

- Trail development is not the issue here and has no relevance to the responsibilities of the railroad right-of-way.
- The trail sponsor's contract NITU or CITU has what's referred to as a willingness clause. They voluntarily assume the financial liability for the trail and pay taxes and its agreement to the rail bank. The meaning to this is if it was the railroad's responsibility it's now the trail sponsor's obligation.
- The State's Recreational Trail Act that has been upheld by the Kansas Supreme Court does not have a remedy if the trail sponsor fails to comply. The governing body of the Surface Transportation Board does.
- From the Surface Transportation Board Docket Number AB-534 (Sub-No. 1X). If at any time an interested party calls into question the trail sponsor's ability to meet the statutory requirements for the interim trail use; i.e. the sponsor's ability to assume financial liability for the trail and pay taxes and its agreement to the rail bank, the Board will reopen the proceedings for further examinations and may involuntarily revoke the trail condition.
- The Surface Transportation Board's policies and procedures must be followed to request a hearing to resolve the existing issues. The testimony can be submitted by mail and all fees are waived for a government entity. Evidence should be submitted by a governing body for proper consideration.
- The Kansas Recreational Trail Act in Section 5 states "a city or county **may** institute procedures for recourse against the responsible party". An amendment to this Section 5 would read that "a city or county **shall** institute procedures for recourse against the responsible party". This change making the act of instituting procedures mandatory.
- When we all work together, properly follow the policies and procedures, and involve all the appropriate agencies including the Surface Transportation Board we can achieve the needed results.

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