

**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 (“MOU”) 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 CCLRT Project (“Project”) 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 Project is essential to the integrity of campus activities and surrounding neighborhoods and the successful operation of the CCLRT 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 this 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 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 a second MOU completed and approved prior to the submission of a New Starts Application for Final Design to the Federal Transit Administration (FTA), in early September 2008, but in no event later than January 31, 2009.

NOW, THEREFORE, in consideration of the mutual agreements herein set forth, the Parties 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:

1. 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.
2. Improvements needed to mitigate traffic and other environmental impacts resulting from the construction and operation of the CCLRT line (“Mitigation Measures”) as detailed in Exhibit B, attached and incorporated herein by this reference.
3. 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). The Parties agree to include all those Mitigation Measures in the 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 (see Exhibit B) may not have been identified at this point in Project development and that all such Mitigation Measures that are FTA-required will be included 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 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 Betterments 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 Betterments.

ARTICLE 3: BETTERMENTS 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). The Parties further agree to jointly develop a funding strategy for Betterments implementation outside the project budget prior to requesting approval from FTA for entering Final Design for the 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 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 all applicable laws, 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 Project. It is agreed that the Parties shall strive to complete and approve a MOU prior to the submission of a New Starts application for Final Design to the FTA, but in no event will the second MOU be completed later than January 31, 2009. The Parties agree to cooperatively work together to develop the second MOU that will be consistent with standard practice in the development of CCLRT 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 CCPO 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 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 CCLRT 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 the Minnesota Department of Transportation owning the Washington Avenue bridge.

ARTICLE 6: GENERAL PROVISIONS

- The terms of this MOU 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 MOU to another person or entity without the written consent of the other Parties.
- This MOU 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 this MOU may be repealed or modified by future law and that future amendment of this MOU may be necessary to reflect any such changes in law.
- This MOU 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 MOU 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 MOU 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 MOU, any of its provisions, and/or its enforcement. The costs of such mediation shall be shared in accordance with an amendment to this MOU 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 accept and support the work schedule established by the CCPO for the CCLRT and agree to take all necessary actions to enable the CCPO and the FTA to maintain that schedule, which includes the Project's New Starts submission and application to enter final design in September of 2008. The Parties also agree that any significant departure from this schedule will delay the project and could jeopardize its funding.

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

Reviewed by Metropolitan Council's
General Counsel

Date _____

METROPOLITAN COUNCIL

By: _____
Date: _____

Reviewed by the University Office of
the General Counsel

Date: _____

**REGENTS OF THE UNIVERSITY OF
MINNESOTA**

By: _____
Date: _____

Reviewed by the
City Attorney's Office

Date: _____

CITY OF MINNEAPOLIS

By: _____
Date: _____

Reviewed by the
County Attorney's Office

Date: _____

HENNEPIN COUNTY BOARD

By: _____
Attest: _____
Clerk of Board
Date: _____

Reviewed by the
County Attorney's Office

By: _____

**HENNEPIN COUNTY REGIONAL
RAILROAD AUTHORITY
STATE OF MINNESOTA**

Date: _____
Chair of Its Board

Attest: _____
Deputy/Clerk of Authority Board

Date: _____

And: _____
Deputy/Executive Director

Date: _____

Exhibit A Project Elements

Items covered under the current project budget

Washington Avenue Transit/ Pedestrian Mall Stakeholder- Identified Improvement Needs		
	Item	Cost Estimates*
1	Traffic Signal Improvements on Washington Avenue and other intersections (Walnut and University, others TBD; SCOOT recalibration, new signals where warrants are met, signal retiming)	\$2,600,000
2	Modify Huron Blvd./23rd Avenue/25th Avenue/University Avenue	\$4,300,000
3	Signage and way-finding to direct traffic to desired routes	\$20,000
Totals		\$6,920,000

* All Cost Estimates are total program costs based upon current available information.

**Washington Avenue Transit/Pedestrian Mall
Stakeholder Identified Improvement Needs**

1. Traffic signal improvements on Washington Avenue and other intersections.

This item is considered to be part of the scope of the base project definition and includes the following:

New traffic signal at Washington Avenue and Church Street,
New traffic signal at Washington Avenue and Union Street,
New traffic signal at Washington Avenue and Harvard Street,
New traffic signal at Washington Avenue and Walnut Street,
New traffic signal at Washington Avenue and Oak Street,
New traffic signal at Washington Avenue and Ontario Street, and
Software installation and coordination with the City of Minneapolis' planned Scoot system installation.

2. Modify Huron Boulevard/23rd Avenue/25th Avenue/University Avenue

CCLRT is planned to cross both Huron Avenue and University Avenue at 23rd Avenue. Consistent with project requirements, further study and design will be completed on this intersection.

3. Signage and Way-Finding

New directional signing will be necessary as a result of CCLRT implementation and the closure of Washington Avenue. Signing to direct drivers to alternate routes that will minimize congestion in the area around the University is considered part of the base scope.

Exhibit B: Mitigation Measures

Washington Avenue Transit/ Pedestrian Mall Stakeholder-Identified Improvement Needs		Cost Estimates*
Item		
1	Washington Avenue Transit/Pedestrian Mall	\$11,100,000
2	Intersections directly impacted from CCLRT (Traffic Study #3)	\$2,800,000
A	- Cedar Avenue and Riverside	
B	- Riverside and 19th Avenue	
C	- Riverside and 20th Avenue	
D	- Franklin and Cromwell	
E	- Eastbound Washington Avenue Ramp and East River Parkway (also provide access to Church Street, south of Washington Avenue)	
3	East River Road	
A	- Improvements to accommodate increased traffic, including intersections on East River Parkway at Harvard St and Fulton St	\$1,200,000
4	U of M East Bank Campus Area Street Connections (Traffic Study #4)	\$5,100,000
A	- Arlington Street and Pleasant Avenue	
B	- East River Parkway and Arlington Street	
C	- Pleasant Avenue and Delaware Street	
D	- 4th Street SE and 17th Avenue SE	
E	- Beacon Street extension - convert to 2-way traffic and extend to Walnut Street	
F	- Harvard Street extension - convert to 2-way traffic from Washington Avenue to Beacon Street and extend to Pillsbury Drive	
G	- Delaware Street and Harvard Street	
H	- Union Street - close to traffic south of Washington Avenue Ramp access	
5	Environmental Issues	
A	- Mitigate EMF/Vibration Impacts to NMR Machines	\$3,400,000
B	- Mitigate Noise/Vibration Impacts to other Sensitive Equipment	\$1,000,000
C	- Coffman Union/ Northrop Mall	TBD
D	- Impacts on Knoll District	TBD
Totals		\$24,600,000

* All Cost Estimates are total program costs based upon current available information.

**Washington Avenue Transit/Pedestrian Mall
Stakeholder Identified Improvement Needs**

1. Washington Avenue Transit/Pedestrian Mall

On February 27, 2008, the Met Council adopted an at-grade Transit Mall at the University of Minnesota. Based on participation from project partners and stakeholders, informed by the results of traffic analyses conducted since that time, it has been determined that the Mall will extend from just east of Pleasant Street to Walnut Street. This item is considered to be part of the base project definition and is included in the \$892 million budget. This item includes the following:

Construction of a Transit/Pedestrian Mall on Washington Avenue from Pleasant Street to Walnut Street. Transit/Pedestrian Mall amenities included in the current \$11.1 million budget are those items beyond roadway and sidewalk reconstruction, including elements for an enhanced transit/pedestrian mall environment: street furnishings; additional pedestrian lighting; landscaping; pedestrian, roadway and LRT guideway surface treatments; and wayfinding signage.

2. Intersections directly impacted from CCLRT (Traffic Study #3)

Based on traffic studies conducted by CCPO, the five intersections listed below are directly impacted by CCLRT resulting in a Level of Service (LOS) of E or F in 2030. The CCPO has identified possible mitigations for each of the intersections, which are described below and included in the Exhibit B cost estimate.

- A. Cedar Avenue & Riverside Avenue
Construction of a second westbound right turn lane on Riverside Avenue and reconstruction of the sidewalk which would be impacted by adding the turn lane.
Construction of a northbound left turn on Cedar Avenue.
Replacement of the traffic signal at the intersection.
- B. Riverside Avenue & 19th Avenue
Implementing the measures identified in 2A would create an acceptable Level of Service at this intersection.
- C. Riverside Avenue & 20th Avenue
Implementing the measures identified in 2A and removing parking on the east side of 20th Avenue, adjacent to the intersection, to provide an additional lane would create an acceptable Level of Service at this intersection.
- D. Franklin Avenue & Cromwell Avenue

Removal of parking on the north side of Franklin Avenue to allow for two lanes westbound in the PM peak hour
Implementation of traffic signal modifications (detection, heads, and controller modifications).

- E. East River Road & Washington Avenue EB ramp
Installation of a traffic signal at the intersection.
Striping for the southbound left turn lane on East River Parkway.
Construction of Delaware Street to three full lanes for the entire ramp length (Delaware Street is currently about two lanes widths wide).

3. East River Road

A. Improvements to accommodate increased traffic on East River Road. Based on traffic studies completed by CCPO, East River Road, south of Washington Avenue is directly impacted as a result of CCLRT. The following improvements have been identified by CCPO and included in the budget.

- Construction of an eastbound left turn lane on East River Parkway,
- Construction of a southbound left turn lane on Harvard Street,
- Construction of a mill and overlay within the intersection area, and
- Installation of an all-way stop sign control.

4. U of M East Bank campus area street connections (Traffic Study #4)

Based on traffic studies conducted by CCPO, the eight intersections listed below are directly impacted from CCLRT and require improvements as described below to achieve an acceptable LOS:

A. Arlington Street & Pleasant Street

- Installation of a traffic signal.
- Construction of an eastbound right turn on Arlington Street.

B. East River Parkway & Arlington Street

- Construction of a southbound left turn lane on East River Parkway.
- Construction of a northbound right turn lane on East River Parkway.

C. Pleasant Street & Delaware Street

- Installation of a traffic signal.
- Striping for the southbound left turn lane.

D. 4th Street SE & 17th Avenue SE

- Striping for the northbound left turn lane on 17th Avenue SE.
- Modification of the traffic signal to add protected left turn phase.

E. Beacon Street Extension

- Construction of Beacon Street between Walnut St and Harvard St (2 lane road).
- Construction of a mill and overlay Beacon Street between Union and Harvard.

F. Harvard Extension

- Construction of Harvard Street extension between Beacon Street and Pillsbury Street.
- Construction of a mill and overlay Harvard Street between Washington Ave and Beacon St and re-striping to create a two-way roadway.

G. Delaware Street & Harvard Street

- Installation of a traffic signal.
- Striping for turn lanes at the intersection (northbound left, southbound left, and westbound right).

5. Environmental Issues

A. Mitigate electromagnetic interference (EMI)/vibration impacts to nuclear magnetic resonating machines (NMRs).

CCPO is currently evaluating impacts to existing research devices located at various University of Minnesota facilities along Washington Avenue and intends to mitigate any CCLRT related impacts.

B. Mitigate noise/vibration impacts to other sensitive University of Minnesota research equipment.

CCPO is currently evaluating impacts to existing research devices located at various University of Minnesota facilities along Washington Avenue and intends to mitigate any CCLRT related impacts.

C. Coffman Union/Northrop Mall.

CCPO is currently evaluating the impacts to the Northrop Mall.

D. Knoll District

In consultation with the State Historic Preservation Officer and MN-DOT Cultural Resources Unit, CCPO is currently evaluating the impacts to the Knoll District.

Exhibit C: Betterments

Betterments outside the Central Corridor Project Budget

Washington Avenue Transit/Pedestrian Mall Stakeholder-Identified Improvement Needs

	Item	Cost Estimates
1	Granary Road - I35W (2nd Street) to TH 280	
A	West Segment	22.4 m
B	Middle Segment	11.5 m
C	East Segment	TBD
D	East Segment Extension	TBD
2	Intersections	
A	- E. Franklin and East River Parkway	\$5m
B	- SE 10th Avenue and SE 4th Street	TBD
C	- SE 10th Avenue and SE University Avenue	TBD
D	- Cedar Avenue and Washington Avenue/15th Avenue	TBD
E	- Washington Avenue and I-35W Northbound Ramp	TBD
F	- Washington Avenue and I-35W Southbound Ramp	TBD
3	East River Road	
	- Extension of E River Rd to Main St or 2nd Street	\$14.6 m

Total

TBD

Washington Avenue Transit/Pedestrian Mall Stakeholder Identified Improvement Needs

1. Granary Road

The City of Minneapolis is planning to construct a new east-west roadway north of University Avenue. This roadway would serve as an additional east-west arterial roadway in the area, serving planned development along its corridor and providing a reliever route to University Avenue and 4th Street.

A. West Segment – 2nd Street to Oak Street SE

Initial planning proposes to connect Granary Road to 2nd street, which would provide a connection to 35W via University and 8th Ave and 11th Ave.

B. Middle Segment – Oak Street SE to 25th Avenue SE

This segment of Granary road is included in the Minneapolis Capital Improvement Program although additional funding is needed.

C. East Segment – 25th Avenue to Malcolm Avenue

The City of Minneapolis plans to construct Granary Road between 25th Avenue and Malcolm in 2010.

D. East Segment Extension – Malcolm Avenue SE to 280 frontage road

With the construction of CCLRT, there is interest in extending the eastern terminus of this road segment further east, possibly to the 280 frontage road. Additional planning in coordination with the City of St. Paul is needed.

2. Intersections

Based on traffic studies completed by CCPO, the closure of Washington Avenue to through traffic will cause incremental increases to traffic volumes at the following six intersections in 2030. All of these intersections are projected to have a Level of Service (LOS) F without CCLRT.

A. Franklin Avenue at East River Parkway – This is a signalized five-legged intersection with existing capacity constraints because of the lack of turn lanes and the geometric configuration. The City of Minneapolis has completed scoping of improvements for this intersection in the past including the possibility of a roundabout. Right-of-way acquisition would be required.

B/C. 10th Avenue at 4th Street or University Avenue – These two intersections are currently signalized. Possible future improvements to improve LOS include the addition of turn lanes and modified traffic signal phasing to create improved flow for critical movements.

D/E/F. Washington Avenue at the I-35W ramps and Cedar Avenue – The intersections on Washington Avenue at the I-35W ramps currently experience a failing LOS in the PM peak hour (prior to the I-35W bridge collapse). This is the primary route out of downtown for traffic destined to the northeast area of the region. The east to northbound left turn movement is nearing 1,000 in the PM peak hour from a single turn lane. The intersection at Cedar Avenue is affected by the operations at I-35W. The City of Minneapolis has begun scoping improvements that include a new access to northbound 35W at Fourth Street.

3. East River Road

This would include extending the East River Road north of Washington Avenue on a structure over the railroad tracks and future Granary Road to connect with Main Street. The Minneapolis Park Board has had this in their planning for many years. There is concern that the closure of Washington Avenue will result in additional traffic on Pleasant Street through campus. This segment will provide an alternate route to Pleasant and East River Road south of Washington.