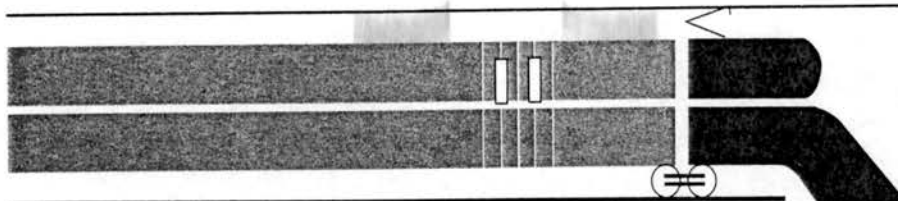




Ramsey County Regional Railroad Authority.
Records.

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Ramsey County Regional Railroad Authority

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

AGENDA

Regional Railroad Authority Meeting

October 12, 2004

1:15 p.m.

Third Floor Council Chambers Courthouse

1. * Approve minutes from September 7, 2004 RCRRA meeting

ADMINISTRATIVE AGENDA

2. * Ratify Partial Payments Nos. 7 and 8 in the amount of \$12,793.75 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending August 2004
3. * Ratify Partial Payment No. 2 in the amount of \$14,912.02 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for the period ending August 20, 2004

POLICY AGENDA

4. Report on California rail station meetings
5. * Terminate Agreements LNE003, LNE005, LNE006, LNE007, PNE020, and PNE062 with Xcel Energy; authorize the Director to sign the letter terminating the agreements; and authorize staff to negotiate with Xcel Energy new permits with rents consistent with past rent increases.
6. Funding for transportation
7. Central Corridor Update
- * Action is requested

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on September 28, 2004, in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Susan Haigh
Commissioner Jim McDonough
Commissioner Victoria Reinhardt
Commissioner Jan Wiessner (arrived at 1:40 p.m.)

MEMBERS ABSENT: Commissioner Tony Bennett
Commissioner Janice Rettman

OTHERS PRESENT: Kathy DeSpiegelaere, Steve Morris, Kris Longhenry, Alicia Vap,
Al Lovejoy, Weiming Lu, David Twa

Chair Ortega called the meeting to order at 1:16 pm.

ADMINISTRATIVE AGENDA

1. Approve minutes from September 7, 2004 RCRRRA Meeting

A motion was made by Commissioner McDonough, seconded by Commissioner Haigh to approve minutes from the September 7, 2004 RCRRRA meeting.

Roll call vote was taken:

Ayes – 4, Nays – 0
Motion accepted.

2. Ratify quarterly report of payments for April 1, 2004 to June 30, 2004

A motion was made by Commissioner Reinhardt, seconded by Commissioner Haigh to ratify quarterly report of payments for April 1, 2004 to June 30, 2004.

Roll call vote was taken:

Ayes – 4, Nays – 0
Motion accepted.

WHEREAS, Payments have been made from the Ramsey County Regional Railroad Authority budget for the period of April 1, 2004 through June 30, 2004 and a record of these disbursements is attached; Now, Therefore, Be It

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

3. Ratify Partial Payment No. 6 in the amount of \$6,254.33 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending July 2004

A motion was made by Commissioner Reinhardt, seconded by Commissioner Haigh to ratify Partial Payment No. 6 in the amount of \$6,254.33 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending July 2004

Roll call vote was taken:

Ayes - 4, Nays - 0
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Goff and Howard, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Goff and Howard, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through July 2004; and

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

WHEREAS, Goff and Howard, Inc. Invoice No. 8882, Partial Payment No. 6 in the amount of \$6,254.33 attachments thereto, provide the correct documentation of payments due Goff and Howard, Inc. through July 2004; Now, Therefore Be It

RESOLVED, Payment to Goff and Howard, Inc. in the amount of \$6,254.33 for services rendered through July 2004 is hereby ratified.

4. Ratify Partial Payment No. 7 in the amount of \$65,041.42 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending July 30, 2004

A motion was made by Commissioner Reinhardt, seconded by Commissioner Haigh to ratify Partial Payment No. 7 in the amount of \$65,041.42 to DMJM+Harris, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending July 30, 2004.

Roll call vote was taken:

Ayes - 4, Nays - 0
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of DMJM+Harris, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, DMJM+Harris, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through July 30, 2004; and

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

WHEREAS, DMJM+Harris, Inc. Invoice No. 100-5010-4, Partial Payment No. 7, in the amount of \$65,041.42 attachments thereto, provide the correct documentation of payments due DMJM+Harris, Inc. through July 30, 2004; Now, Therefore Be It

RESOLVED, Payment to DMJM+Harris, Inc. in the amount of \$65,041.42 for services rendered through July 30, 2004, is hereby ratified.

5. Ratify Partial Payment No. 4 in the amount of \$6,670.78 to 106 Group Ltd. for consulting services on the Central Corridor Phase 2 study for the period ending August 31, 2004

A motion was made by Commissioner Reinhardt, seconded by Commissioner Haigh to ratify Partial Payment No. 4 in the amount of \$6,670.78 to 106 Group Ltd. for consulting services on the Central Corridor Phase 2 study for the period ending August 31, 2004.

Roll call vote was taken:

Ayes – 4, Nays – 0
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of the 106 Group Ltd. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, the 106 Group Ltd. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through August 2004; and

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

WHEREAS, the 106 Group Ltd. Invoice No. 02-34c-4, Partial Payment No. 4 in the amount of \$6,670.78 attachments thereto, provide the correct documentation of payments due the 106 Group Ltd. through August 2004; Now, Therefore Be It

RESOLVED, Payment to the 106 Group Ltd. in the amount of \$6,670.78 for services rendered through August 2004 is hereby ratified.

POLICY AGENDA

6. Lowertown Redevelopment Corporation presentation

(Commissioner Wiessner arrived at this time).

Weiming Lu presented information on the Lowertown Redevelopment Corporation's Rivergarden plan for the Union Depot and Riverfront of St. Paul (a copy of Weiming's presentation is attached).

Commissioner Reinhardt commented that, when visiting Boston, she was impressed by the importance of the creative community regarding economic development. She noted that www.creativeeconomy.org is a fascinating source about the financial benefits associated with the creative community, which impacts an area's economy. Weiming Lu recommended the book The Rise of the Creative Class by Richard Florida, and stressed the potential for development. Chair Ortega mentioned he had attended the Art Crawl with Weiming, and he was impressed by the

breadth and variety of artists living downtown, including national artists. Chair Ortega thanked Weiming and noted that as the Depot is developed, it must be coordinated with the Lowertown community.

7. Authorize the Chair of the RCRRA to sign letter to Metropolitan Council commenting on the Draft Transportation Policy Plan

A motion was made by Commissioner Reinhardt, seconded by Commissioner Haigh to authorize the Chair of the RCRRA to sign letter to Metropolitan Council commenting on the Draft Transportation Policy Plan.

Roll call vote was taken:

Ayes – 5, Nays – 0
Motion accepted.

WHEREAS, The Metropolitan Council has prepared its 2030 Transportation Policy Plan which contains the approach to transportation investments in the region between now and 2030; and

WHEREAS, the Plan is being circulated for public review and comment; Now, Therefore,
Be It

RESOLVED, That Ramsey County Regional Railroad Authority authorizes its chair to send a letter to the Chair of the Metropolitan Council commenting on the Transportation Policy Plan.

8. Central Corridor Update

Steve Morris reported that staff met with Federal Transportation Administration (FTA) headquarters staff on September 10, 2004 to discuss what was necessary to get the Draft Environmental Impact Statement released. He explained that the meeting went well and steps were agreed upon to develop the Travel Demand Model and User Benefit information. He stated that the next meeting scheduled with FTA is October 7, 2004 to finalize the methodology for the computer model and noted that results should be available a few weeks after that. He commented that potentially, the DEIS could be published in late November and with the comment period typically running 60 days, the Coordinating Committee could be in a position to make a recommendation on the locally preferred alternative shortly after the first of the year. He said that the New Starts Criteria information is being assembled for submission to the FTA by the end of the year and noted that this information is required before FTA will allow a project to go into preliminary engineering.

Steve Morris explained that the user benefit measure is relatively new and measures the cost per hour of travel time saved. He stated that using the model allows the FTA to measure projects against each other around the country. He commented that FTA has set a \$25/hour threshold and noted that the less it costs to save an hour of travel time, the higher the project ranks. He indicated that this is the number the consultants will develop and anything that adds to the cost of the project hurts it; anything that improves the travel time helps the project ranking. Commissioner Wiessner asked if the cost of building extra highways is considered. Steve answered no, that it is based on the Metropolitan Council's regional transportation model that projects population, transportation demand, etc. He added that the computer model generates the hourly rate.

Commissioner Haigh noted that Representative Mary Liz Holberg and Senator Hornstein proposed the new BRT proposal for 35W south, which isn't on the MTDB project list. She asked if they would they have to include those road costs. Steve Morris responded that they would have to

consider the lanes for the BRT; he was unsure about other lanes. He commented that it is one of the challenges in evaluating BRT; it is sometimes less clear-cut than LRT.

Commissioner McDonough asked how adding stations and ridership estimates enter into the equation. Steve Morris replied that ridership helps, assuming it is a faster trip. Chair Ortega asked if there are any pitfalls like that on the Central Corridor. Steve answered that once the information has been run, it will be clearer whether or not it makes sense to add a station at Western.

Commissioner McDonough noted that the exercise of distilling varied projects down to one number is difficult; benefits can often not be measured. Commissioner Haigh agreed, and suggested there seems to be strong community support for a station at Western and that it would greatly benefit the members of that neighborhood.

Commissioner Wiessner asked if, once the project has been rated, can it be changed. Steve Morris responded that the information is updated annually. He explained that the purpose of preliminary engineering is to address and resolve all the issues that come up. He stated that the number the consultants are working on is more of an index than it is a real number, however, it is an improvement over the new transit riders measure that was used until recently.

Commissioner Haigh asked about the issue regarding the ability to use actual light rail experience in the Twin Cities now that we have it. Steve Morris responded that the FTA stipulates the model cannot use a bias for LRT over bus unless actual experience shows that to be true in the area. He explained that the model will be updated approximately one year after Hiawatha is fully open to reflect regional preference for rail and assuming that higher than projected ridership on Hiawatha continues, this will result in higher ridership projections for Central.

The meeting adjourned at 2:00 pm.

River Garden

Capturing New Opportunities for Depot and Riverfront

Weiming Lu, President
Lowertown Redevelopment Corporation
Before Ramsey County Rail Authority
September 28, 2004

Introduction

- LRC has worked with Ramsey County for some time on various projects
 - Central Corridor LRT, Riverview Busway
 - Homestyle Publishing
 - Bruce Vento Nature Sanctuary
 - Design Workshop for County West Building
 - Downtown Development Strategy
- Past three years, served on the LOCATE Task Force for Depot/Post Office
- We appreciate your leadership and persistent effort
- Together we have overcome many challenges, and made substantial progress

Presentation Outline

- Today we merely want to briefly share with you three things:
 1. LRC mission and activities in building a new urban village in Lowertown
 2. The River Garden Plan for Depot and Riverfront development
 3. The Next Steps in implementing the Plan
- We welcome your comments and look forward to your continuing leadership and support of this joint venture on the Depot and riverfront

Building an Urban Village

Lowertown in late 70's

- After decades of disinvestment, by late 1970 Lowertown was largely an area of empty warehouses and parking lots.



Lowertown Redevelopment Corporation

- Mayor George Latimer sought McKnight Foundation's assistance in redeveloping Lowertown
- McKnight provided \$10 M in Program Related Investment (loans) and asked for the creation of an independent corporation



LRC's Mission

- "... to serve as a catalyst for redevelopment in the Lowertown area,
 - to attract investments,
 - to create jobs, to broaden the tax base,
 - to add housing,
 - to preserve St. Paul's heritage,
 - and to create an attractive living and working environment."

Three basic activities

Envisioning
Marketing
Gap Financing

Envisioning

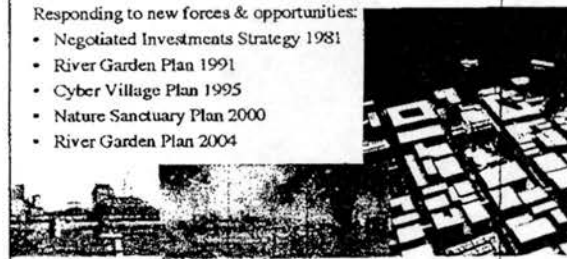
- Urban Village Plan (1979) recommended among other things:
 - Mixed uses around Meats Park
 - 12 blocks of adaptive uses
 - Arts district development
 - Streetscape, and skyways
 - Housing and amenities
 - Depot and riverfront development
 - New industrial park



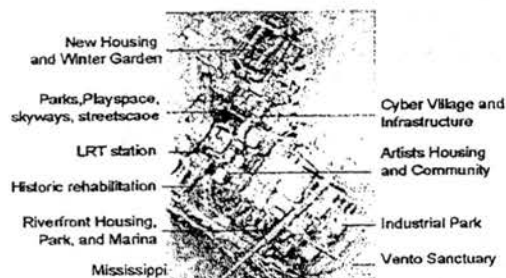
Continued re-envisioning process

Responding to new forces & opportunities:

- Negotiated Investments Strategy 1981
- River Garden Plan 1991
- Cyber Village Plan 1995
- Nature Sanctuary Plan 2000
- River Garden Plan 2004



Urban Village Plan



Marketing

- Surveys, brochures, advertisements, videos, website



Exhibits, tours, workshops



Gap Financing

- LRC to be "lender of last resort"
- Provide loans and guarantees, and front end expenses
- Set Guidelines
 - Limit of loans and guarantees
 - Interest rates
 - Maximum term
 - Minimum leverage
 - Quality of design
- Often under much pressure to provide excessive soft financing



Attracting Investments



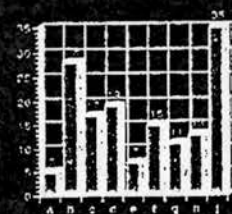
Most important of all, face to face meetings helped us to recruit investors from Philadelphia, Boston, Chicago, Atlanta, Montreal, Twin Cities and elsewhere.

LRC loans and guarantees

	\$0	\$500	\$1,000	\$1,500	\$2,000	\$2,500
Park Sq. Ct.						
Montage House						
Market House						
Union Depot						
Lowertown Loft						
Water Front (original loan)						
new bridge lofts						
YMCA						
KTCB & Garage						
Larkin Housing						
Tolson Bldg						

Legend: ☒ Loans ☐ Guarantees

Substantial leveraging achieved

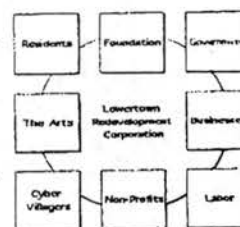


Average for all projects 1:13

Normal leveraging achieved by UDAG was 1:5 nation-wide

Public/Private Partnership

- We deliberately keep our office small, relying upon a pool of experts in design, marketing, and finance as needed.
- We never work alone. Through building bridges, we have worked with many in the public and private sectors.



Depot/Post Office/Riverfront Partners through LOCATE Task Force

- Ramsey County Rail Authority
- Congresswoman Betty McCollum
- City of St. Paul
- Riverfront Development Corp.
- Building Owners and Managers
- Chamber of Commerce
- Senator Norman Coleman
- Senator Mark Dayton
- Washington County
- MN DOT



Lower Phalen Partners

- Lower Phalen Steering Comm.
- East Side Development Corp.
- Dayton's Bluff Neighborhood
- Railroad Island Neighborhood
- Capitol River Council
- Dept. of Natural Resources
- Park and Recreation
- Trust for Public Land
- And 17 other partners



Serving on Boards and Task Forces

- Capitol River Council
- Friends of Mears Park
- Historic St. Paul Corporation
- Hamm's Brewery Task Force
- Downtown Development Strategy Task Force
- Minneapolis Foundation
- National Trust/Favrot Family Grants
- Served on Citizen League, KTCA, Chamber Music Society of Minnesota boards



Economic Transformation

- Generated more than half billion dollars of investment
- Broadened the tax base four times

and/or \$100 millions are underway

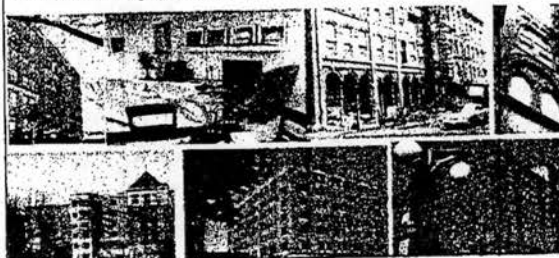


We have built a strong housing market

- Lowertown apartments command higher rents than those in rest of downtown St. Paul (i.e. one-bedroom units @ \$1.19/S.F.)
- Rental rates for Lowertown apartments have increased steadily in recent years (i.e., 1999-2001, + 7%)
- Lowertown condominiums are also enjoying considerable appreciation in value (i.e., units at Gal tier, \$89/S.F. in '94, vs..... \$178/S.F. in '01)
- Lowertown apartment and condominium costs are still competitive

Many are investing in Lowertown market

We have made significant contributions to the city's housing stock



Earlier concern about displacement

- LRC invited City staff to visit successful artist housing models
- LRC offered financing incentives to Artspace and other organizations.
- Failed three attempts before experiencing first success
- Three other projects quickly followed



Growing Arts Community

- State Arts Board, Jerome Foundation
- Zeitgeist Quartet, Nautilus Theatre, Springboard
- Now 500 artists living and working in Lowertown



Creative Community

- Fiber optic network, switching station, satellite uplink
- Loft spaces, cafes, skyways, parks
- Internet service providers, content providers



Homestyle Publishing

- Ramsey County, City and LRC jointly provided gap financing to the company
- The company moved to Lowertown and expanded
- More than 100 jobs were created



Vento Sanctuary

- Invited by McKnight Foundation and the Lower Phalen community to assist the effort
- Served on the Steering Committee since '97 (with 25 partners)
- Envisioned the Sanctuary, fought soccer proposal, raised \$5 million, acquired 27 acres, dedicated it to the City in 2001



A New Vision

- An urban wilderness in the middle of the city and region
- Reclamation of polluted rail yard, natural and historic interpretations, and Sanctuary design and development
- Bike trails connections to Lowertown and riverfront
- Sustainable housing development on the bluff



Attention to amenities

- Mears Park, Playspace, Lower Landing Park
- YMCA, Farmers Market, restaurants, cafes
- Skyways, streetscape, atriums



Preservation Efforts

- Stop defacing of building
- Substantial reconstruction to save a building
- Stop demolition of building
- New adaptive uses for them

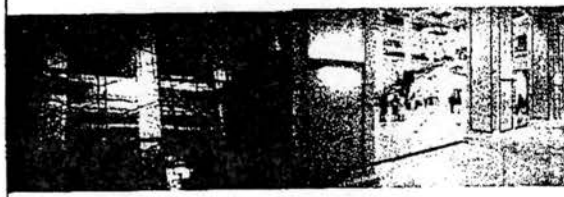
Council votes to preserve Lowertown warehouse

The St. Paul City Council on Wednesday unanimously agreed to preserve the historic 1914-era Crane Building in Lowertown. The council's decision is a victory for the city's historic preservation efforts.



Renovation of Burlington Northern

- Renovation of Burlington Northern Building by Palmer Group, Chicago



Creating a Sense of Place

- Historic district designation
- Coordinated review process with City and State
- Historic marker program with owners
- Introduced historic lighting and street landscape
- Historic self guided tour brochure with HPC



Progress to date

1. Reversed decades of disinvestment, and generated more than half billion dollars of investment
2. Now one of fastest growing, and most diverse neighborhoods
3. Avoided displacement, and created a community of 500 artists
4. Preserved St. Paul's heritage and created a sense of place
5. Design and development of Vento Sanctuary and trails

A New Urban Village



River Garden Vision

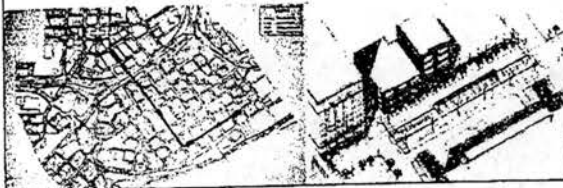
Restoration of Depot Head house

- LRC provided a loan guarantee to the developer Asset Management and Services, and helped select architect and improve design



Central Corridor LRT

- With Ramsey County Rail Authority, LRC explored alternative downtown routes and stops, including a line along 4th St. and a stop in front of Depot

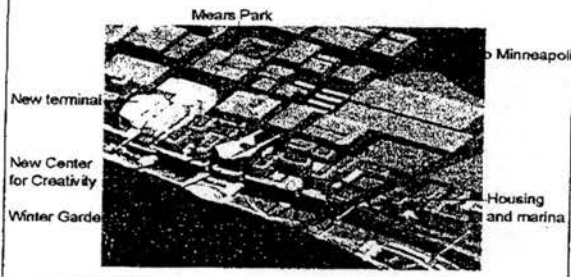


Enormous Opportunities for Riverfront

- A new terminal, more housing, arts, and amenities may be developed for the empty depot concourse, the under-utilized Post Office building and the 30 acres of land on the riverfront, and a River Garden Plan will help us capture the full potential.



River Garden Plan



Earlier work on Post Office/Depot

- Post Office had funding commitment to expand on the riverfront in '00
- LRC worked with the press, stopped Post Office expansion plan on riverfront, and urged their relocation to outlying site.
- LRC co-hosted, with Mayor Coleman, and Riverfront Development Corporation, Amtrak CEO's visit for returning Amtrak to Depot



Exploration of Arden Hills site

- Worked with Congresswoman McCollum, Ramsey County, and others to relocate Post Office's mass mail facility to Arden Hills in 2002.
- As local opposition emerged in 2003, thanks to your leadership, we prevailed over Post Office to continue site search elsewhere beyond Arden Hills

Arden Hills cool to postal center



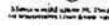
County Board urges deal to move post office



New site search and find

- Post Office searched and determined that Eagan site is feasible. Traffic and environmental studies are now underway.
- St. Paul's facility definitely could be relocated there, and Minneapolis' later as well.
- With your leadership, LRC helped to build bridge with Minneapolis leaders on the common agenda for Post Office, and to communicate to the press on the critical issues.

Postal facility may move to Eagan



Stamp of approval



Depot Feasibility Study

- Study by your consultant LTK Associates shows it is feasible to redevelop Depot to a multi-modal transportation terminal.
- However, Post Office must be relocated first to provide space for seven new tracks



Phased Development

- Carefully planned four phase development will serve Amtrak, LRT to Minneapolis, commuter rail to Hastings, buses, and high speed trains to Chicago
- Phase I could bring Amtrak back to Depot



The Next Steps

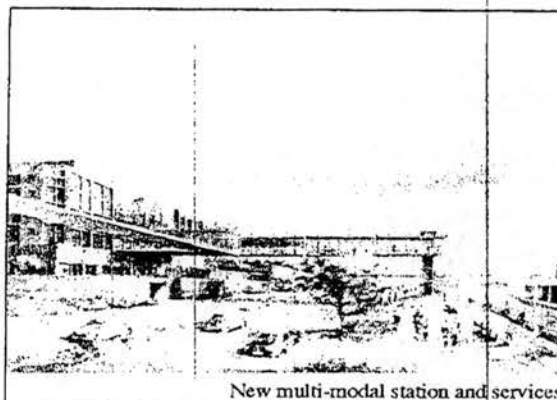
The Next Steps for Depot/Post Office

- Conduct preliminary engineering and economic benefits studies on Depot, and LRT
- Secure federal funding for Post Office to relocate
- Explore reuse of the Post Office and its benefits
- Seek federal, State and local funds for Depot, Central Corridor, & Amtrak
- Work with Itasca Task Force
- Coordinate River Garden Plan with redevelopment of jail site and County properties



Depot as catalyst for East Metro's next renaissance

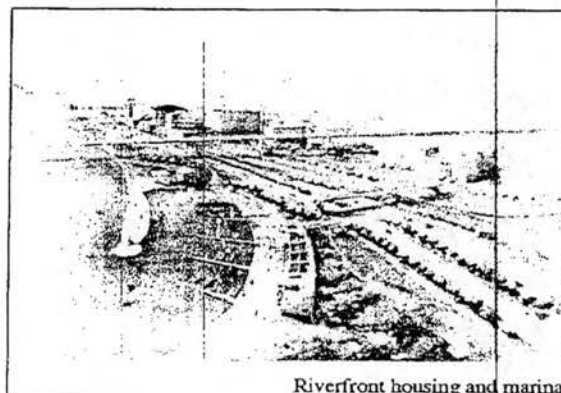
- Redevelop Depot as a multi-modal transportation terminal for Amtrak, LRT, commuter rail, buses
- Help to relieve congestion, give people more choices in transportation, and make downtown more accessible
- Help create jobs making it a more attractive place in which to live, and doubling the downtown population
- Help to manage regional growth
- Generate more than a billion dollars investment, and broaden tax base



New multi-modal station and services

Housing Agenda

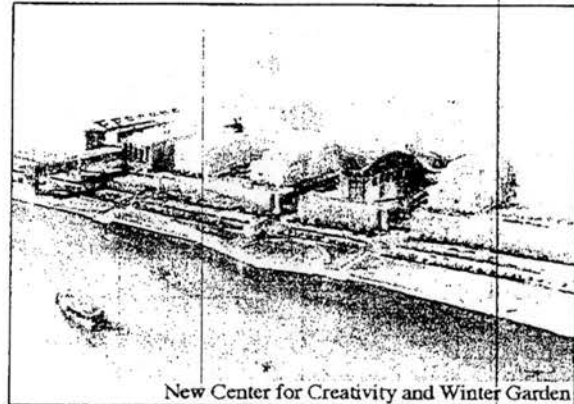
- Extend housing success to riverfront, by adding 1000 to 2000 housing units
- Create more amenities—marina, winter garden, riverfront promenade, restaurants, cafes
- Maintain the same level of affordable housing as in Lowertown today



Riverfront housing and marina

Creative Community Agenda

- Add more artist housing
- Create spaces for performances and exhibits
- Support art crawls, noon time concerts and other events
- Collaborate with others to create more public arts
- Avoid displacement of artists & others of the 'creative class'



New Center for Creativity and Winter Garden

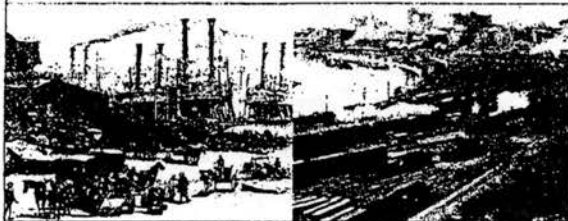
Sanctuary Agenda

- Extend trails to Lowertown now and riverfront later
- Complete the site reclamation program, and exploring interpretation program
- Raise additional \$5 million to complete the Sanctuary plan
- Develop sustainable housing next to the Sanctuary



Bruce Vento Natural Sanctuary

Let the past serve the present and
inspire the future



Thank You

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

2

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. L. Longhenry
Authorized Signature

10/5/04
Date

Board Action Requested

Ratify Partial Payments Nos. 7 and 8 in the amount of \$12,793.75 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending August 2004.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Accounts Payable forms and Partial Payments Nos. 7 and 8
3. Goff and Howard, Inc. Invoice Nos. 8793(7) and 8912(8) and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 12, 2004

Board Date

Kristine A. Longhenry
Signature

October 5, 2004

Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Goff and Howard, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Goff and Howard, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through August 2004; and

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

WHEREAS, Goff and Howard, Inc. Invoice No. 8793, Partial Payment No. 7 in the amount of \$6,986.25 and Invoice No. 8912, Partial Payment No. 8 in the amount of \$5,807.50 attachments thereto, provide the correct documentation of payments due Goff and Howard, Inc. through August 2004; Now, Therefore Be It

RESOLVED, Payment to Goff and Howard, Inc. in the amount of \$12,793.75 for services rendered through August 2004, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary

2

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000100299
KELLY SERVICES INC.
3900 NORTHWOODS DR SUITE 100
ARDEN HILLS MN 55112
United States

Purchase Order	Date	Revision	Page
RRA - 0000000373	03/08/2004		1
Payment Terms	Freight Terms		Ship Via
Due Now	Origin PPD Allowed		US MAIL
From Date	To Date		
Buyer: RRA		Currency Code:	USD

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt?	N	Tax Exempt ID:						
Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date	
1 - 1		Employment Services	1.00	EA	7,500.00	7,500.00	03/08/2004	
					Tax Code: MN	487.50		
					Schedule Total	7,987.50		

Mfg ID

Item Total 961300000 7,987.50

Clerical services

Total PO Amount 7,987.50

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

3

off and Howard, Inc. - Central Corridor Transit Study - Phase 2

Period of Service	Invoice #1 January-04	Invoice #2 February-04	Invoice #3 March-04	Invoice #4 May-04	Invoice #5 June-04
LABOR	\$2,242.50	\$3,967.50	\$13,800.00	\$10,350.00	\$14,403.75
DIRECT COSTS	\$0.00	\$0.00	\$93.92	\$2,704.32	\$248.50
ADJUSTMENTS	\$0.00	\$0.00	\$310.51	\$0.00	\$0.00
TOTAL INVOICE	\$2,242.50	\$3,967.50	\$14,204.43	\$13,054.32	\$14,652.25
RETAINAGE (0%)	\$112.13	\$198.38	\$0.00	\$0.00	\$0.00
NET PAY INVOICE	\$2,130.38	\$3,769.13	\$14,204.43	\$13,054.32	\$14,652.25
Subcontractors:					
Davis Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CJ Olson	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pata Pata, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DBE's					
CJ Olson	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pata Pata, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total DBE's	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DBE% Total Contract	0.00%	0.00%	0.00%	0.00%	0.00%
Amount spent on contract	\$2,130.38	\$5,899.51	\$20,103.94	\$33,158.26	\$47,810.51
Balance of contract	\$197,869.62	\$194,100.50	\$179,896.07	\$166,841.75	\$152,189.50
% FTA Share	\$1,704.30	\$4,719.60	\$16,083.15	\$26,526.60	\$38,248.40

Invoice #6 July-04	Invoice #7 April-04
\$6,066.25	\$6,986.25
\$188.08	\$0.00
\$0.00	\$0.00
\$6,254.33	\$6,986.25
\$0.00	\$0.00
\$6,254.33	\$6,986.25
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
0.00%	0.00%
\$54,064.84	\$61,051.09
\$145,935.17	\$138,948.92
\$43,251.87	\$48,840.87

GOFF & HOWARD INC.

255 E. Kellogg Boulevard, Suite 102, St. Paul, MN 55101

Public Relations/Public Affairs

Phone (651) 292-8062

Fax (651) 292-8091

INVOICE #8793

April 30, 2004

Mr. Steve Morris
Ramsey County Regional Rail Authority
Suite 665, Ramsey County Government Center – West
50 West Kellogg Blvd.
St. Paul, MN 55102

APRIL, 2004

174-001 – Meetings/Strategy

Agency Time \$ 1,293.75

174-002 – Materials

Agency Time 1,667.50

174-005 – Outreach Meetings

Agency Time 1,006.25

174-006 – Powerpoint Presentation (Sue Haigh)

Agency Time 833.75

174-007 – Web Site Review/Updates

Agency Time 1,811.25

174-008 – Mailing List Updates

Agency Time 373.75

Total Due \$ 6,986.25

6

Job Number	Date	Hours	Employee	Description
174-001	4/1/2004	1.50	Lynda Chilstrom	Review plan, compare with timeline and conference call notes
174-001	4/1/2004	1.00	Mike Zipko	Meeting with Dennis Egan
174-001	4/5/2004	1.00	Lynda Chilstrom	Project management, update Kris
174-001	4/5/2004	0.50	Kris Amundson	Review light rail articles, update from Lynda on Ted meeting
174-001	4/7/2004	1.00	Ted Davis	Survey meeting with CJ Olson
174-001	4/14/2004	0.75	Ted Davis	Team meeting
174-001	4/14/2004	1.00	Lynda Chilstrom	Project management
174-001	4/21/2004	0.50	Jodi Saari	News clips
174-001	4/27/2004	0.25	Lynda Chilstrom	Update Kris on project management
174-001	4/27/2004	0.25	Kris Amundson	Lynda regarding project management
174-001	4/28/2004	0.25	Lynda Chilstrom	Updates to Kris on status of projects
174-001	4/28/2004	1.00	Lynda Chilstrom	Kris regarding upcoming meeting and project management items
174-001	4/28/2004	2.25	Kris Amundson	Lynda regarding status of projects; team conference call; Met Council contact regarding DBE reporting
		11.25		
174-002	4/8/2004	0.50	Lynda Chilstrom	Call to designer regarding template project work
174-002	4/13/2004	2.50	Ted Davis	Briefing paper draft
174-002	4/13/2004	1.00	Lynda Chilstrom	Meeting with designer regarding display, fact sheet and newsletter templates
174-002	4/14/2004	2.25	Ted Davis	Briefing paper draft and edits
174-002	4/15/2004	0.75	Lynda Chilstrom	Coordinate edit and then proof briefing paper; submit back to Ted
174-002	4/15/2004	1.00	Tricia Nissen	Editing briefing paper copy
174-002	4/19/2004	0.75	Lynda Chilstrom	Review fact sheet and newsletter template layouts and e-mail pdfs to Ted for his review
174-002	4/20/2004	0.25	Ted Davis	Template review
174-002	4/20/2004	0.50	Lynda Chilstrom	Ted regarding fact sheet and newsletter templates, relay edits to Julia
174-002	4/21/2004	0.50	Lynda Chilstrom	Review revised fact sheet template, and relay edits to Julia
174-002	4/21/2004	0.25	Tricia Nissen	Fact sheet proof
174-002	4/22/2004	0.75	Lynda Chilstrom	Review template materials
174-002	4/23/2004	0.25	Lynda Chilstrom	Checking status of materials and deadlines
174-002	4/28/2004	0.75	Lynda Chilstrom	Review templates for display, make copies for Kris and forward to Ted
174-002	4/28/2004	0.75	Lynda Chilstrom	Display option designer coordination, draft and send e-mail with display samples to Steve Morris for Ted
174-002	4/29/2004	1.75	Ted Davis	Material production review
		14.50		
174-005	4/1/2004	1.50	Ted Davis	Kou Vang Meeting
174-005	4/5/2004	1.00	Ted Davis	Meeting with PED staff
174-005	4/22/2004	2.50	Ted Davis	Meeting with Midway Chamber leadership
174-005	4/22/2004	1.75	Ted Davis	Summit University Chamber meeting

Date _____

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000030752
GOFF AND HOWARD INC
255 E KELLOGG BLVD STE 102
ST PAUL MN 55101
United States

Purchase Order	Date	Revision	Page
RRA - 0000000385	04/06/2004		1
Payment Terms	Freight Terms		Ship Via
Due Now	Origin PPD Allowed		US MAIL
From Date	To Date		
Buyer: RRA		Currency Code:	USD

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt? Y Tax Exempt ID: 9999999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Central Corridor Project	1.00	EA	200,000.00	200,000.00	04/06/2004
		Design				200,000.00	
					Schedule Total	200,000.00	

Mfg ID

Item Total 200,000.00

Total PO Amount 200,000.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

9

Goff and Howard, Inc. - Central Corridor Transit Study - Phase 2

Period of Service	Invoice #1 January-04	Invoice #2 February-04	Invoice #3 March-04	Invoice #4 May-04	Invoice #5 June-04	Invoice #6 July-04	Invoice #7 April-04
LABOR	\$2,242.50	\$3,967.50	\$13,800.00	\$10,350.00	\$14,403.75	\$6,066.25	\$6,986.25
DIRECT COSTS	\$0.00	\$0.00	\$93.92	\$2,704.32	\$248.50	\$188.08	\$0.00
ADJUSTMENTS	\$0.00	\$0.00	\$310.51	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL INVOICE	\$2,242.50	\$3,967.50	\$14,204.43	\$13,054.32	\$14,652.25	\$6,254.33	\$6,986.25
RETAINAGE (0%)	\$112.13	\$198.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
NET PAY INVOICE	\$2,130.38	\$3,769.13	\$14,204.43	\$13,054.32	\$14,652.25	\$6,254.33	\$6,986.25
Subcontractors:							
Davis Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
CJ Olson	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pata Pata, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DBE's							
CJ Olson	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Pata Pata, Inc.	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total DBE's	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DBE% Total Contract	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Amount spent on contract	\$2,130.38	\$5,899.51	\$20,103.94	\$33,158.26	\$47,810.51	\$54,064.84	\$61,051.09
Balance of contract	\$197,869.62	\$194,100.50	\$179,896.07	\$166,841.75	\$152,189.50	\$145,935.17	\$138,948.92
80% FTA Share	\$1,704.30	\$4,719.60	\$16,083.15	\$26,526.60	\$38,248.40	\$43,251.87	\$48,840.87

9/23/2004

Goff and Howard Invoice Audit - Phase 2

Invoice #8
August-04
\$5,807.50
\$0.00
\$0.00
\$5,807.50
\$0.00
\$5,807.50
\$0.00
\$0.00
\$0.00
.
\$0.00
\$0.00
\$0.00
0.00%
\$66,858.59
\$133,141.42
\$53,486.87

Phone (651) 292-8062
Fax (651) 292-8091

INVOICE #8912

August 31, 2004

Mr. Steve Morris
Ramsey County Regional Rail Authority
Suite 665, Ramsey County Government Center – West
50 West Kellogg Blvd.
St. Paul, MN 55102

AUGUST, 2004

174-001 – Meetings/Strategy

Agency Time \$ 1,638.75

174-005 – Outreach Meetings

Agency Time 316.25

174-012 – Asian Outreach Plan

Agency Time 2,932.50

174-011 – Traveling Display Site Coordination

Agency Time 920.00

Total Due \$ 5,807.50

OK
[Signature]

Job Nbr	Name	Date	Time	Description
174-001	Kris	8/2/04	0.25	Meeting updates to Lynda
174-001	Lynda	8/2/04	0.25	Meeting updates from Kris
174-001	Lynda	8/4/04	0.25	Ted re project status
174-001	Ted	8/4/04	0.25	Lynda re project status
174-001	Kris	8/5/04	0.50	Lynda regarding project status
174-001	Lynda	8/5/04	0.50	Kris regarding project status
174-001	Ginger	8/6/04	0.25	Media coverage monitoring
174-001	Jodi	8/9/04	0.25	Media coverage monitoring
174-001	Lynda	8/11/04	0.50	Status updates to Kris and Ted
174-001	Ted	8/13/04	4.00	Engineering consultants workshop report meeting
174-001	Kris	8/15/04	0.25	Lynda re project status and next steps
174-001	Lynda	8/15/04	0.25	Kris re project status and next steps
174-001	Kris	8/18/04	0.25	Conference call
174-001	Lynda	8/18/04	0.50	Preparing for meeting with Ted and Kris on account status
174-001	Kris	8/19/04	1.75	Prep for and planning meeting with Ted and Lynda
174-001	Lynda	8/19/04	1.25	Meeting with Kris and Ted on deliverables; updates to tracking sheet
174-001	Ted	8/19/04	1.25	Planning meeting with Kris and Lynda
174-001	Lynda	8/20/04	0.50	Account management
174-001	Kris	8/24/04	0.75	Account management; call with Steve; Ted re to dos
174-001	Kris	8/25/04	0.50	Steve Morris call; DEIS update; work review
			14.25	
174-005	Kris	8/18/04	1.00	Dennis Egan meeting
174-005	Ted	8/18/04	1.00	Meeting with Dennis Egan/CCP
174-005	Lynda	8/20/04	0.75	Updating meeting matrix and send to Ted
			2.75	
174-012	Kris	8/2/04	0.75	Outreach calls - Lee, Thao; strategy with Ted
174-012	Kris	8/4/04	1.75	Mongsheer Lu meeting; Urban Academy meeting; Ted re Ong Thao
174-012	Lynda	8/4/04	0.50	Review new material for plan
174-012	Kris	8/11/04	5.00	Outreach plan research, additions and review
174-012	Lynda	8/11/04	0.25	Kris regarding status of plan
174-012	Ted	8/11/04	1.25	Plan review and revisions
174-012	Kris	8/12/04	0.25	Moua; Louanne feedback for plan
174-012	Kris	8/12/04	0.75	Additions to plan
174-012	Tricia	8/12/04	1.25	Edited plan, made revisions
174-012	Lynda	8/13/04	1.25	Proofed plan and made changes; sent to client

3

Date _____

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Metropolitan Council for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Metropolitan Council has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through August 20, 2004; and

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

WHEREAS, Metropolitan Council Invoice No. NCV-3184, Partial Payment No. 2, in the amount of \$14,912.02 attachments thereto, provide the correct documentation of payments due Metropolitan Council through August 20, 2004; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$14,912.02 for services rendered through August 20, 2004, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary

2

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000002054
METROPOLITAN COUNCIL
MEARS PARK CENTRE
230 E FIFTH ST
ST PAUL MN 55101
United States

Purchase Order	Date	Revision	Page
RRA - 0000000405	08/17/2004		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt? Y Tax Exempt ID: 999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Central Corridor Project	1.00	EA	195,000.00	195,000.00	08/17/2004
		Consulting					
Schedule Total						195,000.00	

Mfg ID

Item Total 195,000.00

Total PO Amount 195,000.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

3

INVOICE

Please Remit To:

Metro Transit
Accounts Receivable
560-6th Avenue North
Minneapolis, MN 55411-4398

Page: 1
Invoice No: NCV-3184
Invoice Date: 08/31/2004
Customer Number: RAMREG
Payment Terms: Due 30 dys
Due Date: 09/30/2004

Customer:

RAMSEY CO. REGIONAL RR AUTHORITY
ATTN: KATHRYN DESPIEGELAERE
50 W. Kellogg Blvd. Suite 560
St. Paul, MN 55102

AMOUNT DUE: \$ 14,912.02

\$ _____
Amount Remitted

Please detach top portion of invoice and remit with payment. Please include invoice number on check.

For billing questions, please call (612) 349-7734

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1		CONSULTING SE	Central Corridor Project AUGUST, 2004	30.50	HR	125.00	3,812.50
			Reimbursement due to Metro Transit for Zan Associates consulting services and Stephen L Morris' salary and fringe benefits per attached detail				
2		LOCAL GOV'T A	7/24-8/20/04 Fringe Benefits	7,399.68	EA	0.50	3,699.84
3		LOCAL GOV'T A	7/24/04-8/20/04 Salary Expen	1.00	EA	7,399.68	7,399.68
SUBTOTAL:							14,912.02
TOTAL AMOUNT DUE :							\$ 14,912.02

YTD Hours Per Acct Per Person

Name	ACCT	FUND	ORG	PRG	SPGM	PROJ	Hours	Amount	Acct Code	Pay Period End	Reg Earns	' '	COUNT(*)	F/P Time
Morris, Stephen L	2120	702	09999	099	0999	09999	4	184.99	212070209999099099909999	8/6/2004	REG	ANL	1	F
Morris, Stephen L	5003	702	41520	877	0999	56901	76	3,514.85	500370241520877099956901	8/6/2004	REG	REG	1	F
Morris, Stephen L	5003	702	41520	877	0999	56901	80	3,699.84	500370241520877099956901	8/20/2004	REG	REG	1	F
							160	7,399.68						

5

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

4

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Longhney
Authorized Signature

10/5/04
Date

Board Action Requested

Report on California rail station meetings.

DISCUSSION ONLY

Request Justification

A report of meetings will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 12, 2004

Board Date

Kristine A. Longhney
Signature

October 5, 2004

Date

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

5

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

10/5/04
Date

Board Action Requested

Terminate Agreements LNE003, LNE005, LNE006, LNE007, PNE020, and PNE062 with Xcel Energy; authorize the Director to sign the letter terminating the agreements; and authorize staff to negotiate with Xcel Energy new permits with rents consistent with past rent increases.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K. DeSpiegelaere dated 10/6/04
 - 3) Copy of letter sent to Xcel Energy, dated 3/24/03
 - 4) Copy of letter sent to Xcel Energy, dated 3/29/04
 - 5) Xcel Energy Leases and Permits table
 - 6) Copy of letter sent from Xcel Energy, dated 9/17/04
 - 7) Copy of memorandum sent from D. MacMillan, dated 9/21/04
 - 8) Copies of Agreements LNE003, LNE005, LNE006, LNE007, PNE020 and PNE062

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 12, 2004

Board Date

Kristine A. Longhney
Signature

October 5, 2004
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 from Burlington Northern (BN); and

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

WHEREAS, The Ramsey County Regional Railroad Authority inherited from BN Agreements LNE003, LNE005, LNE006, LNE007, and PNE020; and executed Agreement PNE062 with Xcel Energy for several electric lines and an electric pole in St. Paul and in Maplewood; and

WHEREAS, Xcel Energy has not paid 2002 rent and has paid portions but not all of 2003 and 2004 rent; Now, Therefore Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority provides written notice to Xcel Energy to terminate Agreements LNE003, LNE005, LNE006, LNE007, PNE020 by November 30, 2004; Now, Therefore Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority provides written notice to Xcel Energy to terminate Agreement PNE062 by April 30, 2005; Now, Therefore Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority (RCRRA) authorizes the Director to sign letters terminating Agreements LNE003, LNE005, LNE006, LNE007, PNE020, and PNE062; and Be It Further

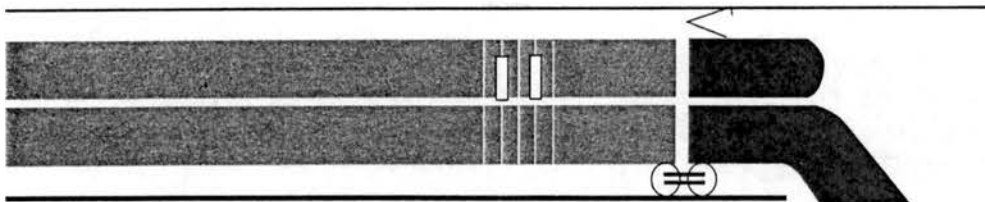
RESOLVED, That RCRRA staff is authorized to negotiate new rents with Xcel Energy consistent with 2003 and 2004 letters sent to Xcel Energy.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Ramsey County Regional Railroad Authority

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

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Terminate Agreements LNE003, LNE005, LNE006, LNE007, PNE020,
and PNE062 with Xcel Energy; authorize the Director to sign the letter
terminating the agreements; and authorize staff to negotiate with Xcel
Energy new permits with rents consistent with past rent invoices

Date: October 6, 2004

Purpose:

The purpose of this memorandum is to inform Ramsey County Regional Railroad Authority (RCRRA) Commissioners about an issue relating to Xcel Energy permits along RCRRA right of way in Maplewood and St. Paul. Xcel has refused to pay 2002 rent and portions of permit fees along RCRRA right of way that were requested in 2003 and 2004.

Background:

When the Northeast Corridor right of way was acquired by RCRRA from Burlington Northern (BN) Railroad in 1992, agreements were transferred to RCRRA. Five of these agreements, some of which date back to the 1930's, were with NSP, now Xcel Energy. Another was executed by RCRRA with Xcel.

RCRRA began invoicing agreement holders for rent soon after the files were transferred to RCRRA. In some instances, RCRRA increased the rent from that paid to BN. In 2002, RCRRA staff analyzed rents for existing agreements and because rents had not been increased since 1994, RCRRA staff sent notices increasing rents 10% for 2003 and notified permittees that rents would be increased three percent per year thereafter through 2010. (Attachment 1).

Current issue:

Xcel did not pay any rent in 2002.

Xcel paid the 1994 rate, not the billed rent, in 2003. Xcel staff stated by phone that they would not pay the increased rent and requested that the annual rent be converted to a one-time payment. RCRRA staff did not agree to the request.

In March, 2004, RCRRA staff invoiced Xcel for rent due in 2004 (Attachment 2) and past rent due from 2002 and 2003. This amount totaled \$3,892.14. Subsequent written requests were sent in May and August. On September 30, 2004 a check was received from Xcel for \$1,743 which paid a portion of rent for 2004. The total owed by Xcel is \$2,149.14. (Attachment 3)

RCRRA received a letter from Xcel disputing the rent in September, 2004 (Attachment 4). Xcel's position is that the agreements do not allow for a unilateral increase in fees. David MacMillan, Ramsey County Attorney, has offered information about this issue (Attachment 5). Mr. MacMillan indicated that RCRRA can cancel the permits and enter into new agreements with Xcel.

Xcel permits with RCRRA are listed below. All of them have cancellation clauses, ranging from 30 days to six months.

The following is a summary of the agreements:

LNE003

Electric line from Kellogg Boulevard to East Fourth Street in St. Paul

Rent: \$154.00/year

Cancellation notice: two months

LNE005

Electric line and poles from Maryland Avenue to Atlantic Avenue in St. Paul

Rent: \$1,325.00/year

Cancellation notice: two months

LNE006

Electric line at the east side of the right of way north of Frost in Maplewood

Rent: \$105.00/year

Cancellation notice: two months

LNE007

Electric line at Newcomb Street in St. Paul

Rent: \$65.00/year

Cancellation notice: two months

PNE020

Electric line west of Earl Street in St. Paul

Rent: \$63.00/year

Cancellation notice: thirty days

PNE062

Electric line at Greenbriar in St. Paul

Rent: \$45.00/year

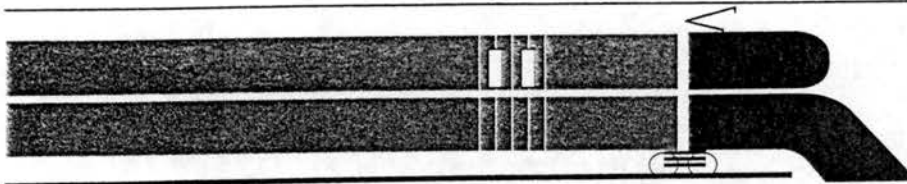
Cancellation notice: six months

Xcel is the only entity that has permits from RCRRA that has not paid its permitting fee. Note that the fees requested of Xcel are far less than the cost of administering the permits and renegotiating them.

Copies of all agreements are included as Attachment 6.

Recommendation:

- (1) Authorize Director to sign letter to Xcel terminating agreements with Xcel.
- (2) Authorize RCRRA staff to negotiate new agreements with Xcel consistent with rent proposed in 2004 letter to Xcel, including rents not paid for previous years.



Ramsey County Regional Railroad Authority

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

March 24, 2003

Xcel Energy
414 Nicollet Mall
Minneapolis, MN 55401
ATTN: Scott Johnson

RE: LNE 003
Electric Line
Kellogg Boulevard to East Fourth Street, St. Paul

LNE 005
Electric Line and Poles
Maryland Avenue to Atlantic Avenue, St. Paul

LNE 006
Electric Line
East Side ROW North of Frost, Maplewood

LNE 007
Electric Line
Newcomb Street, St. Paul

PNE 020
Electric Line
West of Earl Street, St. Paul

PNE 062
Electric Line
Greenbriar Street, Extended, St. Paul

Dear Mr. Johnson:

Ramsey County Regional Rail Authority (RCRRA) records indicate that the current rental rates were established in 1994 and have not been increased since. The current rental rates no longer reflect a fair market value of the real estate asset.

Accordingly, effective January 1, 2003, the annual rental for these licenses and permits shall be as follows:

License or Permit	YEAR							
	2003	2004	2005	2006	2007	2008	2009	2010
LNE 003	\$154.00	\$158.62	\$163.38	\$168.28	\$173.33	\$178.53	\$183.88	\$189.40
LNE 005	1457.50	1501.23	1546.26	1592.65	1640.43	1689.64	1740.33	1792.54
LNE 006	115.50	118.97	122.53	126.21	130.00	133.90	137.91	142.05
LNE 007	71.50	73.65	75.85	78.13	80.47	82.89	85.37	87.94
PNE 020	63.30	71.38	73.52	75.73	78.00	80.34	82.75	85.23
PNE 062	49.50	50.99	52.51	54.09	55.71	57.38	59.11	60.88

The above table reflects a 10% rent increase for the year 2003 and a 3% rent increase for each year thereafter.

This letter will serve as a supplement to the license and will remain in effect except as hereby amended.

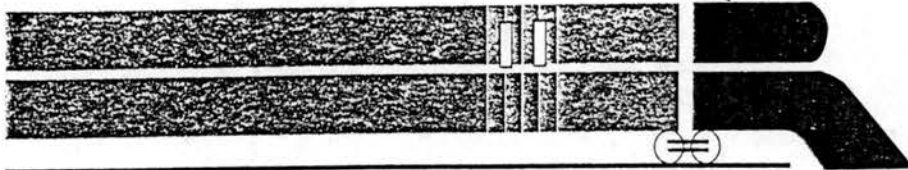
Also, we have not received payment for the above licenses and permits for the year 2002. Invoices for 2002 and 2003 are enclosed.

Sincerely,

Kathryn DeSpiegelaere

Kathryn DeSpiegelaere
Director

Enclosures



Ramsey County Regional Railroad Authority

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

March 29, 2004

Xcel Energy
414 Nicollet Mall
Minneapolis, MN 55401
ATTN: Scott Johnson

RE: LNE 003
Electric Line
Kellogg Boulevard to East Fourth Street, St. Paul

LNE 005
Electric Line and Poles
Maryland Avenue to Atlantic Avenue, St. Paul

LNE 006
Electric Line
East Side ROW North of Frost, Maplewood

LNE 007
Electric Line
Newcomb Street, St. Paul

PNE 020
Electric Line
West of Earl Street, St. Paul

PNE 062
Electric Line
Greenbriar Street, Extended, St. Paul

Dear Mr. Johnson:

Ramsey County Regional Rail Authority (RCRRA) records indicate that the rental rates were established in 1994 and have not been increased since. The current rental rates no longer reflect a fair market value of the real estate asset.

Accordingly, effective January 1, 2003, the annual rental for these licenses and permits shall be as follows:

License or Permit	YEAR							
	2003	2004	2005	2006	2007	2008	2009	2010
LNE 003	\$154.00	\$158.62	\$163.38	\$168.28	\$173.33	\$178.53	\$183.88	\$189.40
LNE 005	1457.50	1501.23	1546.26	1592.65	1640.43	1689.64	1740.33	1792.54
LNE 006	115.50	118.97	122.53	126.21	130.00	133.90	137.91	142.05
LNE 007	71.50	73.65	75.85	78.13	80.47	82.89	85.37	87.94
PNE 020	69.30	71.38	73.52	75.73	78.00	80.34	82.75	85.23
PNE 062	49.50	50.99	52.51	54.09	55.71	57.38	59.11	60.88

The above table reflects a 10% rent increase for the year 2003 and a 3% rent increase for each year thereafter.

This letter will serve as a supplement to the license and will remain in effect except as hereby amended.

Also, we have not received payment for the above licenses and permits for the year 2002, and part of 2003. Invoices for 2002, part of 2003, and 2004 are enclosed. The amount owed is \$1,743.00 for 2002, \$174.30 on LNE 005 for 2003, and \$1,974.84 for 2004; a total of \$3,892.14.

Sincerely,



Kathryn DeSpiegelaere
Director

Enclosures

Xcel Energy - Leases and Permits

	Amount Billed	Amount Paid	Amount Due to RCRRA
2002	\$1,743.00	\$0.00	\$1,743.00
2003	\$1,917.30	\$1,743.00	\$174.30
2004	\$1,974.84	\$1,743.00	\$231.84
Total	\$5,635.14	\$3,486.00	\$2,149.14

Attachment No. 6



414 Nicollet Mall
Minneapolis, Minnesota 55401-1993

September 17, 2004

*Delivered via fax
To Alicia Vap:
Original Mailed*

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

Re: Invoices for LIN003; LNE005; LNE006; LNE007; PNE020; and PNE062

Dear Ms. DeSpiegelaere:

We have received your letters dated May 26, 2004 and March 29, 2004, regarding the invoices for the above-noted electrical facility permits. I would like to express Xcel Energy's position in response to the RCRRA's notification to increase the permit fees.

Your March 29, 2004 letter indicates that the invoices reflect a ten percent fee increase for the year of 2003, with a three percent fee increase for each subsequent year. It appears from your letter that the RCRRA is seeking to unilaterally impose an increase in the permit fees based upon its assertion of an increase of the fair market value of the real estate asset.

It is Xcel Energy's position that none of the permits at issue, whether negotiated by NSP and the RCRRA or its predecessor railroad, allowed for the unilateral increase in fees by the lessor. In the past when Xcel Energy has agreed to fee increases on railroad permits, they were increased through bilateral agreement. If you have any information that supports the RCRRA's position that it may unilaterally increase permit fees under the original permits, I would ask that you please provide it to me for our company's review.

With respect to PNE062, we suspect that the RCRRA will contend that it has the right to adjust the consideration for the permit "as conditions warrant." Even if the RCRRA has an enforceable right to adjust the fee under that permit (and Xcel Energy does not concede that point), the RCRRA certainly does not have the right to adjust the fee in an arbitrary manner. Rather, the RCRRA must establish that the fee increase is justified. In this case, the notification by the RCRRA that the permit fees will be increased to reflect fair market value does not provide justification for an increase in the permit fee.

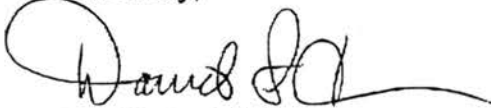
10

Kathryn DeSpiegelaere
September 17, 2004
Page 2

Public utilities are required to value purchased right of way assets by determining the diminution of the value to the underlying fee parcel due to its encumbrance by the right of way. An increase in the value of the underlying property is not a condition that can be translated into a change in the diminished value, or permit fee. To the contrary, it appears that the value of the underlying parcel is increasing in step with general real estate prices notwithstanding the permit encumbrance. To adjust the permit fee, the RCRRA must demonstrate a change in the diminution of the property value attributable to the encumbrance by the permit.

Xcel Energy always is willing to work with the RCRRA to resolve these issues. We cannot, however, agree to pay fees that are not justified or appropriate. If you have any questions regarding this matter, please feel free to contact me at 612/330-5951.

Sincerely,



David G. Callahan
Senior Team Lead,
Siting & Land Rights

cc. Colette Jurek
Kerry Koep

OFFICE OF THE RAMSEY COUNTY ATTORNEY

Susan Gaertner, County Attorney

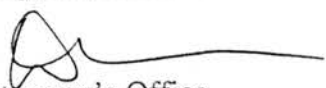
50 West Kellogg Boulevard, Suite 560 • St. Paul, Minnesota 55102-1556
Telephone (651) 266-3222 • Fax (651) 266-3032



Civil Division

MEMORANDUM

TO: Ramsey County Regional Railroad Authority

FROM: David MacMillan 
Ramsey County Attorney's Office
(651) 266-3121

DATE: September 21, 2004

SUBJECT: Xcel Energy Permits

I have reviewed the September 17, 2004, letter from David Callahan of Xcel Energy Company regarding Xcel's opposition to the RCRRA's fee increase for licenses LNE003, LNE005, LNE006, LNE007, PNE020 and PNE062. I have also reviewed the original agreements and any amendments in our files.

All of these agreements except PNE062 were negotiated between the BNSFRR or its predecessors and Xcel using the railroad form license agreement. All were negotiated initially between 1931 and 1949. PNE062 was granted by the RCRRA in 1998.

In the railroad agreements, the language states an annual fee as consideration for the grant of the license. These licenses do not contain any language governing fee increases and how they are to be effectuated. As a matter of contractual law, absent a fee increase clause the original (or any subsequently negotiated) fee is the fee which must be charged and cannot be unilaterally raised by the RCRRA.

While this is a matter of contractual construction, the parties are free at any time to negotiate a new fee structure. Our files indicate that at least for some of these permits fees were re-negotiated between the railroad and Xcel/NSP, and were not unilaterally imposed by the railroad.

These permits between the railroad and Xcel all are subject to cancellation or thirty or sixty day notice to Xcel. If the RCRRA wishes to use an automatic fee increase, or a unilaterally imposed fee increase, it should cancel the existing permits and negotiate new ones which include negotiated escalation language.

The permit PNE062 does permit the RCRRA to "adjust the fee" as conditions warrant. Adjustment surely includes increase, and whether or not conditions warrant an increase an increase appears to be in dispute.

In summary, with respect to unilateral increase in fees, I do not believe that except for PNE062 the RCRRA can unilaterally raise the fee, but must negotiate a new fee whenever it wishes to raise the fee. Clearly, a better solution to negotiating fees each year is to cancel the old licenses and enter into new agreements.

Xcel has also questioned whether under PNE062 the language allowing fee adjustment "as conditions warrant" permits a unilateral raising of the fee. The RCRRA has increased the fee to reflect an increase in the fair market value of the property. It is my opinion that an increase in market value is sufficient change of conditions to warrant raising the fee. This fee should be looked upon as rent for the property, and rent is a form of return on investment. Thus if the value of the investment increases, the return (rent) on the investment also should increase.

Xcel's analysis that their fee should be based on diminution in value of the underlying fee parcel is wrong on two counts.

First, diminution in value is a concept more appropriately applied to one-time charges for acquisition of permanent rights to a portion of the fee, such as acquisition of a permanent easement, and is not applicable to an annual rental payment.

Second, Xcel's letter seems to assume that diminution in value should be measured from the time the license first was entered into. Thus, under Xcel's reasoning, the test should be the diminution in value from the 1998 value.

This logic was good for lease payments in 1998, but Xcel is using the property in 2004; therefore, if we are to apply a diminution of value for the 2004 payment, we must look at 2004 values of the underlying fee.

In any case, the "diminution of value" method of calculating the fee is simply not applicable in these cases.

In summary, it is appropriate that new licenses and fees be negotiated between Xcel and RCRRA for those old railroad permits. As a practical matter, even though PNE062 has a longer (six month) cancellation period, it should probably be added as well.

Please note that when Ramsey County acquires temporary licenses on property use during road construction (these are often called "slope easements" or "temporary easements", and are actually licenses or permits), it compensates the landowners on the basis of a rental theory, rather than diminished value.

AGREEMENT made this 12th day of November, 1948 between
NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called First Party, and NORTHERN STATES POWER COMPANY, a Minnesota corporation, hereinafter called Second Party.

WHEREAS, the First Party permits the Second Party under numerous existing instruments, made from time to time in the past, to construct, maintain and operate on the property of the First Party electric supply lines either on the poles of the First Party or on poles owned by the Second Party at rates of rental particularly set forth in each instrument, and

WHEREAS, the First Party has revised its annual rental rates for such occupancies of its property in accordance with the schedule hereto attached and made a part hereof.

NOW, THEREFORE, in consideration for the continued maintenance and operation of said lines of the Second Party upon the property of the First Party, it is agreed that:

I

On the first day of January, 1949, the rental rates in the attached schedule shall be effective.

II

Until further notice the applicable rate or rates as derived from said schedule shall be substituted in lieu of the rate or rates as they now appear in said instruments now in effect between the parties.

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

NORTHERN PACIFIC RAILWAY COMPANY

By J. E. Thomas
Industrial Agent

NORTHERN STATES POWER COMPANY

By J. H. Sargent
Manager Land & Tax Department

Original filed with
Lease No. 61500

SUPPLEMENT TO LICENSE NO. 48937

BY MUTUAL AGREEMENT the description in that certain license numbered 48937 and dated March 1, 1931, issued to NORTHERN STATES POWER COMPANY by NORTHERN PACIFIC RAILWAY COMPANY authorizing the construction and maintenance of an electric line on said Railway Company's Commercial Street Yard property in the City of St. Paul, Minnesota, is hereby amended to read as follows:

Beginning at a point near the southerly corner of the Railway Company's boiler house as now constructed; thence northwesterly to a point at or near the produced most southwesterly line of said boiler house and 45 feet, more or less, northwesterly, measured at right angles, from the produced most northwesterly line of said boiler house; thence northeasterly approximately parallel with said most northwesterly line and said production thereof 40 feet, more or less; thence in a northwesterly and northerly direction to a point in the southeasterly line of East Fourth Street distant 70 feet, more or less, northeasterly, measured along said street line, from the center line of the Railway Company's most northeasterly track as now constructed across said street.

All other terms and conditions of said license shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed these presents this 12th day of January, 1942.

In Presence of,

Paul Grant

NORTHERN PACIFIC RAILWAY COMPANY

By J. E. Thomas
Industrial Agent

NORTHERN STATES POWER COMPANY

By J. H. Sargent
Licensee

Manager
Land & Tax Department

COPY

Northern Pacific Ry. Co.
Doc. 17897
Office of Ass't Sec'y

WITNESSETH: THIS AGREEMENT, Made this 1st day of August, 1941, by and between Northern Pacific Railway Company, a Wisconsin corporation, hereinafter called "Railway Company," and the City of Saint Paul, a municipal corporation of the County of Ramsey, State of Minnesota, hereinafter called the "City":

The Railway Company and the City, in consideration of the covenants hereinafter set forth, and other good and valuable consideration to each in hand paid by the other, the receipt and sufficiency whereof is hereby acknowledged, do hereby agree, covenant and bind themselves to each other in the manner following, to-wit:

1. That the Railway Company shall forthwith, at its own separate cost and expense, furnish all necessary labor and material therefor and install air traffic obstruction lights of a type approved by the Civil Aeronautics Authority of the United States Department of Commerce, upon said Company's commissary power plant chimney, approximately 157 feet in height, measured from the ground surface, located north of and adjacent to the Saint Paul Municipal Airport at a point between the north bank of the Mississippi River and the Kellogg Boulevard Viaduct in the City of Saint Paul.
2. The Railway Company shall install said equipment at a point or points upon said chimney approved by said Authority.
3. That upon the installation of said equipment, the same shall become and be the sole and separate property of the City.
4. That the City shall continuously thereafter and while said chimney shall be maintained at said location, supply all electric current necessary for the illumination of said obstruction lights, from one-half hour after sunset to one-half hour before sunrise each day, and at all other times when there shall not be sufficient natural light to render said chimney clearly discernible from a distance of 500 feet.

That the Railway Company shall, upon presentation to it by the City of itemized bills covering the current furnished by the City in the manner aforesaid, reimburse the City for all amounts expended by it for the procurement of said current.

5. That the Railway Company does hereby grant unto the City a perpetual easement for the maintenance of said obstruction lights upon said chimney and for ingress and egress over and upon said Company's property for said purpose.

In consideration of the foregoing covenants of the Railway Company, the City hereby covenants with the Railway Company that the City shall, upon and after the installation of said obstruction lights, maintain the same at its own expense.

It is mutually understood and agreed by and between the parties hereto that this agreement is made in lieu of the enforcement of the strict provisions of Ordinance No. 7235 of the City of Saint Paul; that the Railway Company denies the validity of said ordinance, and that this agreement is made pursuant to that certain resolution of the Council of the City, bearing Council File No. 123497, approved July 23, 1941, as amended, and to provide against possible danger to air traffic resultant from the maintenance of said chimney without such obstruction lights.

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

IN PRESENCE OF:

NORTHERN PACIFIC RAILWAY COMPANY

Solma Oestreich
G. T. C. Peterson (SEAL)

By: B. W. Scandrett
Vice President

A. M. Gottschald
Secretary

CITY OF SAINT PAUL,

By: J. J. McDonough, Mayor

W. A. Parranto
Commissioner of Public Utilities

H. T. O'Connell
City Clerk

H. F. Goodrich
City Comptroller

(SEAL)

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss

On this 1st day of August, 1941, before me, a Notary Public, personally appeared B. W. Scandrett, Vice President, and A. M. Gottschald, Secretary, respectively, of the Northern Pacific Railway Company, the corporation which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said B. W. Scandrett and A. M. Gottschald acknowledged said instrument to be the free act and deed of said corporation.

G. T. C. Peterson, Notary Public
Ramsey County, Minnesota, My
commission expires October 21, 1942.

(NOTARIAL SEAL)

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss

On this 1st day of August, 1941, before me appeared John J. McDonough, Wm. A. Parranto, Harry T. O'Connell and H. F. Goodrich, who being duly sworn did say that they are respectively the Mayor, Commissioner of Public Utilities, City Clerk and City Comptroller of the City of Saint Paul, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said City; that said instrument was signed and sealed on behalf of said City by authority of a resolution duly adopted by the City Council of said City, bearing Council File No. 123497, approved July 23, 1941, as amended; and said John J. McDonough, Wm. A. Parranto, Harry T. O'Connell and H. F. Goodrich acknowledged said instrument to be the free act and deed of said municipal corporation.

M. E. UTZ, Notary Public, Ramsey
County, Minnesota, My commission
expires February 7, 1942.

(NOTARIAL SEAL)

SUPPLEMENT TO LICENSE NO. 48937

BY MUTUAL AGREEMENT, that certain license numbered 48937 and dated March 1, 1931, issued to NORTHERN STATES POWER COMPANY by NORTHERN PACIFIC RAILWAY COMPANY, by which said Railway Company granted said Power Company the right to construct, maintain and operate an electric current line upon said Railway Company's Main Line right of way in the City of St. Paul, Minnesota, is hereby amended by striking Section 1 therefrom and substituting in lieu thereof the following:

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1. The second party will pay a yearly rental in advance of Ten and no/100 (\$10.00) Dollars per mile or fraction thereof, for the pole line and One and 50/100 (\$1.50) Dollars per mile or fraction thereof for each wire; also all taxes and assessments that may be levied or assessed against the improvements. The rental for aerial cables attached to said poles will be in accordance with a schedule adopted by the first party which is understood by the second party.

This agreement is effective as of July 13, 1941.

All other terms and conditions of said permit shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed these presents this 4th day of June, 1941.

In Presence of:

J. D. Schwick
Arley C. Mealy

NORTHERN PACIFIC RAILWAY COMPANY

By *H. Thames*
Eastern Right of Way Agent

NORTHERN STATES POWER COMPANY

By *J. H. Sargent*
Manager
Land & Tax Department

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the Railway Company, hereby grants to Northern States Power Company, a Minnesota corporation, of St. Paul, Minnesota, hereinafter called the second party, the right to construct, maintain and operate an electric current line with the necessary poles, crossarms, wires, conduits and other fixtures appurtenant there-
to upon its right-of-way along the course described as follows:

Commercial Street yard property in the City of St. Paul, Minnesota, along the course described as follows:

Beginning at a point distant 45 feet, more or less, southwesterly, measured at right angles, from the southwesterly end of the Railway Company's boiler house and 55 feet, more or less, northeasterly, measured at right angles, from the center line of the first side track as now constructed southwesterly of said boiler house; thence northwesterly approximately parallel with said center line 215 feet, more or less; thence northwesterly 160 feet, more or less, to a point 12 feet northeasterly, measured at right angles, from said center line; thence northwesterly at distances varying from 10 feet to 19 feet northeasterly, measured at right angles, from said center line to a point distant 19 feet northeasterly, measured at right angles, from said center line and 150 feet, more or less, northwesterly, measured at right angles, from the center line of East Third Street; thence northerly to a point in the southerly line of East Fourth Street distant 70 feet, more or less, easterly, measured along said southerly street line, from the center line of the Railway Company's most easterly track as now constructed across the latter street.

- This permission is granted upon the following terms:
1. The second party will pay a yearly rental in advance of 4,000 dollars per mile or fraction thereof, for the pole line and per mile or fraction thereof for each wire, also all taxes and assessments that may be levied or assessed against the improvements. The rental for aerial cables attached to said poles will be in accordance with a schedule adopted by the Railway Company which is understood by the second party.
 2. The voltage carried by said wires shall at no time exceed five hundred and fifty volts. The position of the line upon the right of way shall be designated by the Division Superintendent of the Railway Company and the line will be constructed and thereafter maintained in a first class manner to the satisfaction of the Superintendent of Telegraph of the Railway Company and in accordance with specifications contained in Exhibit "A" hereto attached and made a part of this instrument.
 3. All cost of construction and maintenance shall be paid by the second party; the said Superintendent of Telegraph will decide what portion, if any, of the work will be done by the Railway Company, and for such portion the second party will pay the Railway Company the estimated cost before the work is done; if the actual cost exceeds the estimate, the second party will pay the additional amount when called upon; if the actual cost is less than the estimate, the Railway Company will repay the surplus.
 4. Should the construction or maintenance of the electric line herein contemplated necessitate any change or alteration in the location or arrangement of any other electric wires or appurtenances located upon the right of way of the Railway Company, the cost of such change or alteration will be paid by the second party.
 5. The Railway Company shall have the right at any time to judge of the necessity of repairs in the electric wires or appurtenances and may make written request upon the second party to make such repairs as the Railway Company may deem necessary. If at any time it becomes necessary, in the judgment of the Railway Company, for reasons of safety or otherwise, to change the location, elevation or method of construction of the electric wires and appurtenances, such changes will be made by the second party upon request of the Railway Company within thirty days after such request and in such manner as the Railway Company shall direct.
 6. This permit shall not be transferred or assigned by the second party without the written consent of the Railway Company.
 7. The second party agrees that the wires and appurtenances and the use of the same for conducting electric current shall not damage at any time the railroad or structures of the Railway Company or be a menace to the safety of its operations; and the second party will indemnify and save harmless the Railway Company from all loss and damage to its tracks, roadbed, structures, rolling stock and other property, including telegraph and telephone wires on the railroad right of way and from injuries to persons occasioned by the wires and appurtenances or the electric current conducted thereon.
 8. After the completion of said line or any subsequent repairs thereof the second party shall remove from the right of way of the Railway Company, to the satisfaction of the Superintendent of Telegraph of the Railway Company, all false work and the like used in the installation or repair work.
 9. This permit shall continue in effect from March 1, 1931 until terminated by the Railway Company, and it may be at any time terminated by the Railway Company upon the giving of two (2) months' written notice, either by personal delivery or by mail. Upon the expiration of the time stated in any such notice, the Railway Company may forthwith expel the second party from the premises; and at the end of the permit the second party will restore the premises of the Railway Company to their former state.
 10. It is understood by the parties that said pole line will be in danger of injury or destruction by fire or other causes incident to the operation of a railway, and the second party accepts this lease subject to such dangers. It is therefore agreed as one of the material considerations of this lease, without which the same would not be granted, that the second party assumes all risk of loss, damage or destruction to said pole line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars of any kind, misplaced switches, or in any respect from the operation of a railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the Railway Company, or of defective appliances, engines or machinery, and the second party shall save and hold harmless the Railway Company from all such damage, claims and losses.
 11. In addition to complying with the attached specifications, the electric wires and appurtenances shall be constructed and maintained in accordance with the rules and regulations of the Minnesota State Railroad & Warehouse Commission.

IN WITNESS WHEREOF, The parties hereto have executed these presents this 1st day of March 1931.

NORTHERN PACIFIC RAILWAY COMPANY,

Witnesses to Signature of Licensee:

By

J. L. Watson
Right of Way Commissioner.

Jean I. Meyers

NORTHERN STATES POWER COMPANY

By

J. H. Sargent
Land & Tax Agent.

Ardis Monty

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done by the ice

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby grants to **Northern States Power Company, a Minnesota corporation, of St. Paul, Minnesota**, hereinafter called the second party, the right to construct, upon its right of way along the course hereinafter described, an electric line and appurtenant fixtures, hereinafter referred to as line:

On the first party's St. Paul to Duluth Line right of way in the City of St. Paul, Minnesota, and as near as practicable to the easterly and southeasterly line thereof from the northerly line of Maryland Street to the easterly line of Atlantic Street, said right of way line being parallel with and distant 50 feet easterly and southeasterly, measured at right angles, from the center line of the first party's east-bound main track as now constructed.



Copy

This permission is granted upon the following terms:

1. The second party will pay a yearly rental in advance of \$10.00 dollars per mile or fraction thereof, for the pole line and One and 50/100 (\$1.50) Dollars per mile or fraction thereof for each wire; also all taxes and assessments that may be levied or assessed against said line.
2. The voltage carried by said line shall at no time exceed 13,000 volts. The location of the line upon the right of way and the construction thereof shall be in accordance with plans heretofore submitted to and approved by the first party.
3. All cost of construction and maintenance of said line shall be paid by the second party. Should the construction, maintenance or operation of said line necessitate any change or alteration in the location or arrangement of any wires, structures or facilities located upon the right of way of the first party, the cost of such change or alteration will be paid by the second party.
4. The first party may by written order require the second party to make such repairs in said line as the first party deems necessary and may also require the second party, for reasons of safety, inductive interference or otherwise, to change the location, elevation, construction or method of operation of the line. All of said repairs or changes shall be made promptly by the second party at its sole expense.
5. Upon completion of said line or any subsequent repairs the second party shall remove from the right of way all excess material and refuse accumulated during construction or maintenance.
6. This permit shall not be transferred or assigned by the second party without the written consent of the first party.
7. The second party agrees that the construction, maintenance or operation of its line shall not at any time inductively or otherwise damage, or interfere with, the operation of the railroad, or any wires, structures or facilities of the first party, its lessees, licensees, or permittees including The Western Union Telegraph Company, or be a menace to the safety of operations conducted on the right of way by said parties. If, in order to prevent such damage or interference, it is necessary in the judgment of the first party to make changes in the construction, location or operation of said railroad, wires, structures or facilities, the cost of such changes shall be borne by the second party.
8. The second party hereby releases and agrees to indemnify and save harmless the first party, The Western Union Telegraph Company, their successors and assigns, and any and every lessee, licensee, or permittee of the first party, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person, whomever, or from loss of or damage to property of any kind and of nature to whomsoever belonging, when such injury, death, loss or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, or existence of said line upon said right of way.

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

The provisions of Section 8 are for the protection of any other railroad company or companies heretofore existing upon the premises upon which said electric line is located are a part.

This permit shall terminate on June 6, 1946 until terminated by the first party, and shall be renewed for two (2) months' written notice, either by the first party or the second party. Upon the expiration of such notice, the first party may forthwith expel the second party from the premises and restore the premises of the first party to their former state.

This agreement is subject to the rights granted by the first party to the second party by the first party's license numbered 16019 and dated

February 1, 1946. The parties hereto have signed this 16th day of September, 1946.

NORTHERN PACIFIC RAILWAY COMPANY,

Witnesses to Signature of Licensee

By _____ Industrial Agent.

NORTHERN STATES POWER COMPANY

This agreement has been signed by the parties thereto

By _____

20

RENTAL AGREEMENT

R.W.89 7-52

BY MUTUAL AGREEMENT of the parties, the annual rental in that certain ~~license~~ numbered 66692

dated September 16, 1946 as heretofore modified

BURLINGTON NORTHERN INC., successor in interest by merger to NORTHERN PACIFIC RAILWAY COMPANY to NORTHERN STATES POWER COMPANY granting the right to construct and maintain an electric line upon Railway Company's Main Line right of way in the City of St. Paul, Minnesota

~~covering certain premises~~

license more particularly in said ~~license~~

scribed, is hereby determined to be the sum of One Hundred Twenty-Five and No/100 Dollars (\$125.00) payable annually in advance, beginning September 16, 1971.

IN WITNESS WHEREOF, the parties have executed these presents this 18th day of March, 1971.
BURLINGTON NORTHERN INC.

By B. Hascon
General Manager Leases and Contracts

Witnesses ~~to~~

NORTHERN STATES POWER COMPANY

William C. Carroll

By: G.B. Coleman
MANAGER, TRANSMISSION LINE
ENGR'G R/W & CONST. DEPT.

AGREEMENT made this 12th day of November, 1948 between
NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called First Party, and NORTHERN STATES POWER COMPANY, a Minnesota corporation, hereinafter called Second Party.

WHEREAS, the First Party permits the Second Party under numerous existing instruments, made from time to time in the past, to construct, maintain and operate on the property of the First Party electric supply lines either on the poles of the First Party or on poles owned by the Second Party at rates of rental particularly set forth in each instrument, and

WHEREAS, the First Party has revised its annual rental rates for such occupancies of its property in accordance with the schedule hereto attached and made a part hereof.

NOW, THEREFORE, in consideration for the continued maintenance and operation of said lines of the Second Party upon the property of the First Party, it is agreed that:

I

On the first day of January, 1949, the rental rates in the attached schedule shall be effective.

II

Until further notice the applicable rate or rates as derived from said schedule shall be substituted in lieu of the rate or rates as they now appear in said instruments now in effect between the parties.

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

NORTHERN PACIFIC RAILWAY COMPANY

By J. E. Thomas
Industrial Agent

NORTHERN STATES POWER COMPANY

By J. H. Sargent
Manager Land & Tax Department

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby grants to **Northern States Power Company, a Minnesota corporation, of St. Paul, Minnesota**, hereinafter called the second party, the right to construct, upon its right of way along the course hereinafter described, an electric line and appurtenant fixtures, hereinafter referred to as line:

On the first party's St. Paul to Duluth Line right of way in the City of St. Paul, Minnesota, and as near as practicable to the easterly and southeasterly line thereof from the northerly line of Maryland Street to the easterly line of Atlantic Street, said right of way line being parallel with and distant 50 feet easterly and southeasterly, measured at right angles, from the center line of the first party's east-bound main track as now constructed.

This permission is granted upon the following terms:

1. The second party will pay a yearly rental in advance of \$10.00 dollars per mile or fraction thereof, for the pole line and One and 50/100 (\$1.50) Dollars per mile or fraction thereof for each wire; also all taxes and assessments that may be levied or assessed against said line.
 2. The voltage carried by said line shall at no time exceed 13,000 ^{Nominal} volts. The location of the line upon the right of way and the construction thereof shall be in accordance with plans heretofore submitted to and approved by the first party.
 3. All cost of construction and maintenance of said line shall be paid by the second party. Should the construction, maintenance or operation of said line necessitate any change or alteration in the location or arrangement of any wires, structures or facilities located upon the right of way of the first party, the cost of such change or alteration will be paid by the second party.
 4. The first party may by written order require the second party to make such repairs in said line as the first party deems necessary and may also require the second party, for reasons of safety, inductive interference or otherwise, to change the location, elevation, construction or method of operation of the line. All of said repairs or changes shall be made promptly by the second party at its sole expense.
 5. Upon completion of said line or any subsequent repairs the second party shall remove from the right of way all excess material and refuse accumulated during construction or maintenance.
 6. This permit shall not be transferred or assigned by the second party without the written consent of the first party.
 7. The second party agrees that the construction, maintenance or operation of its line shall not at any time inductively or otherwise damage, or interfere with, the operation of the railroad, or any wires, structures or facilities of the first party, its lessees, licensees, or permittees including The Western Union Telegraph Company, or be a menace to the safety of operations conducted on the right of way by said parties. If, in order to prevent such damage or interference, it is necessary in the judgment of the first party to make changes in the construction, location or operation of said railroad, wires, structures or facilities, the cost of such changes shall be borne by the second party.
 8. The second party hereby releases and agrees to indemnify and save harmless the first party, The Western Union Telegraph Company, their successors and assigns, and any and every lessee, licensee, or permittee of the first party, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person whomsoever, or from loss of or damage to property of any kind or nature to whomsoever belonging, when such injury, death, loss or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, or existence of said line upon said right of way.
- It is understood by the parties that said line will be in danger of injury or destruction by fire or other causes incident to the operation of a railway, and the second party accepts this permit subject to such dangers. It is therefore agreed as one of the material considerations of this permit, without which the same would not be granted, that the second party assumes all risk of loss, damage or destruction to said line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars of any kind, misplaced switches, or in any respect from the operation of a railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the first party, or of defective appliances, engines or machinery, and the second party shall save and hold harmless the first party from all such damage, claims and losses.
9. It is agreed that the provisions of Section 8 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the first party's property of which the premises upon which said electric line is located are a part.
 10. This permit shall continue in effect from September 16, 1946 until terminated by the first party, and it may be at any time terminated by the first party upon the giving of two (2) months' written notice, either by personal delivery or by mail. Upon the expiration of the time stated in any such notice, the first party may forthwith expel the second party from the premises; and at the end of the permit the second party will restore the premises of the first party to their former state.
 11. This license is granted subject to the rights granted by the first party to Griffin Wheel Company under a lease numbered 16019 and dated February 1, 1905.

IN WITNESS WHEREOF, The parties hereto have executed these presents this 16th day of September 1946.

NORTHERN PACIFIC RAILWAY COMPANY,

Witnesses to Signature of Licensee:

By

E. Thames
Industrial Agent.

NORTHERN STATES POWER COMPANY

By

W. C. ...
Vice President.

L. M. Kane

W. C. ...

R. L. ... 73

ELECTRIC LINE LICENSE (LONGITUDINAL)

No. 66909

R. W. 30 1M-9-18-45 W

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby grants to Northern States Power Company, a Minnesota corporation, hereinafter called the second party, the right to construct, upon its right of way along the course hereinafter described, an electric line and appurtenant fixtures, hereinafter referred to as line:

On the first party's St. Paul to Duluth Line right of way at Gloster station, Minnesota, along or near the easterly line thereof from the produced southerly line of Frost Avenue to the first party's depot building, said right of way being 50 feet wide on each side of the center line of the first party's east-bound main track as now constructed.

This permission is granted upon the following terms:

1. The second party will pay a yearly rental in advance of \$4.50 dollars per mile or fraction thereof, for the pole line and per mile or fraction thereof for each wire; also all taxes and assessments that may be levied or assessed against said line.
 2. The voltage carried by said line shall at no time exceed 21,000 Volts. The location of the line upon the right of way and the construction thereof shall be in accordance with plans heretofore submitted to and approved by the first party.
 3. All cost of construction and maintenance of said line shall be paid by the second party. Should the construction, maintenance or operation of said line necessitate any change or alteration in the location or arrangement of any wires, structures or facilities located upon the right of way of the first party, the cost of such change or alteration will be paid by the second party.
 4. The first party may by written order require the second party to make such repairs in said line as the first party deems necessary and may also require the second party, for reasons of safety, inductive interference or otherwise, to change the location, elevation, construction or method of operation of the line. All of said repairs or changes shall be made promptly by the second party at its sole expense.
 5. Upon completion of said line or any subsequent repairs the second party shall remove from the right of way all excess material and refuse accumulated during construction or maintenance.
 6. This permit shall not be transferred or assigned by the second party without the written consent of the first party.
 7. The second party agrees that the construction, maintenance or operation of its line shall not at any time inductively or otherwise damage, or interfere with, the operation of the railroad, or any wires, structures or facilities of the first party, its lessees, licensees, or permittees including The Western Union Telegraph Company, or be a menace to the safety of operations conducted on the right of way by said parties. If, in order to prevent such damage or interference, it is necessary in the judgment of the first party to make changes in the construction, location or operation of said railroad, wires, structures or facilities, the cost of such changes shall be borne by the second party.
 8. The second party hereby releases and agrees to indemnify and save harmless the first party, The Western Union Telegraph Company, their successors and assigns, and any and every lessee, licensee, or permittee of the first party, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person, whomsoever, or from loss of or damage to property of any kind or nature to whomsoever belonging, when such injury, death, loss or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, or existence of said line upon said right of way.
- It is understood by the parties that said line will be in danger of injury or destruction by fire or other causes incident to the operation of a railway, and the second party accepts this permit subject to such dangers. It is therefore agreed as one of the material considerations of this permit, without which the same would not be granted, that the second party assumes all risk of loss, damage or destruction to said line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars of any kind, misplaced switches, or in any respect from the operation of a railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the first party, or of defective appliances, engines or machinery, and the second party shall save and hold harmless the first party from all such damage, claims and losses.
9. It is agreed that the provisions of Section 8 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the first party's property of which the premises upon which said electric line is located are a part.
 10. This permit shall continue in effect from November 16, 1946 until terminated by the first party, and it may be at any time terminated by the first party upon the giving of two (2) months' written notice, either by personal delivery or by mail. Upon the expiration of the time stated in any such notice, the first party may forthwith expel the second party from the premises; and at the end of the permit the second party will restore the premises of the first party to their former state.

IN WITNESS WHEREOF, The parties hereto have executed these presents this 16th day of November, 1946.

NORTHERN PACIFIC RAILWAY COMPANY,

Witnesses to Signature of Licensee:

By J. E. Thomas
Industrial Agent.

NORTHERN STATES POWER COMPANY

By [Signature]
By [Signature] VICE PRESIDENT

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ELECTRIC LINE LICENSE (LONGITUDINAL)

No. 70993

R. W. 30 1500-5-22-47W

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby grants to Northern States Power Company, a Minnesota corporation, of St. Paul, Minnesota, hereinafter called the second party, the right to construct, upon its right of way along the course hereinafter described, an electric line and appurtenant fixtures, hereinafter referred to as line:

On the first party's St. Paul to Duluth Line right of way at and near a production of Newcomb Street in the City of St. Paul, Minnesota, along approximately the course shown in red on the plat hereto attached and made a part hereof.

This permission is granted upon the following terms:

1. The second party will pay a yearly rental in advance of \$2.50 dollars ~~per mile or fraction thereof~~ for the pole line and ~~that may be levied or assessed against said line.~~ per mile or fraction thereof for each wire; also all taxes and assessments.
 2. The voltage carried by said line shall at no time exceed 240 volts. The location of the line upon the right of way and the construction thereof shall be in accordance with plans heretofore submitted to and approved by the first party.
 3. All cost of construction and maintenance of said line shall be paid by the second party. Should the construction, maintenance or operation of said line necessitate any change or alteration in the location or arrangement of any wires, structures or facilities located upon the right of way of the first party, the cost of such change or alteration will be paid by the second party.
 4. The first party may by written order require the second party to make such repairs in said line as the first party deems necessary and may also require the second party, for reasons of safety, inductive interference or otherwise, to change the location, elevation, construction or method of operation of the line. All of said repairs or changes shall be made promptly by the second party at its sole expense.
 5. Upon completion of said line or any subsequent repairs the second party shall remove from the right of way all excess material and refuse accumulated during construction or maintenance.
 6. This permit shall not be transferred or assigned by the second party without the written consent of the first party.
 7. The second party agrees that the construction, maintenance or operation of its line shall not at any time inductively or otherwise damage, or interfere with, the operation of the railroad, or any wires, structures or facilities of the first party, its lessees, licensees, or permittees including The Western Union Telegraph Company, or be a menace to the safety of operations conducted on the right of way by said parties. If, in order to prevent such damage or interference, it is necessary in the judgment of the first party to make changes in the construction, location or operation of said railroad, wires, structures or facilities, the cost of such changes shall be borne by the second party.
 8. The second party hereby releases and agrees to indemnify and save harmless the first party, The Western Union Telegraph Company, their successors and assigns, and any and every lessee, licensee, or permittee of the first party, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person whomsoever, or from loss of or damage to property of any kind or nature to whomsoever belonging, when such injury, death, loss or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, or existence of said line upon said right of way.
- It is understood by the parties that said line will be in danger of injury or destruction by fire or other causes incident to the operation, maintenance or improvement of the railway, and the second party accepts this permit subject to such dangers. It is therefore agreed as one of the material considerations of this permit, without which the same would not be granted, that the second party assumes all risk of loss, damage or destruction to said line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars of any kind, misplaced switches, or in any respect from the operation, maintenance or improvement of the railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the first party, or of defective appliances, engines or machinery, and the second party shall save and hold harmless the first party from all such damage, claims and losses.
9. It is agreed that the provisions of Section 8 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the first party's property of which the premises upon which said electric line is located are a part.
 10. This permit shall continue in effect from July 1, 1949 until terminated by the first party, and it may be at any time terminated by the first party upon the giving of two (2) months' written notice, either by personal delivery or by mail. Upon the expiration of the time stated in any such notice, the first party may forthwith expel the second party from the premises; and at the end of the permit the second party will restore the premises of the first party to their former state.

IN WITNESS WHEREOF, The parties hereto have executed these presents this 1st day of July 19 49.

NORTHERN PACIFIC RAILWAY COMPANY,

Witnesses to Signature of Licensee:

By

J. E. Thomas
Industrial Agent

NORTHERN STATES POWER COMPANY,

By

[Signature]

25

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby grants to

Northern States Power Company, a Minnesota corporation,
of St. Paul, Minnesota,

hereinafter called the second party, the right to construct, maintain and operate an electric current line with the necessary poles, crossarms, wires, conduits and other fixtures appurtenant thereto as the right of way of the first party along the course described as follows:

Crossing the first party's Duluth Short Line

right of way at Earl Street in the City of St. Paul, Minnesota,
along approximately the course shown in red on the plat hereto
attached, marked "Exhibit A" and made a part hereof.

This permission is granted upon the following terms:

1. The second party will pay a rental of—
in advance for the full term hereof; also all taxes and assessments that may be levied or assessed against the improvements.
2. The electric wires and appurtenances shall be constructed and maintained in accordance with specifications contained in Exhibit "B" hereto attached and made a part of this instrument.
3. All cost of construction and maintenance shall be paid by the second party; the Superintendent of Telegraph of the first party will decide what portion, if any, of the work will be done by the first party, and for such portion the second party will pay the first party the estimated cost before the work is done; if the actual cost exceeds the estimate, the second party will pay the additional amount when called upon; if the actual cost is less than the estimate the first party will repay the surplus.
4. Should the construction or maintenance of the electric line herein contemplated necessitate any change or alteration in the location or arrangement of any other electric wires or appurtenances located upon the right of way of the first party, the cost of such change or alteration will be paid by the second party.
5. The first party shall have the right at any time to judge of the necessity of repairs in the crossing wires or appurtenances and upon written request from the first party the second party shall promptly make such repairs as the first party may deem necessary. If at any time it becomes necessary in the judgment of the first party for reasons of safety or otherwise, to change the location, elevation or method of construction of the crossing wires and appurtenances, such changes will be made promptly by the second party upon request of the first party within thirty days after such request and in such manner as the first party shall direct.
6. The crossing wires shall be used for the sole purpose of conveying electric currents at a potential not to exceed 4,000 volts.
7. This permit shall not be transferred or assigned by the second party without the written consent of the first party.
8. The second party agrees that the wires and appurtenances and the use of the same for conducting electric current shall not damage at any time the railroad or structures of the first party, or the property of The Western Union Telegraph Company, or any other property upon the right of way, or be a menace to the safety of the first party's operations or any other operations conducted on the right of way. The second party will indemnify and save harmless the first party, The Western Union Telegraph Company, and every other owner of any property upon said right of way, from all loss or damage to property, from all loss or damage from interfering with operation and from injuries to persons occasioned by the wires and appurtenances or the electric current conducted thereon.
9. After the completion of the crossing wires and appurtenances or any subsequent repairs thereof the second party shall remove from the right of way of the first party, to the satisfaction of the Superintendent of Telegraph of the first party, all false work and the like used in the installation or repair work.
10. If the second party at any time shall cease to maintain and operate the said line or shall fail faithfully to perform every agreement of this instrument, the first party may forthwith terminate this permit and may forthwith expel the second party from its premises, and at the end of the permit the second party will restore the premises of the first party to their former state.
11. It is understood by the parties that said pole line will be in danger of injury or destruction by fire or other causes incident to the operation of a railway, and the second party accepts this permit subject to such dangers. It is therefore agreed, as one of the material considerations of this permit, without which the same would not be granted, that the second party assumes all risk of loss, damage or destruction to said pole line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars of any kind, misplaced switches, or in any respect from the operation of a railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the first party, or of defective appliances, engines or machinery, and the second party shall save and hold harmless the first party from all such damage, claims and losses.

12. In addition to complying with the attached specifications, the electric wires and appurtenances shall be constructed and maintained in accordance with the rules and regulations of the Minnesota State Railroad & Warehouse Commission.

13. This permit may be terminated at any time by the First Party upon the giving of thirty (30) days' written notice, either by personal delivery or by mail. Upon the expiration of the time stated in any such notice, the First Party may forthwith expel the Second Party from the premises and at the end of the permit the Second Party will restore the premises of the First Party to their former state.

IN WITNESS WHEREOF the parties hereto have executed these presents this 16th day of April 1935.

NORTHERN PACIFIC RAILWAY COMPANY,

Witnesses to Signature of Permittee:

By

J. L. Watson

Right of Way Commissioner.

NORTHERN STATES POWER COMPANY

By

J. H. Sargent

Manager
Land & Tax Department

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AGREEMENT made this 12th day of November, 1948 between NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called First Party, and NORTHERN STATES POWER COMPANY, a Minnesota corporation, hereinafter called Second Party.

WHEREAS, the First Party permits the Second Party under numerous existing instruments, made from time to time in the past, to construct, maintain and operate on the property of the First Party electric supply lines either on the poles of the First Party or on poles owned by the Second Party at rates of rental particularly set forth in each instrument, and

WHEREAS, the First Party has revised its annual rental rates for such occupancies of its property in accordance with the schedule hereto attached and made a part hereof,

NOW, THEREFORE, in consideration for the continued maintenance and operation of said lines of the Second Party upon the property of the First Party, it is agreed that:

I

On the first day of January, 1949, the rental rates in the attached schedule shall be effective.

II

Until further notice the applicable rate or rates as derived from said schedule shall be substituted in lieu of the rate or rates as they now appear in said instruments now in effect between the parties.

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

NORTHERN PACIFIC RAILWAY COMPANY

By J. E. Thames
Industrial Agent

NORTHERN STATES POWER COMPANY

By J. H. Sargent
Manager Land & Tax Department

Original filed with
Lease No. 61500

SUPPLEMENT TO LICENSE NO. 48937

BY MUTUAL AGREEMENT the description in that certain license numbered 48937 and dated March 1, 1931, issued to NORTHERN STATES POWER COMPANY by NORTHERN PACIFIC RAILWAY COMPANY authorizing the construction and maintenance of an electric line on said Railway Company's Commercial Street Yard property in the City of St. Paul, Minnesota, is hereby amended to read as follows:

Beginning at a point near the southerly corner of the Railway Company's boiler house as now constructed; thence northwesterly to a point at or near the produced most southwesterly line of said boiler house and 45 feet, more or less, northwesterly, measured at right angles, from the produced most northwesterly line of said boiler house; thence northeasterly approximately parallel with said most northwesterly line and said production thereof 40 feet, more or less; thence in a northwesterly and northerly direction to a point in the southeasterly line of East Fourth Street distant 70 feet, more or less, northeasterly, measured along said street line, from the center line of the Railway Company's most northeasterly track as now constructed across said street.

All other terms and conditions of said license shall remain in full force and effect.

IN WITNESS WHEREOF the parties have executed these presents this 12th day of January, 1942.

In Presence of:

Frank Grant

NORTHERN PACIFIC RAILWAY COMPANY

By E. Thames
Industrial Agent

NORTHERN STATES POWER COMPANY

By J. H. August
Licensee

Manager
Land & Tax Department

COPY

Northern Pacific Ry. Co.

Doc. 17697

Office of Ass't Sec'y

WITNESSETH: THIS AGREEMENT, Made this 1st day of August, 1941, by and between Northern Pacific Railway Company, a Wisconsin corporation, hereinafter called "Railway Company," and the City of Saint Paul, a municipal corporation of the County of Ramsey, State of Minnesota, hereinafter called the "City":

The Railway Company and the City, in consideration of the covenants hereinafter set forth, and other good and valuable consideration to each in hand paid by the other, the receipt and sufficiency whereof is hereby acknowledged, do hereby agree, covenant and bind themselves to each other in the manner following, to-wit:

1. That the Railway Company shall forthwith, at its own separate cost and expense, furnish all necessary labor and material therefor and install air traffic obstruction lights of a type approved by the Civil Aeronautics Authority of the United States Department of Commerce, upon said Company's commissary power plant chimney, approximately 157 feet in height, measured from the ground surface, located north of and adjacent to the Saint Paul Municipal Airport at a point between the north bank of the Mississippi River and the Kellogg Boulevard Viaduct in the City of Saint Paul.
2. The Railway Company shall install said equipment at a point or points upon said chimney approved by said Authority.
3. That upon the installation of said equipment, the same shall become and be the sole and separate property of the City.
4. That the City shall continuously thereafter and while said chimney shall be maintained at said location, supply all electric current necessary for the illumination of said obstruction lights, from one-half hour after sunset to one-half hour before sunrise each day, and at all other times when there shall not be sufficient natural light to render said chimney clearly discernible from a distance of 500 feet.

That the Railway Company shall, upon presentation to it by the City of itemized bills covering the current furnished by the City in the manner aforesaid, reimburse the City for all amounts expended by it for the procurement of said current.

5. That the Railway Company does hereby grant unto the City a perpetual easement for the maintenance of said obstruction lights upon said chimney and for ingress and egress over and upon said Company's property for said purpose.

In consideration of the foregoing covenants of the Railway Company, the City hereby covenants with the Railway Company that the City shall, upon and after the installation of said obstruction lights, maintain the same at its own expense.

It is mutually understood and agreed by and between the parties hereto that this agreement is made in lieu of the enforcement of the strict provisions of Ordinance No. 7235 of the City of Saint Paul; that the Railway Company denies the validity of said ordinance, and that this agreement is made pursuant to that certain resolution of the Council of the City, bearing Council File No. 123497, approved July 23, 1941, as amended, and to provide against possible danger to air traffic resultant from the maintenance of said chimney without such obstruction lights.

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

IN PRESENCE OF:

Solma Oestreich
G. T. C. Peterson (SEAL)

NORTHERN PACIFIC RAILWAY COMPANY

By: B. W. Scandrett
Vice President

A. M. Gottschald
Secretary

CITY OF SAINT PAUL,

By: J. J. McDonough, Mayor

W. A. Parranto
Commissioner of Public Utilities

H. T. O'Connell
City Clerk

H. F. Goodrich
City Comptroller

(SEAL)

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss

On this 1st day of August, 1941, before me, a Notary Public, personally appeared B. W. Scandrett, Vice President, and A. M. Gottschald, Secretary, respectively, of the Northern Pacific Railway Company, the corporation which executed the foregoing instrument; that the seal affixed to said instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said B. W. Scandrett and A. M. Gottschald acknowledged said instrument to be the free act and deed of said corporation.

(NOTARIAL SEAL)

G. T. C. Peterson, Notary Public
Ramsey County, Minnesota, My
commission expires October 21, 1942.

STATE OF MINNESOTA)
COUNTY OF RAMSEY) ss

On this 1st day of August, 1941, before me appeared John J. McDonough, Wm. A. Parranto, Harry T. O'Connell and H. F. Goodrich, who being duly sworn did say that they are respectively the Mayor, Commissioner of Public Utilities, City Clerk and City Comptroller of the City of Saint Paul, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of said City; that said instrument was signed and sealed on behalf of said City by authority of a resolution duly adopted by the City Council of said City, bearing Council File No. 123497, approved July 23, 1941, as amended; and said John J. McDonough, Wm. A. Parranto, Harry T. O'Connell and H. F. Goodrich acknowledged said instrument to be the free act and deed of said municipal corporation.

(NOTARIAL SEAL)

M. E. UTZ, Notary Public, Ramsey
County, Minnesota, My commission
expires February 7, 1942.

SUPPLEMENT TO LICENSE NO. 48937

BY MUTUAL AGREEMENT, that certain license numbered 48937 and dated March 1, 1931, issued to NORTHERN STATES POWER COMPANY by NORTHERN PACIFIC RAILWAY COMPANY, by which said Railway Company granted said Power Company the right to construct, maintain and operate an electric current line upon said Railway Company's Main Line right of way in the City of St. Paul, Minnesota, is hereby amended by striking Section 1 therefrom and substituting in lieu thereof the following:

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1. The second party will pay a yearly rental in advance of Ten and no/100 (\$10.00) Dollars per mile or fraction thereof, for the pole line and One and 50/100 (\$1.50) Dollars per mile or fraction thereof for each wire; also all taxes and assessments that may be levied or assessed against the improvements. The rental for aerial cables attached to said poles will be in accordance with a schedule adopted by the first party which is understood by the second party.

This agreement is effective as of July 13, 1941.

All other terms and conditions of said permit shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed these presents this 4th day of June, 1941.

In Presence of:

J. D. Schuch
Arley C. Monty

NORTHERN PACIFIC RAILWAY COMPANY

By *H. Thames*
Eastern Right of Way Agent

NORTHERN STATES POWER COMPANY

By *J. H. Sargent*
Manager
Land & Tax Department

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the Railway Company, hereby grants to Northern States Power Company, a Minnesota corporation, of St. Paul, Minnesota, hereinafter called the second party, the right to construct, maintain and operate an electric current line with the necessary poles, crossarms, wires, conduits and other fixtures appurtenant there-
to upon its ~~right of way along the course described as follows:~~ Commercial Street yard property in

the City of St. Paul, Minnesota, along the course described as follows:

Beginning at a point distant 45 feet, more or less, southwesterly, measured at right angles, from the southwesterly end of the Railway Company's boiler house and 55 feet, more or less, northeasterly, measured at right angles, from the center line of the first side track as now constructed southwesterly of said boiler house; thence northwesterly approximately parallel with said center line 215 feet, more or less; thence northwesterly 160 feet, more or less, to a point 12 feet northeasterly, measured at right angles, from said center line; thence northwesterly at distances varying from 10 feet to 19 feet northeasterly, measured at right angles, from said center line to a point distant 19 feet northeasterly, measured at right angles, from said center line and 150 feet, more or less, northwesterly, measured at right angles, from the center line of East Third Street; thence northerly to a point in the southerly line of East Fourth Street distant 70 feet, more or less, easterly, measured along said southerly street line, from the center line of the Railway Company's most easterly track as now constructed across the latter street.

This permission is granted upon the following terms:

1. The second party will pay a yearly rental in advance of _____ dollars per mile or fraction thereof, for the pole line and _____ per mile or fraction thereof for each wire; also all taxes and assessments that may be levied or assessed against the improvements. The rental for aerial cables attached to said poles will be in accordance with a schedule adopted by the Railway Company which is understood by the second party.

2. The voltage carried by said wires shall at no time exceed ~~five hundred and fifty~~ ^{4,000} volts. The position of the line upon the right of way shall be designated by the Division Superintendent of the Railway Company and the line will be constructed and thereafter maintained in a first class manner to the satisfaction of the Superintendent of Telegraph of the Railway Company and in accordance with specifications contained in Exhibit "A" hereto attached and made a part of this instrument.

3. All cost of construction and maintenance shall be paid by the second party; the said Superintendent of Telegraph will decide what portion, if any, of the work will be done by the Railway Company, and for such portion the second party will pay the Railway Company the estimated cost before the work is done; if the actual cost exceeds the estimate, the second party will pay the additional amount when called upon; if the actual cost is less than the estimate, the Railway Company will repay the surplus.

4. Should the construction or maintenance of the electric line herein contemplated necessitate any change or alteration in the location or arrangement of any other electric wires or appurtenances located upon the right of way of the Railway Company, the cost of such change or alteration will be paid by the second party.

5. The Railway Company shall have the right at any time to judge of the necessity of repairs in the electric wires or appurtenances and may make written request upon the second party to make such repairs as the Railway Company may deem necessary. If at any time it becomes necessary, in the judgment of the Railway Company, for reasons of safety or otherwise, to change the location, elevation or method of construction of the electric wires and appurtenances, such changes will be made by the second party upon request of the Railway Company within thirty days after such request and in such manner as the Railway Company shall direct.

6. This permit shall not be transferred or assigned by the second party without the written consent of the Railway Company.

7. The second party agrees that the wires and appurtenances and the use of the same for conducting electric current shall not damage at any time the railroad or structures of the Railway Company or be a menace to the safety of its operations; and the second party will indemnify and save harmless the Railway Company from all loss and damage to its tracks, roadbed, structures, rolling stock and other property, including telegraph and telephone wires on the railroad right of way and from injuries to persons occasioned by the wires and appurtenances or the electric current conducted thereon.

8. After the completion of said line or any subsequent repairs thereof the second party shall remove from the right of way of the Railway Company, to the satisfaction of the Superintendent of Telegraph of the Railway Company, all false work and the like used in the installation or repair work.

9. This permit shall continue in effect from March 1, 1931 until terminated by the Railway Company, and it may be at any time terminated by the Railway Company upon the giving of two (2) months' written notice, either by personal delivery or by mail. Upon the expiration of the time stated in any such notice, the Railway Company may forthwith expel the second party from the premises; and at the end of the permit the second party will restore the premises of the Railway Company to their former state.

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

11. In addition to complying with the attached specifications, the electric wires and appurtenances shall be constructed and maintained in accordance with the rules and regulations of the Minnesota State Railroad & Warehouse Commission.

IN WITNESS WHEREOF, The parties hereto have executed these presents this 1st day of March 1931.

NORTHERN PACIFIC RAILWAY COMPANY,

Witnesses to Signature of Licensee:

By _____

Right of Way Commissioner.

Jean I. Meyers

NORTHERN STATES POWER COMPANY

Ardis Manty

By _____

Land & Tax Agent.

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NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby grants to **Northern States Power Company, a Minnesota corporation, of St. Paul, Minnesota**, hereinafter called the second party, the right to construct, upon its right of way along the course hereinafter described, an electric line and appurtenant fixtures, hereinafter referred to as line:

On the first party's St. Paul to Duluth Line right of way in the City of St. Paul, Minnesota, and as near as practicable to the easterly and southeasterly line thereof from the northerly line of Maryland Street to the easterly line of Atlantic Street, said right of way line being parallel with and distant 50 feet easterly and southeasterly, measured at right angles, from the center line of the first party's east-bound main track as now constructed.



Copy

This permission is granted upon the following terms:

1. The second party will pay a yearly rental in advance of \$10.00 dollars per mile or fraction thereof, for the pole line and One and 50/100 (\$1.50) Dollars per mile or fraction thereof for each wire; also all taxes and assessments that may be levied or assessed against said line.
2. The voltage carried by said line shall at no time exceed 13,000 volts. The location of the line upon the right of way and the construction thereof shall be in accordance with plans heretofore submitted to and approved by the first party.
3. All cost of construction and maintenance of said line shall be paid by the second party. Should the construction, maintenance or operation of said line necessitate any change or alteration in the location or arrangement of any wires, structures or facilities located upon the right of way of the first party, the cost of such change or alteration will be paid by the second party.
4. The first party may by written order require the second party to make such repairs in said line as the first party deems necessary and may also require the second party, for reasons of safety, inductive interference or otherwise, to change the location, elevation, construction or method of operation of the line. All of said repairs or changes shall be made promptly by the second party at its sole expense.
5. Upon completion of said line or any subsequent repairs the second party shall remove from the right of way all excess material and refuse accumulated during construction or maintenance.
6. This permit shall not be transferred or assigned by the second party without the written consent of the first party.
7. The second party agrees that the construction, maintenance or operation of its line shall not at any time inductively or otherwise damage, or interfere with, the operation of the railroad, or any wires, structures or facilities of the first party, its lessees, licensees, or permittees including The Western Union Telegraph Company, or be a menace to the safety of operations conducted on the right of way by said parties. If, in order to prevent such damage or interference, it is necessary in the judgment of the first party to make changes in the construction, location or operation of said railroad, wires, structures or facilities, the cost of such changes shall be borne by the second party.
8. The second party hereby releases and agrees to indemnify and save harmless the first party, The Western Union Telegraph Company, their successors and assigns, and any and every lessee, licensee, or permittee of the first party, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person, whomsoever, or from loss of or damage to property of any kind or nature to whomsoever belonging, when such injury, death, loss or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, or existence of said line upon said right of way.

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

The provisions of Section 8 are for the protection of any other railroad company or companies heretofore operating on the premises upon which said electric line is located are a part.

6, 1946

until terminated by the first party, and

two (2)

months' written notice, either by

such notice, the first party may forthwith expel the second

and restore the premises of the first party to their former state.

The rights granted by the first

numbered 16019 and dated

16th day of September 1946

NORTHERN PACIFIC RAILWAY COMPANY,

Witnesses to Signature of Licensee

By

Industrial Agent.

NORTHERN STATES POWER COMPANY

This agreement has been signed by the parties thereto

RENTAL AGREEMENT

R.W.89 7-52

BY MUTUAL AGREEMENT of the parties, the annual rental in that certain ~~lease~~ license numbered 66692

dated September 16, 1946 as heretofore modified

from

BURLINGTON NORTHERN INC., successor in interest by merger to
NORTHERN PACIFIC RAILWAY COMPANY to NORTHERN STATES POWER COMPANY granting the
right to construct and maintain an electric line upon Railway Company's
Main Line right of way in the City of St. Paul, Minnesota

license

more particularly in said ~~lease~~ de-

scribed, is hereby determined to be the sum of One Hundred Twenty-Five and No/100 Dollars
(\$125.00)
payable annually in advance, beginning September 16, 1971.

IN WITNESS WHEREOF, the parties have executed these presents this 18th day of March, 1971.

BURLINGTON NORTHERN INC.

~~NORTHERN PACIFIC RAILWAY COMPANY~~

By

B. J. Hascor
General Manager Leases and Contracts

NORTHERN STATES POWER COMPANY

Witnesses ~~as to~~

William E. Carroll

By:

G. A. Coleman

MANAGER, TRANSMISSION LINE
ENGR'G R/W & CONST. DEPT.

AGREEMENT made this 12th day of November, 1948 between NORTHERN PACIFIC RAILWAY COMPANY, a Wisconsin corporation, hereinafter called First Party, and NORTHERN STATES POWER COMPANY, a Minnesota corporation, hereinafter called Second Party.

WHEREAS, the First Party permits the Second Party under numerous existing instruments, made from time to time in the past, to construct, maintain and operate on the property of the First Party electric supply lines either on the poles of the First Party or on poles owned by the Second Party at rates of rental particularly set forth in each instrument, and

WHEREAS, the First Party has revised its annual rental rates for such occupancies of its property in accordance with the schedule hereto attached and made a part hereof.

NOW, THEREFORE, in consideration for the continued maintenance and operation of said lines of the Second Party upon the property of the First Party, it is agreed that:

I

On the first day of January, 1949, the rental rates in the attached schedule shall be effective.

II

Until further notice the applicable rate or rates as derived from said schedule shall be substituted in lieu of the rate or rates as they now appear in said instruments now in effect between the parties.

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

NORTHERN PACIFIC RAILWAY COMPANY

By J. E. Thames
Industrial Agent

NORTHERN STATES POWER COMPANY

By J. H. Sargent
Manager Land & Tax Department

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby grants to **Northern States Power Company, a Minnesota corporation, of St. Paul, Minnesota**, hereinafter called the second party, the right to construct, upon its right of way along the course hereinafter described, an electric line and appurtenant fixtures, hereinafter referred to as line:

On the first party's St. Paul to Duluth Line right of way in the City of St. Paul, Minnesota, and as near as practicable to the easterly and southeasterly line thereof from the northerly line of Maryland Street to the easterly line of Atlantic Street, said right of way line being parallel with and distant 50 feet easterly and southeasterly, measured at right angles, from the center line of the first party's east-bound main track as now constructed.

This permission is granted upon the following terms:

1. The second party will pay a yearly rental in advance of \$10.00 dollars per mile or fraction thereof, for the pole line and One and 50/100 (\$1.50) Dollars per mile or fraction thereof for each wire; also all taxes and assessments that may be levied or assessed against said line.
2. The voltage carried by said line shall at no time exceed 13,000 ^{Nominal} volts. The location of the line upon the right of way and the construction thereof shall be in accordance with plans heretofore submitted to and approved by the first party.
3. All cost of construction and maintenance of said line shall be paid by the second party. Should the construction, maintenance or operation of said line necessitate any change or alteration in the location or arrangement of any wires, structures or facilities located upon the right of way of the first party, the cost of such change or alteration will be paid by the second party.
4. The first party may by written order require the second party to make such repairs in said line as the first party deems necessary and may also require the second party, for reasons of safety, inductive interference or otherwise, to change the location, elevation, construction or method of operation of the line. All of said repairs or changes shall be made promptly by the second party at its sole expense.
5. Upon completion of said line or any subsequent repairs the second party shall remove from the right of way all excess material and refuse accumulated during construction or maintenance.
6. This permit shall not be transferred or assigned by the second party without the written consent of the first party.
7. The second party agrees that the construction, maintenance or operation of its line shall not at any time inductively or otherwise damage, or interfere with, the operation of the railroad, or any wires, structures or facilities of the first party, its lessees, licensees, or permittees including The Western Union Telegraph Company, or be a menace to the safety of operations conducted on the right of way by said parties. If, in order to prevent such damage or interference, it is necessary in the judgment of the first party to make changes in the construction, location or operation of said railroad, wires, structures or facilities, the cost of such changes shall be borne by the second party.
8. The second party hereby releases and agrees to indemnify and save harmless the first party, The Western Union Telegraph Company, their successors and assigns, and any and every lessee, licensee, or permittee of the first party, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person whomsoever, or from loss of or damage to property of any kind or nature to whomsoever belonging, when such injury, death, loss or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, or existence of said line upon said right of way.
9. It is understood by the parties that said line will be in danger of injury or destruction by fire or other causes incident to the operation of a railway, and the second party accepts this permit subject to such dangers. It is therefore agreed as one of the material considerations of this permit, without which the same would not be granted, that the second party assumes all risk of loss, damage or destruction to said line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars of any kind, misplaced switches, or in any respect from the operation of a railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the first party, or of defective appliances, engines or machinery, and the second party shall save and hold harmless the first party from all such damage, claims and losses.
10. It is agreed that the provisions of Section 8 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the first party's property of which the premises upon which said electric line is located are a part.
11. This permit shall continue in effect from September 16, 1946 until terminated by the first party, and it may be at any time terminated by the first party upon the giving of two (2) months' written notice, either by personal delivery or by mail. Upon the expiration of the time stated in any such notice, the first party may forthwith expel the second party from the premises; and at the end of the permit the second party will restore the premises of the first party to their former state.
12. This license is granted subject to the rights granted by the first party to Griffin Wheel Company under a lease numbered 16019 and dated February 1, 1905.

IN WITNESS WHEREOF, The parties hereto have executed these presents this 16th day of September 1946.

NORTHERN PACIFIC RAILWAY COMPANY,

Witnesses to Signature of Licensee:

By

E. J. James
Industrial Agent.

NORTHERN STATES POWER COMPANY

By

R. D. [Signature]
Vice President.

L. M. Kane
[Signature]

R. D. [Signature] 73

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby grants to Northern States Power Company, a Minnesota corporation, hereinafter called the second party, the right to construct, upon its right of way along the course hereinafter described, an electric line and appurtenant fixtures, hereinafter referred to as line:

On the first party's St. Paul to Duluth Line right of way at Gloster station, Minnesota, along or near the easterly line thereof from the produced southerly line of Frost Avenue to the first party's depot building, said right of way being 50 feet wide on each side of the center line of the first party's east-bound main track as now constructed.

This permission is granted upon the following terms:

1. The second party will pay a yearly rental in advance of \$4.50 dollars ~~per mile or fraction thereof, for the pole line and~~ ~~per mile or fraction thereof for each wire~~; also all taxes and assessments that may be levied or assessed against said line.
2. The voltage carried by said line shall at no time exceed 2400 Volts. The location of the line upon the right of way and the construction thereof shall be in accordance with plans heretofore submitted to and approved by the first party.
3. All cost of construction and maintenance of said line shall be paid by the second party. Should the construction, maintenance or operation of said line necessitate any change or alteration in the location or arrangement of any wires, structures or facilities located upon the right of way of the first party, the cost of such change or alteration will be paid by the second party.
4. The first party may by written order require the second party to make such repairs in said line as the first party deems necessary and may also require the second party, for reasons of safety, inductive interference or otherwise, to change the location, elevation, construction or method of operation of the line. All of said repairs or changes shall be made promptly by the second party at its sole expense.
5. Upon completion of said line or any subsequent repairs the second party shall remove from the right of way all excess material and refuse accumulated during construction or maintenance.
6. This permit shall not be transferred or assigned by the second party without the written consent of the first party.
7. The second party agrees that the construction, maintenance or operation of its line shall not at any time inductively or otherwise damage, or interfere with, the operation of the railroad, or any wires, structures or facilities of the first party, its lessees, licensees, or permittees including The Western Union Telegraph Company, or be a menace to the safety of operations conducted on the right of way by said parties. If, in order to prevent such damage or interference, it is necessary in the judgment of the first party to make changes in the construction, location or operation of said railroad, wires, structures or facilities, the cost of such changes shall be borne by the second party.
8. The second party hereby releases and agrees to indemnify and save harmless the first party, The Western Union Telegraph Company, their successors and assigns, and any and every lessee, licensee, or permittee of the first party, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person, whomsoever, or from loss of or damage to property of any kind or nature to whomsoever belonging, when such injury, death, loss or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, or existence of said line upon said right of way.
- It is understood by the parties that said line will be in danger of injury or destruction by fire or other causes incident to the operation of a railway, and the second party accepts this permit subject to such dangers. It is therefore agreed as one of the material considerations of this permit, without which the same would not be granted, that the second party assumes all risk of loss, damage or destruction to said line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars of any kind, misplaced switches, or in any respect from the operation of a railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the first party, or of defective appliances, engines or machinery, and the second party shall save and hold harmless the first party from all such damage, claims and losses.
9. It is agreed that the provisions of Section 8 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the first party's property of which the premises upon which said electric line is located are a part.
10. This permit shall continue in effect from November 16, 1946 until terminated by the first party, and it may be at any time terminated by the first party upon the giving of two (2) months' written notice, either by personal delivery or by mail. Upon the expiration of the time stated in any such notice, the first party may forthwith expel the second party from the premises; and at the end of the permit the second party will restore the premises of the first party to their former state.

IN WITNESS WHEREOF, The parties hereto have executed these presents this 16th day of November, 1946.

NORTHERN PACIFIC RAILWAY COMPANY,

Witnesses to Signature of Licensee:

By

J. E. Thames
Industrial Agent.

NORTHERN STATES POWER COMPANY

By

[Signature]

By

[Signature]

VICE PRESIDENT

24

ELECTRIC LINE LICENSE (LONGITUDINAL)

No. 70993

R. W. 30 1500-5-22-47W

NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby grants to Northern States Power Company, a Minnesota corporation, of St. Paul, Minnesota, hereinafter called the second party, the right to construct, upon its right of way along the course hereinafter described, an electric line and appurtenant fixtures, hereinafter referred to as line;

On the first party's St. Paul to Duluth Line right of way at and near a production of Newcomb Street in the City of St. Paul, Minnesota, along approximately the course shown in red on the plat hereto attached and made a part hereof.

This permission is granted upon the following terms:

1. The second party will pay a yearly rental in advance of \$2.50 dollars ~~per mile or fraction thereof, for the pole line and~~ ~~per mile or fraction thereof for each wire~~; also all taxes and assessments that may be levied or assessed against said line.
2. The voltage carried by said line shall at no time exceed 240 volts. The location of the line upon the right of way and the construction thereof shall be in accordance with plans heretofore submitted to and approved by the first party.
3. All cost of construction and maintenance of said line shall be paid by the second party. Should the construction, maintenance or operation of said line necessitate any change or alteration in the location or arrangement of any wires, structures or facilities located upon the right of way of the first party, the cost of such change or alteration will be paid by the second party.
4. The first party may by written order require the second party to make such repairs in said line as the first party deems necessary and may also require the second party, for reasons of safety, inductive interference or otherwise, to change the location, elevation, construction or method of operation of the line. All of said repairs or changes shall be made promptly by the second party at its sole expense.
5. Upon completion of said line or any subsequent repairs the second party shall remove from the right of way all excess material and refuse accumulated during construction or maintenance.
6. This permit shall not be transferred or assigned by the second party without the written consent of the first party.
7. The second party agrees that the construction, maintenance or operation of its line shall not at any time inductively or otherwise damage, or interfere with, the operation of the railroad, or any wires, structures or facilities of the first party, its lessees, licensees, or permittees including The Western Union Telegraph Company, or be a menace to the safety of operations conducted on the right of way by said parties. If, in order to prevent such damage or interference, it is necessary in the judgment of the first party to make changes in the construction, location or operation of said railroad, wires, structures or facilities, the cost of such changes shall be borne by the second party.
8. The second party hereby releases and agrees to indemnify and save harmless the first party, The Western Union Telegraph Company, their successors and assigns, and any and every lessee, licensee, or permittee of the first party, from and against all loss, damages, claims, demands, actions, causes of action, costs, and expenses of every character which may result from any injury to or death of any person, whomsoever, or from loss of or damage to property of any kind or nature to whomsoever belonging, when such injury, death, loss or damage is caused or contributed to by, or arises from, the construction, installation, maintenance, condition, use, operation, or existence of said line upon said right of way.
- It is understood by the parties that said line will be in danger of injury or destruction by fire or other causes incident to the operation, maintenance or improvement of the railway, and the second party accepts this permit subject to such dangers. It is therefore agreed as one of the material considerations of this permit, without which the same would not be granted, that the second party assumes all risk of loss, damage or destruction to said line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars of any kind, misplaced switches, or in any respect from the operation, maintenance or improvement of the railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the first party, or of defective appliances, engines or machinery, and the second party shall save and hold harmless the first party from all such damage, claims and losses.
9. It is agreed that the provisions of Section 8 are for the equal protection of any other railroad company or companies heretofore or hereafter granted the joint use of the first party's property of which the premises upon which said electric line is located are a part.
10. This permit shall continue in effect from July 1, 1949 until terminated by the first party, and it may be at any time terminated by the first party upon the giving of two (2) months' written notice, either by personal delivery or by mail. Upon the expiration of the time stated in any such notice, the first party may forthwith expel the second party from the premises; and at the end of the permit the second party will restore the premises of the first party to their former state.

IN WITNESS WHEREOF, The parties hereto have executed these presents this 1st day of July 19 49.

NORTHERN PACIFIC RAILWAY COMPANY,

Witnesses to Signature of Licensee:

By

E. J. Thames
Industrial Agent

NORTHERN STATES POWER COMPANY

By

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NORTHERN PACIFIC RAILWAY COMPANY, hereinafter called the first party, hereby grants to

Northern States Power Company, a Minnesota corporation,
of St. Paul, Minnesota,

hereinafter called the second party, the right to construct, maintain and operate an electric current line with the necessary poles, crossarms, wires, conduits and other fixtures appurtenant thereto across the right of way of the first party along the course described as follows:

Crossing the first party's Duluth Short Line

right of way at Earl Street in the City of St. Paul, Minnesota,
 along approximately the course shown in red on the plat hereto
 attached, marked "Exhibit A" and made a part hereof.

This permission is granted upon the following terms:

1. The second party will pay a rental of ~~in advance for the full term hereof~~, also all taxes and assessments that may be levied or assessed against the improvements.
2. The electric wires and appurtenances shall be constructed and maintained in accordance with specifications contained in Exhibit "B" hereto attached and made a part of this instrument.
3. All cost of construction and maintenance shall be paid by the second party; the Superintendent of Telegraph of the first party will decide what portion, if any, of the work will be done by the first party, and for such portion the second party will pay the first party the estimated cost before the work is done; if the actual cost exceeds the estimate, the second party will pay the additional amount when called upon; if the actual cost is less than the estimate the first party will repay the surplus.
4. Should the construction or maintenance of the electric line herein contemplated necessitate any change or alteration in the location or arrangement of any other electric wires or appurtenances located upon the right of way of the first party, the cost of such change or alteration will be paid by the second party.
5. The first party shall have the right at any time to judge of the necessity of repairs in the crossing wires or appurtenances and upon written request from the first party the second party shall promptly make such repairs as the first party may deem necessary. If at any time it becomes necessary in the judgment of the first party for reasons of safety or otherwise, to change the location, elevation or method of construction of the crossing wires and appurtenances, such changes will be made promptly by the second party upon request of the first party within thirty days after such request and in such manner as the first party shall direct.
6. The crossing wires shall be used for the sole purpose of conveying electric currents at a potential not to exceed 4,000 volts.
7. This permit shall not be transferred or assigned by the second party without the written consent of the first party.
8. The second party agrees that the wires and appurtenances and the use of the same for conducting electric current shall not damage at any time the railroad or structures of the first party, or the property of The Western Union Telegraph Company, or any other property upon the right of way, or be a menace to the safety of the first party's operations or any other operations conducted on the right of way. The second party will indemnify and save harmless the first party, The Western Union Telegraph Company, and every other owner of any property upon said right of way, from all loss or damage to property, from all loss or damage from interfering with operation and from injuries to persons occasioned by the wires and appurtenances or the electric current conducted thereon.
9. After the completion of the crossing wires and appurtenances or any subsequent repairs thereof the second party shall remove from the right of way of the first party, to the satisfaction of the Superintendent of Telegraph of the first party, all false work and the like used in the installation or repair work.
10. If the second party at any time shall cease to maintain and operate the said line or shall fail faithfully to perform every agreement of this instrument, the first party may forthwith terminate this permit and may forthwith expel the second party from its premises, and at the end of the permit the second party will restore the premises of the first party to their former state.
11. It is understood by the parties that said pole line will be in danger of injury or destruction by fire or other causes incident to the operation of a railway, and the second party accepts this permit subject to such dangers. It is therefore agreed, as one of the material considerations of this permit, without which the same would not be granted, that the second party assumes all risk of loss, damage or destruction to said pole line without regard to whether such loss be occasioned by fire or sparks from locomotive engines or other causes incident to or arising from the movement of locomotives, trains or cars of any kind, misplaced switches, or in any respect from the operation of a railway, or to whether such loss or damage be the result of negligence or misconduct of any person in the employ or service of the first party, or of defective appliances, engines or machinery, and the second party shall save and hold harmless the first party from all such damage, claims and losses.
12. In addition to complying with the attached specifications, the electric wires and appurtenances shall be constructed and maintained in accordance with the rules and regulations of the Minnesota State Railroad & Warehouse Commission.
13. This permit may be terminated at any time by the First Party upon the giving of thirty (30) days' written notice, either by personal delivery or by mail. Upon the expiration of the time stated in any such notice, the First Party may forthwith expel the Second Party from the premises and at the end of the permit the Second Party will restore the premises of the First Party to their former state.

IN WITNESS WHEREOF the parties hereto have executed these presents this 16th day of April 1935.

NORTHERN PACIFIC RAILWAY COMPANY,

Witnesses to Signature of Permittee:

By J. L. Watson Right of Way Commissioner.

Jean J. Meyers
Arday Moody

NORTHERN STATES POWER COMPANY

By J. H. Sargent
 Manager
 Land & Tax Department

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PERMIT

This permit, made this 1st day of May, 1998, is by and between Ramsey County Regional Railroad Authority, a political subdivision and local government unit of Minnesota, party of the first part (hereinafter referred to as "RCRRA"), and Northern States Power Company, a Minnesota corporation, 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 of varying widths, located between Minnehaha Avenue and Arcade Street in the City of St. Paul, Minnesota (hereinafter the "right of way"), as evidenced by Quit Claim Deed on file and of record in the office of the Ramsey County Recorder as document no. 2693267; and

WHEREAS, the Permittee has installed or caused to be installed on the right of way a wire line facility, including poles, wires, cables, conduits, and other appurtenant fixtures, for the purpose of transmitting electric current (hereinafter the "wire line"); and

WHEREAS, the Permittee has requested a written agreement to provide for the continued location of the wire line 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. 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 wire line, as shown on Exhibit A hereto attached and made a part of this permit (hereinafter the "premises"), along with reasonable access thereto, and may operate and maintain the wire line where it now stands.
2. Consideration. In consideration of the foregoing the Permittee will pay to RCRRA the sum of Forty-Five Dollars (\$45.00) in advance for each year this permit is in effect, as an acknowledgment that the use and enjoyment of the premises is under this permit, and not otherwise. RCRRA retains the right to adjust this fee as conditions warrant.
3. Termination. Either party may terminate this permit at any time by giving six (6) months notice in writing to that effect to the other party, and thereupon the

Permittee shall immediately remove the wire line 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 wire line as it sees fit at the expense of the Permittee, without any liability for damages.

4. Relocation. At the request of RCRRA, the Permittee, at its sole cost and expense, shall relocate any of the wire line to other areas of the right of way as determined by RCRRA, as necessitated by rail, trail, or other transportation-related improvements only. Should the Permittee wish to relocate the wire line to a different area of the right of way, such relocation will be subject to the written approval of RCRRA, which approval may be withheld at the discretion of RCRRA.
5. Restoration. The Permittee shall be responsible to restore and repair any areas of the right of way disturbed by its use of the premises under this permit, at the sole cost and expense of the Permittee, to a condition acceptable to RCRRA.
6. Maintenance. All costs of maintaining and repairing the wire line shall be the sole responsibility of the Permittee.

The Permittee recognizes that the wire line traverses property which will be landscaped and maintained in a natural state. No cutting or clearing of vegetation upon the premises shall be done without the prior written consent of RCRRA, its agents or assigns. Should cutting or clearing be conducted on the RCRRA property in violation of this condition, the Permittee shall be responsible to replace, at its sole cost and expense, any cut or cleared trees, shrubbery, or other vegetation with a reasonable substitute, to be approved by RCRRA, its agents or assigns.

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 protect, indemnify, and hold harmless RCRRA, its commissioners, agents, and employees, from and against any and all cost, expense, liability, loss, claims for damages, actions, or causes of action arising out of, connected with, or caused by 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 \$1,000,000. RCRRA shall be added as an additional insured on the policy with a cross-suits endorsement included to the benefit of RCRRA and a certificate of insurance evidencing such coverage shall be provided by the Permittee to RCRRA.

Permittee shall evidence and keep in force worker's compensation and employee's liability coverage in accordance with Minnesota State statutes during the term of this permit.

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

10. Non-exclusivity. This permit is non-exclusive and the license herein granted is subject to the outstanding rights of others to occupy the premises.
11. Assignment. This permit shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns. Permittee shall not assign the rights hereunder or any interest therein without first obtaining the written consent of RCRRA, which consent shall not be withheld or delayed unreasonably; provided, however, that RCRRA's consent shall not be required in connection with a transfer occasioned by or connected with a merger, acquisition, corporate restructuring or the transfer by Permittee of substantially all of its assets.
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: PNE062

And to the Permittee at:

Northern States Power Company
Attn: _____
414 Nicollet Mall
Minneapolis, MN 55401

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

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

Rafael E. Ortega
Rafael E. Ortega, Chair

5-1-98
Date

By Kathryn DeSpiegelaere
Kathryn DeSpiegelaere, Director

4/18/98
Date

Approved as to form and execution:

By David F. MacMillan

David F. MacMillan

Assistant Ramsey County Attorney

4-10-98
Date

Insurance approved:

By Denise Kapler

Denise Kapler

Risk Management

4-5-98
Date

Northern States Power Company

By Donna S. Speyer

Its DIRECTOR, ASSIST. MANAGEMENT

Date 3/17/98

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

6

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere

Authorized Signature

October 7, 2004

Date

Board Action Requested

Funding for transportation

DISCUSSION ONLY

Request Justification

Several groups are working on state transportation funding proposals. Representatives of various groups will be scheduled for Rail Authority meetings.

Attached:

1. Association of Minnesota Counties information
2. Minnesota Moves draft information

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 12, 2004

Board Date

Kristine A. Longhewy
Signature

October 7, 2004

Date

Association of Minnesota Counties

Draft Consensus Positions for a 2005 Transportation Proposal

1. AMC acknowledges as fact that the overall transportation and transit needs for Minnesota exceed one billion dollars per year for the next ten years.
 - AMC recognizes that it is politically impractical to fully fund all of Minnesota's needs, but every effort must be made to meet that goal.
2. Each and every Minnesota County, regardless of size or location, must have additional revenue to effectively move product and goods and to allow convenient movement to and from employment opportunities.
 - AMC supports the position that CSAH distribution should continue with current funding under current formula and new funding under a new formula (sixty percent needs, forty percent registrations).
3. AMC recommends that the overall funding stream for transportation and transit services must be significantly increased.
4. AMC recommends that transit, like roads and bridges, requires a predictable, dedicated funding stream.
5. AMC recommends that a comprehensive transportation and transit proposal should include recommendations regarding process, funding, standards and potential restructuring of systems.
6. AMC recommends that transportation and transit system funding should include a combination of:
 - An increase in the state gas tax
 - Indexing the gas tax
 - Use of a county wheelage tax
 - Adoption of a local transportation/transit district sales tax
 - State bonding
 - Road impact fees
 - An increase in motor vehicle registration fees can be considered if there are no general fund reductions
 - Transfer from the State General Fund of MVST could be considered under certain circumstances

Comprehensive Plan Funding Option

Staff has developed a funding option that increases revenue resources for transportation and transit to meet the Transportation Work Group target of one billion new federal/state/local dollars. The elements used in this proposal, AMC Plan, include both hard and soft dollar amounts. In addition, it should be noted that the numbers used are estimates and are used for illustrative purposes only. The AMC Plan was finalized and agreed upon by the Transportation Work Group at their September fifteenth meeting.

AMC Plan

The AMC plan includes the following elements:

1. A five-cent gas tax increase in year one,
2. A five-cent gas tax in year two,
3. Indexing in year three,
4. Some combination of a local county option wheelage fee and registration fee increase,
5. A half-cent regional transit district sales tax (this would be allowed in any county, with the revenue dedicated to transportation and transit),
6. Road impact fees (no fiscal estimate is given as this fee would be imposed locally on a case-by-case basis),
7. Bridge bonding (expressed as a yearly number),
8. New state GO and Revenue bonding,
9. Efficiency estimates.
10. New federal monies

Explanations of Each Element

Estimated New Federal Money: This proposal assumes one hundred and twenty five million dollars in new federal moneys under a new six-year federal transportation act. There is some concern that this money has already been committed under the current state construction program.

Gas Tax: This proposal recommends a ten-cent gas tax increase, five cents in the first year and five cents in year two.

Indexing: The proposal recommends indexing begin in the third year. A process recommendation that could be considered would have the legislature adopt indexing but the legislature could, on a yearly basis, vote to not implement for that particular year.

Wheelage Fee: The AMC Plan recommends a combination of a wheelage fee and an increase in the motor vehicle registration fee. The estimate assumes a \$20 fee on the majority of registrations and by a majority of counties. The amount and what vehicles it applies to would be determined as a local county option.

Registration Tax: This plan increases the registration fee but assumes that the state backfill continues at the current level. Since counties receive only twenty nine percent of a tab increase, it is financially in the county interest to institute a wheelage fee rather than a tab fee increase.

Half Cent Metro Sales Tax: This plan assumes a half-cent sales tax to be used for both transit and transportation in a metropolitan transit district.

Regional Non-Metro Half Cent Sales Tax: This plan would allow for a local option to enact a transportation and transit sales tax by a transit district created at the local level.

Regional Property Tax: Whenever incorporated, this assumes that the seven metro counties impose the property tax currently authorized by law for the local match for capital costs for transit.

Road Impact Fees: Road impact fees grant local governments the option to impose a fee on developers commensurate with the increase in demand for access to the new development. For instance, if a developer were to add a thousand housing units in a subdivision that would require upgrades in a county road, some or all of that upgrade could be charged to the developer. This is similar to the special assessment process.

Bridge Bonding: Generally this is an extension of the current bridge bonding program but on an accelerated pace.

New State Bonding: This proposal assumes a level of state GO and revenue bonds for transportation and transit purposes. A factor could be included to require that the 62/29/9 division be imposed to cover the local costs involved with state projects.

Efficiency Estimates: Other groups as part of their packages are using these estimates. It is extremely unclear how hard or soft these numbers are but it is recommended that they be used for both consistency and political reasons.

MN. Chamberz

DRAFT
Minnesota Moves Funding Proposal

Key funding principles:

- User-fee based
- Multimodal
- Consistent/predictable funding for both highways and transit
- Statewide balance
- Maximize local and federal contributions
- 15-year acceleration plan
- Sunsets after 15 years (except money for maintenance and operations)
- Constitutional Amendment with a formula change for new money

New Revenues:

Federal Funding	\$90
Gas Tax	\$320
Tab Fee (schedule adjustment)	\$89
General Obligation Bonds	\$85
Regional Property Tax	\$25
Efficiencies	\$45-\$100
FAST/HOT lanes	<u>\$25-\$45</u>
	\$679-\$744

Distribution of Funding:

Metro Highways	33%
GM Highways	26%
Local Roads	17%
Transit	22%
Air/Rail/Ports	<u>2%</u>
	100%

- Federal Funding: Minnesota is expected to receive \$100-\$150 million in new federal funding under the T-3 Reauthorization bill. This proposal captures state portion of this funding.
- Gas Tax: Reflects a 10-cent gas tax increase.
- Tab Fee Schedule Adjustment: This would buy back approximately one-third of the Gov. Ventura tab fee cut of 2000.
- GO Bonds: General Obligation Bonds can be used for local roads and bridges, right of way acquisition and transit capital costs.
- Regional Property Tax: This assumes the use of existing regional rail property tax authority. Currently only about \$6 million of the \$100 million levy authority is being used. Funding will be pay for local share of transit operations.
- Efficiencies: Reflects improvements in highway administrative costs per mile and transit operating costs per mile. Gives Minnesota Department of Transportation the authority to pilot efficiency programs in the areas of right of way acquisition, environmental planning, reverse auctions and awarding of contracts. Also calls for streamlining the planning and approval process, reform of road classification system, review of construction and maintenance standards, and expansion of intergovernmental contracting partnerships.
- FAST/HOT Lanes: Estimated at \$25 million/year or two significant projects totaling about \$375 million.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

7

REGIONAL RAILROAD AUTHORITY

K. Spiegelbauer
Authorized Signature

10/5/04
Date

Board Action Requested

Central Corridor update

DISCUSSION ONLY

Request Justification

See attached information. An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 12, 2004

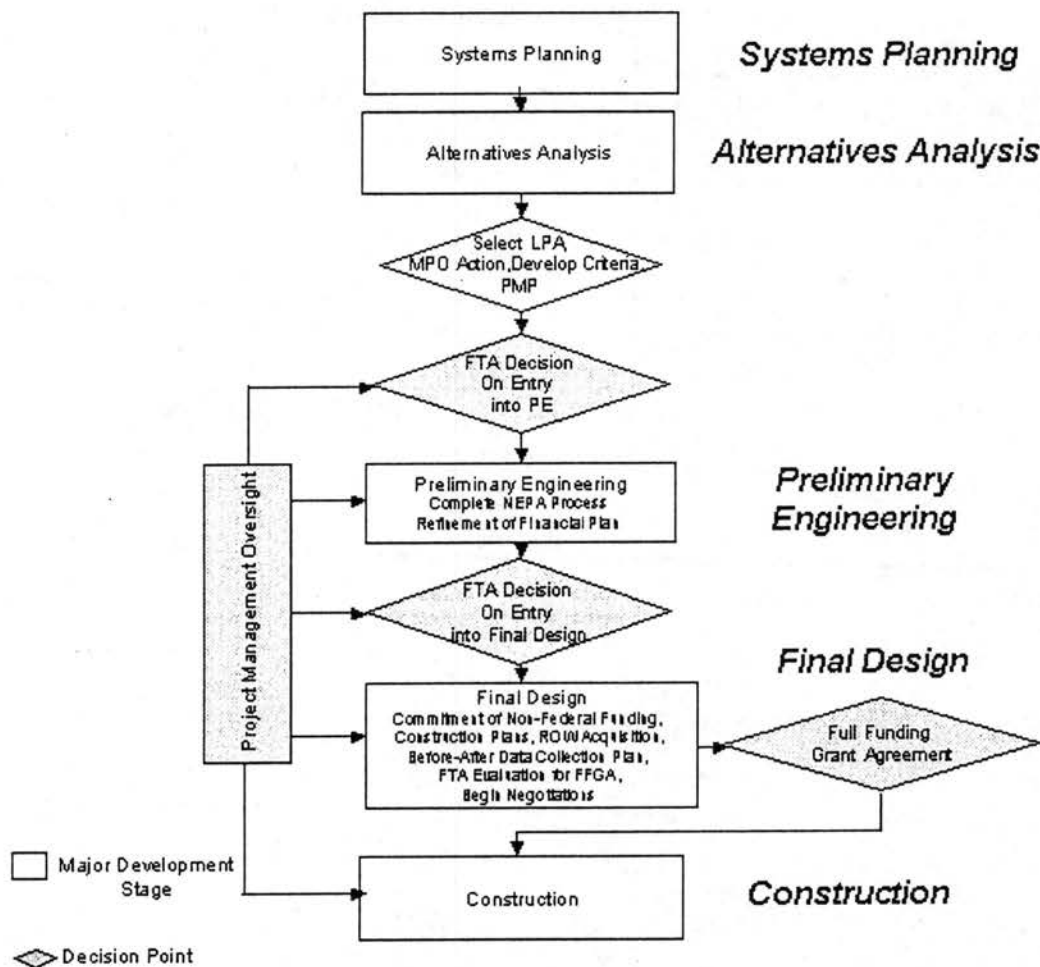
Board Date

Kristine A. Longhurry
Signature

October 5, 2004

Date

TEA-21 New Starts Planning and Project Development Process



startribune.com[Close window](#)

Last update: October 8, 2004 at 6:08 PM

Editorial: Traffic mess/A metro consensus emerges

Published October 11, 2004

For the better part of two decades, Minnesota's political and business forces have preferred either to ignore the metropolitan region's growing traffic congestion or to quarrel over matters of geography and mode.

Now, quite suddenly, a rough consensus has emerged, both on the scope of the problem and how best to approach it. Hallelujah for that.

As we've been saying all along, three components are required: first, an admission that congestion in a growing region cannot, in a practical sense, be reduced but only mitigated; second, a realization that both wider roads and vastly improved transit choices, both bus and rail, are needed, and, third, a commitment to spend an extra \$750 million each year for the next 20 years to pay for these improvements.

That leaves one remaining problem: How to raise the money? It's here that political and business leaders begin to sputter. Some revert to denying that the problem exists. Others concoct fantasies that tolls, bonding and "operational efficiencies" can suffice -- anything to avoid new taxes.

Unfortunately, there's no free lunch. Years of neglecting the transportation infrastructure carries a cost that will be paid -- either by investing as suggested above, or by suffering a decline in the quality of life and in the prospects for growth and prosperity. New businesses simply won't locate in a region that lacks the courage to invest in itself, especially when competing regions continue to do so. Minnesota cannot afford another 20-year discussion on this topic.

Again recently, the state's business and political leaders have honed their skills in defining the problem. The Itasca Project, led by 30 top Twin Cities CEOs, produced a report making clear the urgency for starting now, because it will take decades to build what's needed. Among Itasca's core observations: \$750 million extra per year must be spent statewide, 80 percent on roads, 20 percent on buses and trains; transit funding must be as predictable as highway funding; user revenues should be employed whenever possible, with new road tolls paying 10 percent of the cost.

Itasca also produced a statewide poll. It found that Minnesotans rank transportation as highly as public safety and education among their concerns. More favor transit choices than road expansion, although both are supported. More than 90 percent favor additional transportation spending, placing the public far ahead of elected politicians. The most popular means of payment were tolls, higher license-tab fees and gasoline taxes.

Unfortunately and unexpectedly, Itasca did not prescribe a funding solution.

The Minnesota Chamber of Commerce may step into that void, however, by advocating a 10-cent rise in the gasoline tax, a constitutional shift in auto-related sales tax revenues from the general fund to transportation purposes, and a statewide referendum on those two questions. As the chamber points out, it's important for citizens to understand exactly the projects they would get for their money -- people must "see what they're buying."

Perhaps the most impressive ingredient in this emerging consensus comes from the Metropolitan Council. Its draft 2030 Transportation Policy Plan elegantly dissects the challenge of accommodating a million new residents over the next 25 years. It adds the important question of land use. This metro region is in constant flux. Concentrating more jobs in transit-friendly downtowns and along transit corridors will take pressure off freeways. Encouraging live/work/shop communities that reduce auto trips also helps. These market shifts in land use should, indeed, be counted as a benefit in evaluating transit projects.

There are problems, of course. The Met Council's bus expansion plan is too modest. Itasca's funding mix shortchanges transit. Its reliance on tolls is too optimistic.

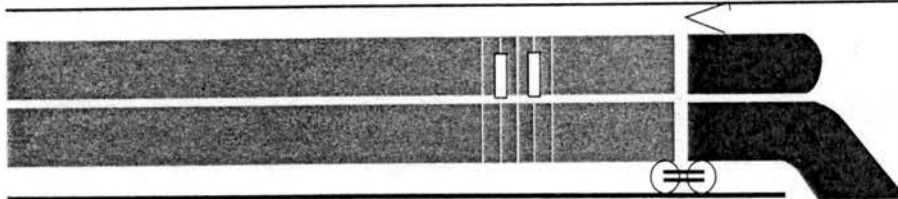
The biggest roadblocks, however, remain a governor who thinks progress can be made piecemeal and a House that favors no progress at all.

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Central Corridor Update October 12, 2004

The Central Corridor is currently at the project development stage depicted in the top diamond of the attached FTA flow chart. Components involved are shown in the following table. Changes since the last report are shown in **BOLD**.

Submit Draft AA/DEIS to FTA	Complete.
Phase I Cultural Resources Report	Draft received; 30 day SHPO review complete.
AA/DEIS submitted to FTA with Revisions	Revised AA/DEIS submitted to FTA on February 3 for their review.
FTA Approval of AA/DEIS for Hearings	FTA approved changes as submitted but requested some additional narrative.. FTA is requesting preliminary New Starts information prior to AA/DEIS publication. Meeting held with FTA headquarters staff on September 10. Agreement reached on steps for DEIS release. Meeting held with FTA staff on October 7 to resolve any computer modeling issues. Minor additional information being provided.
AA/DEIS Released to Public	
Develop Project Management Plan	Draft Complete
Conduct Additional Design and Community Outreach Work	Contracts approved and signed. Work is underway. Project Management Team being reactivated. Meetings being held with stakeholders. Data collection underway.
Conduct Phase II Cultural Resources Work	RFP Issued. Proposals for Phase II Cultural Resources work received. SHPO has requested some additional work. Contract signed. Work underway. Draft report received. Discussions are underway with state approval authorities.
Public Hearings Held by Coordinating Committee	CCCC meetings underway.
Select Locally Preferred Alternative	
Submit New Starts Criteria to FTA	Development of land use submission has begun.



Ramsey County Regional Railroad Authority

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

AGENDA

Regional Railroad Authority Meeting

October 26, 2004

10:45 a.m.

Third Floor Council Chambers Courthouse

1. * Approve minutes from October 12, 2004 RCRRA meeting

ADMINISTRATIVE AGENDA

2. * Ratify Partial Payment No. 3 in the amount of \$11,099.52 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for the period ending September 17, 2004

POLICY AGENDA

3. Presentation by Central Corridor Partnership
4. * Approve sale of right of way west of Arcade Street to City of St. Paul for \$85,000
5. Central Corridor Update

- * Action is requested

Meeting Minutes

RAMSEY COUNTY RAILROAD AUTHORITY MEETING

The Ramsey County Regional Railroad Authority met on October 12, 2004, in Council Chambers, Third Floor Courthouse.

MEMBERS PRESENT: Chair Rafael Ortega
Commissioner Tony Bennett
Commissioner Susan Haigh
Commissioner Jim McDonough
Commissioner Victoria Reinhardt
Commissioner Janice Rettman

MEMBERS ABSENT: Commissioner Jan Wiessner (arrived at 1:35 p.m.)

OTHERS PRESENT: Kathy DeSpiegelaere, Steve Morris, Kris Longhenry, Alicia Vap,
David Twa, Terry Speiker, Lisa Lee

Chair Ortega called the meeting to order at 1:25 pm.

ADMINISTRATIVE AGENDA

1. Approve minutes from September 28, 2004 RCRRA Meeting

A motion was made by Commissioner Haigh, seconded by Commissioner Reinhardt to approve minutes from the September 28, 2004 RCRRA meeting.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 5, Nays – 1
Motion accepted.

2. Ratify Partial Payments Nos. 7 and 8 in the amount of \$12,793.75 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending August 2004

A motion was made by Commissioner Haigh, seconded by Commissioner Reinhardt to ratify partial payments Nos. 7 and 8 in the amount of \$12,793.75 to Goff and Howard, Inc. for consulting services on the Central Corridor Phase 2 study for the period ending August 2004.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes – 5, Nays – 1
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Goff and Howard, Inc. for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Goff and Howard, Inc. has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through August 2004; and

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

WHEREAS, Goff and Howard, Inc. Invoice No. 8793, Partial Payment No. 7 in the amount of \$6,986.25 and Invoice No. 8912, Partial Payment No. 8 in the amount of \$5,807.50 attachments thereto, provide the correct documentation of payments due Goff and Howard, Inc. through August 2004; Now, Therefore Be It

RESOLVED, Payment to Goff and Howard, Inc. in the amount of \$12,793.75 for services rendered through August 2004, is hereby ratified.

3. Ratify Partial Payment No. 2 in the amount of \$14,912.02 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for the period ending August 20, 2004

A motion was made by Commissioner Haigh, seconded by Commissioner Reinhardt to ratify partial payment No. 2 in the amount of \$14,912.02 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for the period ending August 20, 2004.

Roll call vote was taken:

Ayes – 5, Nays – 1
Motion accepted.

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Metropolitan Council for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Metropolitan Council has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through August 20, 2004; and

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

WHEREAS, Metropolitan Council Invoice No. NCV-3184, Partial Payment No. 2, in the amount of \$14,912.02 attachments thereto, provide the correct documentation of payments due Metropolitan Council through August 20, 2004; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$14,912.02 for services rendered through August 20, 2004, is hereby ratified.

POLICY AGENDA

1. Report on California rail station meetings

Kathy DeSpiegelaere provided a presentation on the California rail station meetings (hard copy attached). She reported that David Block (Chair of LOCATE), Commissioners Bennett and Ortega

and herself toured with Tom Matoff (LTK Engineering), several facilities following the RailVolution conference in Los Angeles. CA.

Commissioner Bennett noted that California will have on the ballot a 225 mph high speed rail line from Los Angeles to San Francisco (at an estimated cost of \$40 billion), ultimately from San Diego to Sacramento. He explained that funding will come from the state general fund and noted that fifty-seven percent of the population is highly in favor of it.

(Commissioner Wiessner arrived at this time).

Kathy DeSpiegelaere summarized several conclusions from the Union Station visits:

- 1) It is important there is a catalyst in station development, often having to do with a development opportunity.
- 2) Multimodal transportation use is important.
- 3) Think carefully about when and where to use federal funds; don't use them for acquisition.
- 4) Collaboration is important.
- 5) Start small with a rail line and add more later.
- 6) Buy as much property as possible and lease it to others.
- 7) Cultivate public partners with expertise, money and power.

Chair Ortega added another conclusion, referencing financial difficulties experienced by the amusement park that was put into the Kansas City facility; remain true to the historical use of the station.

Commissioner Wiessner asked for more specifics about what not to use federal funds for. Kathy DeSpiegelaere said federal funds should not be used for property acquisition, but they could possibly be used for planning and construction. She explained that federal funds are quite restrictive and can be used only for transit portions of a property.

5. Terminate Agreements LNE003, LNE005, LNE006, LNE007, PNE020, and PNE062 with Xcel Energy; authorize the Director to sign the letter terminating the agreements; and authorize staff to negotiate with Xcel Energy new permits with rents consistent with past rent increases

Kathy DeSpiegelaere provided a background explanation of the issue and rail property. She explained that Xcel has said they will not pay the increased rents on their permits and leases with us. She stated that the existing agreements could be terminated and new permits negotiated, although this will generate administrative costs for both sides. She commented that staff recommendation is to take this course of action.

David MacMillan stated the five permits have an annual fee and when RCRRA increased the fees, Xcel responded that the existing permits do not allow a fee increase. He agrees the permits should be cancelled and new ones negotiated to increase the fees.

Commissioner Rettman expressed concern that if the permits are cancelled, Xcel will have to move their utilities. David MacMillan explained that at the end of the cancellation period, if there is no new agreement, a legal action would be required to remove Xcel from the RCRRA property, which could be done. He also stated that Xcel could acquire an easement over the property, based on appraisal by the courts.

Commissioner Bennett suggested a real estate or commercial law expert should examine the situation.

Commissioner Haigh pointed out the issue is a \$2,000 revenue item per year, so it may not be productive to spend time and lawyers' fees. She stated that following David MacMillan's plan seems adequate. Commissioner Reinhardt agreed. Further discussion ensued regarding the best direction to go; David suggested a larger payment which would cover a longer time period's permit.

A motion was made by Commissioner Reinhardt, seconded by Commissioner Haigh, to authorize staff and County Attorney staff to begin to negotiate with Xcel Energy for fees regarding Agreements LNE003, LNE005, LNE006, LNE007, PNE020, and PNE062 and return to RCRRRA.

Chair Ortega suggested meeting with Kathy DeSpiegelaere, David MacMillan and Xcel to assess the situation. Commissioner McDonough expressed concern that other issues could be raised. Commissioner Wiessner explained that the motion authorizes the County Attorney to start negotiations; the permits would not be terminated until the new permits are agreed upon. Commissioner Reinhardt agreed with the language.

Commissioner McDonough asked if the RCRRRA holds other leases. Kathy DeSpiegelaere answered that there are a number of other leases and for approximately ten years, rents were not increased. She explained that in 2002, staff noticed that the management plan suggested increasing rents to keep up with the increases in property values, so fees were increased by 10% for that ten-year period. She commented that at that point, Xcel stated a preference for a one-time payment rather than an annual fee.

Commissioner McDonough suggested that permits and leases with for profit companies could be handled differently than those with public utilities. Chair Ortega suggested he would meet with David MacMillan and Kathy DeSpiegelaere to discuss the Xcel permits.

Roll call vote was taken; Commissioner Rettman voted no:

Ayes - 6, Nays - 1
Motion accepted.

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

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

WHEREAS, The Ramsey County Regional Railroad Authority inherited from BN Agreements LNE003, LNE005, LNE006, LNE007, and PNE020; and executed Agreement PNE062 with Xcel Energy for several electric lines and an electric pole in St. Paul and in Maplewood; and

WHEREAS, Xcel Energy has not paid 2002 rent and has paid portions but not all of 2003 and 2004 rent; Now, Therefore Be It Further

RESOLVED, The Ramsey County Regional Railroad Authority authorizes staff and Ramsey County Attorney staff to begin to negotiate for fees regarding Agreements LNE003, LNE005, LNE006, LNE007, PNE020.

6. Funding for Transportation

Kathy DeSpiegelaere noted that at the next RCRRA meeting in two weeks, Larry Dowell, Chair of The St. Paul Area Chamber of Commerce, will speak on the Minnesota Chamber's Transportation Funding Proposal. She explained that there also is a proposal by the Itasca Group; as well as one by AMC; both of these groups will present to the RCRRA soon.

Chair Ortega requested copies of all three proposals for the RCRRA members.

7. Central Corridor Update

Steve Morris noted that staff met with the Federal Transportation Administration (FTA) about the modeling; the project is proceeding.

The meeting adjourned at 2:20 pm.



Multimodal Terminal Tour

Los Angeles Union Station and
San Francisco to San Jose to
Oakland to San Francisco

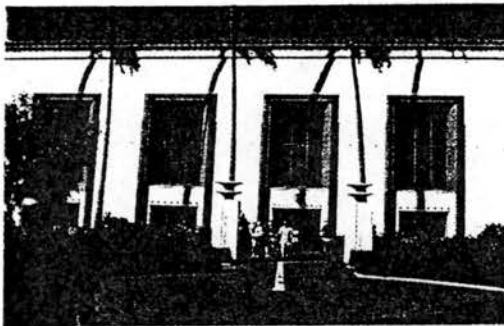
September 2004



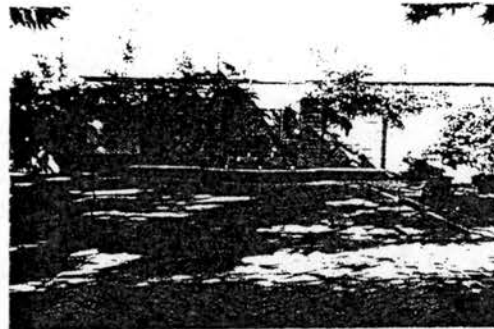
Los Angeles Union Station

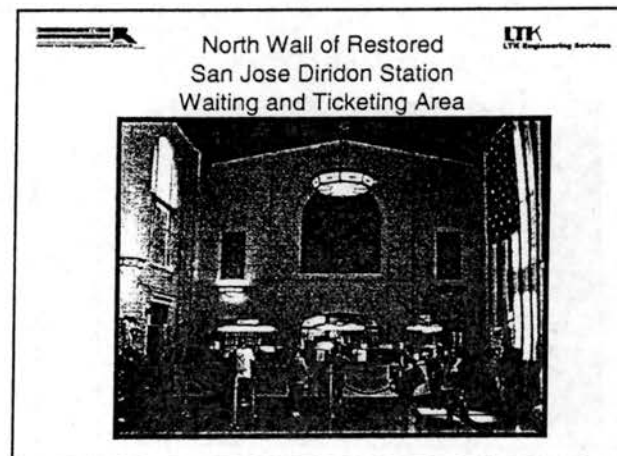


Los Angeles Union Station



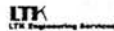
Los Angeles Union Station







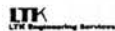
South Wall of Restored
San Jose Diridon Station
Waiting Area



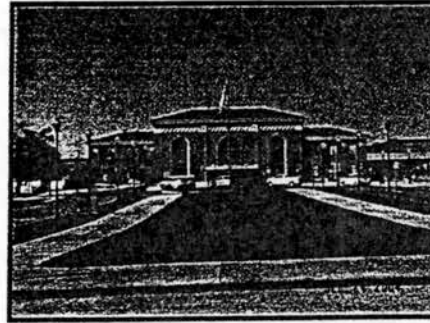
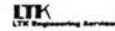
Restored San Jose Diridon Station
- Walkway to Trains & Buses

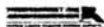


San Jose Diridon Station Facade

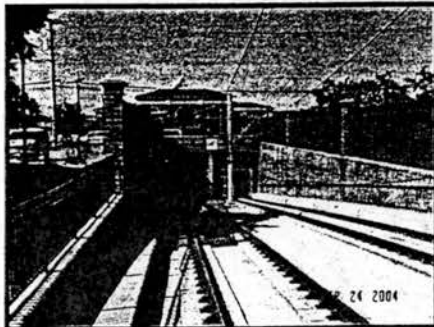


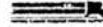
Diridon Station from Mall
with Light Rail Underneath



 **UTK**
LTK Engineering Services

Entrance of New Light Rail Tunnel
east of Diridon Station



 **UTK**
LTK Engineering Services

New Vasona Line Light Rail Station,
Downtown San Jose in Background



 **UTK**
LTK Engineering Services

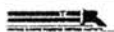
Amtrak Connecting Bus to Stockton &
San Joaquin Corridor Trains at Diridon Station



 **UTK**
LTK Engineering Services

Looking North, Directional Running of Light Rail on
1st Street in Downtown San Jose





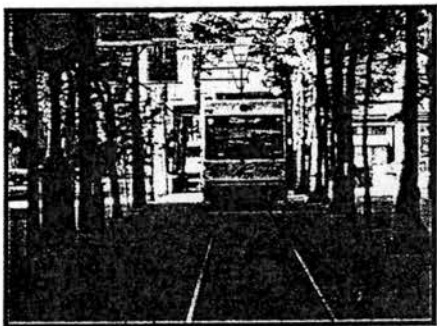
Looking South, Directional Running of Light Rail in
Downtown San Jose on 1st Street



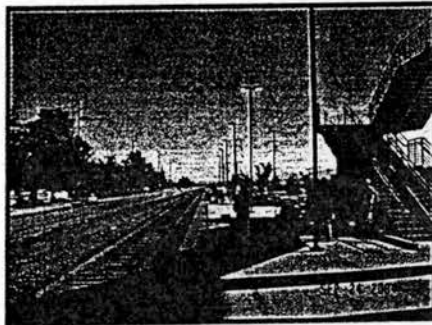
Temporary Adaptation of Light Rail Station
for Low-floor LRT Cars



San Jose LRT Vehicle on 1st Street

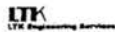


Tasman/Great America Station
Ace/Capitol Corridor Looking Towards San Jose

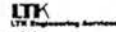




Tasman/Great America Station
Ace/Capitol Corridor Looking Towards Fremont and
Oakland Connecting Passengers from Buses and LRT



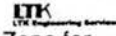
David Block discussing Ticket Sales with
Vendor Tasman/Great America Station



Connecting Van Approaching
Tasman/Great America Station



Tasman/Great America Station Drop-off Zone for
Vans, Buses. Tasman Overhead has LRT Station.





Ace Train #02
Approaching
Tasman/Great
America Station.
Train #02 Runs
San Jose to
Stockton



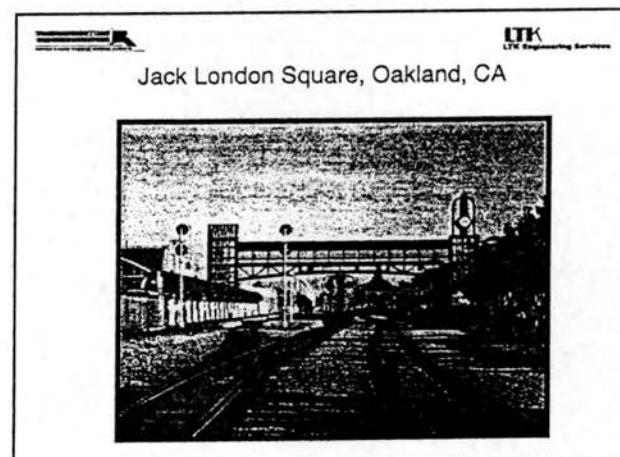
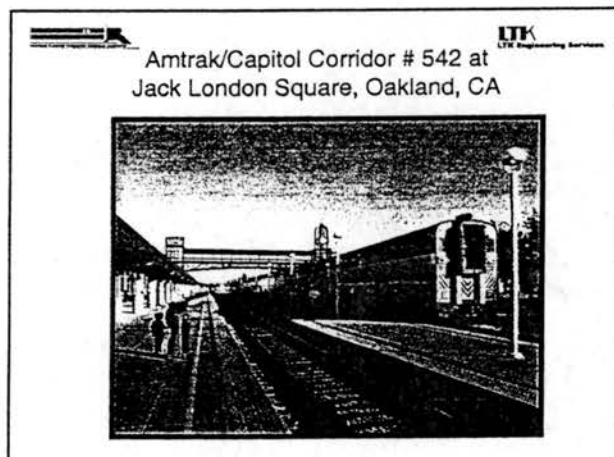
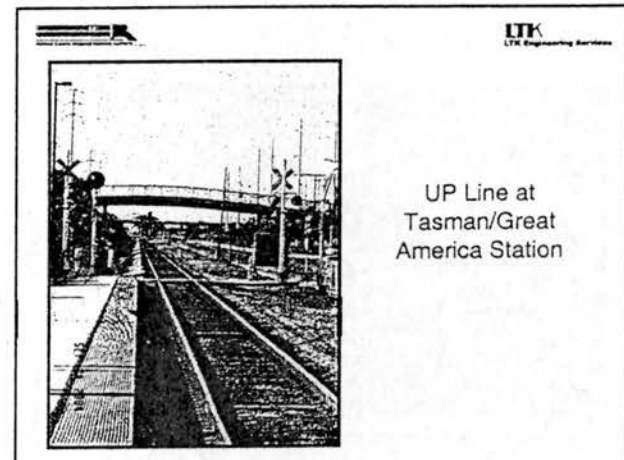
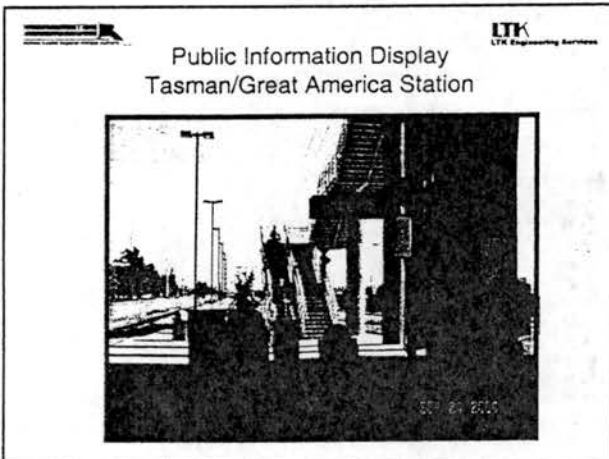
Passengers
Boarding
ACE #02
3:33 PM



ACE Train #02
Leaving
Tasman/Great
America Station



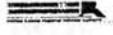
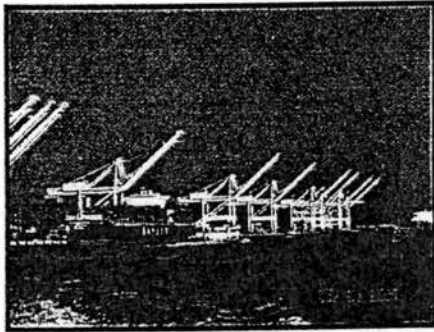
VTA Advertising at
Tasman/Great
America Station





LTK
LTK Engineering Services

Oakland Container Terminal from Ferry Boat



LTK
LTK Engineering Services

Ferry Approaching Terminal in
San Francisco Ferry Building to Right



RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. H. Spiegelman
Authorized Signature

10/20/04
Date

Board Action Requested

Ratify Partial Payment No. 3 in the amount of \$11,099.52 to Metropolitan Council for professional services on the Central Corridor Phase 2 study for the period ending September 17, 2004.

ACTION IS REQUESTED

Request Justification

See attached information:

1. Proposed resolution
2. Accounts Payable form and Partial Payment No. 3
3. Metropolitan Council Invoice No. NCV-3266 and attachments

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 26, 2004
Board Date

Kristine A. Longhenny
Signature

October 19, 2004
Date

RESOLUTION

Board of Ramsey County Regional Railroad Authority

Date: _____ No.: _____

WHEREAS, The Ramsey County Regional Railroad Authority has contracted for the professional consulting services of Metropolitan Council for the purpose of conducting the Central Corridor Phase 2 study; and

WHEREAS, Metropolitan Council has satisfactorily completed portions of the work identified in the referenced agreements, and provided detailed invoice documentation for services and costs accrued through September 17, 2004; and

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

WHEREAS, Metropolitan Council Invoice No. NCV-3266, Partial Payment No. 3, in the amount of \$11,099.52 attachments thereto, provide the correct documentation of payments due Metropolitan Council through September 17, 2004; Now, Therefore Be It

RESOLVED, Payment to Metropolitan Council in the amount of \$11,099.52 for services rendered through September 17, 2004, is hereby ratified.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Business Unit: RRA
Voucher ID: 00002902

VOUCHER Purchase Order Voucher

Page No.
Run Date: 11 Oct. 2004
Run Time: 8:39 AM

Port ID: RMAP19

Voucher Header Information

Pay Method: System Check

Invoice Dt	Invoice ID	Invoice Dt	Vendor ID	Vendor Name	Origin	Preparer	Entry Stat	Acctg Dt	Post Stat	Pymnt Trms
Oct. 2004	NCV-3266	30.Sep.2004	0000002054	METROPOLITAN COUNCIL	ONL	LONGHEKR P		11.Oct.2004	U	Due Now

S	Gross Amt	Use Tax	Address1	Address2	Address3	City	State	Zip
	\$11,099.52	\$0.00	MEARS PARK CENTRE	230 E FIFTH ST		ST PAUL	MN	55101

Billing	Group ID	Sales Tax	Pckp Ord# Nbr
RE	000636	\$0.00	

Voucher Line Information

#	Description	Merch Amt	Inv Item I	Unit Price	Prorate	S U F 1099	PO Business Unit	PO Id	PO Type
	Central Corridor Project Consu	\$11,099.52		\$11,099.52		Y Y Y N	RRA	0000000405	SC

Distribution Line Information

#	Account	Fund	Dept	Program	Class Fld	Client Name	BP	Project ID	Open Item ID	Status	Merch Amt	Stat Cd	Statistic Amt	Asset
	421501	12501	150180	00000			2003	G205005			\$11,099.52			N

Account Name: Consulting Services Department Name: RCRRA-Proj/Grant

Client Comments-Check Stub

Invoice No. NCV-3266, dated 9/30/04
Invoices of Steve Morris for 8/21/04-9/17/04 for work done on the Central Corridor Phase 2 study

Other Comments

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

Authorization

K. H. Longhekr

Date

10/12/04

2

Ramsey County Purchase Order

Regional Rail Authority

Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Vendor: 0000002054
METROPOLITAN COUNCIL
MEARS PARK CENTRE
230 E FIFTH ST
ST PAUL MN 55101
United States

Purchase Order	Date	Revision	Page
RRA - 0000000405	08/17/2004		1
Payment Terms	Freight Terms	Ship Via	
Due Now	Origin PPD Allowed	US MAIL	
From Date	To Date		
Buyer: RRA	Currency Code: USD		

Ship To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Bill To: Regional Rail Authority
665 RCGC-West
50 West Kellogg Blvd.
St Paul MN 55102
United States

Tax Exempt? Y Tax Exempt ID: 999999999999

Line-Schd	Item	Description	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1		Central Corridor Project Consulting	1.00	EA	195,000.00	195,000.00	08/17/2004
Schedule Total						195,000.00	

Mfg ID

Item Total 195,000.00

Total PO Amount 195,000.00

All shipments, shipping papers, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment.

Unauthorized

3

INVOICE

Please Remit To:
 Metro Transit
 Accounts Receivable
 560-6th Avenue North
 Minneapolis, MN 55411-4398

Page: 1
 Invoice No: NCV-3266
 Invoice Date: 09/30/2004
 Customer Number: RAMREG
 Payment Terms: Due 30 dys
 Due Date: 10/30/2004

Customer:
 RAMSEY CO. REGIONAL RR AUTHORITY
 ATTN: KATHRYN DESPIEGELAERE
 50 W. Kellogg Blvd. Suite 560
 St. Paul, MN 55102

AMOUNT DUE: \$ 11,099.52

\$ _____
 Amount Remitted

Please detach top portion of invoice and remit with payment. Please include invoice number on check.

For billing questions, please call (612) 349-7734

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1		LOCAL GOV'T A 8/21-	9/17/04 Salary Expense	1.00	EA	7,399.68	7,399.68
2		LOCAL GOV'T A 8/21-	9/17/04 Fringe Benefits	7,399.68	EA	0.50	3,699.84
		SEPTEMBER, 2004					

Reimbursement due to Metro Transit for Stephen L. Morris' salary and fringe benefits per attached detail

SUBTOTAL: 11,099.52

TOTAL AMOUNT DUE : \$ 11,099.52

Name	ACCT	FUND	ORG	PRG	SPGM	PROJ	Hours	Amount	Acct Code	Pay Period End	Reg Earns	' '	COUNT(*)	F/P Time
Morris, Stephen L	2120	702	09999	099	0999	09999	8	\$369.98	212070209999099099909999	9/3/2004	REG	ANL	1	F
Morris, Stephen L	5003	702	41520	877	0999	56901	72	3,329.86	500370241520877099956901	9/3/2004	REG	REG	1	F
Morris, Stephen L	5003	702	41520	877	0999	56901	72	3,329.86	500370241520877099956901	9/17/2004	REG	REG	1	F
Morris, Stephen L	5102	702	41520	881	HL31	49043	8	369.98	510270241520881HL3149043	9/17/2004	REG	LGL	1	F

160 \$7,399.68

5

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

3

REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

[Signature]
Authorized Signature

10/20/04
Date

Board Action Requested

Presentation by Central Corridor Partnership

DISCUSSION ONLY

Request Justification

Representatives of the Central Corridor Partnership will attend the meeting to brief you on the Partnership. Larry Dowell, President of the St. Paul Area Chamber of Commerce, will also present information on Minnesota Moves, the Minnesota Chamber of Commerce transportation funding proposal.

- Attachments:
1. Minnesota Moves information
 2. AMC information on transportation funding proposal

Note that the Itasca Group, which also has a transportation funding proposal, prefers not to distribute written information at this time. A representative of the Itasca Group will speak to the Rail Authority at a future meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 26, 2004

Board Date

Kristine A. Longhewy
Signature

October 19, 2004
Date

MN. Chamber

DRAFT

Minnesota Moves Funding Proposal

Key funding principles:

- User-fee based
- Multimodal
- Consistent/predictable funding for both highways and transit
- Statewide balance
- Maximize local and federal contributions
- 15-year acceleration plan
- Sunsets after 15 years (except money for maintenance and operations)
- Constitutional Amendment with a formula change for new money

New Revenues:

Federal Funding	\$90
Gas Tax	\$320
Tab Fee (schedule adjustment)	\$89
General Obligation Bonds	\$85
Regional Property Tax	\$25
Efficiencies	\$45-\$100
FAST/HOT lanes	<u>\$25-\$45</u>
	\$679-\$744

Distribution of Funding:

Metro Highways	33%
GM Highways	26%
Local Roads	17%
Transit	22%
Air/Rail/Ports	<u>2%</u>
	100%

- Federal Funding: Minnesota is expected to receive \$100-\$150 million in new federal funding under the T-3 Reauthorization bill. This proposal captures state portion of this funding.
- Gas Tax: Reflects a 10-cent gas tax increase.
- Tab Fee Schedule Adjustment: This would buy back approximately one-third of the Gov. Ventura tab fee cut of 2000.
- GO Bonds: General Obligation Bonds can be used for local roads and bridges, right of way acquisition and transit capital costs.
- Regional Property Tax: This assumes the use of existing regional rail property tax authority. Currently only about \$6 million of the \$100 million levy authority is being used. Funding will be pay for local share of transit operations.
- Efficiencies: Reflects improvements in highway administrative costs per mile and transit operating costs per mile. Gives Minnesota Department of Transportation the authority to pilot efficiency programs in the areas of right of way acquisition, environmental planning, reverse auctions and awarding of contracts. Also calls for streamlining the planning and approval process, reform of road classification system, review of construction and maintenance standards, and expansion of intergovernmental contracting partnerships.
- FAST/HOT Lanes: Estimated at \$25 million/year or two significant projects totaling about \$375 million.

Association of Minnesota Counties

Draft Consensus Positions for a 2005 Transportation Proposal

1. AMC acknowledges as fact that the overall transportation and transit needs for Minnesota exceed one billion dollars per year for the next ten years.
 - AMC recognizes that it is politically impractical to fully fund all of Minnesota's needs, but every effort must be made to meet that goal.
2. Each and every Minnesota County, regardless of size or location, must have additional revenue to effectively move product and goods and to allow convenient movement to and from employment opportunities.
 - AMC supports the position that CSAH distribution should continue with current funding under current formula and new funding under a new formula (sixty percent needs, forty percent registrations).
3. AMC recommends that the overall funding stream for transportation and transit services must be significantly increased.
4. AMC recommends that transit, like roads and bridges, requires a predictable, dedicated funding stream.
5. AMC recommends that a comprehensive transportation and transit proposal should include recommendations regarding process, funding, standards and potential restructuring of systems.
6. AMC recommends that transportation and transit system funding should include a combination of:
 - An increase in the state gas tax
 - Indexing the gas tax
 - Use of a county wheelage tax
 - Adoption of a local transportation/transit district sales tax
 - State bonding
 - Road impact fees
 - An increase in motor vehicle registration fees can be considered if there are no general fund reductions
 - Transfer from the State General Fund of MVST could be considered under certain circumstances

Comprehensive Plan Funding Option

Staff has developed a funding option that increases revenue resources for transportation and transit to meet the Transportation Work Group target of one billion new federal/state/local dollars. The elements used in this proposal, AMC Plan, include both hard and soft dollar amounts. In addition, it should be noted that the numbers used are estimates and are used for illustrative purposes only. The AMC Plan was finalized and agreed upon by the Transportation Work Group at their September fifteenth meeting.

AMC Plan

The AMC plan includes the following elements:

1. A five-cent gas tax increase in year one,
2. A five-cent gas tax in year two,
3. Indexing in year three,
4. Some combination of a local county option wheelage fee and registration fee increase,
5. A half-cent regional transit district sales tax (this would be allowed in any county, with the revenue dedicated to transportation and transit),
6. Road impact fees (no fiscal estimate is given as this fee would be imposed locally on a case-by-case basis),
7. Bridge bonding (expressed as a yearly number),
8. New state GO and Revenue bonding,
9. Efficiency estimates.
10. New federal monies

Explanations of Each Element

Estimated New Federal Money: This proposal assumes one hundred and twenty five million dollars in new federal moneys under a new six-year federal transportation act. There is some concern that this money has already been committed under the current state construction program.

Gas Tax: This proposal recommends a ten-cent gas tax increase, five cents in the first year and five cents in year two.

Indexing: The proposal recommends indexing begin in the third year. A process recommendation that could be considered would have the legislature adopt indexing but the legislature could, on a yearly basis, vote to not implement for that particular year.

Wheelage Fee: The AMC Plan recommends a combination of a wheelage fee and an increase in the motor vehicle registration fee. The estimate assumes a \$20 fee on the majority of registrations and by a majority of counties. The amount and what vehicles it applies to would be determined as a local county option.

Registration Tax: This plan increases the registration fee but assumes that the state backfill continues at the current level. Since counties receive only twenty nine percent of a tab increase, it is financially in the county interest to institute a wheelage fee rather than a tab fee increase.

Half Cent Metro Sales Tax: This plan assumes a half-cent sales tax to be used for both transit and transportation in a metropolitan transit district.

Regional Non-Metro Half Cent Sales Tax: This plan would allow for a local option to enact a transportation and transit sales tax by a transit district created at the local level.

Regional Property Tax: Whenever incorporated, this assumes that the seven metro counties impose the property tax currently authorized by law for the local match for capital costs for transit.

Road Impact Fees: Road impact fees grant local governments the option to impose a fee on developers commensurate with the increase in demand for access to the new development. For instance, if a developer were to add a thousand housing units in a subdivision that would require upgrades in a county road, some or all of that upgrade could be charged to the developer. This is similar to the special assessment process.

Bridge Bonding: Generally this is an extension of the current bridge bonding program but on an accelerated pace.

New State Bonding: This proposal assumes a level of state GO and revenue bonds for transportation and transit purposes. A factor could be included to require that the 62/29/9 division be imposed to cover the local costs involved with state projects.

Efficiency Estimates: Other groups as part of their packages are using these estimates. It is extremely unclear how hard or soft these numbers are but it is recommended that they be used for both consistency and political reasons.

startribune.com

[Close window](#)

Last update: October 8, 2004 at 6:08 PM

Editorial: Traffic mess/A metro consensus emerges

Published October 11, 2004

For the better part of two decades, Minnesota's political and business forces have preferred either to ignore the metropolitan region's growing traffic congestion or to quarrel over matters of geography and mode.

Now, quite suddenly, a rough consensus has emerged, both on the scope of the problem and how best to approach it. Hallelujah for that.

As we've been saying all along, three components are required: first, an admission that congestion in a growing region cannot, in a practical sense, be reduced but only mitigated; second, a realization that both wider roads and vastly improved transit choices, both bus and rail, are needed, and, third, a commitment to spend an extra \$750 million each year for the next 20 years to pay for these improvements.

That leaves one remaining problem: How to raise the money? It's here that political and business leaders begin to sputter. Some revert to denying that the problem exists. Others concoct fantasies that tolls, bonding and "operational efficiencies" can suffice -- anything to avoid new taxes.

Unfortunately, there's no free lunch. Years of neglecting the transportation infrastructure carries a cost that will be paid -- either by investing as suggested above, or by suffering a decline in the quality of life and in the prospects for growth and prosperity. New businesses simply won't locate in a region that lacks the courage to invest in itself, especially when competing regions continue to do so. Minnesota cannot afford another 20-year discussion on this topic.

Again recently, the state's business and political leaders have honed their skills in defining the problem. The Itasca Project, led by 30 top Twin Cities CEOs, produced a report making clear the urgency for starting now, because it will take decades to build what's needed. Among Itasca's core observations: \$750 million extra per year must be spent statewide, 80 percent on roads, 20 percent on buses and trains; transit funding must be as predictable as highway funding; user revenues should be employed whenever possible, with new road tolls paying 10 percent of the cost.

Itasca also produced a statewide poll. It found that Minnesotans rank transportation as highly as public safety and education among their concerns. More favor transit choices than road expansion, although both are supported. More than 90 percent favor additional transportation spending, placing the public far ahead of elected politicians. The most popular means of payment were tolls, higher license-tab fees and gasoline taxes.

Unfortunately and unexpectedly, Itasca did not prescribe a funding solution.

The Minnesota Chamber of Commerce may step into that void, however, by advocating a 10-cent rise in the gasoline tax, a constitutional shift in auto-related sales tax revenues from the general fund to transportation purposes, and a statewide referendum on those two questions. As the chamber points out, it's important for citizens to understand exactly the projects they would get for their money -- people must "see what they're buying."

Perhaps the most impressive ingredient in this emerging consensus comes from the Metropolitan Council. Its draft 2030 Transportation Policy Plan elegantly dissects the challenge of accommodating a million new residents over the next 25 years. It adds the important question of land use. This metro region is in constant flux. Concentrating more jobs in transit-friendly downtowns and along transit corridors will take pressure off freeways. Encouraging live/work/shop communities that reduce auto trips also helps. These market shifts in land use should, indeed, be counted as a benefit in evaluating transit projects.

There are problems, of course. The Met Council's bus expansion plan is too modest. Itasca's funding mix shortchanges transit. Its reliance on tolls is too optimistic.

The biggest roadblocks, however, remain a governor who thinks progress can be made piecemeal and a House that favors no progress at all.

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. DeSpiegelaere
Authorized Signature

10/20/04
Date

Board Action Requested

Approve sale of right of way west of Arcade Street to City of St. Paul for \$85,000.

ACTION IS REQUESTED

Request Justification

- See attached:
- 1) Proposed resolution
 - 2) Memorandum from K. DeSpiegelaere dated 10/20/04
 - 3) Exhibit illustrating right of way
 - 4) Letter from City of St. Paul, dated 6/4/04

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 26, 2004

Board Date

Kristine A. Longhenny
Signature

October 19, 2004
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;

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

WHEREAS, The Ramsey County Regional Railroad Authority has approved Easement 049 with the City of St. Paul for a permanent easement to use RCRRA right of way for the construction and permanent roadway, Phalen Boulevard, from Payne Avenue to Johnson Parkway in St. Paul, a length of 1.6 miles; and

WHEREAS, The Ramsey County Regional Railroad Authority owns a 33,920 square foot parcel that the City of St. Paul would like to purchase for the construction of Phalen Boulevard and for the creation of a parking lot for a skate park (planned to the west of the parcel) or for open space; and

WHEREAS, The Ramsey County Regional Railroad Authority's appraisal of the parcel was \$100,000, and the City of St. Paul's was \$70,000; and

WHEREAS, The Ramsey County Regional Railroad Authority financed fifty-percent of the parcel purchase with State Rail Bank Funds, which must be repaid to the state if the parcel is sold; Now Therefore Be It

RESOLVED, Ramsey County Regional Railroad Authority authorizes the Director to finalize the sale of the parcel to the City of St. Paul for \$85,000; Now Be It Further

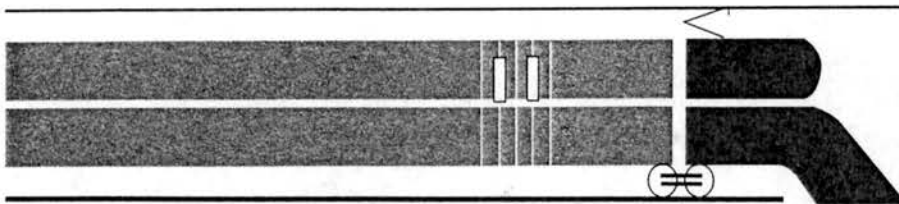
RESOLVED, That the Ramsey County Regional Railroad Authority approves the Director to send the State of Minnesota \$42,500 for repayment of State Rail Bank funds.

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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

Rafael E. Ortega, Chair

By: _____
Jim McDonough, Secretary



Ramsey County Regional Railroad Authority

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

MEMORANDUM

To: Ramsey County Regional Railroad Authority Commissioners
David Twa, County Manager

From: Kathryn DeSpiegelaere, Director

Subject: Approve Sale of Right of Way West of Arcade Street to City of St. Paul for \$85,000

Date: October 20, 2004

Background

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 granted the City of St. Paul a permanent easement to use RCRRA right of way for the construction and permanent roadway (see attached map), Phalen Boulevard, from Payne Avenue to Johnson Parkway in St. Paul, a length of 1.6 miles.

Current issue

The City of St. Paul would like to acquire a small section of right of way owned by RCRRA just west of Arcade Street. The City needs a portion of this right of way for the construction of Phalen Boulevard, and with the remaining right of way would like to create a parking lot for a skate park (that is planned to the west of this right of way) preserve as or open space. RCRRA staff has determined that rail transit could operate safely and effectively without this right of way parcel. The parcel is 33,920 square feet in size, or just over $\frac{3}{4}$ of an acre.

The City hired an independent real estate appraisal firm, Bettendorf Rohrer Knoche and Wall Inc. to conduct an appraisal on this right of way. Based on that appraisal, the City offered RCRRA \$70,000. RCRRA retained the appraisal firm, Patchin Messner and Dodd to conduct an appraisal, which resulted in an appraisal of \$100,000 for the right of way.

The City and RCRRA staff are recommending \$85,000 for the sale of the right of way, which works out to \$2.50 per square foot.

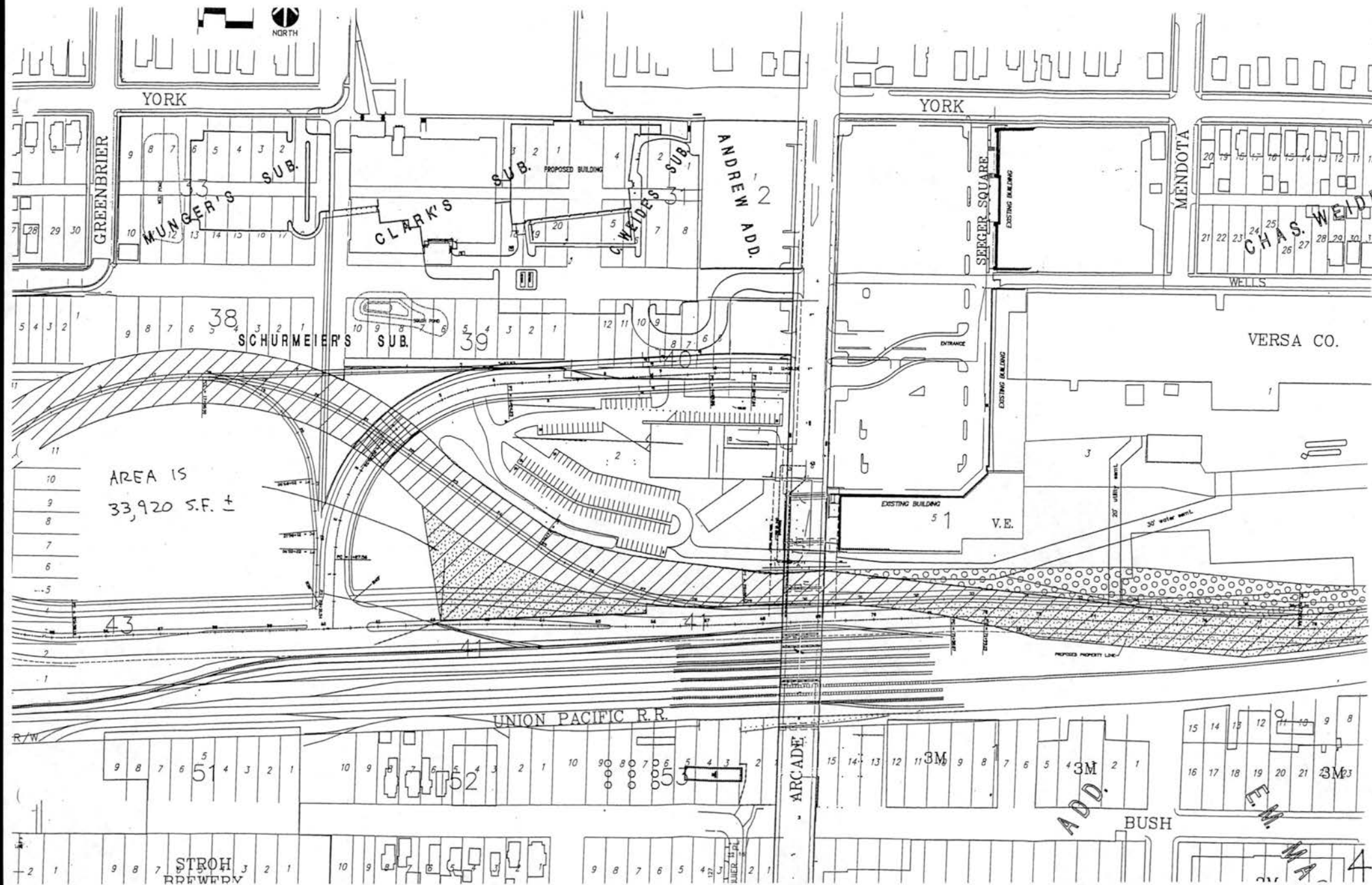
The RCRRA purchased 50% of this right of way with State Rail Bank funds. Per the terms of the Rail Bank Agreement and based on discussion with the Minnesota Department of Transportation's Office of Freight and Commercial Vehicle Operations, RCRRA would then repay 50% of the sale of the property to the state, \$42,500.

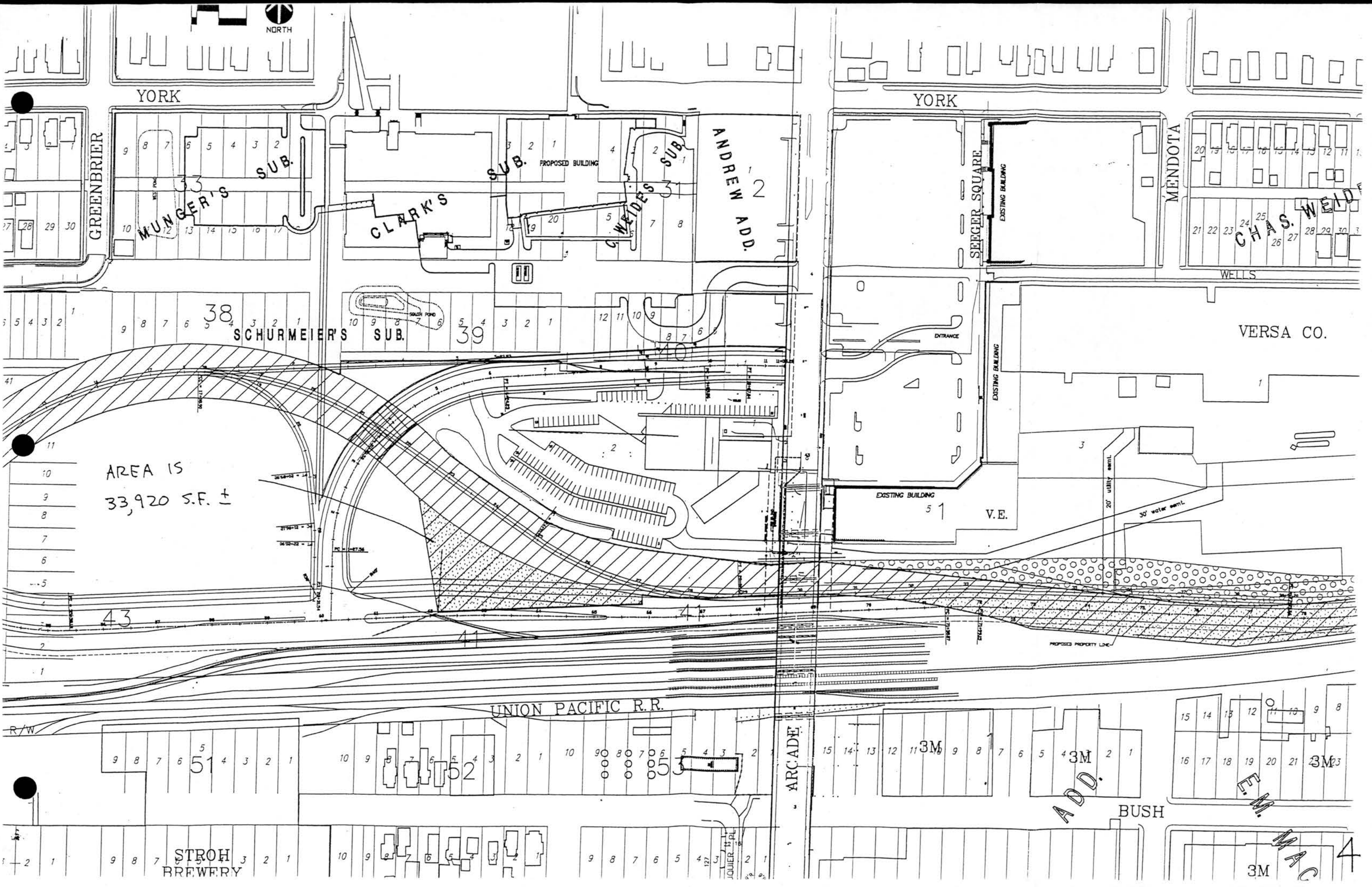
Recommendation

- (1) Authorize Director to finalize sale of 33,920 square feet of right of way west of Arcade Street to the City of St. Paul.
- (2) Authorize Director to send State of Minnesota \$42,500 for repayment of State Rail Bank funds.

Attachments

- (1) Exhibit illustrating right of way
- (2) Letter from City of St. Paul
- (3) Resolution







CITY OF SAINT PAUL

Randy Kelly, Mayor

June 4, 2004

Kathryn DeSpiegelaere
Ramsey County Regional Railroad Authority
Suite 665 RCGC - West
50 West Kellogg Blvd.
Saint Paul, Minnesota 55102

Subject: Phalen Boulevard - Phase III - RCRRA - West of Arcade Street Bridge

Dear Mr. DeSpiegelaere:

On September 24, 2003, the Saint Paul City Council approved a Final Order in Council File No. 03-867, authorizing the City to acquire all necessary easements for the construction of Phalen Boulevard between Arcade and Johnson Parkway.

The City has hired Bettendorf Rohrer Knoche and Wall Incorporated, an independent real estate appraisal firm, to prepare an appraisal for the property proposed to be acquired. A copy of the there appraisal report is included with this letter.

The City of Saint Paul hereby submits you an offer of **\$70,000** for your property as shown on attached map being 260 feet west of Arcade Street just north of Union Pacific Railroad corridor, Ramsey County Minnesota. This amount is determined to be just compensation for the above mentioned property rights based on fair market value as determined by the licensed, independent appraiser stated above.

The permanent easement area is 33,916 or .78 acres, more or less.

The City would like to negotiate personally with you in order to acquire the property by direct purchase instead of the use of eminent domain proceedings. Please contact the undersigned as quickly as possible in order that we can schedule a time to meet personally to discuss the proposed acquisition.

Letter to RCRRA

June 4, 2004

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If you choose, you may obtain an appraisal by a qualified appraiser of the property proposed to be acquired. You will be entitled to reimbursement for the reasonable costs of the appraisal from the City, up to a maximum of \$1,500. If you hire a qualified appraiser to prepare such an appraisal, then you will need to secure a written invoice from the appraiser which identifies the

work the appraiser has performed and the amount of the appraisal fee. In order to secure reimbursement, you must provide the invoice to the City within 60 days of the day upon which you receive this letter. Once the City receives and approves the invoice, the City will then make payment up to a maximum of \$1,500 within 30 days after you submit to the City the information necessary for reimbursement. All requests for reimbursement should be directed to Bob Novak, City of Saint Paul, Real Estate Division, 15 West Kellogg Boulevard, 140 City Hall, Saint Paul, MN 55102.

A copy of the City's property acquisition process is also enclosed.

If you have any questions concerning this matter and to schedule a meeting to discuss this offer, please contact me at (651) 266-8863.

Sincerely,



Bob Novak
Real Estate Division

(phase III rcrra offer)

AA-ADA-EEO Employer

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RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

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REQUEST FOR BOARD ACTION

REGIONAL RAILROAD AUTHORITY

K. Helgeson
Authorized Signature

10/20/04
Date

Board Action Requested

Central Corridor update

DISCUSSION ONLY

Request Justification

See attached information. An update will be given at the meeting.

Budgeting and Accounting

County Attorney

Risk Management

Documentation certified complete for:

October 26, 2004

Board Date

Kristine A. Longhenny
Signature

October 19, 2004

Date

Central Corridor Update October 26, 2004

The Central Corridor is currently at the project development stage depicted in the top diamond of the attached FTA flow chart. Components involved are shown in the following table. Changes since the last report are shown in **BOLD**.

Submit Draft AA/DEIS to FTA	Complete.
Phase I Cultural Resources Report	Draft received; 30 day SHPO review complete.
AA/DEIS submitted to FTA with Revisions	Revised AA/DEIS submitted to FTA on February 3 for their review.
FTA Approval of AA/DEIS for Hearings	FTA approved changes as submitted but requested some additional narrative.. FTA is requesting preliminary New Starts information prior to AA/DEIS publication. Regional travel model is complete and in the hands of the consultants.
AA/DEIS Released to Public	
Develop Project Management Plan	Draft Complete
Conduct Additional Design and Community Outreach Work	Contracts approved and signed. Work is underway. Project Management Team being reactivated. Meetings being held with stakeholders. Working with U of M on tunnel design. Traffic, station, and other tasks underway.
Conduct Phase II Cultural Resources Work	RFP Issued. Proposals for Phase II Cultural Resources work received. SHPO has requested some additional work. Contract signed. Work underway. Draft report received. Discussions are underway with state approval authorities.
Public Hearings Held by Coordinating Committee	CCCC meetings underway.
Select Locally Preferred Alternative	
Submit New Starts Criteria to FTA	Development of land use submission has begun.

**TEA-21 New Starts Planning and Project Development
Process**

