



## Red Rock Corridor Commission Agenda 4:30 p.m. Thursday, October 19, 2017

Cottage Grove City Hall  
12800 Ravine Parkway S  
Cottage Grove, MN 55016

	<u>Action Requested</u>
1. Introductions	Information
2. Approval of Agenda	Approval
3. Joint Powers Agreement*	Discussion
4. Other	Information
a. Small Area Plans Update*	
b. Next Meeting November 30, 2017** 4:30 pm Newport City Hall **This will be the second reading of the amended joint powers agreement. Quorum will be needed for approval.	
5. Adjourn	Approval

*\*Enclosures*



**DATE:** October 11, 2017  
**TO:** Red Rock Corridor Commission  
**FROM:** Staff  
**RE:** Joint Powers Agreement

### **Background**

The Red Rock Corridor Commission was formed in 1998 to oversee multimodal planning along the Highway 61 corridor. The current joint power agreement (JPA) was signed in 2004 with the purpose to “collaboratively plan for multi-modal transportation improvements to the Red Rock Corridor and for the related land use and development impacts.” Membership in 2004 included: Dakota, Hennepin, Ramsey, and Washington Counties; the cities of Cottage Grove, Hastings, Minneapolis, Newport, Saint Paul, and St. Paul Park; Denmark Township; and the University of Minnesota. Since 2004, the commission has approved a locally preferred alternative for a bus rapid transit line in the Red Rock Corridor, resulting in a document that no longer reflects the current work.

Discussion of updating the Red Rock Corridor Commission JPA started in late 2014. Commission members decided to delay action on the JPA until the completion of the Implementation Plan.

### **Options under Consideration**

At the August 24 commission meeting, Lindsey Wollschlager (with Richardson, Richter & Associates) provided an overview of governance options for the Red Rock Corridor. Three options were discussed at the last commission meeting.

1. Amend Joint Powers Agreement
2. Withdrawal of Select Members
3. Consider Alternative Forms of Cooperation

Commission members expressed interest in continuing with a joint powers agreement. Therefore, Option 3 is no longer under consideration. Below is further discussion of Options 1 and 2.

#### *Option 1. Amend Joint Powers Agreement*

A proposed amendment to the JPA is attached for review. The intention of the amendment is to update the purpose of the commission (bus rapid transit (BRT) instead of commuter rail), update the membership (see the note below), and update the funding share allocation for Financial Members. There are two items marked as TBD. The first is a recital that would summarize the purpose of the amendment, and the second is the proposed funding share allocation for the remaining Financial Members.

Note that this amendment assumes 4 members will complete the required withdrawal process identified in Article 9 – Dakota County Regional Railroad Authority, Hennepin County Regional Railroad Authority, City of Minneapolis, and Denmark Township. (The University of Minnesota was identified as an eligible member in the 2004 JPA, but it did not complete the process to become a member.)

Also note that the resulting voting balance would be 4 collective votes for the 2 Financial Members, and 5 collective votes for the five Non-Financial Members.

If Option 1 is pursued, all 7 remaining members must approve the amendment to the JPA: Ramsey County Regional Railroad Authority, Washington County Regional Railroad Authority, City of Cottage Grove, City of Hastings, City of Newport, City of Saint Paul, and City of Saint Paul Park.

*Option 2. Withdrawal of Select Members*

Under this option, a member submits a resolution and notice of withdrawal pursuant to Article 9 of the JPA, and the withdrawal becomes effective 90 days later.

If a Financial Member withdraws, the funding allocation identified in Article 8(A) automatically rebalances pursuant to Article 9(E).

The resulting voting balance will depend on the number of members that withdraw.

If Option 2 is pursued, only members wishing to withdraw from the commission would need to act. Also, additional changes to the content of the document besides the members listed would not be allowed.

**Possible Red Rock Corridor Commission Funding Splits**

The funding splits for the annual operations of the Red Rock Corridor Commission will change assuming Dakota and Hennepin Counties will no longer be members of the Commission. The table below outlines possible funding splits based on different criteria as described below.

	Option 1			Option 2
	# of Miles	# of Stations (incl. Gold Line)	2040 Ridership	Default
Ramsey	42%	50%	56%	52%
Washington	58%	50%	44%	48%
<b>Total</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>	<b>100%</b>

- **Number of Miles:** based on the number of miles the transitway would operate in each county assuming service between Union Depot and Cottage Grove Park and Ride. There would be a total of 16.5 miles with 7 miles in Ramsey County and 9.5 miles in Washington County.
- **Number of Stations (incl. Gold Line):** based on the number of stations in each county including stops at three METRO Gold Line stations. Each county would have 5 stations.
- **2040 Ridership:** based on the expected number of people riding Red Rock BRT service to get on and off at each station including the three METRO Gold Line stops.

- **Default (without Dakota and Hennepin):** based on Hennepin and Dakota withdrawing as identified in Article 8(A), which automatically rebalances pursuant to Article 9(E).

As a reminder, these scenarios are included to inform the conversation to determine funding splits for Red Rock Corridor Commission operations, which are expected not to exceed \$30,000 for 2018. The funding splits do not determine financial contributions for the full build out of BRT service or other projects that may be considered to support improved transit service along the corridor (see Article 8(G)).

**Action**

Discussion

**DRAFT FOR DISCUSSION: OCTOBER 2017**

**AMENDED AND RESTATED  
JOINT POWERS AGREEMENT  
FOR THE RED ROCK CORRIDOR COMMISSION**

This Amended and Restated Joint Powers Agreement, hereinafter together with any supplements, amendments, or exhibits (AGREEMENT) is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 201, by and between the RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY (RAMSEY), WASHINGTON COUNTY REGIONAL RAILROAD AUTHORITY (WASHINGTON), the city of COTTAGE GROVE (COTTAGE GROVE), the city of HASTINGS (HASTINGS), the city of NEWPORT (NEWPORT), the city of ST. PAUL (ST. PAUL), and the city of ST. PAUL PARK (ST. PAUL PARK), under the authority of and pursuant to the provisions of Minn. Stat. Chapters 398A and 471.59.

**WITNESSETH:**

**WHEREAS, DAKOTA, HENNEPIN, RAMSEY, WASHINGTON, COTTAGE GROVE, HASTINGS, ST. PAUL PARK, NEWPORT, and DENMARK** entered into a Joint Powers Agreement establishing the Red Rock Corridor Commission (COMMISSION) pursuant to Minn. Stat. §§ 471.59 and 398A.04, subd. 9, said AGREEMENT dated march 1999, and

**WHEREAS, DAKOTA, HENNEPIN, RAMSEY, WASHINGTON, COTTAGE GROVE, HASTINGS, ST. PAUL PARK, NEWPORT, DENMARK, ST. PAUL, and MINNEAPOLIS** amended and restated the Joint Powers Agreement on July 27, 2004; and

**WHEREAS, RAMSEY, WASHINGTON, COTTAGE GROVE, HASTINGS, NEWPORT, ST. PAUL PAUL, and ST. PAUL** desire to amend and restate the Joint Powers Agreement to **[to be completed after scope of amendment is determined]**; and



Deleted: ¶

Deleted: 200

Deleted: DAKOTA COUNTY REGIONAL RAILROAD AUTHORITY (DAKOTA), HENNEPIN COUNTY REGIONAL RAIL AUTHORITY (HENNEPIN),

Deleted: the city of MINNEAPOLIS (MINNEAPOLIS),

Deleted: the city of NEWPORT (NEWPORT),

Deleted: DENMARK TOWNSHIP (DENMARK), and the UNIVERSITY OF MINNESOTA (UNIVERSITY)

Commented [LW1]: Note: only listed 7 members anticipated to remain in Commission and removed 4 entities anticipated to submit a notice of withdrawal from JPA – Dakota, Hennepin, Minneapolis and Denmark

Deleted: WHEREAS, DAKOTA, HENNEPIN, RAMSEY, WASHINGTON, COTTAGE GROVE, HASTINGS, ST. PAUL PARK, NEWPORT, and DENMARK desire to amend and restate the Joint Powers Agreement and include MINNEAPOLIS, ST. PAUL, and the UNIVERSITY

Deleted: as parties to this AGREEMENT; and

WHEREAS, the Red Rock Corridor is defined as the transitway corridor originating in Hastings in Dakota County, through Washington County, Ramsey County, and terminating in downtown St. Paul in Ramsey County with connections to other multi-modal transportation options; and

Deleted: Minneapolis

Deleted: Hennepin

WHEREAS, the Red Rock Corridor has significant transportation, safety, and land use issues; and

WHEREAS, there are opportunities for a variety of multi-modal transportation improvements in the Red Rock Corridor; and

Deleted: , including highway commuter and freight line, bus rapid transit, multi-use paths, recreational trails including bicycle trails, and Intelligent Transportation Systems (ITS);

WHEREAS, the parties wish to collaboratively plan for multi-modal transportation improvements to the Red Rock Corridor and for the related land use and development impacts, and

WHEREAS, the COMMISSION has completed a bus rapid transit feasibility study on the Red Rock Corridor and determined that planning for bus rapid transit in the Red Rock Corridor should continue; and

Deleted: commuter rail

Deleted: commuter rail

WHEREAS, pursuant to Minn. Stat. 398A, a regional railroad authority located in Anoka, Carver, Dakota, Hennepin, Ramsey, Scott or Washington counties may exercise powers to plan, establish, acquire, develop, purchase, enlarge, extend, improve, maintain, equip, regulate, and protect; and pay costs of construction and operation of a bus rapid transit systems located within its county on transitways included in and approved by the Metropolitan Council's 2040 Transportation Policy Plan; and

Deleted: WHEREAS, Minn. Stat. § 174.80

Deleted: et seq. grants authority and responsibility to the Minnesota Department of Transportation (MN-DOT) to design, develop, construct, and operate commuter rail in Minnesota and to enter into agreements with joint powers boards to carry out these responsibilities; and¶

WHEREAS, the Red Rock Corridor is included in and approved by the Metropolitan Council's 2040 Transportation Policy Plan as a corridor recommended for a future transitway; and

WHEREAS, the COMMISSION intends to work collaboratively with MN-DOT and the Metropolitan Council for the planning and development of bus rapid transit in the Red Rock Corridor; and

Deleted: commuter rail or other rail or rail beneficial related transit modes

WHEREAS, it is the desire of the parties hereto to amend and restate the March 1999, Joint Powers Agreement in this agreement.

NOW, THEREFORE, IN CONSIDERATION OF the mutual promises and covenants herein, the parties hereto agree as follows:

**ARTICLE 1. DEFINITIONS**

Unless context otherwise requires, the terms defined in this section shall have the meanings stated herein:

- 1. **Agreement** means this Amended and Restated Joint Powers Agreement.
- 2. **Commission** shall mean the Joint Powers body established herein.
- 3. **Effective Date** shall be the date the last original signatory approves this AGREEMENT.
- 4. **Financial Member** means individually the Ramsey County Regional Railroad Authority, or Washington County Regional Railroad Authority.

↓  
5. **Non-Financial Member** means individually the city of Cottage Grove, the city of Hastings, the city of Newport, the city of St. Paul, and the city of St. Paul Park.

**Deleted:** Dakota County Regional Railroad Authority, Hennepin County Regional Railroad Authority,

**Deleted:** ,

**Deleted:** . 5. **Original Signatory**

**Deleted:** shall mean, individually, Dakota, Hennepin, Ramsey, Washington, Cottage Grove, Hastings, Newport, St. Paul Park, and Denmark.¶

**ARTICLE 2. PURPOSE**

The parties have entered into this agreement for the purpose of jointly exercising the powers granted to Regional Railroad Authorities organized under the provisions of Minn. Stat. Ch. 398A, including but not limited to the acquisition and management of federal, state, and local funding in conjunction with the Minnesota Department of Transportation and the Metropolitan Council, and may perform any responsibilities delegated by the Commissioner of Transportation subject to the conditions that sufficient funds are received.

**ARTICLE 3. TERM**

This AGREEMENT shall be effective (EFFECTIVE DATE) when adopted by all parties to the AGREEMENT. The EFFECTIVE DATE of this AGREEMENT shall be the date on which the last party approves the AGREEMENT by action of its governing board or council. This AGREEMENT shall remain in full force and effect until terminated by the parties pursuant to Article 9 of the AGREEMENT.

**Deleted:** ORIGINAL SIGNATORIES

**Deleted:** ORIGINAL SIGNATORY

**ARTICLE 4. JOINT POWERS BOARD**

There is hereby created a Joint Powers Board as a public entity, to be known as the Red Rock Corridor Commission. The COMMISSION shall be an entity separate from its member bodies and shall not be deemed an agent or partner of the member bodies, and the member bodies shall not be liable for the actions of the COMMISSION. The COMMISSION shall have full authority to exercise all powers stated herein.

**Deleted:** ¶  
The UNIVERSITY, MINNEAPOLIS, and ST. PAUL will become parties to this AGREEMENT on the later of the date approved by their governing body or the EFFECTIVE DATE herein stated. Provided, however, that if the UNIVERISTY, MINNEAPOLIS, or ST. PAUL, individually, fails to approve the AGREEMENT within one (1) year of the EFFECTIVE DATE, they will not become parties to this AGREEMENT except by amendment to this AGREEMENT.¶  
¶

**ARTICLE 5. MEMBERSHIP**

- A. Each Financial Member shall appoint one (1) member and one (1) alternate to the COMMISSION. Each Non-Financial Member shall appoint one (1) member and one (1) alternate to the COMMISSION.

**Deleted:** All other parties to this AGREEMENT

Commission members and alternates must be members of the party, which appoints them. If a Commission member ceases to be a member of such party, his or her membership on the Commission shall cease on the date of cessation of such membership, and the appointing party shall appoint a new member or alternate.

Additional parties may become members of the COMMISSION by amendment to this AGREEMENT pursuant to Article 10 hereof.

Members of the COMMISSION appointed by a Financial Member will have two (2) votes. Non-Financial Members of the COMMISSION will have one (1) vote.

**Deleted:** All other  
**Deleted:** m

- B. COMMISSION membership terms shall commence on January 15 of a calendar year and end on January 14 of the next succeeding year, or until a successor is appointed.

**Commented [HT6]:** The commission would consider adding language here to outline ex officio membership including outlining how to accept ex officio members.

**ARTICLE 6. POWERS OF COMMISSION**

The COMMISSION has such authority as is necessary and proper to make all decisions to carry out its purpose as described in Article 2. Such powers shall be subject to the provisions of Minn. Stat. § 471.59 and will include, but not be limited to, any or all of the following powers to the extent provided by law or not otherwise limited by this AGREEMENT.

- A. Adopt an annual budget, together with a statement of the sources of funding and an estimate of the amounts required of each Financial Member.
- B. Enter into transactions, including contracts or leases, required in furtherance of this AGREEMENT and statutory mandate, and enforce such transactions to the extent available in equity or at law. The contracting and purchasing requirements of one party designated by the COMMISSION shall apply hereto. The COMMISSION may approve any contract relating to this AGREEMENT up to the amount approved in the annual budget, and may authorize the Chair of the COMMISSION to execute those contracts.



- C. Adopt by-laws and any amendments consistent with this AGREEMENT required for the exercise of the powers and purposes stated in this AGREEMENT. The by-laws may provide for the appointment of ex officio, non-voting members to the COMMISSION by the COMMISSION. The by-laws shall be effective only if approved by unanimous vote of all Financial Members of the COMMISSION.
- D. Apply for and accept gifts, grants, loans of money, other property, or assistance on behalf of the contracting parties from the United States government, the State of Minnesota, or any person, association, or agency for any of its purposes, including any grant which may be available, enter into any agreement in connection therewith, and hold, use and dispose of such money, other property, and assistance in accordance with the terms of the gifts, grants, or loans relating thereto.
- E. Acquire and hold such real and personal property as may be required to accomplish the purposes of this AGREEMENT and, upon termination of this AGREEMENT, make distribution of such property as is provided for in this AGREEMENT.
- F. Employ agents and employees, and to fix the compensation and all other terms and conditions of employment thereof.
- G. Incur debts, liabilities, or obligations which do not constitute a debt of any of the parties. The Joint Powers Board does not have authority to incur debts, liabilities, or obligations which constitute a debt of any of the parties.
- H. Sue and be sued in its own name.

All powers granted herein shall be exercised by the COMMISSION in accordance with the legal requirements applicable to the regional railroad authorities.

**ARTICLE 7. OFFICERS, EMPLOYEES, AND SERVICES**

- A. The COMMISSION shall elect a Chair and Vice-Chair from its membership at its first regular meeting each year. The Chair and Vice-Chair shall be elected by the COMMISSION from its membership for a term of one (1) year. The Chair shall preside at all meetings of the COMMISSION, may establish such subcommittees as may be needed from time to time and shall perform other duties and functions as may be determined by the COMMISSION. The Vice-Chair shall preside over and act for the COMMISSION during the absence of the Chair. If both the Chair and Vice-Chair are absent, the COMMISSION may elect a temporary Chair to conduct its business, provided a quorum is present.

Notwithstanding any provision to the contrary, following the EFFECTIVE DATE of this AGREEMENT, the term of the prior COMMISSION's officers shall automatically expire and a special election shall be held to elect interim officers. The term of the interim officers commence upon election by the COMMISSION and continue until the first regular meeting of the following year, at which time elections will be held to elect permanent officers pursuant to this section who will serve a term according to this section.

- B. **Executive Committee.** The COMMISSION shall establish an Executive Committee of the COMMISSION consisting of one (1) representative of each Financial Member. The Executive Committee shall develop and make recommendations to the COMMISSION regarding the ongoing responsibilities of the COMMISSION, and shall have such other duties as set forth in the COMMISSION's by-laws.
- C. **Staff.** Each party may provide staff support to the COMMISSION, subject to the approval of the COMMISSION.
- D. **Vacancies.** If an appointment of any COMMISSION member or alternate is vacated before the end of his or her term, the vacancy shall be filled by appointment by the appropriate appointing governing body. Vacancies shall be filled within thirty (30) days of their occurrence. A vacancy shall be deemed to have occurred when any of the conditions specified in Minn. Stat. § 351.02 exist.
- E. **Meetings.** The COMMISSION shall meet at regular intervals at such times and places as the COMMISSION shall establish in its by-laws. Special meetings may be held on reasonable notice by the Chair or any two members upon terms and conditions as the COMMISSION may determine and that conform to the Minnesota Open Meeting Law, Minn. Stat. § 13D.
- F. **Committees.** The COMMISSION may establish standing committees of the COMMISSION by providing for such committees by resolution. The Chair may establish ad hoc committees of the COMMISSION.

**ARTICLE 8. FUNDING**

- A. **Financial Partners' Contribution.** Within sixty (60) days of the EFFECTIVE DATE, the COMMISSION shall review the budget for the calendar year in which the EFFECTIVE DATE occurs and determine the balance of unencumbered funds. The COMMISSION shall credit all unencumbered funds (BALANCE CREDIT) to the Dakota County Regional Railroad Authority, Ramsey County Regional Railroad Authority, and Washington County Regional Railroad Authority in proportion to their respective contributions. The COMMISSION shall thereafter modify or affirm the budget for the remainder of the calendar year, and shall assess the Financial Members their proportionate share of the budget as follows:

%	Ramsey County Regional Railroad Authority
%	Washington County Regional Railroad Authority

The assessment for Dakota, Ramsey, and Washington County Regional Railroad Authorities shall be deducted from their respective BALANCE CREDITS.

**Deleted:** 10.0% . Dakota County Regional Railroad Authority¶  
 . 17.5% . Hennepin County Regional Railroad Authority

**Deleted:** 37.5

**Commented [LW7]:** Percentage shares of remaining Financial Members to be determined

**Deleted:** 35.0

- B. **Annual Budget.** For the calendar year next following the calendar year in which the EFFECTIVE DATE occurs and all subsequent years, the COMMISSION shall establish and approve a budget. Each Financial Member shall be assessed for its proportionate share of the budget according to the schedule above. The Dakota, Ramsey, and Washington County Regional Railroad Authorities' assessment shall be first deducted from any remaining BALANCE CREDIT, with any remainder due as in Section D hereof.
- C. **Financial Members' Budget Approval.** Adoption of the budget shall require unanimous approval of the Financial Members.
- D. **Contribution Date.** Except for any initial contribution required by this AGREEMENT, assessments made under the provisions of this article shall be paid by each Financial Member by January 3 of each year. The initial contribution shall be made within sixty (60) days of the adoption of the budget pursuant to Article 8(A) hereof.
- E. **Budgeting, Accounting, Fiscal Agent, and Other Services.** The COMMISSION may contract with any party to provide contract management, legal review, and budgeting and accounting services necessary or convenient for the COMMISSION and otherwise act as the COMMISSION's fiscal agent. Such services shall include, but not be limited to, management of all funds, including contributions and grant monies, payment for contracted services, and relevant bookkeeping and record keeping. The contracting and purchasing requirements of the member so selected shall apply to transactions of the COMMISSION. Such member shall identify the staff person to work as liaison with the COMMISSION.
- F. **Accountability for Funds.** All funds shall be accounted for according to generally acceptable accounting principles. A report on all receipts and disbursements shall be forwarded to the COMMISSION on an annual basis. The parties have the authority to request reports pertaining to any and all budgeting and accounting services. All interest earned from established COMMISSION funds shall be credited back to that same fund.
- G. **Cost Sharing Agreement.** The Financial Members may enter into, but are not bound to enter into, cost sharing agreements with each other for the purpose of providing additional local funding to carry out the purposes of the commission;

**Deleted:** , including, but not limited to, the following

**ARTICLE 9. WITHDRAWAL AND TERMINATION**

- A. **Withdrawal.** Any party may withdraw from this AGREEMENT upon 90-days prior written notice evidenced by resolution of the party's governing body to the COMMISSION. In the event of withdrawal by any party, this AGREEMENT shall remain in full force and effect as to all remaining parties.
- B. **Effect of Withdrawal, Disposition of Property, Funds, and Obligations.** A party withdrawing from this AGREEMENT shall, prior to such withdrawal, pay the full amount of any unpaid assessments to the COMMISSION as defined in Article 8. A party withdrawing from this AGREEMENT shall not receive a distribution of property or funds until such time

**Deleted:** 1) It is contemplated that the Financial Members will enter into a cost sharing agreement for the purposes of funding a local 20% share for a Red Rock Corridor alternatives analysis-scoping study to be matched by a federal 80% share from the federal Twin Cities Transitways Grant. By entering into this joint powers agreement, the Federal Members agree to enter into the cost sharing agreement.

**Deleted:** ¶  
 ¶ 21) It is contemplated that some or all of the Financial Members will also enter into a cost sharing agreement for the purposes of funding a local share for draft environmental impact statement to be matched by a federal funding share of draft environment impact statement at a future date.

as this AGREEMENT is terminated by all parties pursuant to this Article 9. Such disposition of property shall be in accordance with the provisions of Section D of this Article 9.

Any member withdrawing shall be liable for any assessment in the year in which the withdrawal becomes final only for the period in such year that the party remains a party. The party's assessment shall not exceed the sum of one-twelfth (1/12<sup>th</sup>) the full assessment multiplied by the number of months or fractions thereof in the year during which the party remains a party.

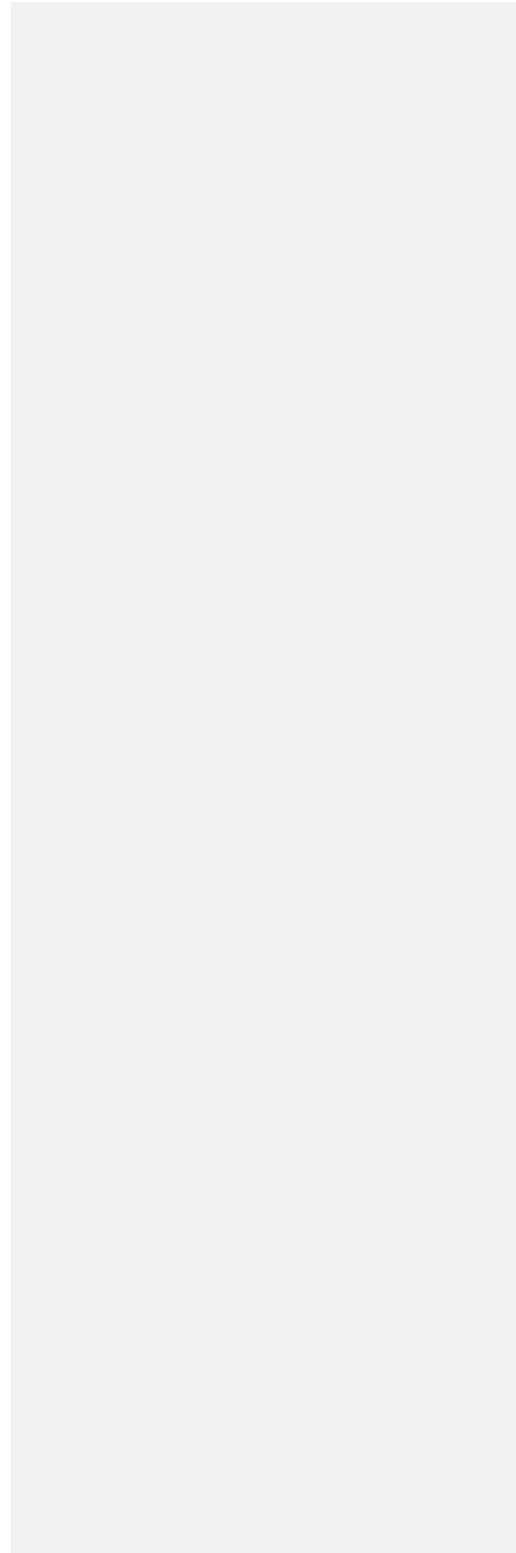
- C. **Termination.** This AGREEMENT shall terminate upon the occurrence of any one of the following events:
- (a) When necessitated by operation of law or as a result of a decision by a court of competent jurisdiction; or
  - (b) When a majority of the parties agrees to terminate this AGREEMENT.
- D. **Disposition of Property and Funds.** At such time as this AGREEMENT is terminated, any property interest remaining in the COMMISSION, following discharge of all obligations owed by the COMMISSION, shall be disposed of and the proceeds of the property shall be returned to the parties in proportion to their contribution.
- E. **Effect of Withdrawal of Financial Member on Budget.** In the event a Financial Member withdraws, the unpaid assessment allocable to such member in the year of withdrawal and subsequent years shall be reallocated to the remaining Financial Members in proportion that the assessment allocations under Article 8(A) hereof bear to each other.

#### **ARTICLE 10. MISCELLANEOUS**

- A. **Amendments.** This AGREEMENT may be amended by unanimous agreement of the parties as evidenced by resolutions adopted by the respective governing bodies.
- B. **Records, Accounts, and Reports.** The COMMISSION shall establish and maintain such funds and accounts as may be required by good accounting practices. The books and records of the COMMISSION shall be subject to the provisions of Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, and Minn. Stat. § 16C.05, subd. 5. The COMMISSION, within one hundred twenty (120) days after the close of each fiscal year, which shall be January 1 to December 31, shall give a complete written report of all financial activities for such fiscal year to the parties.
- C. **Counterparts.** This AGREEMENT may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

- D. **Severability**. The provisions of this AGREEMENT are severable. If any paragraph, section, subdivision, sentence, clause, or phrase of the AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of this AGREEMENT.
- E. **Entire Agreement**. This AGREEMENT constitutes the entire agreement between the parties and supersedes all prior written or oral agreements relating to the COMMISSION.
- F. **Alternative Dispute Resolution**. In the event of a dispute arising under this AGREEMENT, the parties and the COMMISSION agree to attempt to resolve their dispute by following the process described below:
- (1) A party shall provide written notice to the COMMISSION describing perceived conflict, positions, and underlying reasons.
  - (2) The COMMISSION or member shall provide written response to notice within seven (7) days of receipt of notice.
  - (3) The parties shall meet within 14 days of receipt of response with a neutral facilitator. The neutral facilitator will be a representative from the Minnesota Office of Dispute Resolution. Costs of such facilitator shall be shared equally by all parties to the dispute.
  - (4) At the first meeting, the neutral facilitator will assist the parties in identifying the appropriate parties and participants in the dispute resolution process, their concerns, a meeting agenda and design for any subsequent meetings. The parties shall agree on a process for resolving the problem that would involve additional negotiations, mediation, or arbitration.
  - (5) In developing the process, the parties will be guided by the following principles:
    - (i) the parties will attempt in good faith to reach a negotiated settlement;
    - (ii) the parties agree that there must be fair representation of the parties directly involved in the dispute;
    - (iii) the parties will use legal proceedings as a last resort; and
    - (iv) in the event the parties are unable to resolve the dispute, each party retains all rights, remedies, or defenses it had prior to entering the process.
  - (6) The parties will report to the COMMISSION within 60-days of their first meeting on the resolution of the dispute or a recommendation to commence legal proceedings.

**IN WITNESS WHEREOF**, the parties to this AGREEMENT have hereunto set their hands on the date written below.





**DATE:** October 10, 2017  
**TO:** Red Rock Corridor Commission  
**FROM:** Staff  
**RE:** Small Area Plans Cottage Grove Open House

The Cities of Cottage Grove and St. Paul Park have been working with Washington County throughout 2017 to develop small area plans for the proposed Red Rock station areas each city. The first steps of this process was to analyze the existing and forecasted population, age, and household trends. A market analysis of each small area was conducted that examined housing and development conditions and trends.

Open houses were held in July in Cottage Grove and St. Paul Park. In July, we heard about mobility challenges, what features should stay, and ways to improve the small area. For the upcoming open house in Cottage Grove, we want to know what people think about the long-term development scenarios that were produced based on their ideas. Fall refreshments will be provided. The feedback will inform the small area planning process going forward.

Cottage Grove Small Area Plans Open House  
October 23, 5:00 to 7:00 pm  
Washington County Service Center  
13000 Ravine Parkway, Cottage Grove, MN

**Action**  
Information