

**Memorandum of Agreement**  
**Among**  
**The Federal Transit Administration**  
**The Minnesota State Historic Preservation Office and**  
**The City of Minneapolis**  
**Pursuant to**  
**36 Code of Federal Regulations (CFR) Section 800.6(c)**  
**Regarding**  
**The Minneapolis Nicollet Hotel Block Project**

**Whereas**, the City of Minneapolis (CITY) is proposing to construct a transit terminal (TERMINAL) which will include a below-grade bus layover facility with an at-grade passenger waiting area to be operated by the Metro Transit Agency of the Metropolitan Council of the Twin Cities;

**Whereas**, the Federal Transit Administration (FTA) proposes to fund a portion of the TERMINAL;

**Whereas**, the CITY proposes to cooperate with a private developer (DEVELOPER) to construct a private mixed-use development (PRIVATE DEVELOPMENT) that will be above the TERMINAL and will include approximately 300 dwelling units, parking for the residents, and retail on the first and second floors;

**Whereas**, the design of the PRIVATE DEVELOPMENT has not been determined;

**Whereas**, the TERMINAL and the PRIVATE DEVELOPMENT are hereinafter referred to as the Nicollet Hotel Block Project (PROJECT);

**Whereas**, the FTA, the Minnesota State Historic Preservation Office (MNSHPO), and the CITY have established the Area of Potential Effect for the PROJECT and have determined that numerous properties included on or eligible for inclusion on the National Register of Historic Places are located within the Area of Potential Effect; and

**Whereas**, the FTA has consulted with the Advisory Council on Historic Preservation (COUNCIL), via a letter dated April 29, 2005; the MNSHPO, via a letter dated September 3, 2004; and the CITY pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470( f));

**Now therefore**, the FTA, MNSHPO, and the CITY agree that the PROJECT shall be administered in accordance with the following Stipulations to satisfy the FTA's Section 106 responsibilities for all aspects of the PROJECT, including the PRIVATE DEVELOPMENT.

## **I. STIPULATIONS**

FTA, AS THE FEDERAL LEAD AGENCY, REMAINS RESPONSIBLE FOR THE IMPLEMENTATION OF THE TERMS OF THIS AGREEMENT AND WILL REQUIRE, AS A CONDITION OF ANY APPROVAL OF FEDERAL FUNDING FOR THE PROJECT, ADHERENCE TO THE STIPULATIONS SET FORTH HEREIN. THE CITY, THE PROJECT SPONSOR, WILL HAVE THE LEAD IN THE IMPLEMENTATION OF EACH STIPULATION UNLESS OTHERWISE NOTED IN THE STIPULATION.

1. The CITY will develop the plans for all aspects of the PROJECT, including the PRIVATE DEVELOPMENT, in consultation with MNSHPO. The PROJECT design will seek to respect the integrity of the adjacent historic properties and districts through appropriate materials, features, scale, proportion, and massing. The final design will be submitted to MNSHPO for review and concurrence.
2. Through the above consultation process, the PROJECT will be designed in such a way as to be compatible with the adjacent historic properties and to avoid adverse effects on them. If, for any reason, a compatible design is not achieved, the CITY will consult with MNSHPO to develop and implement appropriate mitigation measures.

## **II. AMENDMENTS**

ANY PARTY TO THIS AGREEMENT MAY REQUEST THAT IT BE AMENDED. ANY AMENDMENTS SHALL BE IN WRITING AND SIGNED BY ALL PARTIES. THIS AGREEMENT IS IN ACCORDANCE WITH THE RELEVANT FEDERAL AND STATE REGULATIONS IN EFFECT AT THE TIME OF ITS EXECUTION. IF THE REGULATIONS CHANGE FROM THE TIME OF EXECUTION, THE CITY WILL CONSULT WITH ALL PARTIES REGARDING AN AMENDMENT OF THIS AGREEMENT.

## **III. TERMINATION**

Any party to this Agreement may terminate this agreement by providing 30 days written notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, or if the City on behalf of FTA does not carry out the terms of the Agreement, FTA will reopen the consultation process pursuant to 36 CFR Part 800.

#### **IV. DISPUTE RESOLUTION**

IF AT ANY TIME DURING THE IMPLEMENTATION OF THIS AGREEMENT, THE MNSHPO OBJECTS WITHIN 30 DAYS OF NOTIFICATION BY THE CITY OF ANY PROPOSED ACTION OR PLAN, OR OBJECTS TO ANY FAILURE TO ACT PURSUANT TO THIS AGREEMENT, MNSHPO MAY FILE WRITTEN OBJECTIONS WITH THE FTA. HOWEVER, PRIOR TO FILING SUCH OBJECTIONS, MNSHPO SHALL ATTEMPT TO RESOLVE THE DISPUTE WITH THE CITY BEFORE INVOLVING THE FTA. THE FTA SHALL NOTIFY THE PARTIES TO THIS AGREEMENT OF THE OBJECTION, AND THEN TAKE THE OBJECTION INTO ACCOUNT, CONSULTING WITH THE OBJECTOR AND AT THE OBJECTOR'S REQUEST, WITH ANY OF THE PARTIES TO THIS AGREEMENT, IN ORDER TO RESOLVE THE OBJECTION. THE FTA WILL FACILITATE RESOLUTION OF THE DISPUTE AMONG THE PARTIES INVOLVED. IF THE FTA DETERMINES THAT THE OBJECTION CANNOT BE RESOLVED, THEN THE FTA SHALL FORWARD ALL DOCUMENTATION RELEVANT TO THE DISPUTE TO THE COUNCIL. THE COUNCIL WILL EITHER:

1. Provide the FTA with recommendations, which the FTA will evaluate in reaching a final decision regarding the dispute; or
2. Notify the FTA that it will comment pursuant to 36 CFR Section 800.7(b) and Section 110(1) of the National Historic Preservation Act and then proceed to comment. Any Council comment provided in response to such a request will be taken into account by the FTA in accordance with 36 CFR Section 800.6(a)(1)(C)(ii) with reference to the subject of the dispute.

Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute, the FTA's responsibility to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged.

#### **V. DURATION OF AGREEMENT**

If the terms of this agreement have not been implemented by December 31, 2010, this agreement shall be null and void. In such an event, FTA shall notify the parties of this agreement of the expiration and seek an amendment to extend its duration, or if appropriate, shall re-initiate review of the undertaking in accordance with 36 CFR Section 800.7(c)(4) and Section 110(l) of the National Historic Preservation Act.

## V. NOTICE

Notice to the Parties shall be as follows:

Regional Administrator  
Federal Transit Administration  
200 W. Adams, Suite 320  
Chicago, IL 60606

Michael Orange  
Minneapolis Department of Planning and Economic Development  
Room 210 City Hall  
Minneapolis, MN 55415-1385

Dennis Gimmestad  
Minneapolis State Historic Preservation Office  
345 Kellogg Blvd. W., Level A  
St. Paul, MN 55102-1906

Greg Mathis  
Minneapolis Heritage Preservation Commission  
Room 210 City Hall  
Minneapolis, MN 55415-1385

**V. NOTICE**

Notice to the Parties shall be as follows:

Regional Administrator  
Federal Transit Administration  
200 W. Adams, Suite 320  
Chicago, IL 60606

City of Minneapolis

Minneapolis State Historic Preservation Office

Minneapolis Heritage Preservation Commission

**VI. EXECUTION**

Execution of this Agreement and implementation of its terms evidences that FTA has afforded the Council a reasonable opportunity to comment on this Project and that the FTA has taken into account the effect of the Project on resources on or eligible for the National Register of Historic Places.

Federal Transit Administration

By: Donald Simonardi Date: 7/7/05  
Acting Regional Administrator

Minnesota State Historic Preservation Office

By: Witz L. Stoenberg Date: 6/30/05

Invited Signatory:

City of Minneapolis

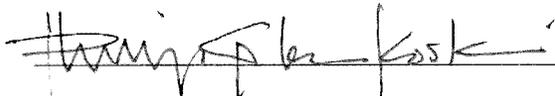
By: John Hoel

Date: 6-28-2005

Concurring Signatory:

Minneapolis Heritage Preservation Commission

By:

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Date: 27 June 2005