will be constructed. However, if any existing structure need not be replaced, the parties may agree to its continued use.

Prior to design of the bridge structure or structures, the parties to this agreement shall decide whether to construct a joint use structure or separate structures. If the parties decide to build a joint use structure, the CITY or COUNTY shall pay for the engineering, design, and construction of the bridge to the extent the cost of such joint purpose structure exceeds the cost of engineering, design and construction of a structure for transitway only, and the AUTHORITY shall pay the remaining cost.

If the parties elect to build separate structures, each shall be responsible for all costs associated with design and construction of their structure and shall not be responsible for any costs of the other structures built.

- F. Additional Facilities. If the CITY, COUNTY or AUTHORITY acquires property, either within or outside of the CORRIDOR, which is used for the construction of automobile parking areas, the party acquiring and constructing the parking facility shall permit patrons both of the trail and transit system to use said facilities.

RAMSEY COUNTY REGIONAL RAILROAD
AUTHORITY

By: *John T. Finley*
John T. Finley, Chair

Date: 5/12/93

APPROVED AS TO FORM:

Leborah
~~Ramsey County Regional Railroad Authority~~
Assistant Ramsey County Attorney

Date: _____

CITY OF ST. PAUL

By: *James H. Hild*
Mayor, City of St. Paul

By: *Nickel*
Finance Director

Date: 7/01/93

APPROVED AS TO FORM:

Don M. Hickey
Assistant City Attorney

COUNTY OF RAMSEY

By: *Hal Norgard*
Hal Norgard, Chair
Ramsey County Board of Commissioners

Date: 8/24/93

By: *Bonnie Jackelen*
Bonnie Jackelen 93-257
Chief Clerk County of Ramsey

Date: 8/24/93

APPROVED AS TO FORM:

Don M. Hickey
Assistant Ramsey County Attorney
Ramsey County Regional Railroad Authority

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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.

ALSO

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.

ALSO

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.

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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.

ALSO

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

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feet to the intersection with the westerly line of the above described parcel
and said line there terminating.

ALSO

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 53 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.

ALSO

Lots 13, 14 and 15, Block 3, "Gladstone, Ramsey County, Minnesota,"
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.

ALSO

Lots 1, 2 and 3, Block 4, "Gladstone, Ramsey County, Minnesota,"
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.

ALSO

That part of Lots 4, 5, 6 and 7, Block 4, "Gladstone Ramsey County,
Minnesota," 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.

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ALSO

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 43 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.

ALSO

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 53 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.

ALSO

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

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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.

ALSO

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;

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ALSO

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 feet 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 of said line
thence 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

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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.

ALSO

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 said Southeast Quarter a distance 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

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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 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,

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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 25 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 1874.03 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 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 3 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.

ALSO

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.

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ALSO

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 737.73 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 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 feet, 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

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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 667.73 feet 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 13 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.

ALSO

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

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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 250.00 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.

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 Westerly along the north line of said Southwest Quarter (the north line of said Southwest Quarter is assumed to bear South 89 degrees 25 minutes 56 seconds West) 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 128 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

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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 368.06 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 to the south line of 5th Street; thence North 89 degrees 25 minutes 56 seconds East, not tangent to the last described curve, along the south line of 5th Street 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.

Except that part lying west of the following described line:

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; 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 71.92 feet to a point distant 50.0 feet Northeasterly of measured radially to Grantor's most Northeasterly main track centerline as now located and constructed; said point also being the beginning of the line to be described; thence northerly parallel with said last described main track centerline a distance of 291.75 feet along a non-tangential curve, concave to the east, having a radius of 1916.61 feet, a central angle of 8 degrees 43 minutes 18 seconds and a chord bearing of North 24 degrees 34 minutes 12 seconds West; thence continuing parallel with said main track centerline North 20 degrees 12 minutes 33 seconds West tangent to the last described curve, a distance of 571.37 feet to the south line of said 5th Street and said line there terminating.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY
<u><i>K. DeSpiegelaere</i></u>
Authorized Signature
<u>7/13/95</u>
Date

Board Action Requested

A) Approve the permit to Mary A. Ericksen for the continued location of a fence on the RCRRA NE corridor adjacent to her residence at 1463 McAfee Street, St. Paul;

B) Authorize the Chairman of Ramsey County Regional Railroad Authority to sign the permit on behalf of RCRRA.

ACTION IS REQUESTED

Request Justification

See attached: 1) Proposed resolution
2) Memorandum from K. DeSpiegelaere with attachment.

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Budgeting and Accounting *Mark Johnson* 7/17/95

County Attorney *Art MacIntosh* 7-18-95

Risk Manager _____

Documentation certified complete for:

<u>July 25, 1995</u>	<u><i>Bette Kurysh</i></u>	<u>7/19/95</u>
Board Date	Signature	Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No: _____

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

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

WHEREAS, At the time of acquisition, several areas of the Northeast Corridor right of way were subject to unauthorized encroachment by neighboring property owners; and

WHEREAS, One of the pre-existing encroachments is a fence adjacent to the residence at 1463 McAfee Street in St. Paul; and

WHEREAS, The encroaching party, Mary A. Ericksen, has requested a permit for their continued use of this portion of the RCRRA property; and

WHEREAS, This section of the Northeast Corridor is not needed for public use at this time; and

WHEREAS, The granting of a permit for the continued use of this property will not affect the future development potential of the corridor for light rail transit or trail use; and

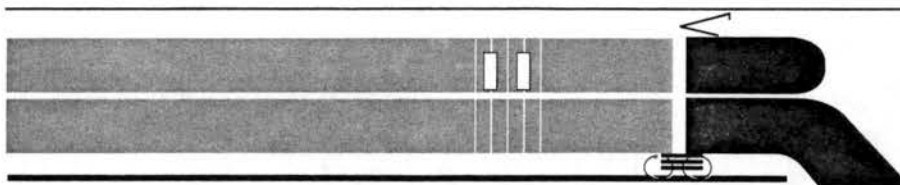
WHEREAS, The consideration for this permit will be \$100 for three years, with the permit fee based on fair market value of the property and administrative costs for issuing it, and the permit may be canceled upon 30 days written notice by RCRRA; Now, Therefore, Be It

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

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

John T. Finley, Chairman

By: _____
Warren W. Schaber, Secretary



Ramsey County Regional Railroad Authority

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

MEMORANDUM

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

FROM: Kathryn DeSpiegelaere, Director of LRT Planning

SUBJECT: Encroachment permit, 1463 McAfee Street
Mary A. Ericksen

DATE: July 8, 1995

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

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

When the property was acquired by RCRRA, it was subject to various types of private encroachment by neighbors to the corridor. RCRRA staff have been addressing these situations on a case by case basis, using the guidelines as outlined in the Management Plan.

The property at 1463 McAfee Street is enclosed by a fence which encroaches onto the RCRRA property. This fence was established without a written agreement prior to RCRRA acquisition of the corridor. The owner of 1463 McAfee Street, Mary A. Ericksen, has requested a permit for the continued use of the RCRRA property.

This section of the corridor will not be improved with trails during the next few years, and the granting of the attached permit will not preclude future development of the corridor by RCRRA.

Consideration for this permit will be \$100 per three years, and the permit can be canceled by RCRRA at any time upon 30 days written notice.

Recommendation:

Approve the permit to Mary A. Ericksen for the continued location of a fence on the RCRRA Northeast Corridor adjacent to her residence at 1463 McAfee Street, St. Paul;

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

KD/blk
Attachments

PERMIT

This permit, made this _____ day of _____, 1995, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and Mary A. Ericksen, party of the second part (hereinafter referred to as "Permittee").

WITNESSETH:

WHEREAS, RCRRA is the owner of the Burlington Northern Railroad Company's former St. Paul to Maplewood branch line right of way, now abandoned, which includes a strip of land 100 feet in width located between Arlington Avenue and Larpenteur Avenue in the City of St. Paul, Minnesota (hereinafter the "right of way"); and

WHEREAS, the Permittee is the owner of a certain other parcel of land which lies adjacent to and easterly of the right of way, described as follows:

The South 50 feet of Lot 2, Block 4, Mayall Park to the City of St. Paul,

(hereinafter the "property"); and

WHEREAS, the correct location of the boundary lines of the right of way are as shown upon the plat of survey attached hereto as Exhibit A; and

WHEREAS, the Permittee has constructed or caused to be constructed on the right of way a fence running north and south and enclosing a part thereof with the said property of the Permittee, the location of which fence is correctly shown upon Exhibit A; and

WHEREAS, the Permittee has requested a written agreement to provide for the continued location of the fence upon the right of way; and

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

NOW THEREFORE, in order to define the rights of the respective parties at the present and in the future, it is agreed as follows:

1. **Admission of No Right.** The Permittee agrees that the correct location of the boundary line between the property and the right of way is as shown upon Exhibit A, which is incorporated by reference and hereby made a part of this permit, and that the fence stands upon the right of way. The Permittee does not now, nor will it hereafter claim any right or title to the right of way by reason of past, present, or future occupancy thereof.

2. **License to Use.** RCRRA agrees that the Permittee may use and enjoy all that portion of the right of way which is presently occupied by the fence and that portion of the right of way between the fence and the property, as shown on Exhibit A (hereinafter the "premises"), subject to the restrictions outlined in paragraph 6 of this permit, and may maintain the fence where it now stands.
3. **Term.** The term of this permit shall be for a period of three (3) years, commencing upon the date here above written.
4. **Consideration.** In consideration of the foregoing the Permittee will pay to RCRRA as rent for the use of the premises, the sum of One Hundred Dollars (\$100.00), as an acknowledgment that the use and enjoyment of the premises is under this permit, and not otherwise. This payment shall be non-refundable should this permit terminate for any reason prior to the end of the three year term.
5. **Termination.** RCRRA may terminate this permit at any time by giving thirty (30) days notice in writing to that effect to the Permittee, and thereupon the Permittee shall immediately remove the fence from the right of way and restore the premises to the satisfaction of RCRRA. If the Permittee shall fail so to do, RCRRA may remove or otherwise dispose of the fence as it sees fit at the expense of the Permittee, without any liability for damages.
6. **Prohibited Uses.** The following uses of the premises by the Permittee are prohibited:
 - a. The construction, installation, or placement of additional walls, fencing, billboards, structures, or physical site improvements of any kind.
 - b. The obstruction of waterways, lines of drainage, or utilities, if any.
 - c. Burning or disking operations to control or kill trees, brush and other vegetation.
 - d. The dumping of any materials whatsoever, natural or manufactured, or the accumulation of junk, debris, or other unsightly materials.
 - e. The use, storage, treatment, transport, manufacture, handling, or production of any hazardous substance.
7. **Taxes.** The Permittee shall pay any and all taxes, special assessments, or other charges which may be levied against the premises as a result of this permit.
8. **Indemnification.** The Permittee shall hold harmless and indemnify RCRRA, its commissioners, agents, and employees, from and against any and all liability, costs, claims for damages, actions, or causes of action arising out of its use of the premises pursuant to this permit.
9. **Insurance.** In order to protect itself, as well as RCRRA under the indemnification provisions set forth in paragraph 8, the Permittee agrees to purchase and maintain in force during the entire term of this permit a policy of General Liability Insurance with a minimum coverage limit of

\$300,000. RCRRA shall be added as an additional insured on the policy and a certificate of insurance evidencing such coverage shall be provided by the Permittee to RCRRA. Nothing in this permit shall constitute a waiver by RCRRA of any statutory or common law immunities or liability limitations.

10. **Non-exclusivity.** This agreement is non-exclusive and the license herein granted is subject to the outstanding rights of others to occupy the premises.
11. **Assignment.** The Permittee shall not transfer, assign, or sublet its interest in this permit without the prior written consent of RCRRA.
12. **Notices.** Written notices required under this agreement shall be addressed to RCRRA at:

Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
RE: PNE051

and to the Permittee at:

Mary A. Erickson
1463 McAfee Street
St. Paul, MN 55106-1434

13. **Removal.** Subject to the provisions of paragraph 5 hereof, it is the intention of the parties hereto that this permit and the covenants herein contained shall remain in force and effect only so long as the present fence shall remain standing upon the right of way; upon the removal or destruction of the fence all rights of the Permittee here agreed upon shall cease.

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

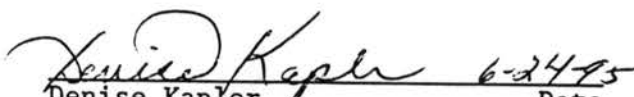
Approved as to form and execution:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

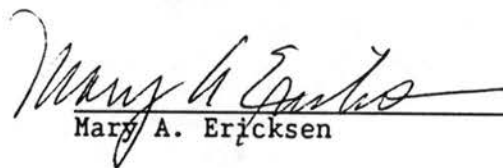

David F. MacMillan Date
Assistant Ramsey County Attorney

By _____ Date
John T. Finley
Chair

Insurance approved:


Denise Kapler Date
Risk Management

PERMITTEE:

 4/15/95
Mary A. Erickson Date

This instrument was drafted by:
Ramsey County Regional Railroad Authority
Ramsey County Government Center West, Suite 665
50 West Kellogg Boulevard
St. Paul, MN 55102
(612) 266-2764
RE: PNE051

EXHIBIT A

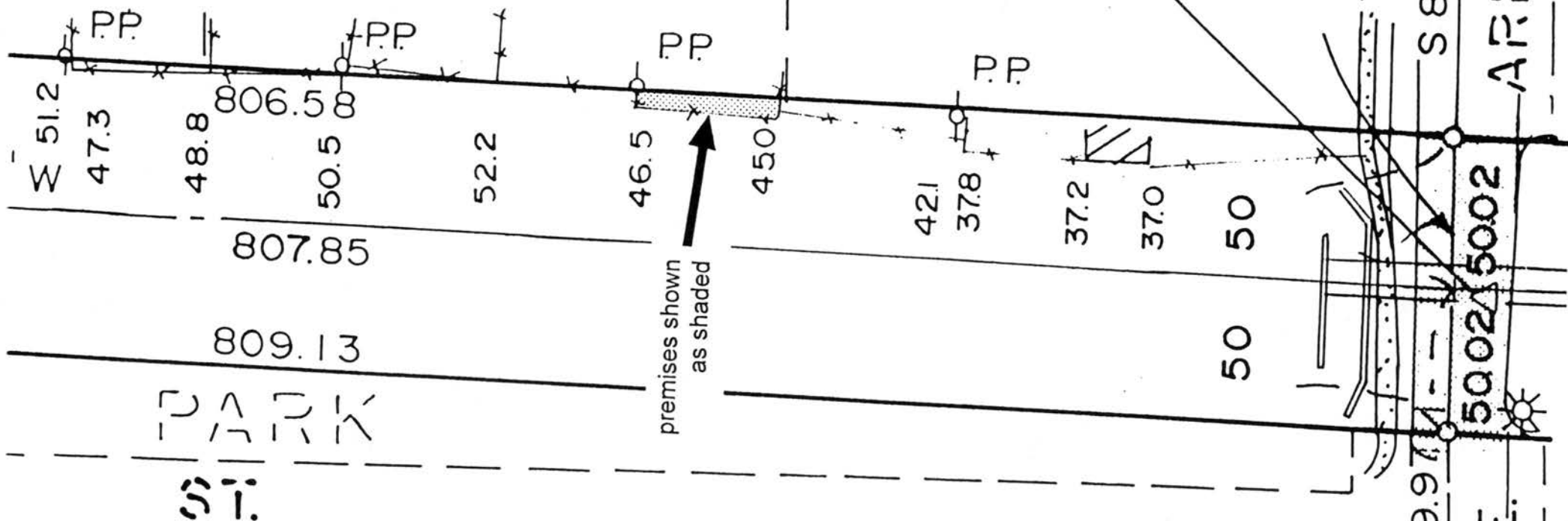
PNE051

4

(1)

(2)

W A Y A L L



THE WEST 1/4 CORNER OF SEC. 22
(RAMSEY COUNTY MONUMENT)