

Central Corridor MOU -- June 20 Agreement Version

MEMORANDUM OF UNDERSTANDING BETWEEN THE METROPOLITAN COUNCIL, REGENTS OF THE UNIVERSITY OF MINNESOTA, THE CITY OF MINNEAPOLIS, THE HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY AND HENNEPIN COUNTY

This Memorandum of Understanding is by and between the Metropolitan Council, Regents of the University of Minnesota (“University”), the City of Minneapolis, the Hennepin County Regional Railroad Authority and Hennepin County (“Parties”).

WHEREAS:

1. The Parties have been involved in various activities regarding the development of a Central Corridor Light Rail Transit (“CCLRT”) line;
2. The Parties agree that a portion of the Central Corridor LRT will traverse the University's Twin Cities Campus (“Campus”), including an at-grade Transit/Pedestrian Mall on Washington Avenue with no vehicular traffic except emergency vehicles, light rail transit and buses.
3. The Parties agree that mitigation of traffic and other environmental impacts in and around the Campus due to the construction of the Central Corridor Project (“Project”) is essential to the integrity of campus activities and surrounding neighborhoods and the successful operation of the Central Corridor LRT line.
4. The Parties agree to cooperatively work together to explore alternatives and resolve outstanding project related matters including: mitigation impacts, design issues, construction issues, and operation matters.
5. The Parties agree that by entering into a Memorandum of Understanding (hereinafter “MOU”) they will efficiently and cooperatively work together to resolve outstanding Project mitigation related issues and insure the viability and success of this important Project. The University, consistent with the Board of Regents’ Resolution Related to CCLRT approved on June 13, 2008, will pursue [[and support]] the Washington Avenue Transit/Pedestrian Mall alignment with other project partners.
6. The MOU will define the scope and commitment of the Parties to the Project mitigation issues and provides further direction to develop a second MOU which will define and detail specific design, construction and operation issues related to the Project.
7. The Parties agree to have this second MOU completed and approved prior to the submission of a New Starts Application for Final Design to the Federal Transit Administration, in early September 2008, but in no event later than January 31, 2009.

In consideration of the mutual agreements herein set forth, the Metropolitan Council, the University, the City of Minneapolis, the Hennepin County Regional Railroad Authority and Hennepin County agree as follows.

ARTICLE 1: TYPES OF IMPROVEMENTS

The Parties agree that three types of Central Corridor improvements will be pursued in and around the Campus:

- Improvements, included in the base project budget, needed to ensure the functionality of the CCLRT line, as detailed in Exhibit A, attached and incorporated herein by this reference.
- Improvements needed to mitigate traffic and other environmental impacts resulting from the construction and operation of the LRT line (“Mitigation Measures”) as detailed in Exhibit B, attached and incorporated herein by this reference.
- Improvements not formally required to ensure the functionality of the CCLRT line or to mitigate its impacts but that the parties agree to pursue, outside of the Project scope and budget, to enhance the transportation system and advance development opportunities (“Betterments”) as detailed in Exhibit C, attached and incorporated herein by this reference.

ARTICLE 2: DEFINITION OF MITIGATION MEASURES AND FUNDING COMMITMENTS

A list of Mitigation Measures currently estimated to cost up to \$27 million has been developed by the Parties (see Exhibit B, Mitigation Measures, attached and incorporated herein). The Parties agree to include all those Mitigation Measures in the CCLRT Project and the CCLRT budget subject to approval by the FTA, and advocate for their inclusion with the FTA. Current cost estimates are for planning purposes. Such costs must incorporate the same methodology for non-construction costs as other elements of the project. The Parties’ commitment is to the completion of the line item mitigations within the project budget, with standard access to project contingency funds. The Parties agree that opportunities for additional mitigation funding within the Project budget may become available if Project costs are lower than currently estimated or if the amount of Project budget reserved for contingency is reduced as engineering advances or if the Cost Effectiveness Index is increased.

The Parties agree that all necessary mitigation measures (as shown in Exhibit B) may not have been identified at this point in Project development and that all mitigation measures that are FTA-required will be in the project budget and those that are FTA-eligible but not required will be given consideration within the project budget. Traffic studies related to the CCLRT Project and identified in Exhibits A and B have been conducted that include intersections that will require traffic improvements. A budget for improvements at the intersections was developed by

the Central Corridor Project Office (“CCPO”) and is included in the base budget. The CCPO will work with stakeholders to refine all planning and designs to ensure maximum functionality and mutual acceptance by the Parties.

An additional action, the extension of East River Road to Main Street, has been identified by the Parties as a traffic mitigation measure or Betterment to absorb a portion of the traffic currently using Washington Avenue. The Parties agree to further define the scope, cost and traffic impact of the East River Road extension in upcoming Preliminary Engineering and Final EIS activities. The Parties agree, should either a portion or the entire cost of the East River Road extension not be eligible for FTA approval as a project mitigation, to collectively pursue funding it as Betterment.

ARTICLE 3: BETTERMENT ADVOCACY AND FUNDING

The Parties agree to strongly support and advocate for the implementation of Betterments collectively recommended by pursuing all eligible funding sources including, but not limited to: federal transportation funds, state general obligations bonds and local funds available from the Parties’ respective Capital Improvement Programs (see Exhibit C, Betterments, attached and incorporated herein). The parties further agree to jointly develop a funding strategy for Betterments implementation outside the project budget [[pb to check]] prior to requesting approval from FTA for entering Final Design for the Central Corridor Project.

In particular, the Parties agree that the Granary Road project described in Exhibit C is crucial, and commit to pursue its full funding and completion.

ARTICLE 4: ENVIRONMENTAL AND HISTORIC PRESERVATION ISSUES

The Parties agree that all environmental and historic preservation issues related to the Washington Avenue at-grade Transit/Pedestrian Mall will be disclosed and documented in the Supplemental Draft Environmental Impact Statement (SDEIS) and must be addressed in the Final EIS process. The parties agree that they will cooperate and follow applicable FTA policies, procedures and standards related to EIS processes and environmental and preservation issues.

ARTICLE 5: DESIGN, CONSTRUCTION AND OPERATIONS

The Parties agree to develop a second MOU regarding detailed design, construction, ownership, right-of-way, operational issues and maintenance of the Central Corridor Project. It is agreed that the parties shall strive to complete and approve a second MOU prior to the submission of a New Starts application for Final Design to the Federal Transit Administration, but in no event will the MOU be completed later than January 31, 2009. The parties agree to cooperatively work together to develop the second MOU. That MOU will be consistent with standard practice in the development of LRT lines at research universities across the country.

The following assumptions and guidelines shall apply in drafting and negotiating the second MOU:

- After review and consultation with all parties hereto, Metro Transit shall maintain final control and authority over bus and rail system operations. Specific detail regarding the transportation and operation issues shall be detailed in the second MOU. Operation issues include but are not limited to train speed, the volume and operation of buses and emergency vehicles on the mall and campus streets.
- The University with consent and approval from the responsible road authority shall participate and have final design and engineering approval over the Transit/Pedestrian Mall elements, as defined and mutually agreed to by the parties in the second MOU, in the University campus area to the extent that the Central Corridor Project Office determines they are within the Project budget and do not interfere with safe and efficient operations. The second MOU shall delineate an agreed upon approval process.
- Street traffic improvements associated with the mitigation plan in the University area for the CCLRT project shall require agreement from the responsible road authority, the University, and the CCPO.
- The responsible road authority for Washington Avenue shall retain control of engineered design elements of the Washington Avenue Transit/Pedestrian Mall and elements that affect public safety, as defined and mutually agreed to in the second MOU.
- Metro Transit shall retain control and approval over design and engineering elements specific to the entire Central Corridor LRT line (“Central Corridor LRT envelope”), including, but not limited to, station elements common to all stations, such as signage and ticket vending machines.
- Subject to the University Board of Regents consideration and final approval, the University shall donate necessary real property rights needed for the Project owned by the University at the conclusion of the second MOU negotiations.
- Redesign of the West Bank Station area must be completed to accomplish traffic calming, safe interactions of pedestrians and creation of developable parcels.
- The Parties recognize that ownership and maintenance issues pertaining to Washington Avenue need to be negotiated and resolved. It is agreed by the Parties to cooperatively advocate in favor of MN-DOT owning the Washington Avenue bridge.

ARTICLE 6: GENERAL PROVISIONS

- The terms of this Memorandum of Understanding may only be changed by mutual agreement of the Parties. Such changes shall be effective only upon the execution of written amendments signed by authorized representatives of all of the Parties.
- No Party may assign its obligations under this Memorandum of Understanding to another person or entity without the written consent of the other Parties. to this Memorandum of Understanding.
- This Memorandum of Understanding shall inure to the benefit of, and constitute a binding obligation upon, each Party and its successors, and if such assignment is consented to in accordance with this section, each Party's assigns.
- The Parties recognize and acknowledge that the funding requirements in the Memorandum of Understanding may be repealed or modified by future law and that future amendment of this Memorandum of Understanding may be necessary to reflect any such changes in law.
- This Memorandum of Understanding may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. This Memorandum of Understanding shall become effective when the executions of all Parties are affixed to the document.
- If a dispute should arise between or among the Parties to this Memorandum of Understanding with respect to any of its provisions, the Parties involved agree to attempt to settle such dispute through the use of a mediator mutually acceptable to the Parties involved in the dispute prior to the initiation of any legal action on the part of any of the Parties involved in the dispute with respect to this Memorandum of Understanding, any of its provisions, and/or its enforcement. The costs of such mediation shall be shared in accordance with an amendment to this Memorandum of Understanding entered into prior to mediation which specifically addresses the responsibility of each party for the expenses of such mediation.
- The Parties acknowledge that this MOU is limited to mitigation and other issues affecting that portion of the project located within the City of Minneapolis and Hennepin County.

ARTICLE 7: BEST EFFORTS

The Parties acknowledge that time is of the essence, and agree to take all necessary actions to enable the project office and the FTA to maintain the project on the schedule established by the Project Office and agree to take timely actions to facilitate entrance into Final Design in the Spring of 2009.

IN WITNESS WHEREOF, the Parties have caused this Memorandum of Understanding to be executed by their duly authorized representatives on the dates indicated below.

METROPOLITAN COUNCIL

By: _____
Date: _____

REGENTS OF THE UNIVERSITY OF MINNESOTA

Reviewed by the University Office of the General Counsel

Date: _____

By: _____
Date: _____

Reviewed by the City Attorney's Office

Date: _____

CITY OF MINNEAPOLIS

By: _____

Reviewed by the County Attorney's Office

Date: _____

HENNEPIN COUNTY BOARD

By: _____

ATTEST: _____
Clerk of Board

DATE: _____

Reviewed by the County Attorney's Office

Date: _____

HENNEPIN COUNTY REGIONAL RAILROAD AUTHORITY STATE OF MINNESOTA

By: _____
Chair of Its Board

ATTEST: _____
Deputy/Clerk of Authority Board

Date: _____

And: _____
Deputy/Executive Director

Date: _____