EDA Contract # 4-98

Updated: March 16, 1998

### HENNEPIN COUNTY, CITY OF ST. LOUIS PARK AND ST. LOUIS PARK ECONOMIC DEVELOPMENT AUTHORITY PRELIMINARY AGREEMENT AS TO THE GOLDEN PROPERTY

THIS AGREEMENT made and entered into, pursuant to Minnesota Statutes, Section 471.59, by and between the COUNTY OF HENNEPIN, STATE OF MINNESOTA, hereinafter referred to as "COUNTY," A-2400 Government Center, Minneapolis, Minnesota 55487, and the CITY OF ST. LOUIS PARK, hereinafter referred to as "CITY," 5005 Minnetonka Boulevard, St. Louis Park, MN 55426, said parties each being governmental units of the State of Minnesota, and ST LOUIS PARK ECONOMIC DEVELOPMENT AUTHORITY, hereinafter referred to as "EDA", 5005 Minnetonka Boulevard, St. Louis Park, MN 55426, a public body corporate and politic under the laws of Minnesota.

#### I. RECITALS

WHEREAS, the Golden Property located at 7003 West Lake Street in the CITY of St. Louis Park and legally described on Exhibit A attached hereto and incorporated herein ("Golden Property"), was determined by the United States Environmental Protection Agency (EPA) to be contaminated by a release of hazardous substances and was listed on EPA's national list of priority sites for remediation (known as NL Industries/Tara Corp/Golden Auto, EPA I.D. No. MND097891634); and

WHEREAS, due to its location and size the Golden Property has potential for economic development which is currently not being realized, due, in part, to its history of contamination, although such contamination may have been sufficiently remediated to permit redevelopment of the Golden Property; and

WHEREAS, the Golden Property is located near the intersection of two major railroads and has been identified as a possible site for realignment of railroad trackage (depicted as "Alternative B" on Exhibit E attached hereto and incorporated herein) to enable redirection of rail traffic currently routed through the South 29th Street Corridor of Minneapolis ("29th Street Depression"); and

WHEREAS, pursuant to Minn. Stat. § 383B.80 (1997), the COUNTY is authorized to impose a mortgage registry and deed tax for the purpose of establishing an environmental response fund ("Fund"); and

WHEREAS, in accordance with COUNTY Board of Commissioners Resolution No. 97-6-410R1, COUNTY has exercised the authority to impose said tax starting on August 1, 1997; and

WHEREAS, Minn. Stat. § 383B.81 (1997) designates the Golden Property as a first priority site for use of the Environmental Response Fund and provides that the Environmental Response Fund can be used for costs contemplated by Minn. Laws 1997, ch. 231, Art. 16, §§ 16 and 23 ("Act"), including but not limited to those associated with property acquisition, remediation, improving the Golden Property for economic development and for constructing a rail connection rerouting 29th Street Corridor rail traffic, necessitated by the reconstruction of Hiawatha Avenue (T.H. 55); and

WHEREAS, attached hereto as Exhibit B are legal descriptions of additional properties adjacent to the Golden Property ("Other Properties") which CITY and EDA believe should be acquired and consolidated with the Golden Property to jointly comprise the site for redevelopment ("Redevelopment Portion") and/or re-alignment of the railroad ("Railroad Portion") as contemplated by the Act; and

WHEREAS, "Site", as used herein, includes the Golden Property and such "Other Properties" as are approved by County, City and EDA for inclusion in the Railroad Portion or the Redevelopment Portion; and

WHEREAS, the COUNTY may not expend funds from the Environmental Response Fund unless the governing body of the city in which the Site is located approves the project; and



WHEREAS, under the Act, the CITY must agree to rerouting of the 29th Street Corridor rail traffic in order for the CITY to qualify for funds from the Environmental Response Fund to remediate conditions of contamination on the Golden Property; and



WHEREAS, if the CITY does agree to rerouting the 29th Street Corridor rail traffic it can also obtain funds from the Environmental Response Fund for remediating contamination otherwise encountered in constructing a rail connection rerouting 29th Street Corridor rail traffic or redeveloping other portions of the Site; and

WHEREAS, COUNTY agrees to cooperate with CITY in evaluating the desirability of integrating the Other Properties into the proposed Redevelopment Portion and/or Railroad Portion,

provided, that, if Other Properties are included in the Site, such properties and a portion of the Golden Property must be included in the Railroad Portion or be in need of remediation in order for funds from the Environmental Response Fund to be useable on the Site under this Agreement; and

WHEREAS, the Act provides conditions for utilizing the Environmental Response Fund, including the requirement that COUNTY and CITY enter into an agreement after consultation and negotiations with representatives of affected neighborhoods; and

WHEREAS, the COUNTY and CITY have consulted and negotiated with representatives of affected neighborhoods as required by the Act, and will continue to do so as they deem appropriate and desirable prior to approval of a Final Agreement by CITY and COUNTY; and

WHEREAS, proceeds from sale of property acquired with money from the Environmental Response Fund must be deposited in that fund; and

WHEREAS, the Act requires Minnesota Department of Transportation to collaborate with the COUNTY and any affected municipality by providing technical assistance and support in facilitating the Railroad Improvements and testing on that portion of the Site to be used for the railroad improvement; and

WHEREAS, as contemplated by the Act, COUNTY desires that a portion of the Site be used to provide adequate rights of way for transferring railroad traffic from the Canadian Pacific Railroad line from Louisiana Avenue in St. Louis Park easterly to T.H. 55/Hiawatha Avenue, commonly referred to as the 29th Street Depression, to the Canadian Pacific Railroad line from the 29th Street line northerly to the Burlington Northern connection, entirely within the CITY of St. Louis Park; and

WHEREAS, CITY desires that a portion of the Site be used for economic development or redevelopment; and

WHEREAS, COUNTY, CITY and EDA desire to enter into a preliminary agreement to define the roles of each in regard to the funding, investigation, planning, purchase, remediation and redevelopment of the Site; and

WHEREAS, Minn. Laws 1997, Ch. 231, Art. 16, § 23, designates that the Golden Property is eligible for contamination cleanup funds from the state general fund and the Metropolitan liveable communities fund in the event the COUNTY and CITY have entered into an agreement as described in said § 23, providing for the purchase and remediation of the Golden

counts worth worth of RTC traffic; charts words Site, the realignment of the rail connection, environmental assurances, redevelopment of the remainder of the Golden Property and related matters; and

WHEREAS, CITY desires to delegate certain of its duties and responsibilities under the Agreement to EDA, and EDA and COUNTY are agreeable to EDA performing on behalf of CITY when and as appropriate under the Agreement; and

WHEREAS, CITY, COUNTY and EDA intend that they will negotiate a further agreement relating to the acquisition, remediation and redevelopment of the Site; and

WHEREAS, City, County and EDA desire by this Agreement to qualify for use of funds from the Environmental Response Fund which are expended by any of them in investigating conditions present on the Golden Property, the feasibility and desirability of using the Golden Property for rerouting rail traffic out of the 29th Street Depression, the feasibility of using the Golden Property for economic development, the extent to which it is desirable or necessary to include Other Properties in the Site, the conditions under which necessary lands may be acquired for the Project, the conditions under which EPA will indemnify a purchaser of the Golden Property, the cost of the project and sources and amounts of available project funding, and other issues relevant to implementation of this Agreement.

#### II. AGREEMENT

NOW, THEREFORE, the parties hereto hereby agree as follows:

2.01 EDA, CITY and COUNTY will cooperate in identifying and attempting to implement options for the redevelopment of the Site.



- 2.02 Under the Act, in order for funds from the Environmental Response Fund to be available for use under the Agreement, a portion of the Golden Property must be used to provide adequate rights-of-way for transferring railroad traffic from the Canadian Pacific railroad line from Louisiana Avenue in St. Louis Park easterly to Trunk Highway 55/Hiawatha Avenue, commonly referred to as the 29th Street Depression, to the Canadian Pacific Railroad line from the 29th Street line northerly to the Burlington Northern connection, entirely within the CITY of St. Louis Park.
- 2.03 EDA shall take lead responsibilities for establishing economic development options for the Redevelopment Portion of the Site.

- 2.04 COUNTY shall take lead responsibilities for establishing options for the improvement of the Railroad Connection, including the Railroad Portion. This will include obtaining technical and financial assistance from the State of Minnesota, Commissioner of Transportation to identify, design and implement safety and noise mitigative measures to reduce the negative impacts of the railroad improvements.
- 2.05 CITY, EDA and COUNTY shall cooperate in: (1) selecting an environmental consultant; (2) developing a concept agreement for re-use of the Site; (3) identifying the portion of the Site which is most suitable for construction of the re-aligned railroad connection ("Railroad Portion") and the portion of the Site which is most suitable for economic development ("Redevelopment Portion"); and (4) investigating and evaluating the need, cost and economic feasibility of safety and noise mitigation measures in connection with proposed railroad realignment plans(s) (including but not limited to those listed on Exhibit D).
- 2.06 COUNTY, CITY and EDA shall continue to solicit input from representatives of affected neighborhoods along impacted and proposed rail lines prior to finalizing a development or remediation plan for the Site.
- 2.07 CITY, EDA and COUNTY will cooperate in obtaining applicable assurances from the United States Environmental Protection Agency and the Minnesota Pollution Control Agency with respect to the Redevelopment Portion and the Railroad Portion.
- 2.08 CITY, EDA and COUNTY shall cooperate in the development of a remediation plan for the Site following a determination of proposed development plans for the Railroad Portion and the Redevelopment Portion of the Site. If and to the extent approved by MPCA, COUNTY agrees to consider the possibility that contaminated material which is removed from the Redevelopment Portion may be deposited within the Railroad Portion.
- 2.09 Following CITY, COUNTY and EDA execution of this Agreement, COUNTY shall reserve \$300,000 from the Environmental Response Fund for expenditure by the CITY or EDA for purposes pursuant to this Agreement, including but not limited to those identified on Exhibit C attached hereto, including consulting expenses of Westwood Professional Services and Kennedy & Graven, Chartered, incurred in preparation of this Agreement. Within 45 days following the written request of EDA and/or City, from such reserve, COUNTY shall reimburse EDA or CITY for disbursements of funds advanced by CITY or EDA consistent with this Agreement. Each request by CITY or EDA for reimbursement shall include documentation supporting the request and a report summarizing the status of the CITY'S and EDA'S efforts in completion of such tasks. CITY, COUNTY and EDA agree to contribute staff time to carry out the purpose of this Agreement and to not seek reimbursement for the costs related thereto.

However, they may seek reimbursement for their out-of-pocket costs, such as consultant, legal and other fees and out-of-pocket costs related to or pursuant to this Agreement.

2.10 COUNTY, CITY and EDA shall pursue matching funds from other public and private sources for the improvement of the Redevelopment Portion and the Railroad Portion, with the COUNTY being lead.



- 2.11 An express pre-condition to improvement of the Railroad Portion is that CITY, EDA and COUNTY have obtained agreements acceptable to CITY, EDA and COUNTY, with (a) the Commissioner of Transportation, (b) Canadian Pacific Railroad, and (c) other railroads, as appropriate, regarding safety and noise mitigation measures pursuant to Section 23, subd. 3 of the Act and the funding by the Commissioner or Canadian Pacific Railroad or any other railroads, as appropriate, of the measures of concern to the COUNTY, CITY and EDA, which are listed on Exhibit D attached hereto.
- 2.12 CITY, EDA and COUNTY will determine whether any of them will acquire the Redevelopment Portion and whether one of them or their purchaser will acquire and remediate the Redevelopment Portion. CITY, EDA and COUNTY will determine whether any one of them will acquire the Railroad Portion and whether one of them or their purchaser will acquire and remediate the Railroad Portion.
- 2.13 CITY, EDA and COUNTY will determine responsibility for costs associated with acquisition, remediation and improvement of the Redevelopment Portion and the Railroad Portion.
- 2.14 CITY or EDA will recommend to COUNTY, for COUNTY's consent, the type and extent of indemnity agreements which CITY and EDA propose be funded by the Environmental Response Fund for the purpose of indemnifying the entity taking title to the Redevelopment Portion with respect to the Redevelopment Portion, the entity taking title to the Railroad Portion with respect to the Railroad Portion, and the CITY, EDA and the COUNTY, if necessary.
- 2.15 CITY and EDA will recommend ultimate disposition of the Redevelopment Portion, subject to the COUNTY's approval. COUNTY will recommend ultimate disposition of the Railroad Portion subject to the CITY's and EDA's approval. CITY, EDA and COUNTY agree to consider selling the Railroad Portion to the selected redeveloper of the Railroad Portion at a reduced price in consideration for the assumption by the buyer of the Railroad Portion of the obligation of implementing safety and noise mitigation measures which are mutually agreeable to the buyer, CITY, EDA and COUNTY from among those listed on Exhibit D. CITY, EDA and COUNTY agree that neither CITY, EDA nor COUNTY will take title to the Railroad Portion

unless CITY, EDA and COUNTY have entered into a written agreement among themselves and with MnDOT and the buyer of the Railroad Portion concerning: (i) the safety and noise mitigation measures on Exhibit D which will be implemented by the buyer of the Railroad Portion and the means by which those measures will be funded; (ii) the improvements which will be undertaken by the buyer of the Railroad Portion to facilitate the movement of railroad traffic within and through the Railroad Portion and the method of financing those improvements; and (iii) the method (if any) by which the buyer of the Railroad Portion and the CITY, EDA and COUNTY will be indemnified or held harmless concerning any previous environmental conditions present on the Railroad Portion and the cost of providing any such indemnification or hold harmless.

- 2.16 CITY, EDA and COUNTY will negotiate a final agreement relating to the acquisition, remediation and development of the Golden Property after consultation with affected neighborhoods and before becoming unconditionally obligated to acquire or remediate the Golden Property or any Other Properties.
- 2.17 CITY, EDA and COUNTY shall each be responsible for the tasks assigned to them on Exhibit C attached hereto. Notwithstanding the foregoing, CITY, EDA or COUNTY may contract with or arrange for a third party to provide for performance of certain of the tasks assigned to CITY, EDA or COUNTY under this Agreement. In such event, any compensation paid to the third party by CITY, EDA or COUNTY for performance of such tasks may qualify for reimbursement under this Agreement if such compensation would otherwise be reimbursable under this Agreement.
- 3.01 <u>EFFECTIVE DATE OF AGREEMENT</u>. The effective date of this Agreement is the date of execution by the last signator hereof.
- 4.01 <u>AMENDMENTS TO AGREEMENT</u>. Any material alterations, variations, modifications or waivers of provisions of this Agreement shall only be valid when reduced to writing as an Amendment to this Agreement which is signed, approved and properly executed by the authorized representatives of the parties.
- 5.01 <u>TERMINATION</u>. This Agreement may be canceled by any party hereto upon thirty (30) days written notice, provided that any expenses incurred by any of the parties pursuant to § 2.09 of this Agreement prior to the end of such notice period shall be promptly reimbursed by County to the party which incurred such expense if qualifying for reimbursement under this Agreement.

- 6.01 <u>CITY OR EDA ASSIGNMENT OF REMEDIATION FUNDS TO ALTERNATIVE</u>
  <u>SITE</u>. Following the investigative studies of the potential income from redevelopment, the cost of redevelopment and remediation of the Golden Property and related information, if CITY and EDA conclude that redevelopment of the Golden Property is not economically feasible, and if CITY and EDA request that they be permitted to use funds from the Environmental Response Fund for environmental remediation of another site in the City which is proposed by CITY and EDA, COUNTY agrees to give consideration to the request of CITY and EDA.
- 7.01 <u>CITY DELEGATION TO EDA</u>. CITY shall adopt a City Council Resolution delegating to EDA the duty to perform tasks identified to be performed by EDA under this Agreement.

CITY's governing body having duly approved this Agreement by Resolution No.

\_\_\_\_\_\_\_, and the proper CITY official having signed this Agreement, CITY agrees to be bound by the provisions of this Agreement.

CITY OF ST. LOUIS PARK
By: Hail of ayor )
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And: Marke Melyn
Its CLFY MANNEX
Attest: Cynthal. Larsen
Title: Cit Club
Date: 3/23/98
CITY MUST CHECK ONE:
The City is organized pursuant to:
Plan A Plan B Charter

EDA's Board of Commissioners having duly approved the Agreement by Resolution No.

and the EDA's Executive Director having signed the Agreement, EDA agrees to be bound by the provisions of this Agreement.

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The Hennepin County Board of Commissioners having duly approved this Agreement on and the proper COUNTY officials having signed this Agreement, the COUNTY agrees to be bound by the provisions herein set forth. TO **FORM AND** APPROVED AS **EXECUTION** COUNTY OF HENNEPIN, STATE OF MINNESOTA An original document was personally signed by the Ubrachandantis co file with the Clerk of the B Assistant C **∆**ttorney Deputy/Clerk of County Board Date:

#### **EXHIBIT A**

#### Legal Description of the GOLDEN PROPERTY

Lots 1, 2 and 3, Auditor's Subdivision No. 348, except the Northerly 25 feet thereof, and that part of Lot 4, Auditor's Subdivision No. 348, lying Southeasterly of a line running from a point in the Northeasterly line of said Lots 1, 2 and 3, except the Northerly 25 feet thereof, and that part of said Lot 4 lying southeasterly of a line running from a point in the Northeasterly line of said lot, distant 367.24 feet Southeasterly, measured along said Northeasterly line from the most Northerly corner thereof, to a point in the Southwesterly line of said Lot, distant 535.8 feet Southeasterly, measured along said Southwesterly line from the most Westerly corner thereof, "Auditor's Subdivision Number 348, Hennepin County, Minnesota", according to the plat thereof on file or of record in the Office of the Registrar of Titles in and for said county.

Lot 4, except that part lying Southeasterly of a line running from a point in the Northeasterly line of said Lot, distant 367.24 feet Southeasterly, measured along said Northeasterly line from the most Northerly corner thereof, to a point in the Southwesterly line of said lot, distant 535.8 feet Southeasterly, measured along said Southwesterly line, from the most Westerly corner thereof, "Auditor's Subdivision Number 348, Hennepin County, Minnesota", according to the plat thereof on file or of record in the Office of the Registrar of Titles in and for said Hennepin County.

Lot Five (5), "Auditor's Subdivision Number 348, Hennepin County, Minnesota" according to the plat thereof file on of record in the Office of the Registrar of Titles in and for said Hennepin County.

#### EXHIBIT B

#### Legal Description of Other Properties Proposed to be Acquired and Consolidated with Golden Property for Inclusion into Railroad Portion and/or Redevelopment Portion

#### PARCEL 1

PID NO. 17-117-21-44-0035 3725 Monitor Street

Lots 5 and 6, Block 51 Rearrangement of St. Louis Park

#### PARCEL 2

PID NO. 17-117-21-44-0060 6651 State Hwy. No. 7

Lots 43 to 48, inclusive, and westerly 17.5 feet of Lots 12 to 17 inclusive; also westerly 27.5 feet of Lots 18, 19 and 20, inclusive, and adjacent 1/2 of vacated alley excluding highway in Block 37, "Rearrangement of St. Louis Park"

#### PARCEL 3

PID NO. 17-117-21-44-0024 3625 Hampshire Avenue So.

Lots 40 to 42, inclusive, and including adjacent 1/2 of vacated alley in Block 37, "Rearrangement of St. Louis Park"

#### PARCEL 4

PID NO. 17-117-21-44-0023 3633 Hampshire Avenue So.

Lots 32 to 39, inclusive, including adjacent 1/2 of vacated alleyway in Block 37, "Rearrangement of St. Louis Park"

#### PARCEL 5

PID NO. 17-117-21-44-0002 3639 Hampshire Avenue So.

Northerly 25 feet of Lot 3, Auditor's Subdivision No. 348.

#### PARCEL 6

PID NO. 17-117-21-44-0048 3600 Mound Street

Lots 1 to 6 inclusive and Lot 26, including adjacent 1/2 of vacated alley and street, Block 38, Rearrangement of St. Louis Park.

#### **EXHIBIT C**

# Roles and Responsibilities Pursuant to Preliminary Agreement Between Hennepin County, the City of St. Louis Park and the St. Louis Park Economic Development Authority with Respect to the Golden Property (some tasks will occur concurrently)

Task	County of Hennepin Responsibility	City of St. Louis Park Responsibility	EDA Responsibility
I.INVESTIGATIVE PHASE			
Retain legal counsel	X	X	X
Obtain title evidence			X
Jointly retain environmental consultant	X		X
Seek redeveloper for Redevelopment Portion			`X
Seek reuser for Railroad Portion	X	·	
Obtain access agreement from owner for additional environmental investigation as required, appraisal and survey purposes			X
Investigate need, cost and economic feasibility of safety and noise mitigation measures in connection with proposed railroad realignment plans	X	X	

Task	County of Hennepin Responsibility	City of St. Louis Park Responsibility	EDA Responsibility
Prepare concept plan for division and re- use of Golden Property and such other Properties as are necessary or convenient to Railroad Portion	X		X
Consult with neighborhood representatives	X	X	X
Obtain environmental investigative report(s) as required		·	Х
Obtain survey(s)			X
Obtain appraisal(s)			X
Seek funding	X	X	X
II. PREDEVELOP- MENT PHASE			
Jointly enter VIC program	Х	1	X
Jointly arrange for preparation of response action plan ("RAP")	X		х
Follow-up consultation with neighborhood representatives	X	X	X
Refine development plan for Redevelopment Portion		X	X
Refine plan for Railroad Portion	Х	X	Х

Task	County of Hennepin Responsibility	City of St. Louis Park Responsibility	EDA Responsibility
Negotiate conditional agreement (in consultation with County) for purchase of Golden Property and Other Properties from owners			X
Jointly negotiate EPA pre-purchase agreements for Redevelopment Portion and Railroad Portion	X		X
Negotiate final agreement among County, City and EDA concerning implementation and funding of proposed projects	X	X	X
Finalize division of Site	X	X	Х
Obtain land use approvals	X	X	X
III. DEVELOPMENT PHASE			
Finalize redevelopment contract and related agreements with developer of the Redevelopment Portion			X

Task	County of Hennepin Responsibility	City of St. Louis Park Responsibility	EDA Responsibility
Finalize redevelopment contract and related agreements with developer of the Railroad Portion	X	X	. X
Transfer title of Site from owner to EDA and COUNTY or their designees	X		X
Implement remediation	Х		Х
Obtain environmental assurances for Railroad Portion and Redevelopment Portion	X	,	X
Supervise implementation of the development uses	X	X	X

#### EXHIBIT D

## List of Safety and Noise Mitigative Measures Which City and EDA Desire to be Designed, Financed and Implemented by Minnesota Commissioner of Transportation to Reduce Negative Impacts of Railroad Improvements

- Train noise with the highest decibel reading (switching activity) must be eliminated from SLP (restore to straight-through rail traffic). Build the new junction and move switching operations behind the South Oak Hill Neighborhood back to the industrial area of Hopkins (moved to a non-residential area).
- Six rail/street crossings must be eliminated along with the areas of rail track (wye in the Oxford area and all West/East track East of the new junction. Leaving track may cause future problems for SLP.
- Install a track to allow the engine to rotate ends just West of the new junction in case train traffic needs to go South in St. Louis Park from the West/East track. This should be located in the industrial area East of Louisiana and West of the new junction. (Without this track to allow the engine to switch ends, the railroads will be reluctant to remove the wye in the Oxford area and tracks that cross Wooddale, because they would have no way to get to the South coming from the West). The RR could use this as an excuse to build the new junction in St. Louis Park and still keep all of the switching problems).
- Require all rail/street crossings to have lights across arms (consider a "no whistle blowing" ordinance). Or, getting the louder whistles on trains replaced with the older, quieter models?
- Rubberized train guard crossings.
- Require pollution clean-up at NL site.
- Require seamless tracks to be installed on all North/South tracks.
- Require a paved path on the old West/East line where the track is removed down to Lake Calhoun and Lake of the Isles.
- Require sound barriers or proofing to houses next to the track North of the new junction.
- This railroad issue could have serious cost and construction implications for the City Department of Public Works. There are numerous changes and improvements that will have to be made. First, a new crossing is needed at 28th Street, 29th Street, Brunswick, Dakota, 41st Street, 42nd Street, Brookside and Alabama. Dakota, Library Lane and Lake Street also need the crossing extended to the sidewalk. In addition, 28th Street, 29th Street, Brunswick, Dakota, Walker, Excelsior, 41st Street, 42nd Street, Yosemite and

Brookside all need to be signalized. There is also concern about visibility and clearance on the approaches at 28th Street, Dakota, 41st Street and 42nd Street.

- A few bridges in St. Louis Park will need work. Minnetonka, Cambridge and the bridge over South Service Drive of Highway 7 are too narrow or low and need to be replaced. There are also access and accident concerns, as well as width and vertical clearance problems.
- Trunk Highway 100 Bridge Construction in 2008 no bridge/light rail/heavy rail, bike and pedestrian paths some alternatives may free up funds now (MnDOT).

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