

## APPENDIX G PROGRAMMATIC AGREEMENT

<b>Date</b>	<b>To</b>	<b>From</b>	<b>Reference</b>
November 21, 2008	N/A	FTA, Metropolitan Council, and SHPO	Draft Programmatic Agreement
January 6, 2009	Marisol Simon, FTA	Charlene Dwin Vaughn, ACHP	Comments on Draft Programmatic Agreement
June 2009			Final Programmatic Agreement

**NOW THEREFORE**, the Parties agree that, upon execution of this AGREEMENT, FTA shall ensure that the following stipulations are implemented in order to take into account the effect of the undertaking on historic properties and to satisfy the FTA's Section 106 responsibility for all aspects of the PROJECT.

:

## STIPULATIONS

The FTA will ensure that the following measures are carried out:

### **I. PROJECT DESIGN DEVELOPMENT**

A. The PROJECT design will effectively meet the project purpose and need, while avoiding, minimizing, and/or mitigating adverse impacts to the environment, including adverse effects to historic properties. Avoidance of adverse effects is preferable.

B. The PROJECT areas listed below have been identified as those where historic properties need to be considered as part of the design process. In these areas, all elements of the PROJECT design, including but not limited to, stations, platforms, shelters, ramps, walkways, tracks, poles, catenaries, public art, and associated streetscape improvements, will take into account the suggested approaches to new construction in historic areas in the Secretary of the Interior's Standards for the Treatment of Historic Properties (SOI STANDARDS).

1. Union Depot Station area (from ?? to Jackson Street). Historic properties in this area include the Lowertown Historic District and the Union Depot. In addition to general design compatibility of project elements in this area, consultation will address potential impacts on the Union Depot's approach, landscape, and principal interior spaces of the headhouse; any easements to facilitate circulation from the Union Depot Station to the Depot itself will include provisions to protect the historic character of the areas covered.

2. 4th Street Station area (block bounded by 4<sup>th</sup> Street, Cedar Street, 5<sup>th</sup> Street and Minnesota Street). Historic properties in this area include the St. Paul Athletic Club and the Urban Renewal Historic District.

3. 10th Street Station area (from 7<sup>th</sup> Street to 12<sup>th</sup> Street). Historic properties in this area include St. Louis King of France Catholic Church, Central Presbyterian Church, St. Agatha's Conservatory (Exchange Building), and Cedar Avenue lawn panels that contribute to the State Capitol Historic District. In addition to general design compatibility of project elements in this area, consultation will address potential impacts on access to St. Louis King of France Church and to Central Presbyterian Church (also see Section xx for vibration issues).

4. Rice Street Station/State Capitol area (from 14<sup>th</sup> Street to Marion Street). Historic properties in this area include the State Capitol Historic District (including the State Capitol, Power Plant, and Leif Erickson Park), the Ford Motor Company Building, and the Norwegian Evangelical Lutheran Church (Christ Lutheran Church).

5. Snelling Avenue Station area (from Asbury Street to Snelling Avenue). Historic properties include the Quality Park Investment Company (Midway Books).
6. Fairview Avenue Station area (from Fairview Avenue to Lynnhurst Avenue). Historic properties in this area include the Krank Building; Porky's Drive-In Restaurant; and the Griggs, Cooper, and Company Sanitary Food Manufacturing Plant.
7. Raymond Avenue Station area (from Pillsbury Street to Highway 280). Historic properties in this area include the University-Raymond Avenue Historic District. (A late addition to project scope may require adding Baker School to the APE.)
8. The project area between the Westgate Station and the 29<sup>th</sup> Street Station. Historic properties include the Prospect Park Historic District and The Prospect Park Water Tower/Tower Hill Park.
9. East Bank Station/University/West Bank Station area (from Oak Street to I35W). Historic properties in this area include the University of Minnesota Mall Historic District, the University of Minnesota Old Campus Historic District, East River Parkway, the Washington Avenue Bridge (including buildings/structures built/designed as part of the bridge approaches on both banks), and Fire Station G/Engine House No. 5 (Mixed Blood Theatre). In addition to general design compatibility of project elements in this area, consultation will address potential traffic impacts on the two historic districts and on East River Parkway.
10. The St. Paul Maintenance Facility (location?). Historic properties include the Lowertown Historic District and the St. Paul Union Depot.
11. Traction Power Substations. The following traction power substations are proximate to historic properties: CC12/13, CC11, CC08, CC05, CC02, CC01.
12. Signal Bungalows. The following signal bungalows are proximate to historic properties: UNI, AVO, RMI, WAX, WBI.
13. Poles and Catenaries proximate to historic properties (see Attachment A to this agreement) throughout the project.
14. Associated streetscaping proximate to historic properties (see Attachment A to this agreement) throughout the project.

C. MC will develop the PROJECT design for these areas in close consultation with MnSHPO and with consulting parties (Preservation Alliance of Minnesota, St. Paul Heritage Preservation Commission, Historic St. Paul, the Prospect Park and East River Road Improvement Association, St. Louis King of France Church, and Central Presbyterian Church) and other interested parties. Consultation will occur throughout the design process to allow PROJECT designers to effectively integrate historic values into the project design; it will *not* be limited to a review of and comment on completed designs.

D. Final designs for all PROJECT elements in historic areas will be submitted to MnSHPO for review and written concurrence.

E. If there are any portions of the PROJECT areas where it is not feasible to reach a design that meets the SOI STANDARDS, the project will be considered to have an adverse effect, and mitigation measures will be developed and implemented in accordance with Stipulation VIII of this AGREEMENT.

## **II. DESIGN OF FUTURE STATIONS AT HAMLINE, VICTORIA AND WESTERN**

A. The PROJECT will include all below-grade infrastructure to facilitate future construction of LRT stations at Hamline Avenue, Victoria Street, and Western Avenue in the City of St. Paul, but no station design or construction for these locations will be completed as part of this PROJECT.

B. At such time that funding becomes available to design and construct stations at Hamline Avenue, Victoria Street, and/or Western Avenue, MC will consult with MnSHPO and other consulting/interested parties regarding plans for station design and construction. Consultation will occur throughout the design process to allow PROJECT designers to effectively integrate historic values into the PROJECT design

C. Final designs for any or all of these stations will be submitted to MnSHPO for review and written concurrence.

D. If any of these designs fail to meet the suggested approaches to new construction in historic areas in the SOI STANDARDS, the project will be considered to have an adverse effect, and mitigation measures will be developed and implemented in accordance with Stipulation VIII of this AGREEMENT.

## **III. ARCHAEOLOGY**

APPROPRIATE STRATEGY FOR SURVEY/MONITORING OF SELECTED LOCATIONS ALONG UNIVERSITY AVENUE, FOCUSING ON THE REMENANTS OF THE ORIGINAL STREETCAR SYSTEM AND OTHER EARLY INFRASTRUCTURE ELEMENTS, TO BE COMPLETED.

## **IV. VIBRATION ASSESSMENT AND MITIGATION**

Construction, operations

TO BE COMPLETED IN LATE NOVEMBER BASED ON FINDINGS OF FINAL VIBRATION EFFECTS REPORT

## **V. DEMOLITION OF 360 CEDAR STREET**

A. The Midwest Federal Building (aka First Federal Savings and Loan) at 360 Cedar Street, a contributing element of the St. Paul Urban Renewal Historic District, will be demolished as part of the project. MC will record this building the standards of the Minnesota Historic Property Record. The documentation will be completed in consultation with MnSHPO, and will be submitted to MnSHPO for review and approval before any demolition of the property begins.

B. MC will develop design guidelines for future development of the site of 360 Cedar Street and adjacent parcels. These guidelines will establish parameters for new construction, consistent with the SOI Standards, with reference to the St. Paul Athletic Club and the St. Urban Renewal Historic District. The guidelines will be developed in coordination with the City of St. Paul's Station Area Plan.

## **VI. NATIONAL REGISTER NOMINATION FORMS**

A. MC will prepare National Register nomination forms, in conformance with the guidelines of the National Park Service and MnSHPO, for the following historic properties located along the project corridor: First National Bank Building; St. Paul Athletic Club; St. Louis King of France Church and Rectory; Norwegian Evangelical Lutheran Church; Ford Motor Company Building; Minnesota Milk Company Building; Owens Motor Company Building; Fire Station No. 18; Brioschi-Minuti Company Building; Rath's, Mills, Bell and Company Building; St. Paul Casket Company Factory; Quality Park Investment Company Building; Griggs, Cooper & Company Sanitary Food Manufacturing Plant; Porky's Drive-In Restaurant; Great Lakes Coal and Dock Company Building; Fire Station No. 25; KSTP Production Studios and Transmission Tower; University of Minnesota Mall Historic District; Pioneer Hall; Mines Experiment Station Building; Washington Avenue Bridge; Fire Station G; and Minnesota Linseed Oil & Paint Company Building.

B. The nomination forms will be completed in consultation with MnSHPO, and will be submitted to MnSHPO for review and concurrence.

C. Actual nomination of these properties to the National Register of Historic Places will be at the discretion of MnSHPO and will follow the established procedures of the National Park Service (36CFR60) and MnSHPO. Listing of these historic properties in the National Register would enable the owners and developers of these properties to access certain financial incentives for preservation, including the federal preservation tax incentives, and would encourage historic rehabilitation of the properties as part of the development of station areas and the project as a whole.

## **VII. PUBLIC EDUCATION**

A. MC will develop an educational Field Guide of the historic properties (including historic districts) along the Central Corridor line. The Field Guide will highlight the listed and eligible National Register properties identified in Attachment A of this agreement, as well as those which are located along the portion

of the Central Corridor line which parallels the Hiawatha Line in downtown Minneapolis. The Field Guide will be developed in consultation with MnSHPO and other interested parties, and the final draft will be submitted to MnSHPO for review and concurrence. MC will make the Guide available to the public in both print and electronic formats.

B. In consultation with MnSHPO and other interested parties, MC will develop and implement an educational effort to encourage the rehabilitation of historic properties located along the Central Corridor line. This effort will include an information packet with information about proper rehabilitation practices and financial resources. It will also include individual consultations with owners of historic properties as well as public workshops. At the conclusion of the consultations and workshops, MC will submit a report on the effort to MnSHPO and other cooperating organizations.

## **VIII. RESOLUTION OF ADVERSE EFFECTS IDENTIFIED DURING CONSULTATION**

A. In any cases where the final design of PROJECT components does not meet the SOI STANDARDS, or if other adverse effects are identified during continuing consultation pursuant to this AGREEMENT, MC will develop mitigation measures in consultation with MnSHPO. Mitigation measures will be determined based on the type and level of impact.

B. Agreement on mitigation measures may occur through letter agreement among FTA, MC and MnSHPO. Such letter agreements will clearly specify the party responsibility for completing the mitigation, and a timetable.

C. MC agrees to take into account the views and concerns of consulting parties and other interested parties in the resolution of adverse effects. These parties may also be invited to concur in letter agreements.

## **IX. PROTECTION MEASURES**

A. Before PROJECT construction begins, MC shall prepare a comprehensive summary of all identified measures needed to protect historic properties. A copy of this summary will be submitted to MnSHPO for review and concurrence. Copies will also be provided to the consulting parties of this AGREEMENT.

B. Before PROJECT construction begins, MC shall meet with the construction contractor to ensure that construction plans are consistent with the Project design as approved by MnSHPO, and with all identified protection measures.

C. During construction, MC will monitor PROJECT construction and shall provide a record of those monitoring activities in the Annual Report prepared pursuant to Stipulation xx.

## **X. PROJECT MODIFICATIONS**

Should changes be proposed to the PROJECT after consultation has been completed, MC shall submit revised project drawings to the MnSHPO. Consultation on such changes shall occur in accordance with the steps identified in the DESIGN CONSULTATION section of this AGREEMENT.

## **XI. DISCOVERY**

A. If previously unidentified archaeological sites are encountered during the PROJECT, all ground-disturbing activities will cease in the area where any site is discovered as well as in the immediately adjacent area. The contractor will immediately notify MC and the MnDOT/CRU of the discovery. The MnDOT/CRU will record, document and evaluate the National Register eligibility of sites in accordance with 36 CFR 800. If eligible sites are identified, the MnDOT/CRU, in consultation with the MnSHPO and the FTA, will design a plan for avoiding or mitigating any adverse effects prior to resuming ground-disturbing work in the area of discovery.

B. If any previously unidentified human remains are encountered during the PROJECT, all ground-disturbing activities will cease in the area where such remains are discovered as well as in the immediately adjacent area. The contractor will immediately notify the MnDOT/CRU of the discovery of human remains. The FTA (with the assistance of the MnDOT/CRU) will work with the Office of the State Archaeologist (OSA) to perform any necessary tribal consultation in order to meet FTA's responsibilities under Section 106. The MnDOT/CRU will develop a reburial plan in consultation with the FTA, the OSA, the MnSHPO, and, if appropriate, the Minnesota Indian Affairs Council (MIAC), prior to ground-disturbing work being allowed to proceed in the area of discovery. The FTA will ensure that the terms of any reburial plan are fully implemented.

## **XII. ANNUAL REPORT ON AGREEMENT IMPLEMENTATION**

A. On xxxxx of every year beginning xxxx, MC shall submit a summary annual report to the signatories of the AGREEMENT detailing the measures carried out pursuant to its terms. MC shall submit an annual report every year until xxxxxx.

B. The annual report will describe all actions taken by FTA and MC during the preceding year to implement the terms of this AGREEMENT, identify any problems or unexpected issues encountered during the year, any disputes and objections submitted or resolved, any changes recommended in implementation of the agreement, and any scheduling changes. The annual report shall also include a timetable of activities proposed for implementation within the following year.

C. The signatories shall review the annual report and provide any comments to FTA within thirty (30) days of receipt of the report.

D. MC shall notify other interested parties and the public about the publication of the annual report and make that report available for their inspection and review. MC shall share any comments received from interested parties and the public with the signatories.

E. At its own discretion or at the request of any signatory to this AGREEMENT, MC shall convene a meeting to facilitate review and comment on the annual report, and to resolve any questions about its content and/or to resolve adverse comments.

### **XIII. STANDARDS**

A. All work carried out pursuant to this AGREEMENT will meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation.

B. All work carried out pursuant to this AGREEMENT will be done by historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards. The Mn/DOT CRU, assisting in AGREEMENT implementation through the FTA, meets these standards. Consultants retained for services pursuant to the agreement will meet these standards as well.

### **XIV. DISPUTE RESOLUTION**

A. If at any time during the implementation of this AGREEMENT, MC, MnSHPO, or a signatory objects within 30 days to any action proposed, or any failure to act pursuant to this AGREEMENT, they may file written objections with the FTA. However, prior to filing such objections, parties to this AGREEMENT shall attempt to resolve the dispute with MC 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 with any of the parties involved.

B. If the FTA determines that the objection cannot be resolved, then the FTA shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (COUNCIL). According to the COUNCIL's regulations, 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)(i) with respect to the subject of the dispute.

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



**XV. AMENDMENTS**

Any party to this AGREEMENT may request that it be amended. Any amendments shall be in writing and signed by all signatory parties. This AGREEMENT is in accordance with the regulations in effect at the time of its execution. If the regulations change from the time of execution, MnDOT and MC may consult with all parties regarding an amendment of this AGREEMENT, but will first seek opinions from FTA and MnSHPO regarding the most appropriate way to implement its terms.

**XVI. TERMINATION OF AGREEMENT**

Any signatory to this AGREEMENT may terminate it by providing thirty (30) days 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, the FTA will comply with 36 CFR §§800.3 through 800.13 with regard to the undertaking covered by this AGREEMENT.

**XVII. DURATION OF AGREEMENT**

This AGREEMENT will terminate xxxxxx from the date of its execution or upon mutual agreement of the signatories. Prior to such time, FTA may consult with the other signatories to reconsider the terms of the AGREEMENT and revise, amend, or extend it in accordance with Stipulation xxx

Execution of this AGREEMENT and implementation of its terms evidences that the FTA has afforded the COUNCIL a reasonable opportunity to comment on the PROJECT and that the FTA has taken into account the effects of the PROJECT on historic properties.

**SIGNATORIES:**

FEDERAL TRANSIT ADMINISTRATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Marisol Simon, Region V Administrator

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

By: \_\_\_\_\_ Date: \_\_\_\_\_

**INVITED SIGNATORIES:**

METROPOLITAN COUNCIL

By: \_\_\_\_\_ Date: \_\_\_\_\_

**CONCURRING SIGNATORIES:**

PRESERVATION ALLIANCE OF MINNESOTA

By: \_\_\_\_\_ Date: \_\_\_\_\_

ST. PAUL HERITAGE PRESERVATION COMMISSION

By: \_\_\_\_\_ Date: \_\_\_\_\_

HISTORIC ST. PAUL

By: \_\_\_\_\_ Date: \_\_\_\_\_

PROSPECT PARK AND EAST RIVER ROAD IMPROVEMENT ASSOCIATION

By: \_\_\_\_\_ Date: \_\_\_\_\_

ST. LOUIS KING OF FRANCE CHURCH

By: \_\_\_\_\_ Date: \_\_\_\_\_

CENTRAL PRESBYTERIAN CHURCH

By: \_\_\_\_\_ Date: \_\_\_\_\_

MINNEAPOLIS HERITAGE PRESERVATION COMMISSION

By: \_\_\_\_\_ Date: \_\_\_\_\_

OTHERS????

11/21/08 draft

**PROGRAMMATIC AGREEMENT  
AMONG  
THE FEDERAL TRANSIT ADMINISTRATION,  
METROPOLITAN COUNCIL,  
AND THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE  
REGARDING THE CONSTRUCTION OF  
THE CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT  
BETWEEN MINNEAPOLIS AND ST. PAUL, MN**

**WHEREAS**, the Metropolitan Council (MC) has applied for financial assistance from the Federal Transit Administration (FTA) to construct the Central Corridor Light Rail Transit Project (PROJECT) located between Minneapolis and St. Paul, Minnesota as more fully described in the Draft Environmental Impact Statement (DEIS) of June 2006 and the Supplemental Draft Environmental Impact Statement (SDEIS) of June 2008; and

**WHEREAS**, the FTA has determined that the PROJECT is an undertaking that may have an adverse effect upon properties included, or eligible for inclusion in, the National Register of Historic Places, and has consulted with the Minnesota State Historic Preservation Officer (MnSHPO) pursuant to federal regulations at 36 CFR Part 800 implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f), as amended; and

**WHEREAS**, the FTA will be responsible for ensuring that all aspects of PROJECT implementation meet the terms of this agreement (AGREEMENT); and

**WHEREAS**, the Ramsey County Regional Rail Authority and the Hennepin County Regional Rail Authority will be providing local funding for the PROJECT; and

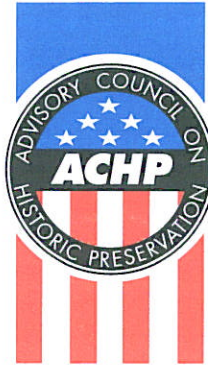
**WHEREAS**, the Minnesota Department of Transportation Cultural Resources Unit (MnDOT/CRU) has been designated by FTA to coordinate the Section 106 process; and

**WHEREAS**, the MC will administer the implementation of the PROJECT and will complete the stipulations of this agreement; and

**WHEREAS**, MnDOT/CRU has identified a number of historic properties in the PROJECT's area of potential effect which are listed in or eligible for the National Register of Historic Places (as listed in Attachment A to this AGREEMENT), and FTA and MnSHPO have concurred with these determinations; and

**WHEREAS**, the Preservation Alliance of Minnesota, the St. Paul Heritage Preservation Commission, Historic St. Paul, the Prospect Park and East River Road Improvement Association, St. Louis King of France Church, and Central Presbyterian Church have elected to participate as consulting parties in the consultation process for this PROJECT; and

**WHEREAS**, (trial consultation by FTA)



*Preserving America's Heritage*

January 6, 2008

Ms. Marisol R. Simon  
Regional Administrator  
Federal Transit Administration, Region V  
200 West Adams Street, Suite 320  
Chicago, IL 60606-5253

Re: *Central Corridor Light Rail Transit Project  
Minneapolis and St. Paul, Minnesota*

Dear Ms. Simon:

On December 18, 2008, the Advisory Council on Historic Preservation (ACHP) participated in a conference call with staff of the Federal Transit Administration (FTA), Metropolitan Council Central Corridor planning office, and Minnesota State Historic Preservation Office (SHPO) to discuss the coordination of review for a Programmatic Agreement (PA) for the referenced undertaking. During this call, the participants solicited comments on the preliminary draft PA to address technical and regulatory issues related to this undertaking. The ACHP believes that comments at this juncture will be helpful in allowing the FTA to move forward while still preserving the opportunity for other consulting parties to participate in the negotiation of the terms of this PA.

As we understand, the FTA will address the following recommendations in preparing the next draft of the PA:

- Stipulation I, Project Design Development, will be revised to provide greater specificity about the procedure for conducting ongoing reviews of project elements for which final design will occur after FTA's approval of the undertaking. Additional information on proposed timeframes for ongoing reviews, decision points, and review participants will be provided as well as the protocols to facilitate ongoing participation.
- Language for Stipulation III, Archaeology, will be added.
- Language will be added to Stipulation IV, Vibration Assessment and Mitigation, to outline a procedure for evaluating effects and developing treatment measures based on a forthcoming report. Specific treatment measures contemplated for particular historic properties will also be described in this stipulation. This stipulation will further be broadened to address any indirect effects from noise.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

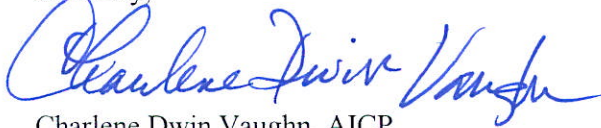
1100 Pennsylvania Avenue NW, Suite 803 • Washington, DC 20004  
Phone: 202-606-8503 • Fax: 202-606-8647 • [achp@achp.gov](mailto:achp@achp.gov) • [www.achp.gov](http://www.achp.gov)

- A procedure for development and approval of a scope of work for development and distribution of educational materials will be added to Stipulation VII, Public Education.
- Regarding Stipulation VIII, Resolution of Adverse Effects Identified During Consultation, the current language should be revised to eliminate discussion of letter agreements. It should also include details about the involvement of consulting parties in the development of mitigation plans to resolve any adverse effects identified in the course of project implementation. Finally, the stipulation should address timeframes for the submission of comments and the procedures for finalizing development of mitigation plans.
- Information from environmental documents about the construction protection plan will provide additional detail in Stipulation IX, which will address the full range of temporary effects that may be experienced during construction, including traffic disruption, use of staging areas, and atmospheric effects.
- A stipulation will be added to describe how the Metropolitan Council will provide information to the public about the activities stipulated in the PA as well as how any objections received from a member of the public will be resolved.
- FTA will consider convening an annual meeting of consulting parties to discuss implementation of the PA.
- FTA will provide additional information in the preamble about tribal consultation, public outreach and involvement, why the development of a PA is appropriate to this undertaking, and ACHP's participation in consultation.

We look forward to receiving a revised draft of the PA and providing more detailed comments when it is circulated for review.

If you have any questions, please contact Blythe Semmer at 202-606-8552 or via e-mail at [bsemmer@achp.gov](mailto:bsemmer@achp.gov).

Sincerely,



Charlene Dwin Vaughn, AICP  
Assistant Director  
Office of Federal Agency Programs  
Federal Permitting, Licensing, and Assistance Section

**PROGRAMMATIC AGREEMENT  
AMONG  
THE FEDERAL TRANSIT ADMINISTRATION,  
METROPOLITAN COUNCIL,  
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE  
AND  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE CONSTRUCTION OF  
THE CENTRAL CORRIDOR LIGHT RAIL TRANSIT PROJECT  
BETWEEN MINNEAPOLIS AND ST. PAUL, MINNESOTA**

**WHEREAS**, the Metropolitan Council (MC) is proposing to construct the Central Corridor Light Rail Transit Project (PROJECT) located between Minneapolis and St. Paul, Minnesota as more fully described in the Draft Environmental Impact Statement (DEIS) of June 2006 and the Supplemental Draft Environmental Impact Statement (SDEIS) of June 2008 and the proposed Final Environmental Impact Statement (FEIS); and

**WHEREAS**, MC is proposing to use funding assistance from the Federal Transit Administration (FTA) to implement the PROJECT, assistance that would render the PROJECT a Federal undertaking pursuant to Section 106 of the National Historic Preservation Act (Section 106), 16 U.S.C. Section 470(f), as amended; and

**WHEREAS**, FTA has consulted with the Minnesota State Historic Preservation Officer (MnSHPO) pursuant to federal regulations at 36 CFR Part 800 implementing Section 106; and

**WHEREAS**, the FTA and MC have also consulted with a wide variety of agencies, organizations, and other persons who have an interest in this project's effects on historic properties; and

**WHEREAS**, the Preservation Alliance of Minnesota, the St. Paul Heritage Preservation Commission, Historic St. Paul, the Prospect Park and East River Road Improvement Association, St. Louis King of France Church, and Central Presbyterian Church have elected to participate as consulting parties in the consultation process for this PROJECT and have been invited to concur with this AGREEMENT; and

**WHEREAS**; the full range of effects on historic properties will not be known prior to the approval of grant funds, and this AGREEMENT provides for ongoing consultation to assess effects and resolve adverse effects in fulfillment of the requirements of Section 106 in accordance with 36 CFR 800.14(b)(1)(ii).

**WHEREAS**, the FTA and Minnesota Department of Transportation, Cultural Resources Unit (Mn/DOT CRU), in consultation with MnSHPO, have determined the Area of Potential Effect (APE) for the project as all properties within the construction zones and the first tier (all properties fronting the alignment, including buildings, structures, and objects) of adjacent properties, with the addition of properties potentially affected by secondary redevelopment impacts around the proposed station sites, as shown in Attachment B, recognizing that the APE may need to be adjusted as additional project elements are identified pursuant to Stipulation XII of this AGREEMENT; and

**WHEREAS**, FTA and MnDOT/CRU, in consultation with MnSHPO have identified historic properties in the PROJECT's APE which are listed in or eligible for the National Register of Historic Places (as listed in Attachment A to this AGREEMENT), and MnSHPO has concurred with these determinations; and

**WHEREAS**; upon initiation of the Section 106 consultation process and in accordance with 36 CFR 800.2(c)(2)(ii), the FTA contacted potentially affected Indian tribes (*The Lower Sioux Indian Community, Prairie Island Indian Community, and the Shakopee Mdewakanton Sioux Community*) inviting their participation in consultation via formal letter, phone call, and e-mail; and

**WHEREAS**, this AGREEMENT was developed with appropriate public involvement (pursuant to 36 CFR 800.2(d) and 800.6(a)) coordinated with the scoping, public review and comment, and public hearings conducted by FTA and MC to comply with NEPA and its implementing regulations; and

**WHEREAS**, a Community Advisory Committee (CAC) was formed in January 2007 consisting of representative of neighborhood organizations, district planning councils, business representatives, advocacy groups, educational institutions, ethnic communities and religious organizations to keep these organizations informed about the PROJECT and to provide feedback on issues related to the planning, design, and construction of the PROJECT; and

**WHEREAS**; the FTA invited the Advisory Council on Historic Preservation (ACHP) to participate in the development of this AGREEMENT and the ACHP indicated it would participate in consultation by letter of June 17, 2008, to the Federal Transit Administrator; and

**WHEREAS**, the purpose of this Programmatic Agreement (AGREEMENT) is to assess effects on historic properties (where such determination cannot be made at this time) and to identify measures to avoid, minimize, or mitigate adverse effects, as agreed with consulting parties; and

**WHEREAS**, the FTA will be responsible for ensuring that all aspects of PROJECT implementation meet the terms of this AGREEMENT, in collaboration with the MnDOT/CRU, which assisted the FTA in the preparation of information, analysis and recommendations regarding Section 106 consultation; and

**WHEREAS**, the Ramsey County Regional Rail Authority and the Hennepin County Regional Rail Authority will be providing local funding for the PROJECT; and

**WHEREAS**, the MC will administer the implementation of the PROJECT and will complete the stipulations of the agreement; and

**NOW, THEREFORE**; the FTA, the MC, MnSHPO, and the ACHP agree that the PROJECT will be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.



## STIPULATIONS

The FTA will ensure that the following measures are carried out:

### **I. PROJECT DESIGN DEVELOPMENT**

A. The PROJECT design will effectively meet the project purpose and need, while avoiding, minimizing, and/or mitigating adverse impacts to the environment, including adverse effects to historic properties. Avoidance of adverse effects is preferable and will be considered to the extent feasible.

B. The PROJECT areas listed below have been identified as those where MC shall consult further regarding effects on historic properties as part of the design process. In these areas, all elements of the PROJECT design, including but not limited to, stations, platforms, shelters, ramps, walkways, tracks, poles, catenaries, public art, and associated streetscape improvements, will meet the Secretary of the Interior's Standard for Archaeology and Historic Preservation (SOI STANDARDS), taking into account the suggested approaches to new construction in historic areas in the *Secretary of the Interior's Standards for the Rehabilitation of Historic Properties* (SOI REHABILITATION STANDARDS).

1. Union Depot Station area (from the Central Corridor LRT Operations and Maintenance Facility to Jackson Street). Historic properties in this area include the Lowertown Historic District and the Union Depot. In addition to general design compatibility of project elements in this area, consultation will address potential impacts on the Union Depot's approach and relationship to associated streetscaping, landscape, and principal interior spaces of the headhouse; any easements to facilitate associated streetscaping and landscaping will include provisions to protect the historic character of the areas covered.

2. 4th Street Station area (block bounded by 4<sup>th</sup> Street, Cedar Street, 5<sup>th</sup> Street and Minnesota Street). Historic properties in this area include the St. Paul Athletic Club, the First National Bank Building, the Minnesota Building, and the St. Paul Urban Renewal Historic District.

3. 10th Street Station area (from 7<sup>th</sup> Street to 12<sup>th</sup> Street). Historic properties in this area include St. Louis King of France Catholic Church and rectory, Central Presbyterian Church, Shubert (Fitzgerald) Theatre, St. Agatha's Conservatory (Exchange Building), and Cedar Avenue lawn panels that contribute to the State Capitol Historic District. In addition to general design compatibility of project elements in this area, consultation will address potential impacts on access to St. Louis King of France Church and to Central Presbyterian Church (also see Section IV for vibration issues).

4. Rice Street Station/State Capitol area (from 14<sup>th</sup> Street to Marion Street). Historic properties in this area include the State Capitol Historic District (including the State Capitol, Power Plant, and Leif Erickson Park), the Ford Motor Company Building, and the Norwegian Evangelical Lutheran Church (Christ Lutheran Church) (also see Section IV for vibration and noise issues).

5. Snelling Avenue Station area (from Asbury Street to Snelling Avenue). Historic properties include the Quality Park Investment Company Building (Midway Books).

6. Fairview Avenue Station area (from Fairview Avenue to Lynnhurst Avenue). Historic properties in this area include the Krank Building; Porky's Drive-In Restaurant; and the Griggs, Cooper, and Company Sanitary Food Manufacturing Plant.

7. Raymond Avenue Station area (from Pillsbury Street to Highway 280). Historic properties in this area include the University-Raymond Avenue Historic District (also see Section IV for parking and traffic issues).

8. Prospect Park area (from Westgate Station to the 29<sup>th</sup> Avenue Station) Historic properties include KSTP Production Studios and Transmission Tower, the Prospect Park Residential Historic District and The Prospect Park Water Tower/Tower Hill Park (also see Section VI for parking and traffic issues).

9. East Bank Station area (from Oak Street to the Mississippi River). Historic properties in this area include the University of Minnesota Mall Historic District, the University of Minnesota Old Campus Historic District, East River Parkway, the Washington Avenue Bridge (including buildings/structures built/designed as part of the bridge approaches on both banks), the Mines Experiment Station Building, Grace Lutheran Church, and Pioneer Hall (see Section VI for parking and traffic issues).

10. West Bank Station area (from the Mississippi River to I-35W). Historic properties include the Washington Avenue Bridge (including buildings / structures built / designed as part of the bridge approaches on both banks) and Fire Station G/Engine House No. 5 (Mixed Blood Theatre).

11. Traction Power Substations. The following traction power substations are proximate to historic properties: TPSS 13/14, TPSS 12, TPSS 11, TPSS 08, TPSS 05, and TPSS 02.

12. Signal Bungalows. The following signal bungalows are proximate to historic properties: UNI, AVO, RMI, WAX, WBI, and SPY.

13. Poles and Catenaries proximate to historic properties (see Attachment A to this AGREEMENT) throughout the project.

14. Associated streetscaping proximate to historic properties (see Attachment A to this AGREEMENT) throughout the project.

C. MC will develop the PROJECT design for these areas in close consultation with MnSHPO and with other consulting parties (Preservation Alliance of Minnesota, St. Paul Heritage Preservation Commission, Historic St. Paul, the Prospect Park and East River Road Improvement Association, St. Louis King of France Church, and Central Presbyterian Church) and other local and state agencies. Consultation will occur throughout the design process so that historic values are integrated, incorporated and implemented into the project design. MC will submit plans to MnSHPO and other consulting parties for review and comment at minimum at the 30 and 60 percent completion stages. A set of 30-percent complete plans will be provided prior to the MC submitting application to FTA to enter into final design. A set of 60-percent complete plans will be provided by December 31, 2009. All design consultation commitments, as detailed in this stipulation, will be complete prior to receipt of a full funding grant agreement (FFGA) from the FTA (anticipated to occur in the third quarter of 2010). MnSHPO and other consulting parties will provide comments to MC within 30 days of receipt of the plans or MC may presume they have no comments. MC

shall use the Central Corridor project Web site to inform signatories and consulting parties of the project schedule, milestones, and review deadlines so that all parties are duly notified of the PROJECT design development and other reviews.

D. MC will take into consideration any timely comments received in developing final designs for all PROJECT elements in historic areas. MC will submit final designs to MnSHPO for review and written concurrence regarding effects on historic properties and notify consulting parties of the availability of the plans for review. All final designs will be submitted prior to receipt of a full funding grant agreement (FFGA) from the FTA (anticipated to occur in the third quarter of 2010). MnSHPO shall have 30 days to provide comments on final designs as submitted. Where MC is unable to integrate the MnSHPO's comments into final designs, MC shall provide a written explanation to MnSHPO and to FTA within 30-days of receipt of MnSHPO's written comments.

E. If there are any portions of the PROJECT areas where it is not feasible to reach a design that meets the SOI REHABILITATION STANDARDS, the project improvements at issue will be considered to have an adverse effect, and mitigation measures will be developed and implemented in accordance with Stipulation IV of this AGREEMENT.

F. If there are any portions of the PROJECT areas where it is not feasible to reach a design that meets the MnSHPO's written comments based on factors other than the SOI REHABILITATION STANDARDS, FTA, in consultation with MnSHPO, will make a determination on whether the project improvements at issue will have an adverse effect and, if so, mitigation measures will be developed and implemented in accordance with Stipulation IV of this AGREEMENT.

## **II. DESIGN OF FUTURE STATIONS AT HAMLINE, VICTORIA AND WESTERN**

A. The PROJECT will include all below-grade infrastructure to facilitate future construction of LRT stations at Hamline Avenue, Victoria Street, and Western Avenue in the City of St. Paul, but no detailed station design or construction for these locations will be completed as part of this PROJECT.

B. If funding becomes available to design and construct stations at Hamline Avenue, Victoria Street, and/or Western Avenue during the duration of this AGREEMENT, MC will consult with MnSHPO and other consulting parties according to the process set forth in Stipulation I.C. of this AGREEMENT. Consultation will occur throughout the design process to allow PROJECT designers to effectively integrate historic values into the PROJECT design.

C. MC shall submit final designs for any of these stations to MnSHPO for review and written concurrence regarding effects on historic properties. MnSHPO shall have 30 days to provide comments on final designs as submitted. Where MC is unable to integrate the MnSHPO's comments into final designs, MC shall provide a written explanation to MnSHPO and FTA within 30-days of receipt of MnSHPO's written comments.

D. If any of these designs fail to meet the suggested approaches to new construction in historic areas in the SOI STANDARDS, the project will be considered to have an adverse effect, and mitigation measures will be developed and implemented in accordance with Stipulation IV of this AGREEMENT.

E. If there are any portions of the PROJECT areas where it is not feasible to reach a design that meets the MnSHPO's written comments based on factors other than SOI STANDARDS, FTA, in consultation with MnSHPO, will make a determination on whether the project improvements at issue will have an adverse effect and, if so, mitigation measures will be developed and implemented in accordance with Stipulation IV of this AGREEMENT.

F. If federal funding for any or all of these stations shall be secured following the expiration of this AGREEMENT, MC shall request an amendment to the AGREEMENT in accordance with Stipulation XVII or conduct an individual Section 106 review that recognizes the relationship of the future stations to this original PROJECT.

### III. ARCHAEOLOGY

A. The MC will ensure that a qualified historical archaeologist (meeting the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61)) monitors excavation along 4<sup>th</sup> Street in downtown St. Paul to ascertain whether all or portions of early cable car infrastructure (the cable conduit) remain. If this feature does remain, the MC will ensure that it is documented through photographs, measured drawings, and descriptive text. Following documentation, the MC will work with the Minnesota Streetcar Museum to determine whether any cable car system components can be salvaged for potential interpretive use by the museum.

B. MC agrees that where curation is required, the cost of curation shall be borne by the PROJECT. If required, MC will work with MnSHPO to identify a repository for curation that shall meet federal repository standards established under 36 CFR Part 79.9. and as outlined on the MHS web site: <http://www.mnhs.org/collections/archaeology/curation.htm>.

C. Any archaeological work and documentation will be in accordance with the Secretary of the Interior's Guidelines for Archaeological Documentation and carried out under the direct supervision of an individual meeting the Secretary of the Interior's Professional Qualifications Standards for archaeology. (See Attachment C to this agreement for a copy of the *Archaeological Investigation Plan for the Central Corridor LRT Project*, February 2, 2009, which was developed in consultation with MnSHPO.)

D. Any cultural or archaeological materials discovered would be handled pursuant to measures established in Stipulation XIII of this AGREEMENT.

### IV. RESOLUTION OF ADVERSE EFFECTS

A. In any instance where the final design of PROJECT components does not meet the SOI REHABILITATION STANDARDS, or if, in consultation with MnSHPO, FTA and MC determine it is not practicable to avoid other adverse effects, MC will consult with MnSHPO and other consulting parties to develop a mitigation plan appropriate to the historic property and type and degree of effect.

B. MC shall notify consulting parties to this AGREEMENT when a mitigation plan will be prepared pursuant to this stipulation. The mitigation plan shall be developed within 60 calendar days of such notification. If more time is required to develop the mitigation plan, MC will notify consulting parties to this AGREEMENT regarding the reason for the delay and the anticipated timeframe for mitigation plan

distribution. MC will provide a copy of the draft mitigation plan to consulting parties for a 30-day comment period during which consulting parties may provide written comments to MC.

C. MC agrees to take into account any timely comments of consulting parties in the development of final mitigation plans. A mitigation plan will be final upon acceptance by FTA and MnSHPO. Consulting parties will receive copies of all final mitigation plans and may also be invited to concur in mitigation plans.

## V. NOISE AND VIBRATION ASSESSMENT AND MITIGATION

A. The MC will develop and implement a historic properties Vibration and Noise Management and Remediation Plan (VNMRP) to address issues related to vibrations and noise caused during LRT construction and operations. The VNMRP will be developed in consultation with parties to this AGREEMENT consistent with procedures stipulated in Subparagraph E of this stipulation.

1. Pre-construction survey. The VNMRP will develop a schedule and methodology for a pre-construction survey of all historic properties within fifty feet of the PROJECT track alignment (including contributing properties in historic districts). This survey will provide a baseline of existing structural conditions to facilitate later identification of any structural and/or cosmetic damage caused by PROJECT construction. A post-construction survey of all properties will identify any changes from pre-construction condition and assess possible cause of these changes.

The list of properties to be included in this survey follows:

Fire Station G, Engine House 5 (Mixed Blood Theatre)
University of Minnesota Campus Mall Historic District
Prospect Park Residential Historic District
University-Raymond Commercial Historic District
KSTP Production Studios & Transmission Tower
Fire Station No. 20
Great Lakes Coal and Dock Company Office Building
Krank Building (Iris Park Place)
Porky's Drive-In Restaurant
Griggs, Cooper & Company Sanitary Food Manufacturing Plant
Quality Park Investment Company Building
St. Paul Casket Company Factory
Brioschi-Minuiti Company Building
Raths, Mills & Bell Company Building
Fire Station No. 18
Owens Motor Company Building
Minnesota Milk Company Building

Ford Motor Company Building
Norwegian Evangelical Lutheran Church
State Capitol Mall Historic District
Minnesota State Capitol
Minnesota Historical Society Building
State Capitol Power Plant
Central Presbyterian Church
St. Louis, King of France Church and Rectory
St. Agatha's Conservatory of Music and Fine Arts
St. Paul Athletic Club
Minnesota Building
St. Paul Urban Renewal Historic District
Pioneer Press Building
First National Bank Building
Endicott Building
Lowertown Historic District
St. Paul Union Depot Including elevated railroad track deck (determined eligible)

2. Vibration from PROJECT construction. The VNM RP will outline a methodology for monitoring vibration during PROJECT construction at certain historic properties. It will specify thresholds for vibration during construction and will include details about the process, equipment (including crack-monitoring gauges), documentation standards, and frequency of monitoring. Thresholds will be set using guidance from FTA. If different thresholds are set, MC will submit to FTA documentation to support a different threshold for FTA's review and approval.

The following historic properties will be monitored during PROJECT construction: Lowertown Historic District (contributing properties within 50 feet of light rail track); St. Paul Athletic Club; Central Presbyterian Church; St. Agatha's Conservatory of Music and Fine Arts; Church of St. Louis, King of France and Rectory; Minnesota State Capitol; Norwegian Evangelical Lutheran Church; and University of Minnesota Campus Mall Historic District.

3. Groundborne Noise from PROJECT operations. The VNM RP will document special PROJECT design features (including aspects of the track bed) incorporated to mitigate groundborne noise near certain historic properties. It will also include a methodology for monitoring the effectiveness of those measures after the PROJECT has been put into operation.

The following historic properties are adjacent to these PROJECT design features: Central Presbyterian Church; Church of St Louis, King of France and Rectory; and KSTP Production Studios.

4. Airborne Noise from PROJECT operations. The VNM RP will document the specific measures that will be included as part of the LRT standard operating procedures to reduce and/or mitigate

airborne noise near historic properties. Measures to ensure adherence to these procedures will be included. These procedures will be developed for operations in the vicinity of Central Presbyterian Church, St. Louis, King of France Church, and any other historic properties identified in the VNMRP.

5. The VNMRP will include provisions for timely reporting of the results of the pre-construction survey and construction monitoring efforts to MnSHPO and owners of historic properties. It will also include a process to notify MC of any observed vibration or noise effects on the above-referenced properties and, if problems are identified, identify specific provisions to address those problems (including, but not limited to, cessation of construction activity, repair of damage, and other appropriate measures).

C. All owners of historic properties will be consulted regarding the provisions of the VNMRP. This consultation will provide information on the purpose of, and process for completing, the pre-construction survey and other work under the plan, and the process for substantiating damages and for seeking remediation for substantiated damage claims should damage result from construction or operations of the PROJECT. Any agreements with owners of historic properties that contain provisions related to vibration or noise issues will be consistent with the provisions of the VNMRP. Copies of such agreements will be made a part of the VNMRP and/or forwarded to MnSHPO.

D. The team preparing the VNMRP will include a historian or architectural historian meeting the Secretary of the Interior's Professional Qualifications Standards.

E. The VNMRP will be developed by the MC in consultation with MnSHPO and the draft plan will be submitted to MnSHPO and other consulting parties for a 30-day review and comment period. The MC shall consider all comments received in a timely fashion prior to issuing a final report. FTA will approve the final VNMRP. The final plan will be submitted to MnSHPO for concurrence regarding effects on historic properties by December 31, 2009.

## **VI. PARKING AND TRAFFIC**

A. The closure of Washington Avenue to automobile traffic on the East Bank of the University of Minnesota will cause changes to traffic patterns within and adjacent to the following historic properties: University of Minnesota Old Campus Historic District, the University of Minnesota Campus Mall Historic District, the Grand Rounds Parkway System (East River Parkway), Pioneer Hall, Grace Lutheran Church, and the Prospect Park Residential Historic District.

1. Changes to the street system (including new lanes, signals, widening, signage, and other modifications) that will be installed as part of PROJECT construction will be reviewed under the provisions of Stipulation I of this AGREEMENT.

2. Previous studies completed by the MC indicate that traffic modifications to be installed during PROJECT construction are projected to adequately accommodate forecasted traffic volumes. To assess actual traffic volumes and to address any potential effects to the above historic properties from any needed additional modifications, MC will conduct a traffic monitoring study.

a. The study will measure actual traffic volumes at selected locations within and adjacent to the above-referenced historic properties, at specified time intervals between the

closing of Washington Avenue during PROJECT construction until one year after the beginning of revenue-service operations of the PROJECT.

- b. The study will assess effects (as defined in 36CFR 800.5) of traffic volumes on the above-referenced historic properties, including effects from the traffic itself as well as potential effects from any additional traffic control measures needed to address increased volumes. The study will recommend ways to avoid or reduce adverse effects, including design of any needed new control measures to SOI REHABILITATION STANDARDS and/or consideration of alternative control measures. When avoidance of adverse effects is not feasible, MC will develop and implement mitigation measures. The roles of various parties (including the MC) will be clearly delineated.
- c. The MC will develop a scope of work for the traffic monitoring study outlined in A and B above in consultation with the MnSHPO, the University of Minnesota, other consulting parties, and other local and state agencies. The scope of work will include identifying tasks, deliverables, and a schedule for implementation. Special consideration will be given to ensuring that tasks, especially the scheduling of traffic counts, will minimize disruptions to University of Minnesota campus activities and reflect traffic patterns at a time when classes are in session. The scope of work will be shared with MnSHPO, the University of Minnesota and other consulting parties for a 30-day review and comment period. The MC shall consider all comments received in a prior to completing a final scope of work.
- d. The team completing the study will include a Historian or Architectural Historian who meets the Secretary of the Interior's Professional Qualifications Standards. The final study will be submitted to MnSHPO for a 30-day review and request for concurrence regarding effects on historic properties.

B. The location of a PROJECT station near the Prospect Park Historic District has the potential to adversely affect the district through an increase in the number of vehicles parked in the district. To assess the actual increase in parking and address any resulting potential adverse effects to the district, MC will complete a parking study.

1. The study will measure the number of vehicles parked in the historic district by non-resident drivers. The assessment will be done approximately one year after the beginning of revenue-service operations of the PROJECT.
2. The study will assess effects, including cumulative effects of any increased parking volumes on the historic district, including but not limited to effects on the livability of the neighborhood, which could lead to devaluation and neglect. Recommended measures will be developed to avoid or reduce adverse effects; when avoidance of adverse effects is not feasible, MC will develop and implement mitigation measures in consultation with MnSHPO and other consulting parties.
3. The study will be developed in consultation with MnSHPO, the Prospect Park East River Road Improvement Association, other consulting parties to this AGREEMENT and other agencies who may have a role in implementing the recommended measures. The team completing the study will include a Historian or Architectural Historian who meets the Secretary of the Interior's Professional Qualifications Standards. The final study will be submitted to MnSHPO for 30-day review and concurrence regarding effects on historic properties.



C. The removal of a substantial amount of on-street parking on University Avenue has the potential to adversely affect commercial historic properties in the University-Raymond Historic District and several individual commercial historic properties located along University Avenue.

1. In partnership with the City of St. Paul, MC has developed the report "Mitigating the Loss of Parking in the Central Corridor" (April 2009) (Report). The Report identifies strategies and responses for implementation by the City of St. Paul to address parking loss on University Avenue.

2. The MC will support the City of St. Paul in implementing strategies identified to address parking issues in the University-Raymond Commercial Historic District, including identifying sources of potential funding, providing staff support for writing grant applications, and administering grants received, if appropriate. In addition, MC will support the City of St. Paul in implementing measures recommended in the Report, including providing MC staff support for public outreach and information efforts and conducting workshops on parking for critical areas (as identified in the Report) along University Avenue.

## **VII. RECORDATION OF 360 CEDAR STREET AND REDEVELOPMENT DESIGN GUIDELINES**

A. MC shall demolish the Midwest Federal Building (aka First Federal Savings and Loan) at 360 Cedar Street, a contributing element of the St. Paul Urban Renewal Historic District, as part of the PROJECT. Prior to demolition, MC will record this building to the standards of the Minnesota Historic Property Record. The documentation will be completed in consultation with MnSHPO, and will be submitted to MnSHPO for review and approval before demolition activities are initiated.

B. MC will develop design guidelines for future development of the site of the block bounded by Cedar, 4<sup>th</sup>, 5<sup>th</sup> and Minnesota streets. These guidelines will establish parameters for new construction, consistent with the SOI STANDARDS, with reference to the St. Paul Athletic Club, the First National Bank Building, the Minnesota Building, and the St. Paul Urban Renewal Historic District. MC will consult with the City of St. Paul, the Saint Paul Heritage Preservation Commission, and the MnSHPO to draft the guidelines. MC will submit the guidelines to MnSHPO for review and concurrence.

C. If design guidelines are completed prior to adoption of the 4<sup>th</sup> and Cedar Streets Station Area Master Plan being prepared by the City of St. Paul, the guidelines will be integrated into the Master Plan. If completed after the adoption of this Plan, the MC shall propose to the City of St. Paul that the Plan be amended to include the design guidelines. Development of this block will be guided by the Station Area Master Plan and approved by the City of St. Paul.

## **VIII. NATIONAL REGISTER NOMINATION FORMS**

A. MC will prepare National Register nomination forms, in conformance with the guidelines of the National Park Service and MnSHPO, for the following historic properties located along the project corridor: First National Bank Building; St. Paul Athletic Club; St. Louis King of France Church and Rectory; Norwegian Evangelical Lutheran Church; Ford Motor Company Building; Minnesota Milk Company Building; Owens Motor Company Building; Fire Station No. 18; Brioschi-Minuti Company Building; Raths, Mills, Bell and

Company Building; St. Paul Casket Company Factory; Quality Park Investment Company Building; Griggs, Cooper & Company Sanitary Food Manufacturing Plant; Porky's Drive-In Restaurant; Great Lakes Coal and Dock Company Building; Fire Station No. 20; KSTP Production Studios and Transmission Tower; University of Minnesota Mall Historic District; Pioneer Hall; Mines Experiment Station Building; Washington Avenue Bridge; Fire Station G; and Minnesota Linseed Oil & Paint Company Building.

B. The nomination forms will be completed in consultation with MnSHPO, and will be submitted to MnSHPO for review and concurrence regarding effects on historic properties. MC will complete all nomination forms before the Central Corridor LRT line begins revenue service operations.

C. Actual nomination of these properties to the National Register of Historic Places will be at the discretion of MnSHPO and will follow the established procedures of the National Park Service (36 CFR Part 60). Property owners will be given the opportunity to object to nominations in accordance with 36 CFR Part 60.6(g).

D. Listing of historic properties in the National Register would enable the owners and developers of these properties to access certain financial incentives for preservation, including the federal preservation tax incentives. MC will encourage historic rehabilitation of the properties as part of the development of station areas and the project as a whole through the educational effort in Stipulation IX.B.

## **IX. PUBLIC EDUCATION**

A. MC will develop an educational Field Guide of the historic properties (including historic districts) along the Central Corridor line. The Field Guide will highlight the historic properties identified in Attachment A of this AGREEMENT, as well as those located along the portion of the Central Corridor line which parallels the Hiawatha Line in downtown Minneapolis. The Field Guide will be developed in consultation with MnSHPO and other consulting parties, and the final draft will be submitted to MnSHPO for review and concurrence. MC will make the Field Guide available to the public in both print and electronic formats. The Field Guide will be completed and available before the Central Corridor LRT line begins revenue service operations.

B. In consultation with MnSHPO and other consulting parties, MC will develop and implement an educational effort to encourage the rehabilitation of historic properties located along the Central Corridor line. This effort will include an information packet with information about proper rehabilitation practices and financial resources as well as the benefits of pursuing National Register listing for eligible properties. It will also include individual consultations with owners of historic properties and/or public workshops, as appropriate. At the conclusion of the consultations and workshops, MC will submit a report on the effort to MnSHPO and other consulting parties.

C. The MC will develop a scope of work for the public education tasks in A and B above in consultation with the MnSHPO prior to the initiation of major project construction activities (defined as installation of LRT tracks, stations, catenary poles, traction power substation, signal bungalows and other major LRT system components). The scope of work will include an outline of the specific tasks to be carried out and products to be delivered as a part of the public education effort, a timeline for the completion of all tasks in relationship to the PROJECT development schedule, and a distribution plan.

D. All public education efforts, in this Stipulation will be complete before the Central Corridor LRT Line begins revenue service operations.

## **X. PUBLIC INFORMATION AND INVOLVEMENT**

A. The MC will make information available to the public about the activities stipulated in this AGREEMENT consistent with procedures in the Central Corridor LRT Communication and Public Involvement Strategic Plan and will include, at a minimum, posting of materials on the Central Corridor project Web site.

B. During implementation of the measures stipulated in this AGREEMENT, should a member of the public raise an objection pertaining to this AGREEMENT or the effect of any activity on historic properties, MC shall notify the parties to this AGREEMENT and take the objection into account, consult with the objector and, should the objector so request, consult with any of the parties to this AGREEMENT to resolve the objection.

## **XI. PROTECTION MEASURES**

A. Before major PROJECT construction begins (defined as installation of LRT tracks, stations, catenary poles, traction power substation, signal bungalows and other major LRT system components), MC shall develop a construction protection plan in consultation with FTA, MnSHPO, and other consulting parties as appropriate detailing all measures to protect historic properties from physical damage or indirect adverse effects during the construction of the PROJECT. Identified protection measures shall be clearly identified in construction documents. MC will include the construction protection plan within specific contract packages to inform contractors of their responsibilities relative to historic properties. Copies of the construction protection plan will also be provided to the consulting parties of this AGREEMENT. The construction protection plan will consist of the following:

1. Inspection and documentation of existing conditions at the historic properties adjacent to PROJECT construction activities
2. Establishment of protection measures and procedures
3. Any documentation and protection measures contained within the vibration monitoring plan developed pursuant to Stipulation V.

B. Before PROJECT construction begins, MC shall meet with the construction contractor to review the construction protection plan and ensure that construction plans are consistent with the PROJECT design as reviewed by MnSHPO.

D. MC will monitor PROJECT construction to ensure that the measures in the construction protection plan are implemented and shall provide a record of monitoring activities in the quarterly reports prepared pursuant to Stipulation XIV.

## **XII. PROJECT MODIFICATIONS**

A. FTA and MC shall not make substantial changes to the PROJECT, defined as activities that could result in adverse effects to historic properties, such as changing LRT track alignment, changing the location of

associated project infrastructure such as traction power substations and signal bungalows, and substantially changing components of design such as catenary pole type and station design components, without first affording the parties to this AGREEMENT the opportunity to review the proposed change and to determine whether amendments to the AGREEMENT are required, based on the proposed changes. Should changes be proposed to the PROJECT after consultation has been completed, MC shall submit revised project drawings to the MnSHPO. Prior to initiation of major project construction, this review process shall take place consistent with the design review procedures and processes as described in Stipulation I of this AGREEMENT. If occurring during major project construction, the review process shall take place consistent with the requirements of project construction and in such a manner to minimize construction delay. Consultation on such changes shall occur in accordance with the steps identified in Stipulation I of this AGREEMENT.

### **XIII. DISCOVERY**

A. A plan for the unexpected discovery of archaeological remains entitled *Archaeological Investigation Plan for the Central Corridor LRT Project*, February 2, 2009 was developed in consultation with MnSHPO and is included to this AGREEMENT as Attachment C.

1. If previously unidentified historic properties are discovered unexpectedly during construction of the PROJECT, all ground-disturbing activities will cease in the area where any historic property is discovered as well as in the immediately adjacent area. The contractor will immediately notify MC and the MnDOT/CRU of the discovery and implement interim measures to protect the discovery from looting and vandalism. The MnDOT/CRU will record, document, and provide an opinion on the National Register eligibility of the discovery to FTA within seventy-two (72) hours of receipt of notification and will notify MnSHPO, ACHP, and other consulting parties, including any Indian tribes that may attach religious and cultural significance to the property, of the discovery.

2. FTA will have ten (10) business days following notification provided in accordance with Stipulation XIII.A. to determine the National Register eligibility of the discovery after considering timely filed views (received within seven (7) business days of notification) of the MnSHPO, MnDOT/CRU, and other consulting parties. FTA may assume the newly discovered property to be eligible for the National Register for the purposes of Section 106 pursuant to 36 CFR 800.13(c).

3. For properties determined eligible, the MnDOT/CRU, in consultation with the MnSHPO, MC, and the FTA, will design a plan for resolving adverse effects taking into account the nature of identified properties and the feasibility of resolving the adverse effects. Consulting parties will have forty-eight (48) hours to provide their views on the proposed actions. FTA will ensure that the timely filed recommendations of consulting parties are taken into account prior to granting approval of the measures that MC will implement to resolve adverse effects. MC will carry out the approved measures prior to resuming ground-disturbing work in the area of discovery.

B. If any previously unidentified human remains are encountered during PROJECT construction, all ground-disturbing activities will cease in the area where such remains are discovered as well as in the immediately adjacent area. The contractor will immediately notify appropriate law enforcement agencies in order to determine whether the site discovered is a crime scene. The contractor will also notify MnDOT/CRU of the discovery of human remains. MnDOT/CRU will immediately notify FTA of the discovery. The FTA (with the assistance of the MnDOT/CRU) will consult with the Office of the State

Archaeologist (OSA) and Indian tribes to develop treatment measures for the remains. In the event that a determination is made that the remains are of Native American origin, treatment measures will accord with the ACHP's *Policy Statement on the Treatment of Burial Sites, Human Remains and Funerary Objects* (February 23, 2007). The MnDOT/CRU will develop a treatment plan in consultation with the FTA, the OSA, the MnSHPO, and, if appropriate, the Minnesota Indian Affairs Council (MIAC). Treatment measures will be consistent with the Minnesota Private Cemeteries Act (Minn. Stat. Sect. 307.08); the Native American Graves Protection and Repatriation Act of 1990, as amended; and the Archaeological Resource Protection Act of 1979, as amended. FTA will take into account the recommendations of consulting parties prior to granting approval of the plan. The FTA will ensure that MC has fully implemented the terms of any treatment plan prior to allowing ground-disturbing work to proceed in the area of discovery.

C. The MC will include in appropriate construction contracts provisions to ensure that the stipulations established above are carried out by the contractor.

#### **XIV. QUARTERLY REPORT ON AGREEMENT IMPLEMENTATION**

A. Beginning three months from the execution of this AGREEMENT, MC shall submit a quarterly report to the signatories of the AGREEMENT detailing the measures carried out pursuant to its terms. MC shall submit the quarterly reports until all the terms of the AGREEMENT have been satisfied.

B. The quarterly report will itemize all actions required to be taken by MC during the preceding months to implement the terms of this AGREEMENT, identify what actions MC has taken during the reporting period to implement those actions, identify any problems or unexpected issues encountered during that time, any disputes and objections submitted or resolved, any changes recommended in implementation of the AGREEMENT, and any scheduling changes. The quarterly reports shall also include a timetable of activities proposed for implementation within the following three months.

C. The signatories shall review the quarterly reports and provide any comments to FTA within thirty (30) days of receipt of the report.

D. MC shall notify consulting parties and the public about the publication of the quarterly reports and make those reports available for their inspection and review on the Central Corridor project Web site. MC shall share any comments received from consulting parties and the public with the signatories.

E. At its own discretion or at the request of any signatory to this AGREEMENT, MC shall convene a meeting to facilitate review and comment on the semi-annual reports, and to resolve any questions about its content and/or to resolve objections.

#### **XV. STANDARDS**

A. All work carried out pursuant to this AGREEMENT will meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation, taking into account the suggested approaches to new construction in historic areas in the SOI REHABILITATION STANDARDS. In instances where this is not feasible, mitigation measures will be developed pursuant to Stipulation IV of this AGREEMENT.

B. MC shall ensure that all work carried out pursuant to this AGREEMENT will be done by or under the direct supervision of historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61 Appendix A). The MnDOT/CRU, assisting in AGREEMENT implementation through the FTA, meets these standards. FTA and MC shall ensure that consultants retained for services pursuant to the AGREEMENT shall meet these standards.

## **XVI. DISPUTE RESOLUTION**

A. Should any signatory to this AGREEMENT, including any invited signatory, object at any time to any actions proposed or the manner in which the terms of this AGREEMENT are implemented, FTA shall consult with such party to resolve the objection. FTA consultation shall take place within 10 days of receipt of said objection and shall be documented in the form of meeting notes and/or a written letter of response. If FTA determines, within 30 days of documenting consultation efforts with the objecting party that the objection cannot be resolved, FTA shall:

1. Forward all documentation relevant to the dispute, including the FTA's proposed resolution, to the ACHP. The ACHP shall provide FTA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FTA shall prepare a written response that takes into account any advice or comments from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. FTA will then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period after receipt of adequate documentation, FTA may render a final decision regarding the dispute and proceed accordingly. In reaching its decision, FTA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the AGREEMENT, and provide them and the ACHP with a copy of such written response.

3. FTA's responsibility to carry out all other actions subject to the terms of this AGREEMENT that are not the subject of the dispute remains unchanged.

## **XVII. AMENDMENTS**

Any signatory or invited signatory to this AGREEMENT may request that it be amended, whereupon the signatories and consulting parties shall consult to consider such amendment. Any amendments shall be in writing and signed by all signatories to be effective.

## **XVIII. TERMINATION OF AGREEMENT**

Any signatory to this AGREEMENT may terminate it by providing thirty (30) days notice to the other parties. The parties must consult with each other during the notice period in an attempt to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FTA will comply with 36 CFR §§800.3 through 800.13 with regard to the undertaking covered by this AGREEMENT.

**XIX. DURATION OF AGREEMENT**

This AGREEMENT will terminate December 31, 2015 or upon mutual agreement of the signatories. Prior to such time, FTA may consult with the other signatories to reconsider the terms of the AGREEMENT and revise, amend, or extend it in accordance with Stipulation XVII. Execution of this AGREEMENT and implementation of its terms is evidence that the FTA has afforded the ACHP a reasonable opportunity to comment on the PROJECT and that the FTA has taken into account the effects of the PROJECT on historic properties.

**SIGNATORIES:**

FEDERAL TRANSIT ADMINISTRATION

By: Marisol Simon Date: 6/16/09  
Marisol Simon, Region V Administrator

ADVISORY COUNCIL ON HISTORIC PRESERVATION


By: John M. Fowler Date: 6/18/09  
John M. Fowler, Executive Director

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

By: Nina Archabal Date: 6/17/09  
Nina Archabal, State Historic Preservation Officer

**INVITED SIGNATORIES:**

METROPOLITAN COUNCIL

By:   
Tom Weaver, Regional Administrator

Date: 6/16/09



**CONCURRING PARTIES:**

I concur with the Programmatic Agreement among the Federal Transit Administration, the Advisory Council on Historic Preservation, the Minnesota State Historic Preservation Office and the Metropolitan Council regarding the Central Corridor Light Rail Transit project.

PRESERVATION ALLIANCE OF MINNESOTA

By: Bonnie McDonald Date: June 16, 2009

Bonnie McDonald, Executive Director

I concur with the Programmatic Agreement among the Federal Transit Administration, Minnesota State Historic Preservation Office, the Advisory Council on Historic Preservation and the Metropolitan Council regarding the Central Corridor Light Rail Transit project.

PROSPECT PARK AND EAST RIVER ROAD IMPROVEMENT ASSOCIATION

By: Richard E Poppele Date: 6/16/09  
Richard Poppele, President

I concur with the Programmatic Agreement among the Federal Transit Administration, Minnesota State Historic Preservation Office, the Advisory Council on Historic Preservation and the Metropolitan Council regarding the Central Corridor Light Rail Transit project.

HISTORIC ST. PAUL

By: \_\_\_\_\_

Carol Carey, Executive Director

Date: \_\_\_\_\_

6/16/09

I concur with the Programmatic Agreement among the Federal Transit Administration, Minnesota State Historic Preservation Office, the Advisory Council on Historic Preservation and the Metropolitan Council regarding the Central Corridor Light Rail Transit project.

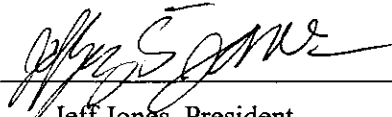
ST. LOUIS KING OF FRANCE CHURCH

By: Paul F. Morrissey  
Fr. Paul F. Morrissey, Pastor

Date: 6/16/09

I concur with the Programmatic Agreement among the Federal Transit Administration, Minnesota State Historic Preservation Office, the Advisory Council on Historic Preservation and the Metropolitan Council regarding the Central Corridor Light Rail Transit project.

CENTRAL PRESBYTERIAN CHURCH

By:   
\_\_\_\_\_  
Jeff Jones, President

Date: 6/17/2009

I concur with the Programmatic Agreement among the Federal Transit Administration, Minnesota State Historic Preservation Office, the Advisory Council on Historic Preservation and the Metropolitan Council regarding the Central Corridor Light Rail Transit project.

ST. PAUL HERITAGE PRESERVATION COMMISSION

By:  Date: 6/17/09  
John Manning, Chair