



Appendix H

Section 106 Supporting Materials

H.1 Memorandum of Agreement

1. Federal Transit Administration and Minnesota State Historic Preservation Office, *Section 106 Memorandum of Agreement between the Federal Transit Administration and the Minnesota State Historic Preservation Office*. Execution ready version, June 2016



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**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

WHEREAS, the Metropolitan Council (COUNCIL) is proposing to construct the Blue Line Extension Light Rail Transit Project (PROJECT), an approximately 13-mile long double-track light rail transit line (LRT) located in dedicated right-of-way, with eleven (11) new stations, five (5) park-and-ride facilities, and one Operations and Maintenance Facility (OMF), beginning at a connection with the METRO Green Line and METRO Blue Line LRT lines at the existing Target Field Station in Minneapolis, and extending along a northwesterly alignment to connect the cities of Minneapolis, Golden Valley, Robbinsdale, Crystal, and Brooklyn Park, Minnesota; and

WHEREAS, the United States Department of Transportation, Federal Transit Administration (FTA) may fund the PROJECT and has determined it is an undertaking subject to the requirements of Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), and its implementing regulations, 36 CFR § 800; and

WHEREAS, the United States Army Corps of Engineers (USACE) may issue permits to construct the PROJECT pursuant to 33 U.S.C. §§ 11 and 404 of the Clean Water Act (Section 404), 33 U.S.C. § 1251-1376, as amended, and has determined this is an undertaking subject to the requirements of Section 106 and 36 CFR § 800; and

WHEREAS, pursuant to 36 CFR § 800.2(a)(2) USACE has recognized FTA as the lead Federal agency for the PROJECT to fulfill their collective responsibilities under Section 106 and, therefore, does not need to be a signatory to this Memorandum of Agreement (AGREEMENT); and

WHEREAS, pursuant to 36 CFR § 800.1(a)(3) FTA has designated the professionally qualified staff of the Minnesota Department of Transportation (MnDOT) Cultural Resources Unit (CRU) to assist with some aspects of the Section 106 review process, including initiating the consultation process, defining the area of potential effect (APE), identifying historic properties, assessing effects, and coordinating consultation with concurring parties; and

WHEREAS, the COUNCIL is the local sponsor for the PROJECT and is responsible for obtaining the necessary approvals and permits to undertake the PROJECT; and

WHEREAS, FTA, MnDOT CRU, and the COUNCIL have consulted with the Minnesota Historic Preservation Office (MnHPO), interested and affected Indian Tribes, and other parties with a

demonstrated interest in the effects of the PROJECT on historic properties in accordance with Section 106 and 36 CFR § 800; and

WHEREAS, pursuant to 36 CFR § 800.16(d) FTA and MnDOT CRU, in consultation with MnHPO, have defined the APE for the PROJECT as shown in **Attachment A** to this AGREEMENT; and

WHEREAS, FTA, MnDOT CRU, and the COUNCIL, in consultation with MnHPO, have undertaken surveys of the PROJECT APE to identify historic properties that are listed in or eligible for listing in the National Register of Historic Places (NRHP), the results of which are shown in **Attachment B** to this AGREEMENT, and MnHPO has concurred with these determinations; and

WHEREAS, FTA has found, based on the PROJECT's approximately 15 percent design plans (15% Plans), and MnHPO has concurred, that the construction of the PROJECT will have no adverse effect on the following six (6) historic properties: Bridge No. L9327; Jones-Osterhus Barn; Minneapolis & Pacific Railway / Soo Line Railway Historic District; Minneapolis Warehouse Historic District; St. Paul, Minneapolis & Manitoba Railroad / Great Northern Railway Historic District; and Northwestern Knitting Company; and

WHEREAS, FTA has found, based on the PROJECT's 15% Plans, and MnHPO has concurred, that the construction of the PROJECT will have no adverse effect on the following five (5) historic properties, provided measures identified in the stipulations of this AGREEMENT are implemented: Hennepin County Library; Robbinsdale Branch; Labor Lyceum; Robbinsdale Waterworks; Sacred Heart Catholic Church; and Sumner Branch Library; and

WHEREAS, FTA has found, based on the PROJECT's 15% Plans, and MnHPO has concurred, that the construction of the PROJECT will have an adverse effect on the following six (6) historic properties: Floyd B. Olson Memorial Statue; Grand Rounds Historic District (GRHD): Theodore Wirth Segment; Homewood Historic District; Osseo Branch Line of the St. Paul, Minneapolis & Manitoba Railroad / Great Northern Railway Historic District; Wayman African Methodist Episcopal Church; and West Broadway Avenue Residential Historic District; and

WHEREAS, subsequent to FTA issuing its findings of effect and final determination of effect of the PROJECT on historic properties based on the PROJECT's 15% Plans, and MnHPO's concurrence, MnDOT revised the NRHP eligible boundaries of the Floyd B. Olson Memorial Statue based on new information found regarding its original location, and MnHPO and FTA have concurred with the revised boundary as shown in **Attachment C** to this AGREEMENT; and, as a result, FTA has found, based on the revised boundaries, that the PROJECT will no longer have a direct effect on the property, though indirect adverse effects remain; and

WHEREAS, FTA, upon initiation of the 54 U.S.C. § 306108 consultation for the PROJECT, and in accordance with 36 CFR § 800.2(c)(2)(ii), notified the Lower Sioux Indian Community, Upper Sioux Indian Community, Bois Forte Band (Nett Lake) of Minnesota Chippewa, Fond du Lac Band of Minnesota Chippewa, Grand Portage Band of Minnesota Chippewa, Leech Lake Band of Ojibwe, Mille Lacs Band of Ojibwe, Red Lake Tribal Council, White Earth Band of Minnesota Chippewa, Prairie Island

Indian Community, Shakopee Mdewakanton Sioux Community, Bad River Band of Lake Superior Chippewa, Lac Vieux Desert Band of Lake Superior Chippewa, Red Cliff Band of Lake Superior Chippewa, Lac Courte Oreilles Band of Lake Superior Chippewa, Lac du Flambeau Band of Lake Superior Chippewa, St. Croix Chippewa Indians of Wisconsin, Sokaogon (Mole Lake) Chippewa, Turtle Mountain Band of Chippewa, Sisseton-Wahpeton Oyate, Santee Sioux Nation, Flandreau Santee, Fort Peck Tribes, Spirit Lake Tribe, Three Affiliated Tribes, Keweenaw Bay Indian Community, Northern Cheyenne Tribe and the Standing Rock Sioux, all federally recognized tribes, and invited their participation in the consultation and none requested to participate; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), FTA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, the COUNCIL is responsible for designing and constructing the PROJECT, as well as carrying out many of the terms of this AGREEMENT, as required, to receive FTA funding and USACE permits, and, therefore, is an invited signatory to this AGREEMENT; and

WHEREAS, MnDOT has responsibilities as owner of the Floyd B. Olson Memorial and MnDOT CRU is responsible for assisting FTA in completing the Section 106 process, and will be providing technical assistance to the PROJECT to complete certain terms and conditions of this AGREEMENT, and, therefore, MnDOT is an invited signatory to this AGREEMENT; and

WHEREAS, the PROJECT will utilize Quiet Zones to minimize and mitigate auditory effects on the West Broadway Avenue Residential Historic District, which is located in Robbinsdale, Minnesota, and, per 49 CFR § 222.37, the City of Robbinsdale is the responsible public authority for requesting Quiet Zone status from the Federal Railroad Administration (FRA) for grade crossings within its city limits and, therefore, is an invited signatory to this AGREEMENT; and

WHEREAS, FTA, MnDOT CRU, and the COUNCIL have consulted with Hennepin County, the Cities of Brooklyn Park, Crystal, Golden Valley, and Minneapolis, the Minneapolis Heritage Preservation Commission, and the Minneapolis Park and Recreation Board (MPRB) regarding the effects of the PROJECT on historic properties in their respective jurisdictions, and has invited them to sign this AGREEMENT as concurring parties; and

WHEREAS, this AGREEMENT was developed with appropriate public involvement pursuant to 36 CFR § 800.2(d) and § 800.6(a), and coordinated with the scoping, public review and comment, and public hearings conducted by FTA and the COUNCIL to comply with the National Environmental Policy Act, as amended, and its implementing regulations; and

WHEREAS, FTA and MnDOT CRU, in consultation with MnHPO and other consulting parties, have assessed potential PROJECT effects on historic properties and have considered ways to avoid, minimize and/or mitigate adverse effects, have agreed upon measures for minimizing and mitigating the identified adverse effects, as outlined in this AGREEMENT, and this AGREEMENT provides for

additional consultation to assess effects and resolve adverse effects in accordance with 36 CFR § 800.14(b)(1)(ii); and

WHEREAS, the COUNCIL shall administer the implementation of the PROJECT and, with the assistance of MnDOT CRU, shall complete the stipulations of this AGREEMENT, and FTA shall be responsible for ensuring that the COUNCIL's implementation of the PROJECT meets the terms of this AGREEMENT.

NOW, THEREFORE, FTA and MnHPO agree that the PROJECT shall be implemented in accordance with the following stipulations in order to take into account the effects of the PROJECT on historic properties.

STIPULATIONS

FTA shall ensure that the COUNCIL, with the assistance of MnDOT CRU, carries out the terms of this AGREEMENT and shall require, as a condition of any approval of FTA funding or USACE permit for the PROJECT, adherence to the stipulations of this AGREEMENT.

I. IDENTIFICATION OF ADDITIONAL HISTORIC PROPERTIES

A. The identification of additional historic properties shall be completed in two ways: through a survey of properties constructed in 1965 or after; and through a survey because of contemplated potential changes in PROJECT scope. Inventories of the PROJECT's archaeological and architecture/history APEs (as depicted in **Attachment A**) have been completed to identify properties constructed in 1965 or earlier, and to evaluate their eligibility for inclusion in the NRHP. The date range selected included properties 50 years in age or older from the estimated start of construction date, which is the typical age range for a property to be considered for historic status without the application of additional criteria. However, because construction of the PROJECT did not start in 2015, additional survey is required of properties constructed after 1965 that will be 50 years of age at the revised time of PROJECT construction to determine their eligibility for inclusion in the NRHP. Therefore, prior to the completion of the 90% design plans (90% Plans); the COUNCIL shall complete the survey of such properties within the PROJECT's architecture/history APE. In addition, if there are changes to the PROJECT's archaeological and/or architecture/history APEs as a result of advancing design, or a change in PROJECT scope, additional inventory and evaluation shall be performed to identify historic properties and evaluate their eligibility for the NRHP as per the requirements of 36 CFR § 800.4(a), including appropriate level of public participation. The following process shall be used to identify and evaluate additional historic properties:

B. Survey and Evaluation

i. The COUNCIL, with the assistance of MnDOT CRU, shall contract with qualified professionals who meet the *Secretary of the Interior's (SOI's) Professional Qualifications*

Standards (36 CFR § 61) for their respective fields to identify additional historic properties and evaluate their eligibility for the NRHP.

- ii.** All survey work shall be conducted in accordance with applicable federal and state laws regarding historic property identification and evaluation, and the standards described in Stipulation XV of this AGREEMENT.
- iii.** FTA, with the assistance of MnDOT CRU, shall oversee the completion of all inventory and evaluation activities to identify additional historic properties and evaluate their eligibility for the NRHP as per the requirements of 36 CFR § 800.4(a), including determining an appropriate level of public participation. If additional potentially eligible properties are identified, MnDOT CRU shall evaluate the property's eligibility under 36 CFR § 800.4(c)(1) and (2) and make a recommendation to FTA.
 - a.** If FTA determines no additional historic properties are eligible for the NRHP, FTA shall issue a finding of No Historic Properties Affected and consult with MnHPO and others as per 36 CFR § 800.4(d)(1). If MnHPO concurs, FTA shall have no further obligations in regards to the property.
 - b.** If FTA identifies additional historic properties eligible for the NRHP, FTA shall issue a determination of eligibility and submit the determination to MnHPO for concurrence. MnHPO shall have thirty (30) calendar days to review and concur with all determinations of eligibility. If MnHPO does not concur, it shall provide comments to FTA on the grounds for its disagreement. FTA shall consult with MnHPO to resolve the disagreement in accordance with Stipulation XVIII of this AGREEMENT.

C. Assessment of Effects

FTA shall make a finding of effect for all additional historic properties determined eligible for the NRHP identified in accordance with Subparagraphs A and B of this Stipulation. FTA, with the assistance of MnDOT CRU, shall complete an assessment of effects for these properties as per 36 CFR § 800.4(d)(2) and 36 CFR § 800.5, and per Stipulation XIV of this AGREEMENT to determine if the PROJECT will have an adverse effect on the historic property.

- i.** MnDOT CRU shall assess effects of the PROJECT on each historic property and forward a recommendation to FTA. FTA shall make a finding of effect for each historic property and submit the finding to MnHPO and the concurring parties for review.
 - a.** If FTA makes a No Adverse Effect finding, MnHPO and the concurring parties shall have thirty (30) calendar days to provide comments on FTA's findings of effect. If MnHPO concurs, no further consultation is required, pending implementation of any conditions on which the finding is based, if any.

- b. If FTA makes an Adverse Effect finding, FTA shall consult with MnHPO and the concurring parties in accordance with Stipulation XIV of this AGREEMENT.

II. PROJECT DESIGN DEVELOPMENT

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 to historic properties is the preferred option, to the extent feasible. The review and findings of effects for the 15% Plans have been completed prior to the signing of this AGREEMENT and an Adverse Effect finding was made for the PROJECT (see WHEREAS clauses for findings of effects for individual historic properties).

A. PROJECT Design to the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68)

All PROJECT elements (including, but not limited to, the guideway, bridges, stations, platforms, shelters, ramps, walkways, overhead power system, traction power substations [TPSSs], signal bungalows, street and streetscape improvements, landscaping, and public art) within the PROJECT segments listed below, and as shown in **Attachment D** to this AGREEMENT, will be designed in accordance with the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68) when feasible. The geographic limits of this requirement are:

- Minneapolis-Golden Valley Segment: From a point beginning where the PROJECT alignment crosses Bryant Avenue North in Minneapolis, and extending west and northwesterly along the PROJECT alignment to a point 500 feet northwest along the PROJECT alignment from the northwestern corner of the GRHD: Valley View Park/Glenview Terrace Park.
- Robbinsdale Segment: From a point beginning at approximately 40½ Avenue North, or 350 feet southeast along the PROJECT alignment from the southern right-of-way limit of the 41st Avenue North/Noble Avenue North crossing, and extending northwesterly along the PROJECT alignment to include the entirety of the PROJECT's bridge over Trunk Highway (TH) 100 and its northern approach.

The purpose of this requirement is to: 1) avoid adverse effects to the Sumner Branch Library, Labor Lyceum, Sacred Heart Catholic Church, Robbinsdale Waterworks, and the Hennepin County Library, Robbinsdale Branch; and 2) minimize effects, including adverse effects, to the Floyd B. Olson Memorial Statue, GRHD: Theodore Wirth Segment, Homewood Historic District, and West Broadway Avenue Residential Historic District.

As design continues, if the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68) cannot be fully met, FTA, the COUNCIL, MnDOT CRU, and the concurring parties to this AGREEMENT will proceed in accordance with Stipulation XIV of this AGREEMENT.

B. Consultation on PROJECT Design

During PROJECT design development FTA, the COUNCIL, and MnDOT CRU shall continue to consult with MnHPO, concurring parties, and the public, as appropriate, on the design of PROJECT elements within the segments identified in Subparagraph A of this Stipulation to consider ways to minimize effects on historic properties and address design concerns. If, in accordance with Stipulation I of this AGREEMENT, any additional historic properties are identified, the consultation shall also include the consideration of design of PROJECT elements within, and in the vicinity of, the newly identified historic properties.

- i.** Consultation meetings shall be held with MnHPO and the concurring parties at the following points in PROJECT design development to gain input and consider design concerns.
 - a.** Prior to the completion of the 30% percent design plans (30% Plans), the COUNCIL shall consult to gain input to inform the design of the 30% Plans. As feasible, the COUNCIL shall incorporate comments received from MnHPO and the concurring parties through this consultation into the design of the final 30% Plans. FTA shall submit the final 30% Plans to MnHPO and to the concurring parties for review in accordance with Stipulation III.C of this AGREEMENT.
 - b.** After the completion of the 30% Plans, but prior to the completion of the 60% percent design plans (60% Plans), the COUNCIL shall consult to gain input to inform the design of the 60% Plans. As feasible, the COUNCIL shall incorporate comments received from MnHPO and the concurring parties through this consultation into the design of the final 60% Plans. FTA shall submit the final 60% Plans to MnHPO and to the concurring parties for review in accordance with Stipulation III.C of this AGREEMENT.
 - c.** After the completion of the 60% Plans, but prior to the completion of the 90% percent design plans (90% Plans), the COUNCIL shall consult to gain input to inform the design of the 90% Plans. As feasible, the COUNCIL shall incorporate comments received from MnHPO and the concurring parties through this consultation into the design of the final 90% Plans.
- ii.** FTA, with the assistance of MnDOT CRU, shall ensure that any commitments reached during the consultation process outlined in Stipulations II and III of this AGREEMENT are incorporated into the 100% design plans (100% Plans).

III. PRE-CONSTRUCTION DESIGN REVIEW PROCESS

MnDOT CRU shall review and compare the PROJECT's 30% Plans, 60% Plans, 90% Plans, and 100% Plans, as well as any modifications to the approved 100% Plans, prior to initiating PROJECT construction with the PROJECT's approved 15% Plans. The purpose of this review shall be to determine if there are any substantive changes to the PROJECT design; that the portions of the PROJECT identified in Stipulation II.A of this AGREEMENT meet the *SOI's Standards for the Treatment of Historic*

Properties (36 CFR § 68); and that any other design related requirements of this AGREEMENT have been satisfied.

- A. If MnDOT CRU determines that there are no substantive changes, defined as design variations that would necessitate a revision of the PROJECT's APE and/or result in an additional adverse effect; and that all design-related requirements of the AGREEMENT have been met, they shall inform FTA. If FTA agrees, it shall issue a notice to MnHPO that the reviews were completed, no substantive changes were identified and that all design requirements of this AGREEMENT have been met, and, therefore, no further Section 106 review is needed and that the findings made based on the PROJECT's 15% Plans remain valid.
- B. If MnDOT CRU identifies substantive changes, as defined in Subparagraph A of this Stipulation, or that the design requirements of this AGREEMENT have not been met, MnDOT CRU shall make a recommendation on the effects of the design changes on any historic properties, or effects resulting from the inability of the PROJECT to meet the design requirements stipulated in this AGREEMENT to FTA. If FTA agrees that there is a change of effect to a historic property, or that the design requirements stipulated in this AGREEMENT have not been met, FTA shall consult with MnHPO and the concurring parties on the changes to the PROJECT, or the inability of the PROJECT to meet the design requirements of this AGREEMENT, and, if necessary, will issue new findings of effect.
 - i. If FTA makes a No Adverse Effect finding, MnHPO and the concurring parties shall have thirty (30) calendar days to provide comments on FTA's findings of effect. The COUNCIL and FTA shall carefully consider any comments provided by MnHPO and concurring parties to this AGREEMENT and incorporate suggested modifications, as appropriate. If there are any comments from MnHPO or the concurring parties that are not feasible to incorporate into PROJECT plans, the COUNCIL shall provide an explanation to FTA. If FTA agrees, it shall issue a notice to MnHPO and the concurring parties.
 - ii. If FTA makes an Adverse Effect finding, FTA shall follow the measures outlined in Stipulation XIV of this AGREEMENT.
- C. FTA, with assistance from MnDOT CRU, shall submit the final 30% Plans and 60% Plans to MnHPO for concurrence and to the concurring parties to this AGREEMENT for review. MnHPO shall have thirty (30) days to concur with the 30% Plans and the 60% Plans and the concurring parties shall have thirty (30) calendar days to provide comments on each of these plan sets.

IV. CONSTRUCTION PROTECTION PLAN

Prior to initiating PROJECT construction (defined as demolition activities and earthwork, and construction of PROJECT infrastructure and related improvements), the COUNCIL, with the assistance of MnDOT CRU, shall develop a Construction Protection Plan (CPP) in consultation with FTA and MnHPO detailing the measures to be implemented during PROJECT construction to avoid and minimize adverse effects to historic properties. The COUNCIL shall include the CPP within specific contract

packages to inform contractors of their responsibilities relative to historic properties. This plan may be a separate document or combined with other PROJECT construction monitoring plans, as appropriate. The CPP shall include the following:

- A.** Construction Protection Measures (CPMs). The CPP shall detail the measures to be implemented during PROJECT construction to protect the following historic properties from physical damage or indirect adverse effects during the construction of the PROJECT: Sumner Branch Library; Floyd B. Olson Memorial Statue; GRHD: Theodore Wirth Segment; Homewood Residential Historic District; Robbinsdale Waterworks; Hennepin County Library, Robbinsdale Branch; and West Broadway Avenue Residential Historic District.
 - i.** The CPMs shall include:
 - a.** Inspection and documentation of existing conditions of each historic property (e.g., limits of the site, dimensions of the structure, photographs of the property, aerial photographs as required, assessment of geological conditions, identification of ancillary structures in the vicinity of the property), and
 - b.** Establishment of protection measures and procedures for each historic property to be implemented during PROJECT construction.

- B.** Vibration Management and Remediation Measures (VMRMs). The CPP shall address issues related to ground-borne vibrations caused by PROJECT construction on the following historic properties: Robbinsdale Waterworks; Hennepin County Library, Robbinsdale Branch; and West Broadway Avenue Residential Historic District.
 - i.** VMRMs shall include:
 - a.** Pre- and post-construction survey. The CPP shall include a schedule and methodology for a pre-construction survey of each historic property subject to VMRMs. This survey shall provide a baseline of existing structural and physical conditions to facilitate later identification of any structural and/or cosmetic damage caused by PROJECT construction. A post-construction survey of these properties shall identify any changes from pre-construction condition and assess possible cause of these changes, and
 - b.** Construction vibration thresholds and monitoring. The CPP shall include a methodology for monitoring vibration during PROJECT construction at the historic properties subject to VMRMs. It shall specify thresholds for vibration during construction for each historic property and shall include details about the monitoring process, monitoring equipment (e.g., crack-monitoring gauges), documentation standards, and frequency of monitoring. Thresholds shall be set using guidance from FTA's *Transit Noise and Vibration Impact Assessment Manual*. If the COUNCIL determines as a result of the pre-construction survey that a lower threshold is required for a historic property due to its structural

condition, the COUNCIL shall submit to FTA documentation to support a different threshold for FTA's review and approval.

- ii.** Reporting. The CPP shall include provisions for timely reporting of the results of the pre- and post-construction surveys and construction monitoring efforts to MnHPO and owners of historic properties subject to VMRMs.
 - iii.** All owners of historic properties subject to VMRMs shall be consulted regarding the VMRMs provisions of the CPP. As part of this consultation, the COUNCIL shall provide information to the owners of historic properties on the purpose of, and process for completing, the pre- and post-construction surveys, other work under the plan, and the process for substantiating damages and for seeking remediation for substantiated damage claims, should damage result from construction of the PROJECT. Any agreements with owners of historic properties that contain provisions related to vibration issues shall be consistent with the provisions of the VMRMs. Copies of such agreements shall be included as part of the VMRMs included in the CPP and provided to MnHPO.
 - iv.** The team preparing the VMRMs for the CPP shall include: a structural engineer with at least five (5) years of experience working with historic properties, an architect who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for historic architecture, and a historian and/or architectural historian who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for architectural history.
- C.** Unexpected discoveries. The CPP shall include a plan for the unexpected discovery of archaeological resources. The plan for unexpected discoveries shall be developed in accordance with Stipulation XIII of this AGREEMENT.
- D.** The draft CPP, including all measures identified in Subparagraphs A through C of this Stipulation, shall be submitted to FTA for review and approval. Once FTA's comments are incorporated, the draft CPP shall be submitted to MnHPO, the concurring parties, and owners of the historic properties identified under this Stipulation. MnHPO the concurring parties, and owners of the historic properties shall have thirty (30) calendar days to provide comments on the CPP. The COUNCIL shall consider all comments received and use them to prepare the final CPP. If there are any comments from MnHPO or the concurring parties that are not viable to incorporate into the CPP, the COUNCIL shall provide an explanation to FTA. If FTA agrees with the COUNCIL's assessment that suggestions cannot be incorporated, FTA shall notify MnHPO and the concurring parties. If agreement cannot be reached on whether their suggestions are viable to incorporate, FTA shall consult with the COUNCIL, MnHPO, and the concurring parties as per the terms of Stipulation XVIII of this AGREEMENT. The COUNCIL shall submit the final CPP to FTA for approval. Upon FTA approval, the final CPP shall be submitted to MnHPO for review. MnHPO shall have thirty (30) calendar days to review and concur with the final CPP. This review shall be completed prior to initiating PROJECT construction.

- E. Before PROJECT construction activities begin in the vicinity of the historic properties subject to this Stipulation, the COUNCIL and MnDOT CRU shall meet with the construction contractor(s) to review the CPP, and confirm that construction plans are consistent with the PROJECT design as reviewed by FTA and MnHPO.
- F. The COUNCIL and MnDOT CRU shall monitor PROJECT construction to ensure that all measures identified in the CPP are implemented and shall provide a record of monitoring activities in the quarterly reports prepared pursuant to Stipulation XVI of this AGREEMENT.

V. NOISE MITIGATION

- A. Quiet Zones. The COUNCIL shall incorporate Quiet Zone infrastructure into the PROJECT design for the following grade crossings to minimize and mitigate moderate and severe auditory impacts on the Sacred Heart Catholic Church; Hennepin County Library, Robbinsdale Branch; and West Broadway Avenue Residential Historic District. Quiet Zone infrastructure will be installed for the following grade crossings:
 - 39½ Avenue North/40th Avenue North
 - 41st Avenue North/Noble Avenue North
 - 42nd Avenue North
 - i. Quiet Zone infrastructure that is located within the PROJECT segments identified in Stipulation II.A of this AGREEMENT shall be designed in accordance with the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68).
 - ii. The City of Robbinsdale shall be responsible for requesting Quiet Zone status from the Federal Railroad Administration (FRA) for those PROJECT areas within the City of Robbinsdale. Quiet Zones are locations, at least 0.5 mile in length, where the sounding of horns has been eliminated because of safety improvements at at-grade crossings. The COUNCIL shall be responsible for coordinating diagnostic and other meetings, as required, with FRA, the City of Robbinsdale and PROJECT stakeholders and shall provide assistance, as requested, to the City of Robbinsdale in preparing the Quiet Zone application. If the FRA does not grant Quiet Zone status for those PROJECT areas within the City of Robbinsdale, FTA and the COUNCIL, with the assistance of MnDOT CRU, shall consult with MnHPO to develop alternative mitigation and means of resolving auditory effects on historic properties.
- B. Property Specific Noise Mitigation. With Quiet Zone implementation, three (3) properties within the Homewood Residential Historic District, Minneapolis, and two (2) properties within the West Broadway Avenue Residential Historic District, Robbinsdale, may still be adversely affected by moderate auditory impacts from PROJECT operation (Table 1).

Table 1. Historic Properties to Receive Interior Sound Testing

Inventory No.	Property Name	Address	City
HE-MPC-12101	Homewood Residential Historic District		
HE-MPC-10807	House	2916 Oak Park Ave.	Minneapolis
HE-MPC-10808	House	2924 Oak Park Ave.	Minneapolis
HE-MPC-7624	Henry Greenstein House	1015 Xerxes Ave. N.	Minneapolis
HE-RBC-158	West Broadway Avenue Residential Historic District		
HE-RBC-092	House	4345 West Broadway Ave.	Robbinsdale
HE-RBC-147	House	4351 West Broadway Ave.	Robbinsdale

- i. Interior Testing. The COUNCIL shall conduct on-site interior testing in the five (5) properties identified in Table 1 to determine whether they meet the interior noise level criteria (45 dBA Ldn). The interior testing shall be completed prior to the initiation of PROJECT construction and the results shall be provided to FTA and MnDOT CRU.

- ii. No Adverse Effect. If the interior testing required by Subparagraph B.i of this Stipulation determines that interior noise levels will not exceed the interior noise level criteria (45 dBA Ldn), FTA, with the assistance of MnDOT CRU, shall issue a finding of No Adverse Effect and notify MnHPO and the concurring parties to this AGREEMENT that the testing was completed, that a finding of No Adverse Effect has been made, and, therefore, no further Section 106 review is needed. MnHPO and the concurring parties shall have thirty (30) calendar days to provide comments on FTA’s findings of effect.

- iii. Adverse Effect. If the interior testing required by Subparagraph B.i of this Stipulation determines an exceedance of interior noise level criteria (45 dBA Ldn), FTA shall issue a notice to MnHPO, the owners of the properties, and the concurring parties to this AGREEMENT that the testing was completed and that the finding of Adverse Effect remains valid. FTA and the COUNCIL, with the assistance of MnDOT CRU, shall then consult with MnHPO and the owners of the properties to develop a Noise Mitigation Plan in accordance with the *SOI’s Standards for the Treatment of Historic Properties* (36 CFR § 68) that is appropriate to the properties and the nature and scale of the effect.
 - a. MnDOT CRU shall review the draft Noise Mitigation Plan for sufficiency and forward it with a recommendation to FTA for review. If FTA determines the draft plan is sufficient, it shall submit the plan to MnHPO and the owners of the historic properties. MnHPO and the owners of the historic properties shall have thirty (30) calendar days to provide comments on the draft plan.

 - b. A final Noise Mitigation Plan shall be prepared that incorporates feasible recommendations made by MnHPO and the owners of the historic properties on the draft plan. MnDOT CRU shall review the final plan for sufficiency and forward it with a recommendation to FTA for review. If FTA determines the plan is sufficient, FTA shall submit the plan to MnHPO for concurrence and to the owners of the historic properties

for their acceptance. MnHPO and the owners of the properties shall have thirty (30) calendar days to review and comment on the plan. If MnHPO does not concur, or if the owners of the properties do not accept the plan, FTA shall consult with MnHPO and the owners of the properties to resolve the disagreement in accordance with Stipulation XVIII of this AGREEMENT.

VI. NATIONAL REGISTER OF HISTORIC PLACES NOMINATIONS

A. The COUNCIL, with the assistance of MnDOT CRU, and in consultation with MnHPO, shall prepare NRHP nomination forms, in conformance with the guidelines of the National Park Service (NPS), for the following historic properties:

- Floyd B. Olson Memorial, and
- Wayman African Methodist Episcopal Church.

The nominations shall be prepared by a historian and/or architectural historian who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for history and architectural history, and who has successfully completed previous NRHP nominations for similar historic properties.

- i.** The COUNCIL, with the assistance of MnDOT CRU, shall prepare draft NRHP nomination forms and submit them to MnHPO for review. MnHPO shall have sixty (60) calendar days to provide comments on the initial draft of each nomination. All subsequent drafts of the NRHP nomination forms shall incorporate recommendations made by MnHPO. As needed, multiple drafts may be required and MnHPO shall have sixty (60) calendar days to provide comments on any subsequent drafts. This Stipulation shall be met upon issuance of a written determination by MnHPO that the draft NRHP nomination forms for each historic property meet the requirements for scheduling the nominations on a State Historic Preservation Review Board agenda. The COUNCIL shall receive written determination from MnHPO that both nomination forms meet the requirements for scheduling the nomination on a State Historic Preservation Review Board agenda no later than one (1) year from the date the PROJECT commences revenue service operations.
- ii.** Actual nomination of the Memorial and the Church to the NRHP will be at the discretion of MnHPO and shall follow the established procedures of the NPS (36 CFR § 60). In accordance with 36 CFR § 60.6(g), the property owners shall be given the opportunity to object to listing their property in the NRHP.

VII. INTERPRETATION OF HISTORIC PROPERTIES

A. Osseo Branch Line of the St. Paul, Minneapolis & Manitoba Railroad / Great Northern Railway. The COUNCIL shall incorporate interpretation (per the NPS, “interpretation is a form of education that seeks to make connections between historic places and history, between the lives we lead today and the lives that once filled these spaces” with the ultimate goal being “to

encourage an appreciation of the importance of historic places and a commitment to preserving them for future generations”)¹ of the Osseo Branch Line of the St. Paul, Minneapolis & Manitoba Railroad / Great Northern Railway into the design of the PROJECT segment that will utilize the Osseo Branch Line of the St. Paul, Minneapolis & Manitoba Railroad / Great Northern Railway Historic District. The interpretation shall be based on the results of the Phase II evaluation completed for the historic property during the identification stage of the PROJECT and additional research that shall be completed to inform the content of the interpretation. Interpretation shall be incorporated into the design all five (5) of the PROJECT stations that will be located within the historic district corridor: Plymouth Avenue, Golden Valley Road, Robbinsdale, Bass Lake Road, and 63rd Avenue; and into the PROJECT related trail improvements along the historic district corridor.

- B.** Grand Rounds Historic District: Theodore Wirth Segment. The COUNCIL shall incorporate interpretation of the GRHD: Theodore Wirth Segment into the design of the PROJECT’s Plymouth Avenue and Golden Valley Road stations (station platforms and vertical circulation towers), and at the trailhead for the Golden Valley Road Station that is required by Stipulation X.A.ii of this AGREEMENT. The interpretation shall be based on the results of the draft NRHP nomination for the GRHD, the cultural landscape study completed by the PROJECT for Theodore Wirth Park (see Stipulation X.B), the MPRB’s 2015 master plan for Theodore Wirth Park, and additional research that shall be completed to inform the content of the interpretation.
- C.** Interpretative Plan. The COUNCIL, with the assistance of MnDOT CRU, shall develop a plan for the interpretation stipulated in this section in conformance with the *Standards and Practices for Interpretive Planning from the National Association for Interpretation (NAI)* and *Creating Outdoor Trail Signage* technical leaflets.² The team preparing the interpretative plan shall include a qualified historian who meets the *SOI’s Professional Qualifications Standards* (36 CFR § 61) for history, and an interpretative planner certified by the National Association for Interpretation (NAI) as a Certified Interpretive Planner.
- i.** A draft interpretative plan shall be prepared that includes themes and locations for the interpretation, schematic plans, and draft text and graphics for the interpretation. MnDOT CRU shall review the draft interpretive plan for sufficiency and forward it with a recommendation to FTA for review. If FTA determines the draft plan is sufficient, it shall submit the plan to MnHPO and the concurring parties. MnHPO and the concurring parties shall have thirty (30) calendar days to provide comments on the draft plan.

¹ Thomson, Ronald Bruce, and Marilyn Harper

2000. *Telling the Stories: Planning Effective Interpretive Programs for Properties Listed in the National Register of Historic Places*. [Washington, D.C.]: U.S. Dept. of the Interior, National Park Service, National Register, History and Education.

² Miller, Ellen, and Aaron Novodorsky

2008 *Creating Outdoor Trail Signage, Part 1: Planning and Design Minnesota History Interpreter*, 2008 (May-June), 3-6.

2008 *Tech Talk: Creating Outdoor Trail Signage, Part 2: Fabrication and Installation Minnesota History Interpreter*, 2008 (Summer), 3-6.

- a. During the development of the draft interpretative plan, the COUNCIL, with the assistance of MnDOT CRU, shall consult with MnHPO and the concurring parties to gain input and the type, amount, and exact locations of the interpretation required by Subparagraphs A and B of this Stipulation.
- ii. A final interpretative plan shall be prepared that includes the final content and design of interpretation. As feasible, the final plan shall incorporate any recommendations made by MnHPO and the concurring parties on the draft plan. MnDOT CRU shall review the final interpretive plan for sufficiency and forward it with a recommendation to FTA for review. If FTA determines the final plan is sufficient, FTA shall submit the plan to MnHPO for concurrence. MnHPO shall have thirty (30) calendar days to review and concur with the final plan. If MnHPO does not concur, it shall provide comments to FTA on the grounds for its disagreement with the plan. Upon receiving such comments, FTA shall consult with MnHPO to resolve the disagreement in accordance with Stipulation XVIII of this AGREEMENT.
- iii. The final interpretive plan shall be incorporated into the PROJECT's 100% Plans.
- iv. Before the PROJECT commences revenue service operations, the content of the interpretation shall be developed into a webpage and placed on the MnDOT CRU website, and also provided to MnHPO to place on the MnHPO or Minnesota Historical Society (MNHS) website in order to make it accessible to the general public.

VIII. FLOYD B. OLSON MEMORIAL

- A. Historic Property Treatment Plan. The COUNCIL, with the assistance of MnDOT CRU, and in consultation with MnHPO, MnDOT Office of Land Management (OLM), and MnDOT Metro District, shall prepare a Historic Property Treatment Plan for the Floyd B. Olson Memorial. The plan shall be prepared in accordance with the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68); the *SOI's Standards for Preservation Planning*; the NPS's *Guidelines for the Treatment of Cultural Landscapes*, Preservation Briefs and Tech Notes; and NRHP guidance for moved properties. The plan shall be prepared by a historian and/or architectural historian who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for history and architectural history; a landscape architect who has a combination of education and experience in landscape architecture equivalent to the *SOI's Professional Qualifications Standards* (36 CFR § 61) for historic architect; and a conservator with experience in conserving bronze sculpture who has a combination of education and experience to meet the requirements for a Professional Associate or Fellow of the American Institute for Conservation of Historic & Artistic Works. All persons working on the plan shall have successfully completed previous treatment plans for similar historic properties.
 - i. The Historic Property Treatment Plan shall include recommendations on the following items:
 - a. Location. Since the Memorial has been moved once and is located in an area identified for redevelopment, the plan shall present recommendations on the most appropriate

locations for the Memorial, including consideration of remaining in its current location (see **Attachment A**). While the Memorial must remain proximate to Olson Memorial Highway (TH 55) and Floyd B. Olson's boyhood home in order to maintain its integrity of setting, feeling and association, the plan shall explore if it could be relocated to allow for partial or full redevelopment of the current site while improving the Memorial's setting and association with TH 55. Research shall be completed as part of the development of the plan to determine either the artist's and/or the community's intent in the Memorial's original location, as well as its present location. All recommendations regarding the potential location of the Memorial shall be limited to those that maintain its eligibility for the NRHP. The Memorial is designated as a State Monument under Minnesota Statue 138.585, but this title does not afford any protections or limitations to the property. It was already designated a State Monument when it was first moved.

- b.** Orientation. When the Memorial was moved in 1984, its orientation was switched from facing east to facing north. Research shall be completed as part of the development of the plan to determine either the artist's and/or the community's intent having the Memorial originally facing east. The plan shall present a recommendation on its future orientation based on this research and any proposed location as per Subparagraph A.i.a of this Stipulation.
- c.** Appropriate Setting. The plan shall present recommendations on the appropriate setting (i.e., proximity to TH 55, site size, site design, landscaping, etc.) for the Memorial based on the design of the original site located in the median of TH 55, the current design, and opportunities or restrictions based on location options.
- d.** Design Parameters. The plan shall improve and enhance the setting of the existing site. Items that shall be considered include: 1) designing an appropriate site plan to improve and enhance the setting of the Memorial in its present location and 2) designing an appropriate site plan(s) that includes relocating and/or reorienting the Memorial on its present site to improve and enhance the setting of the Memorial and strengthen its association with TH 55.

All design parameters shall comply with the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68) and the NPS's *Guidelines for the Treatment of Cultural Landscapes*, and shall include recommendations on the size of site, site dimensions, design of the site, including landscaping and site features and furnishing, materials, and plantings. All recommendations shall include retaining the base, pedestal, and benches historically associated with the Memorial.

- ii.** During the development of the draft and final plan, the COUNCIL, with the assistance of MnDOT CRU, shall consult with MnHPO, MnDOT OLM, and MnDOT Metro District, as appropriate, to gain input to inform the development of the plan.

iii. Review of Historic Property Treatment Plan

- a.** MnDOT CRU shall review the draft Historic Property Treatment Plan for sufficiency and forward it to FTA for review, with a recommendation on the approach that best meets the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68), the NPS's *Guidelines for the Treatment of Cultural Landscapes*, and NRHP guidance for moved properties. If FTA determines the draft plan is sufficient, it shall submit the plan to MnHPO, MnDOT OLM, MnDOT Metro District, and the concurring parties. MnHPO, MnDOT OLM, MnDOT Metro District, and concurring parties shall have thirty (30) calendar days to provide comments on the draft plan.
 - b.** As feasible, the final Historic Property Treatment Plan shall incorporate any recommendations made by MnHPO, MnDOT OLM, and MnDOT Metro District on the draft plan. MnDOT CRU shall review the final plan for sufficiency and forward it to FTA for review, with a recommendation on the approach that best meets the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68), the NPS's *Guidelines for the Treatment of Cultural Landscapes*, and NRHP guidance for moved properties. If FTA determines the plan is sufficient, FTA shall submit the plan to MnHPO for concurrence and to MnDOT OLM and MnDOT Metro District for acceptance. MnHPO, MnDOT OLM, and MnDOT Metro District shall have thirty (30) calendar days to review and comment on the plan. During this period, FTA, with the assistance of MnDOT CRU, shall consult with MnHPO, MnDOT OLM, and MnDOT Metro District to select an alternative to be implemented in accordance with Subparagraph B of this Stipulation. If MnHPO does not concur with the final plan, or if MnHPO, MnDOT OLM and MnDOT Metro District do not agree on the alternative to be implemented in accordance with Subparagraph B of this Stipulation, FTA shall consult with MnHPO, MnDOT OLM, and MnDOT Metro District to resolve the disagreement in accordance with Stipulation XVIII of this AGREEMENT.
- B.** Site Improvements. Based on the conclusions in the treatment plan required by Subparagraph A of this Stipulation, the COUNCIL, with the assistance of MnDOT CRU, shall design and construct the selected alternative as per Subparagraph A.iii.b of this Stipulation. The site improvements shall be designed in accordance with the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68) and the NPS's *Guidelines for the Treatment of Cultural Landscapes*, Preservation Briefs and Tech Notes. The design for the improvements shall be reviewed in accordance with Stipulation III of this AGREEMENT. Construction of the site improvements shall be completed no later than one (1) year from the date the PROJECT commences revenue service operations.

IX. OSSEO BRANCH OF THE ST. PAUL, MINNEAPOLIS & MANITOBA RAILROAD / GREAT NORTHERN RAILWAY HISTORIC DISTRICT

- A.** Phase II Intensive Level Inventory and Evaluation of Historic Railroad Line(s) in Minnesota. The COUNCIL, with the assistance of MnDOT CRU, and in consultation with MnHPO, shall conduct

a Phase II, intensive level architecture/history survey of historic railroad line(s) in Minnesota. Either one (1) mainline across the entire State of Minnesota, or up to a total of five (5) shorter mainlines and/or branch lines shall be evaluated. Associated properties types, as identified in the NRHP Multiple Property Documentation Form *Railroads in Minnesota, 1862-1956*, shall also be documented.

- i. FTA, with the assistance of MnDOT CRU, shall consult with MnHPO to identify the railroad line(s) to be inventoried and evaluated, and to develop a scope for the survey. As feasible, preference shall be given to railroad lines owned and/or operated by the Great Northern Railway and its predecessor lines.
- ii. The survey shall be completed in accordance with Stipulations I.B and XV of this AGREEMENT and shall be conducted by a historian who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for history and architectural history, and who has successfully completed previous intensive level surveys of railroads.
 - a. MnDOT CRU shall review the inventory form(s) for sufficiency. Once MnDOT CRU determines the inventory form(s) is sufficient, MnDOT CRU shall submit the inventory form(s) to FTA with a recommendation on the property's eligibility for the NRHP. If FTA determines the inventory form(s) is sufficient, FTA shall issue its determination of eligibility and submit the form to MnHPO for concurrence. MnHPO shall have thirty (30) calendar days to review and concur with the evaluation(s). If MnHPO does not concur, it shall provide comments to FTA on the grounds for its disagreement with the inventory forms. Upon receiving such comments, FTA shall consult with MnHPO to resolve the disagreement in accordance with Stipulation XVIII of this AGREEMENT. The final inventory forms shall be completed and receive MnHPO concurrence no later than one (1) year from the date the PROJECT commences revenue service operations.

X. GRAND ROUNDS HISTORIC DISTRICT

- A. Design Development of PROJECT Elements Within, and in the vicinity of, the GRHD. As described in Stipulation II.A of this AGREEMENT the COUNCIL shall design all PROJECT elements within, and in the vicinity of, the GRHD: Theodore Wirth Segment in accordance with the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68). In addition, PROJECT elements within, and in the vicinity of, the GRHD: Theodore Wirth Segment shall also be designed in accordance with the NPS's *Guidelines for the Treatment of Cultural Landscapes*. As part of the PROJECT design development careful consideration shall be given to designing PROJECT infrastructure, as well as alterations to the landscape, to screen and minimize views of PROJECT infrastructure, including visual prominence, from views within, and of, the historic district during all seasons as well as during daytime and nighttime conditions.
 - i. Vegetation. As part of PROJECT design development, careful consideration shall be given to designing PROEJCT infrastructure, as well as alterations to the landscape, to 1) minimize the net loss of existing vegetation and 2) design new landscaping to screen and minimize the

- visibility and visual prominence of PROJECT infrastructure from view sheds and vantage points within the GRHD: Theodore Wirth Segment, as well as from views towards the historic district.
- a. Golden Valley Road Station Park-and-Ride Facility. The construction of the proposed park-and-ride facility at the Golden Valley Road Station may require the removal of at least some trees that are part of a historic grouping of trees located along the west side of Theodore Wirth Parkway, between Golden Valley Road and where the parkway crosses over the Osseo Branch Line of the St. Paul, Minneapolis & Manitoba Railroad / Great Northern Railway Historic District. If any trees within this historic grouping are removed to construct the park-and-ride facility, PROJECT elements in this area shall be designed to include a sufficient amount of boulevard space and vegetation along Theodore Wirth Parkway to screen and minimize, to the extent feasible, views of PROJECT infrastructure from the parkway.
 - ii. Golden Valley Road Station Trailhead. The proposed park-and-ride facility at the Golden Valley Road Station shall include a trailhead at the southwest corner of the intersection of Theodore Wirth Parkway and Golden Valley Road to support the MPRB trail that parallels Theodore Wirth Parkway. The trailhead shall include interpretation as required by Stipulation VII.B of this AGREEMENT.
- B.** Plans for the GRHD: Theodore Wirth Segment. The COUNCIL, with the assistance of MnDOT CRU, shall collaborate with MnHPO and MPRB to prepare guidance for future preservation activities within the GRHD: Theodore Wirth Segment (**Attachment D**). The plans shall be prepared in accordance with the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68); the *SOI's Standards for Preservation Planning*; the NPS's *Guidelines for the Treatment of Cultural Landscapes*, Preservation Briefs and Tech Notes.
- i. Preservation Plan. The preservation plan shall include an overall vision for historic preservation of this portion of the historic district, strategies to guide historic preservation efforts to achieve the overall vision, and objectives for implementing each strategy. The team preparing the plan shall include a planner with a master's degree in planning and at least five years of experience planning for historic properties, preferably a member of the American Institute of Certified Planners; a historian and/or architectural historian who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for history and architectural history, an architect who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for historic architect; and a landscape architect who has a combination of education and experience in landscape architecture equivalent to the *SOI's Professional Qualifications Standards* (36 CFR § 61) for historic architect.
 - a. A scope shall be prepared that defines the goals of the plan, the extent of community engagement that will be completed during its preparation, and the process for its approval. The public participation process shall meet the requirements of 36 CFR § 800 and MPRB's community engagement ordinance (PB § 11 [**Attachment F**]). The

COUNCIL shall obtain MnHPO concurrence on the final scope prior to preparing the plan.

- ii. Treatment Plans/Standards/Guidelines (Treatments Plan). Treatments shall be prepared to guide preservation activities for up to twelve (12) different historic features, or feature types within the planning area. Features may include, but are not limited to, retaining walls, shorelines (land-water interfaces), lighting, signage, circulation dividers, circulation systems (e.g. parkway paving), bridges, monuments, and site furnishings. The team preparing the plan shall include an architect who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for historic architect, a landscape architect who has education and experience in landscape architecture comparable to the requirements the *SOI's Professional Qualifications Standards* (36 CFR § 61) require for a historic architect, and a civil engineer with at least five years of experience working with historic structures.
 - a. A scope shall be prepared that identifies the features/feature types for which treatments will be prepared, the type and level of documentation to be prepared for each feature, and a process for implementing and approving the plan. The COUNCIL shall obtain MnHPO concurrence on the final scope prior to preparing the plan.
- iii. Review of Plans. The COUNCIL shall submit the plans to MnHPO and MPRB for review in accordance with the processes defined in the final scope for each plan. The COUNCIL shall obtain MnHPO concurrence on the final plans no later than one (1) year from the date the PROJECT commences revenue service operations. The COUNCIL shall also seek MPRB Board of Commissioners approval of the final plans; however, MPRB Board of Commissioners approval of the plans shall not be required for fulfillment of this Stipulation. If the COUNCIL, MnHPO, and MPRB cannot agree on scopes for the plans, or if MnHPO does not concur with the final plans, the COUNCIL shall notify FTA and FTA shall consult with MnHPO and MPRB as per the terms of Stipulation XVIII of this AGREEMENT.

XI. HOMEWOOD RESIDENTIAL HISTORIC DISTRICT

- A. Additional Design Consultation. FTA, the COUNCIL, and MnDOT CRU, understanding the need for PROJECT design in this area to be in accordance with the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68)(see Stipulation II.B of this AGREEMENT), shall hold a public meeting with property owners and residents of the Homewood Residential Historic District prior to the completion of the 60% Plans. The purpose of this meeting shall be to gain input to inform the design of PROJECT elements within and in the immediate vicinity (within 500 feet) of the historic district. FTA, the COUNCIL, and MnDOT CRU shall consider the public input from this meeting and will incorporate design changes as a result of this input where feasible.

XII. WEST BROADWAY AVENUE RESIDENTIAL HISTORIC DISTRICT

- A. Additional Design Consultation. FTA, the COUNCIL, and MnDOT CRU, understanding the need for PROJECT design in this area to be in accordance with the *SOI's Standards for the Treatment*

of Historic Properties (36 CFR § 68)(see Stipulation II.B of this AGREEMENT), shall hold a public meeting with property owners and residents of the West Broadway Avenue Residential Historic District prior to the completion of the 60% Plans. The purpose of this meeting shall be to gain input to inform the design of PROJECT elements within and in the immediate vicinity (within 500 feet) of the historic district. FTA, the COUNCIL, and MnDOT CRU shall consider the public input from this meeting and will incorporate design changes as a result of this input where feasible.

XIII. REVIEW PROCESS DURING CONSTRUCTION

This Stipulation covers the discoveries of additional historic properties, PROJECT modifications, and changes of effect to known historic properties identified during PROJECT construction and not specifically addressed by other stipulations of this AGREEMENT.

- A.** Prior to initiating PROJECT construction, the COUNCIL shall prepare as part of the CPP required by Stipulations IV of this AGREEMENT a plan for the unexpected discovery of archaeological resources.

- B.** PROJECT Modifications. If, after the completion of 100% Plans, the COUNCIL makes modifications to the PROJECT design during construction, MnDOT CRU shall review the modifications to determine if there are any substantive changes in the PROJECT's design that that would result in new and/or additional adverse effects on historic properties, or a revision in the PROJECT's APE, and make a recommendation to FTA. If FTA determines there are substantive changes that would result in a new, and/or additional adverse effect, and/or require a revision to the PROJECT's APE, FTA shall consult with MnHPO and the concurring parties in accordance with Stipulations I, XIV, and XVIII of this AGREEMENT, as appropriate.

- C.** Historic Properties Discovered or Unexpectedly Affected as a Result of PROJECT Construction. If previously unidentified historic properties, including human remains, are discovered unexpectedly during construction of the PROJECT, or previously known historic properties are affected in an unanticipated adverse manner, all ground-disturbing activities shall cease in the area of the property, as well as within one hundred (100) feet of it, to avoid and/or minimize harm to the property. The contractor shall immediately notify the COUNCIL of the discovery and implement interim measures in accordance with the unexpected discoveries plan required by Subparagraph A of this Stipulation and Stipulation IV.C of this AGREEMENT to protect the discovery from damage, looting, and vandalism. Measures shall include, but not be limited to, protective fencing and covering of the discovery with appropriate materials. The COUNCIL shall inform MnDOT CRU and concurring parties with jurisdiction over, or a demonstrated interest in, the property. If reasonably convenient and appropriate, the contractor, the COUNCIL, MnDOT CRU, and any concurring parties with jurisdiction over, or a demonstrated interest in the property, will confer at the site in a timely manner to assess the property, determine the likely PROJECT impacts to the property, and to determine the most appropriate avoidance measures for the property. Any artifacts found as part of an unexpected discovery during construction that are part of sites determined not eligible for the NRHP in accordance with Stipulation I of this

AGREEMENT, and for which the property owner has released ownership of the artifacts, will be offered to local historical societies for their collections if desired.

i. Non-Human Remains

- a.** The COUNCIL, with the assistance of MnDOT CRU, shall contract with a qualified archaeologist, historian and/or architectural historian, as appropriate, who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for their respective field to record, document, and provide a recommendation on the NRHP eligibility of the discovery to FTA within seventy-two (72) hours of receipt of notification. FTA shall inform MnHPO, any Indian tribes that may attach religious and cultural significance to the property, and concurring parties with jurisdiction over, or a demonstrated interest in the property, of the discovery.

ii. Human Remains

- a.** Since there are no federal lands within the construction limits for the PROJECT, if any human remains are encountered, the PROJECT shall follow the treatment of human remains as per Minnesota Statute 307.08. The COUNCIL shall immediately notify local law enforcement and the Office of the State Archaeologist (OSA). The COUNCIL shall also immediately notify FTA, MnHPO, MnDOT CRU, concurring parties and appropriate Tribes within twenty-four (24) hours via email, fax, or telephone. The OSA shall coordinate with the Minnesota Indian Affairs Council (MIAC) if the remains are thought to be Native American, in accordance with Minnesota Statute (M.S.) 307.08. OSA shall have the final authority in determining if the remains are human. The COUNCIL, with the assistance of MnDOT CRU, shall also contract with a qualified archaeologist to provide a recommendation on the NRHP eligibility of the discovery, including the human remains, to FTA within seventy-two (72) hours of receipt of notification. FTA shall inform MnHPO and any Indian tribes that may attach religious and cultural significance to the property, of the discovery.
- b.** If it is determined that the identified bones are human remains covered under M.S. 307.08, the OSA shall have jurisdiction to ensure that the appropriate procedures in accordance with Minnesota statutes are fulfilled. OSA is the lead state agency for authentication of burial sites on non-federal lands as per M.S. 307.08. The COUNCIL, with the assistance of MnDOT CRU, shall work with OSA, MnHPO, the Tribes, MIAC, and other parties to develop and implement a reburial plan, if that is the preferred approach by the parties. Avoidance and preservation in place is the preferred option for the treatment of human remains. If FTA also determines that the burial site is eligible for the NRHP, FTA and MnHPO shall work with OSA and MIAC on determining appropriate treatment and mitigation.

- D.** If a historic property is identified during PROJECT construction, FTA shall issue a determination of eligibility for the property within ten (10) calendar days following notification from the

COUNCIL and submittal of recommendations from the COUNCIL's consultant provided in accordance with Subparagraphs A and C of this Stipulation. MnHPO shall have ten (10) calendar days to provide concurrence or comments on the eligibility determination. Alternately, FTA may assume the newly discovered property is eligible for the NRHP for the purposes of 54 U.S.C. § 306108 pursuant to 36 CFR § 800.13(c).

- i. If FTA determines that the site does not meet NRHP criteria and is not a historic property, and the MnHPO concurs, FTA shall have no further obligations in regards to the property, and construction activities can resume upon receipt of MnHPO written concurrence.
 - ii. For all properties determined eligible for the NRHP, FTA shall make a finding of effect.
 - a. If the finding is no adverse effect and MnHPO concurs, construction activities can resume, pending implementation of any conditions on which the finding is based, if any.
 - b. If FTA finds that the historic property will be adversely affected and MnHPO concurs, FTA, with the assistance of MnDOT CRU, shall issue new findings of effect for the new adverse effect. MnHPO and the consulting parties shall have ten (10) calendar days to provide comments on FTA's finding. FTA shall consult with MnHPO and other concurring parties to this AGREEMENT to develop a mitigation plan appropriate to the historic property and the nature and scale of the effect. If the mitigation is data recovery, construction activities may not resume until after the completion of the fieldwork for the data recovery.
- E. The COUNCIL shall include provisions in its construction contracts to ensure that Subparagraphs A through D of this Stipulation, are carried out by the construction contractor(s).

XIV. RESOLUTION OF ADDITIONAL ADVERSE EFFECTS

- A. In any instance where the final design of PROJECT components within or in the vicinity of historic properties identified in **Attachment B** of this AGREEMENT or newly identified historic properties as identified under Stipulation I do not meet the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68), or if, in consultation with MnHPO, FTA determines that it is not practical to avoid an adverse effect(s) on a historic property, FTA and the COUNCIL, with the assistance of MnDOT CRU, shall issue a findings of effect for the new adverse effect as per CFR § 800.5, and shall consult with MnHPO and the concurring parties to this AGREEMENT to develop a mitigation plan appropriate to the historic property and the nature and scale of the effect. The mitigation plan shall include a section describing public notification/participation to be completed under the plan as per 36 CFR § 800.6(a)(4) that is appropriate to the nature and scale of the adverse effect. In addition, this AGREEMENT shall be amended to document the agreed-upon mitigation.
- B. The COUNCIL shall notify concurring parties to this AGREEMENT when a mitigation plan will be prepared pursuant to this Stipulation. The mitigation plan shall be developed within sixty (60)

calendar days of such notification. If more time is required to develop the mitigation plan, the COUNCIL shall notify MnHPO and the concurring parties to this AGREEMENT regarding the reason for the delay and the anticipated timeframe for mitigation plan distribution. FTA shall provide a copy of the draft mitigation plan to MnHPO and the concurring parties. MnHPO and the concurring parties shall have thirty (30) calendar days to provide comments on the draft mitigation plan.

- C. FTA and the COUNCIL shall take into account any timely comments of the MnHPO and concurring parties in the development of final mitigation plans. A mitigation plan shall be final upon acceptance by FTA and MnHPO. Concurring parties shall receive copies of all final mitigation plans and may also be invited to concur in mitigation plans.

XV. STANDARDS

- A. All work carried out pursuant to this AGREEMENT shall meet the *SOI's Standards for Archaeology and Historic Preservation* (48 FR 44716). In instances where it is not feasible to reach a PROJECT design that meets these standards, mitigation measures shall be developed and implemented pursuant to Stipulation XIV of this AGREEMENT.
- B. FTA shall ensure that all activities carried out pursuant to this AGREEMENT shall be done by, or under the direct supervision of, historic preservation professionals who meet the *SOI's Professional Qualifications Standards* (36 CFR § 61) in the appropriate field. The professionally qualified staff in MnDOT CRU shall help FTA and the COUNCIL with oversight of the work. FTA and the COUNCIL shall ensure that consultants it retains for services pursuant to implementation of this AGREEMENT meet these standards.

XVI. MONITORING AND REPORTING

- A. Every three (3) months following the execution of this AGREEMENT until it expires or is terminated, the COUNCIL, with the assistance of MnDOT CRU, shall provide all signatories and concurring parties to this AGREEMENT a summary report detailing work undertaken pursuant to its terms. Each report shall include an itemized listing of all actions required to be taken to implement the terms of the AGREEMENT, identify what actions the COUNCIL has taken during the reporting period to implement those actions, identify any problems or unexpected issues encountered during that time, any scheduling changes proposed, any disputes and objections submitted or resolved in FTA's efforts to carry out the terms of this AGREEMENT, and any changes recommended in implementation of the AGREEMENT. Each report shall also include a timetable of activities proposed for implementation within the following reporting period.
- B. Signatories and concurring parties to this AGREEMENT shall review the quarterly reports and provide any comments to FTA and the COUNCIL within thirty (30) calendar days of receipt of the report.

- C. The COUNCIL shall notify the public via the PROJECT website about the publication of the quarterly reports and that the reports are available for inspection and review upon request.
- D. The COUNCIL shall share any comments received from concurring parties and the public with the signatories and concurring parties to this AGREEMENT.
- E. At its own discretion, or at the request of any signatory to this AGREEMENT, FTA shall convene a meeting to facilitate review and comment on the reports, and to resolve any questions about its content and/or to resolve objections or concerns.

XVII. COORDINATION WITH OTHER FEDERAL REVIEWS

- A. In the event any other federal agency provides funding, permits, licenses, or other assistance to the COUNCIL for the PROJECT as it was planned at the time of the execution of this AGREEMENT, such funding or approving agency may comply with Section 106 by agreeing in writing to the terms of this AGREEMENT and so notifying and concurring with FTA. FTA shall provide copies of all requests of this type to MnHPO.

XVIII. DISPUTE RESOLUTION

- A. Should any party to this AGREEMENT object at any time to any actions proposed or the manner in which the terms of the AGREEMENT are implemented, FTA shall consult with the objecting party (or parties) to resolve the objection and will request ACHP involvement. If ACHP is not able to resolve the objection(s), FTA shall follow 36 CFR § 800.7. All other actions subject to the terms of this AGREEMENT that are not subjects of the dispute remain unchanged pending resolution.
- B. If FTA determines that such objection cannot be resolved, FTA will forward all documentation relevant to the dispute, including FTA's proposed resolution, to the ACHP in accordance with 36 CFR § 800.7(a). The ACHP will provide FTA with its advice on the resolution of the objection within forty-five (45) calendar days of receiving adequate documentation per 36 CFR § 800.7(c)(2). Prior to reaching a final decision on the dispute, FTA will prepare a written response that takes into account any timely advice or comment regarding the dispute from the ACHP, signatories, invited signatories and concurring parties, and provide the parties with a copy of the written response per 36 CFR § 800.7(c)(4). FTA will then proceed according to its final decision.

XIX. DURATION, AMENDMENTS, AND TERMINATION

- A. This AGREEMENT will remain in effect from the date of execution for a period not to exceed ten (10) years. If FTA anticipates that the terms of the AGREEMENT will not be completed within this timeframe, it shall notify the signatories, invited signatories, and concurring parties in writing at least thirty (30) calendar days prior to the AGREEMENT'S expiration date. The AGREEMENT may be extended by the written concurrence of the signatories and invited

signatories. If the AGREEMENT expires and FTA elects to continue with the undertaking, FTA will reinitiate review of the undertaking in accordance with 36 CFR § 800.

- B.** If any signatory or invited signatory to the AGREEMENT determines that the terms of the AGREEMENT cannot be fulfilled, or that an amendment to the terms of the AGREEMENT must be made, the signatories or invited signatories will consult to seek an amendment to its terms using the same consultation process as that exercised in creating the original AGREEMENT. FTA shall file any amendments with the ACHP upon execution as per 36 CFR § 800.6(c)(7).
- C.** Any signatory or invited signatory to this AGREEMENT may terminate the AGREEMENT by providing thirty (30) calendar days written notice to the other signatories and invited signatories, provided the signatories or invited signatories consult during the period prior to termination in an attempt to agree on amendments or other actions that would avoid termination. If the AGREEMENT is terminated and FTA elects to continue with the undertaking, FTA will reinitiate review of the undertaking in accordance with 36 CFR § 800.

XX. IMPLEMENTATION

- A.** This AGREEMENT may be implemented in counterparts, with a separate page for each signatory or party. This AGREEMENT shall become effective on the date of the final signature by the signatories and invited signatories. The refusal of any party invited to concur in the AGREEMENT does not invalidate the AGREEMENT. FTA shall ensure each party is provided with a complete copy and that the final AGREEMENT, updates to appendices, and any amendments filed with the ACHP.
- B.** Execution of this AGREEMENT by FTA and MnHPO and implementation of its terms is evidence that FTA has taken into account the effects of its undertaking on historic properties and has afforded the ACHP opportunity to comment pursuant to Section 106 of the National Historic Preservation Act.

SIGNATURE PAGE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

SIGNATORY

FEDERAL TRANSIT ADMINISTRATION

By: _____
Marisol Simón, Region V Administrator

Date: _____

SIGNATURE PAGE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

SIGNATORY

MINNESOTA HISTORIC PRESERVATION OFFICE

By: _____ Date: _____
Andrea Kajer, Deputy State Historic Preservation Officer

SIGNATURE PAGE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

INVITED SIGNATORY

METROPOLITAN COUNCIL

By: _____
Wes Kooistra, Regional Administrator

Date: _____

SIGNATURE PAGE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

INVITED SIGNATORY

MINNESOTA DEPARTMENT OF TRANSPORTATION

By: _____
Charles A. Zelle, Commissioner

Date: _____

SIGNATURE PAGE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

INVITED SIGNATORY

CITY OF ROBBINSDALE

By: _____
Marcia Glick, City Manager

Date: _____

SIGNATURE PAGE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

HENNEPIN COUNTY

By: _____ Date: _____
Kevin Dockry, Director, Community Works and HCRRA, Hennepin County Public Works

SIGNATURE PAGE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

CITY OF BROOKLYN PARK

By: _____
Jay Strobel, City Manager

Date: _____

SIGNATURE PAGE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

CITY OF CRYSTAL

By: _____
Anne Norris, City Manager

Date: _____

SIGNATURE PAGE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

CITY OF GOLDEN VALLEY

By: _____
Tim Cruikshank, City Manager

Date: _____

SIGNATURE PAGE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

CITY OF MINNEAPOLIS

By: _____
Kjersti Monson, Director, Long Range Planning

Date: _____

SIGNATURE PAGE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

MINNEAPOLIS HERITAGE PRESERVATION COMMISSION

By: _____
Laura Faucher, Chair

Date: _____

SIGNATURE PAGE

**MEMORANDUM OF AGREEMENT
BETWEEN
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE MINNESOTA HISTORIC PRESERVATION OFFICE
REGARDING
THE METRO BLUE LINE EXTENSION LIGHT RAIL TRANSIT PROJECT
HENNEPIN COUNTY, MINNESOTA**

CONCURRING PARTY

MINNEAPOLIS PARK AND RECREATION BOARD

By: _____
Liz Wielinski, President

Date: _____

And

By: _____
Jennifer Ringold, Secretary to the Board of Commissioners

Date: _____

ATTACHMENT A

Area of Potential Effect

Area of Potential Effect

FTA and MnDOT CRU, in consultation with MnHPO, have defined two Areas of Potential Effect (APEs) for the PROJECT, one for archaeological resources and one for architecture/history properties, that account for potential effects on historic properties from the construction and operation of the PROJECT (Figures 1-10), and MnHPO has concurred.¹

A. The APE for architecture/history resources includes:

- Alignment: all areas within 500 feet on either side of the alignment;
- Stations and the Operations and Maintenance Facility (OMF): all areas within a 0.25 mile radius from the center point of proposed stations and the OMF;
- New structures (new or replacement bridges, pedestrian bridges, etc.): all areas within a 0.25 mile radius from the structure (assumes the potential for pile driving);
- Modifications to existing structures (widening/reconstruction of existing structures): all areas within a 0.25 mile radius from the structure (assumes the potential for pile driving); and
- Pier modifications on existing structures (moving piers to allow the LRT to go under): all areas within a 500 feet radius from the structure (assumes using drilling and no pile driving).

B. The APE for archaeological resources includes all areas of proposed construction activities or other potential ground disturbing activities associated with construction.² Based on the current understanding of the proposed project, the archaeological APE generally includes:




- Alignment: the existing railroad right-of-way for portions of the PROJECT in an existing railroad corridor and the potential area of disturbance for other areas;

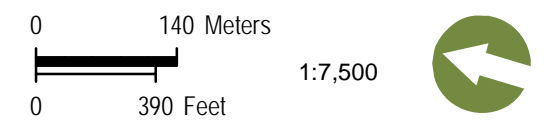
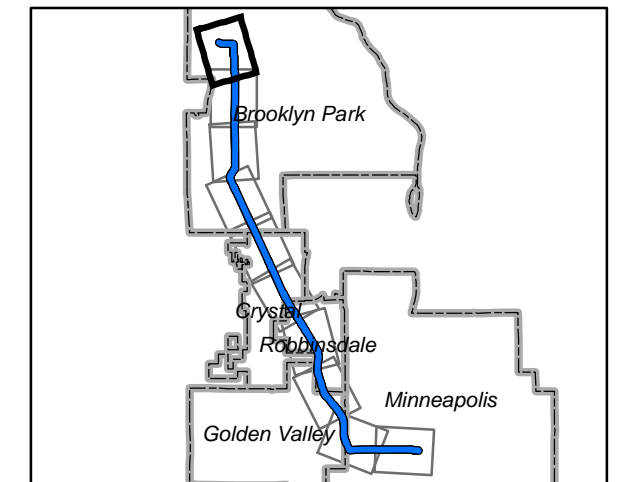
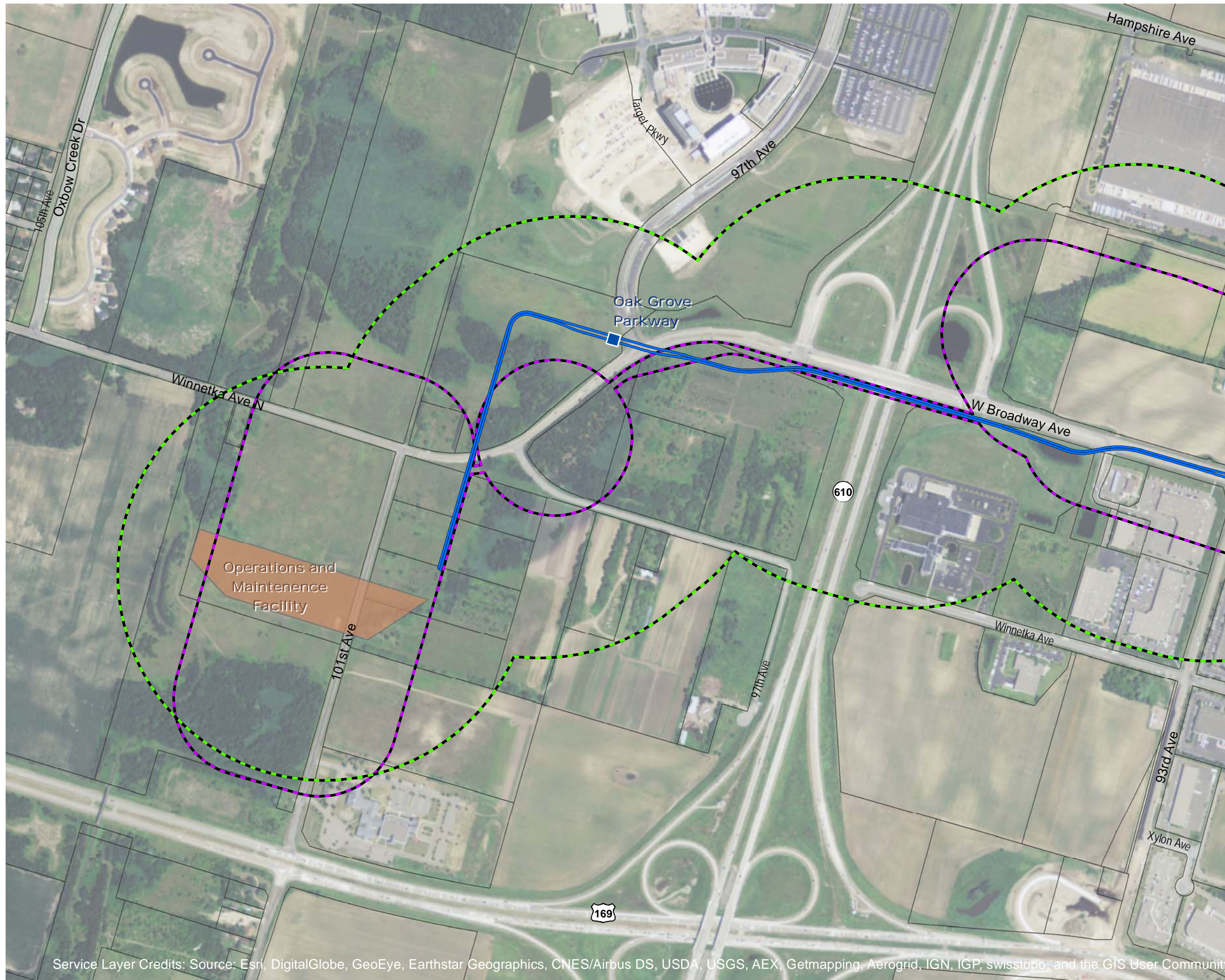
¹ Letter from MnHPO to MnDOT CRU dated October 26, 2011. The APE that MnHPO concurred with included the entirety of the Locally Preferred Alternative (LPA), as well as various alternative alignments that were under consideration at the time the APE was established. These alternative alignments were considered during the development of the Draft EIS, but were not selected as part of the LPA and have been dropped from further consideration. Therefore, they are not depicted in Figures 1-10.

² Figures 1-10 depict the location of the LPA and the corresponding archaeological APE. As the Project design has advanced since the archaeological APE was established, there have been several slight revisions to the Project design, but not to the Project scope. As a result, as is depicted in Figures 1-10, there are several small portions of the LPA that are now located outside the existing archaeological APE. However, the Phase IA archaeological investigation conducted for the Project studied an area extending 0.25 miles beyond the archaeological APE, so the portions of the current LPA that are located outside the archaeological APE have been studied. No historic properties were identified and these areas were found to have low potential for archaeological resources to exist. The portion of the LPA outside the APE, from and including the 93rd Avenue station and its park-and-ride facility to the OMF site (see Figure 1), also were previously surveyed at a Phase I level for another project and no historic properties were identified (see Woodward-Clyde, 1994). MnDOT CRU also examined the portions of the LPA outside the present APE again on January 12, 2016 through the use of its Minnesota Model (MnModel) and confirmed these areas have low archaeological site potential. Based on the previous archaeological assessments completed for the Project, the 1994 survey by Woodward-Clyde, and MnModel data, FTA has determined there is low potential for archaeological resources to exist, but will incorporate measures covering unanticipated discoveries during construction in its Section 106 MOA for the Project.

- Stations: all areas within a 500 feet radius from the center point of the currently proposed station platforms to account for potential direct impacts from construction or development activities; and
- Park-and-ride facilities and the OMF: all areas within 500 feet from the potential area of disturbance.

Blue Line Extension LRT
FEIS
Hennepin County, Minnesota

-  Archaeology Area of Potential Effect
-  Architecture/History Area of Potential Effect
-  BLRT Alignment



APE: Archaeology & Architecture/History




Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

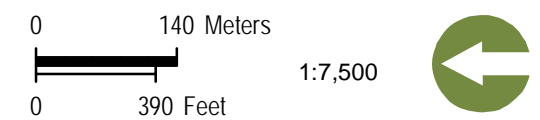
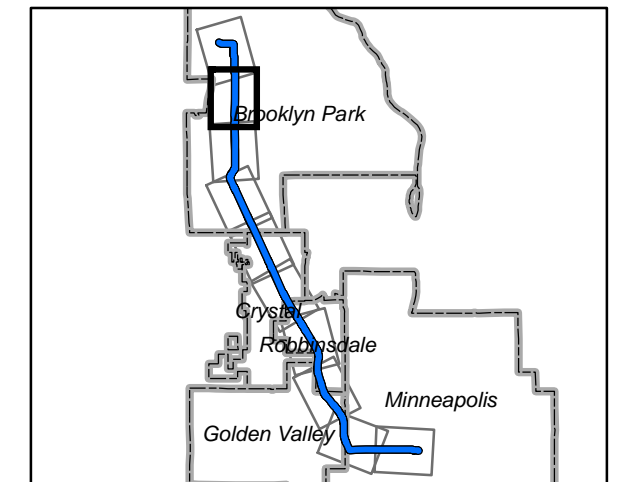
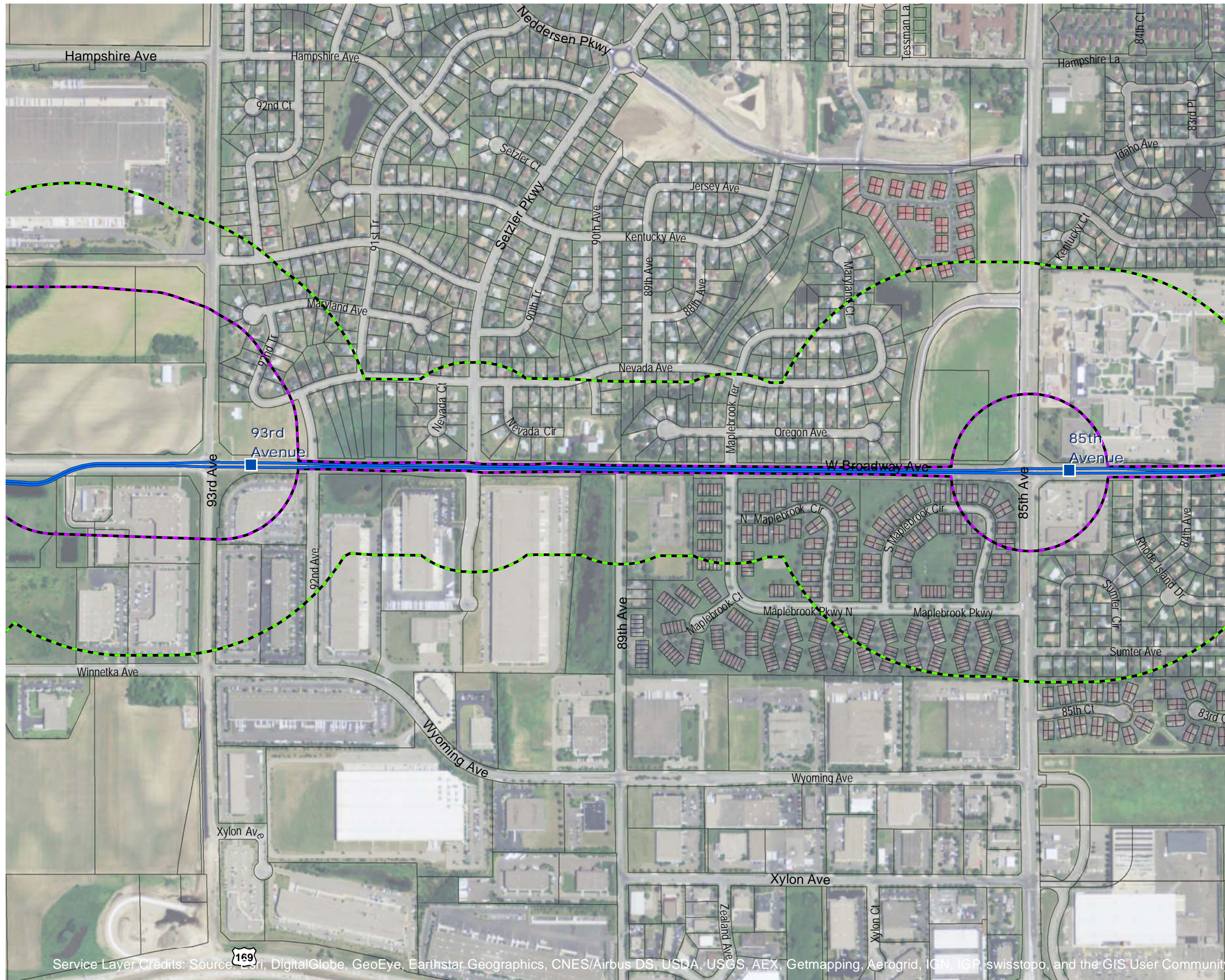
Source: HDR; Kimley Horn; MnDOT; 106 Group

Map Produced by 106 Group 3/31/2016

Figure 1

Blue Line Extension LRT
FEIS
Hennepin County, Minnesota

-  Archaeology Area of Potential Effect
-  Architecture/History Area of Potential Effect
-  BLRT Alignment



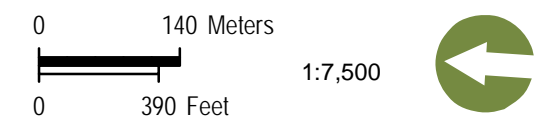
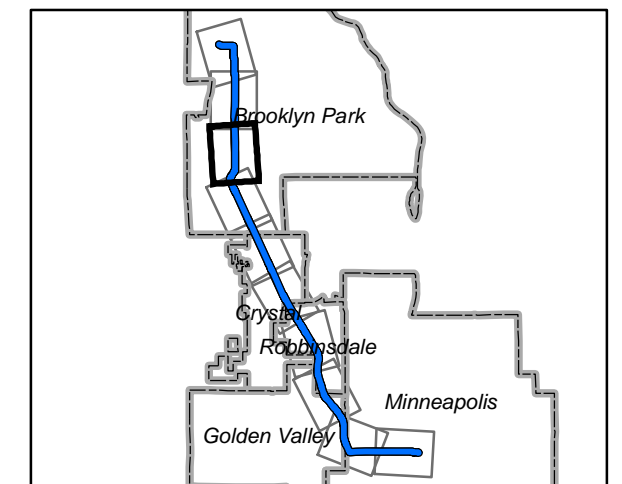
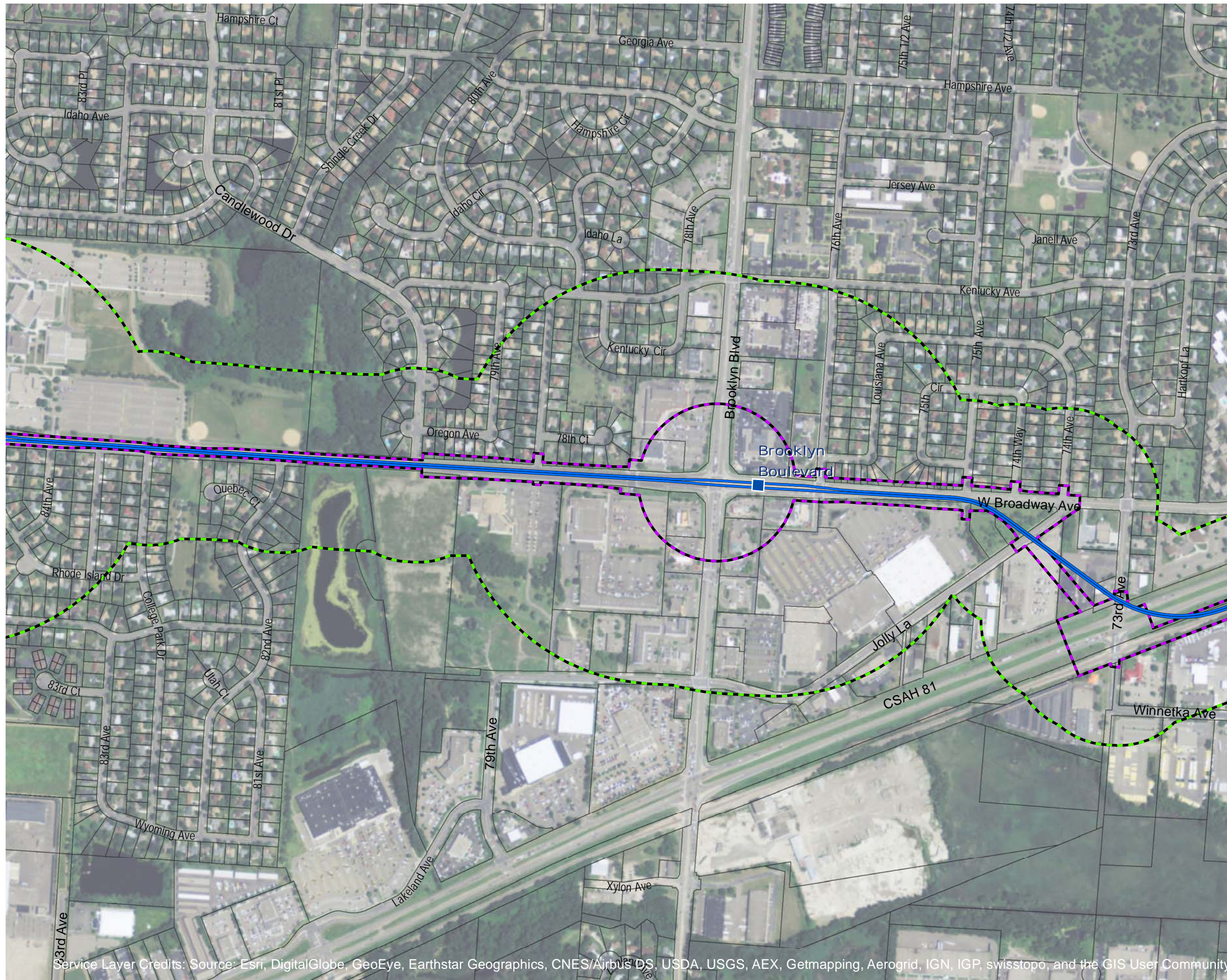
APE: Archaeology & Architecture/History

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 2

Blue Line Extension LRT
FEIS
Hennepin County, Minnesota

- ⬭ Archaeology Area of Potential Effect
- ⬭ Architecture/History Area of Potential Effect
- BLRT Alignment



APE: Archaeology & Architecture/History




Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

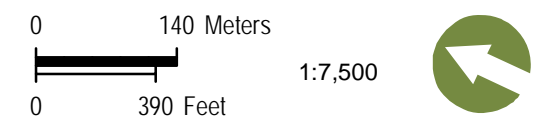
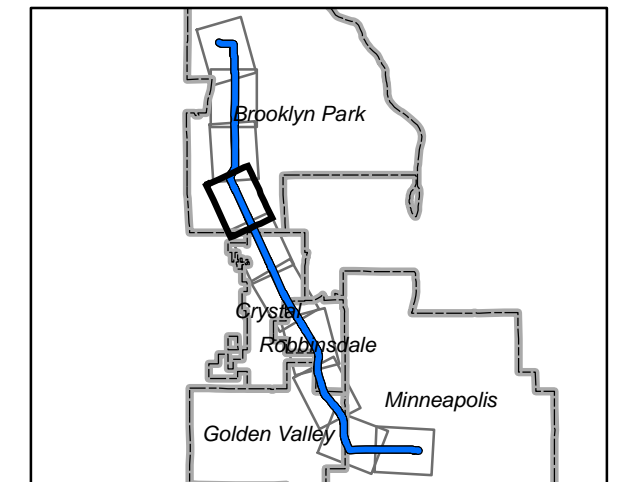
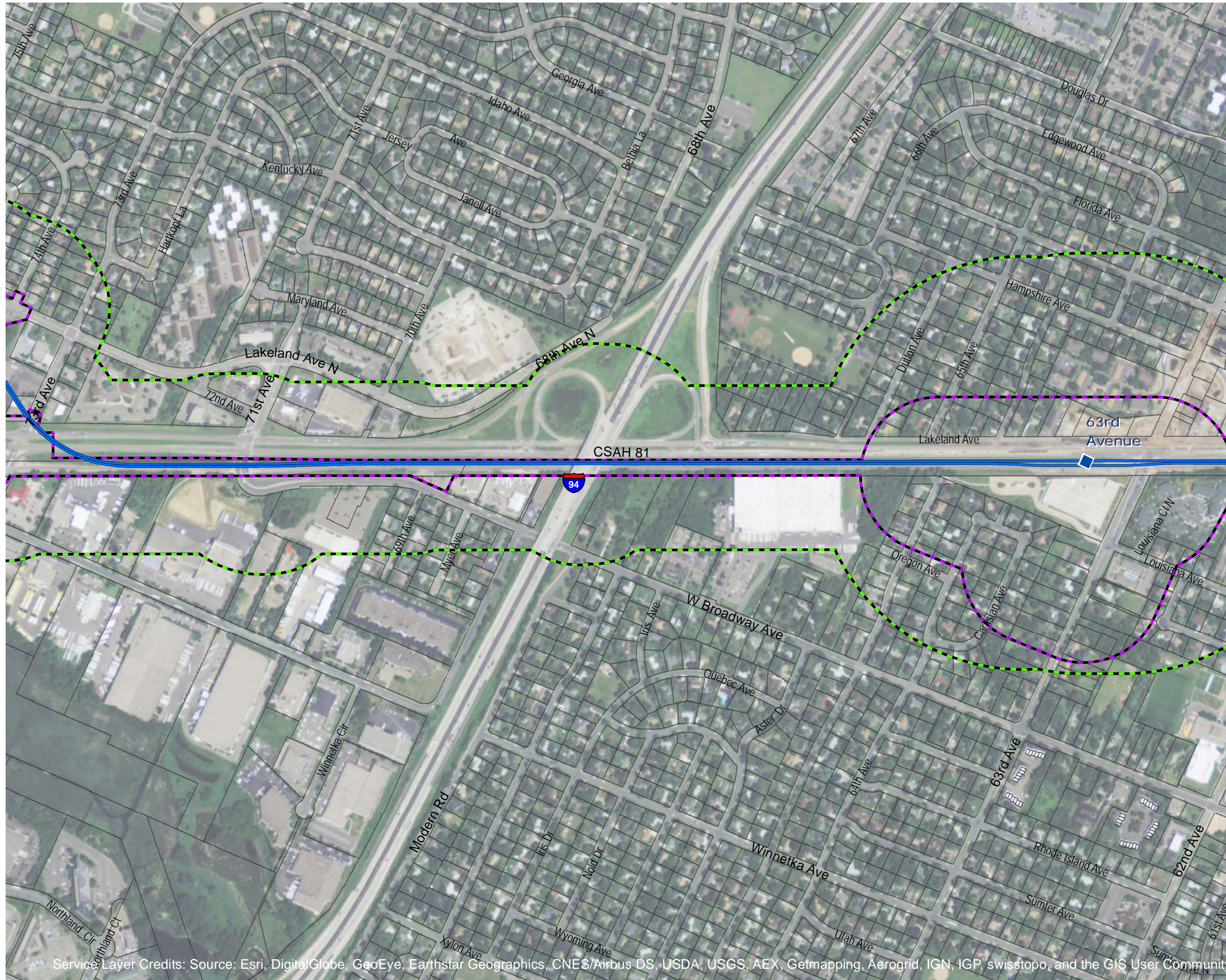
Source: HDR; Kimley Horn; MnDOT; 106 Group

Map Produced by 106 Group 3/31/2016

Figure 3

Blue Line Extension LRT
FEIS
Hennepin County, Minnesota

-  Archaeology Area of Potential Effect
-  Architecture/History Area of Potential Effect
-  BLRT Alignment



APE: Archaeology & Architecture/History




Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

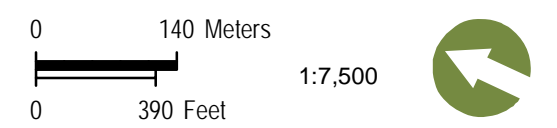
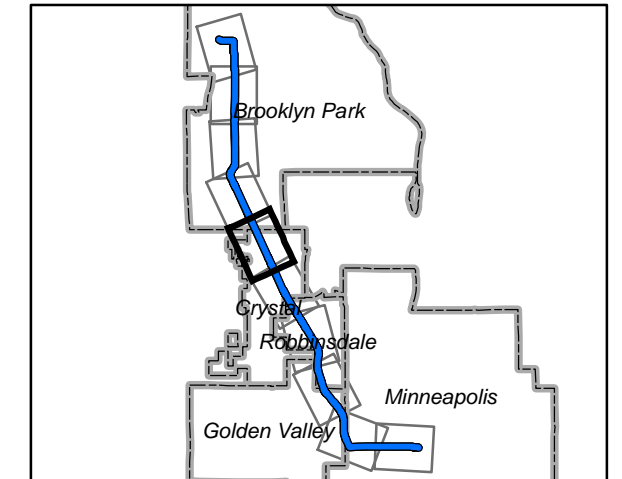
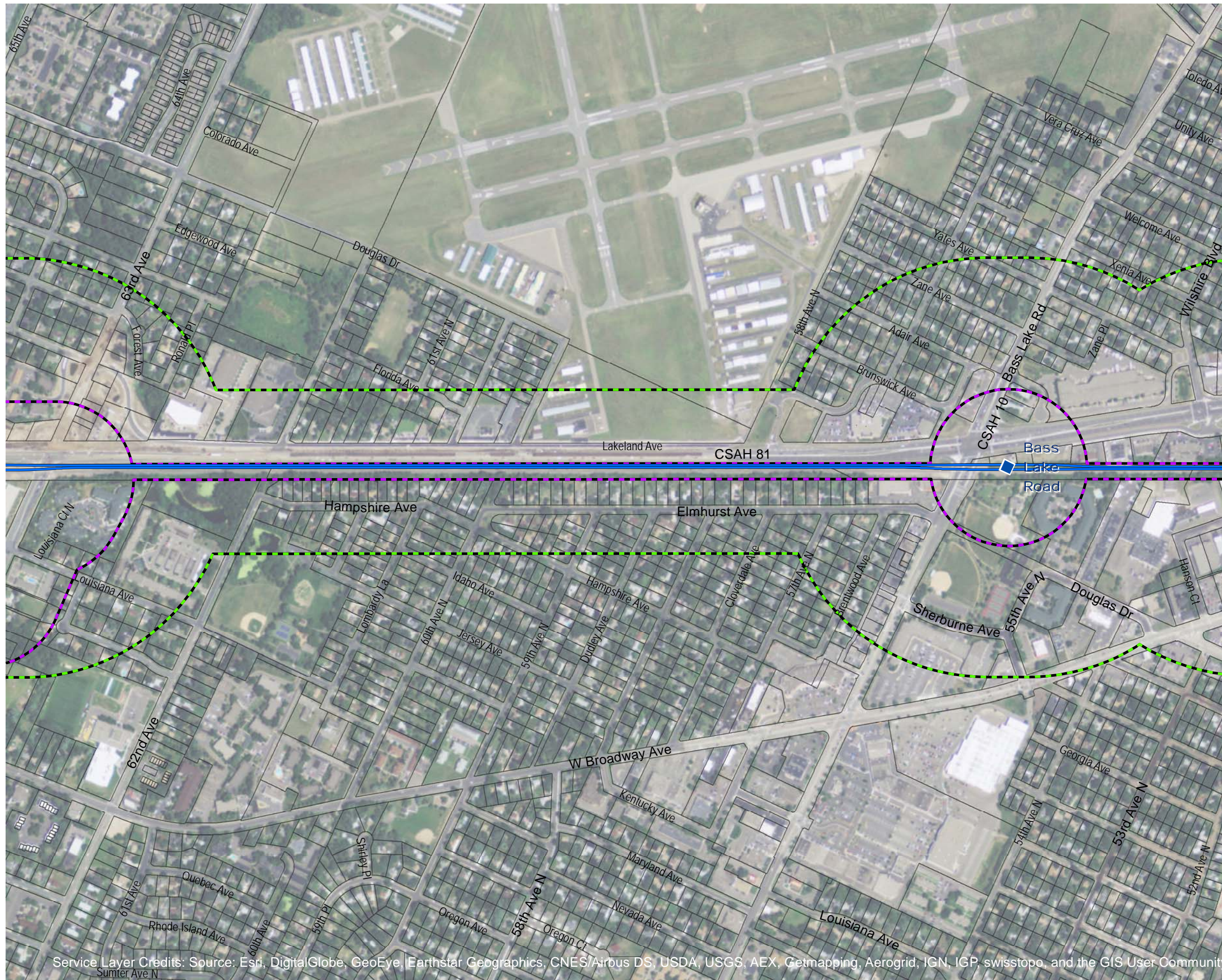
Source: HDR; Kimley Horn; MnDOT; 106 Group

Map Produced by 106 Group 3/31/2016

Figure 4

Blue Line Extension LRT
FEIS
Hennepin County, Minnesota




-  Archaeology Area of Potential Effect
-  Architecture/History Area of Potential Effect
-  BLRT Alignment

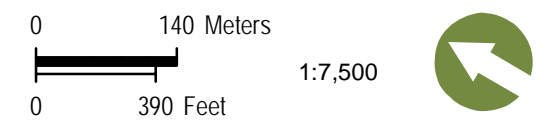
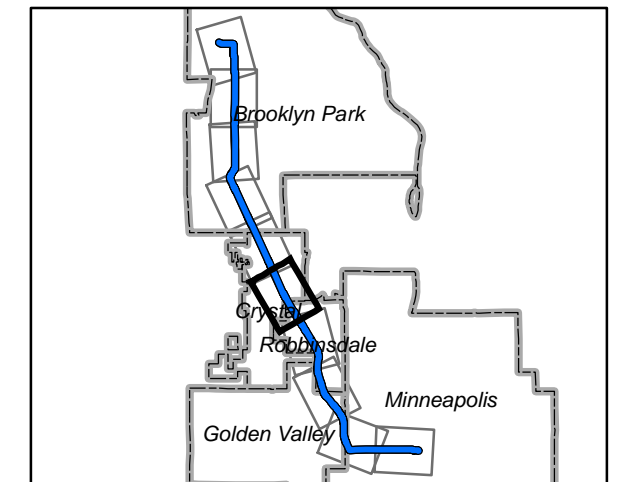


APE: Archaeology & Architecture/History

Figure 5

Blue Line Extension LRT
FEIS
Hennepin County, Minnesota

-  Archaeology Area of Potential Effect
-  Architecture/History Area of Potential Effect
-  BLRT Alignment



APE: Archaeology & Architecture/History




Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

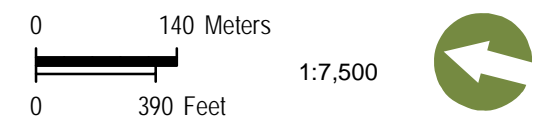
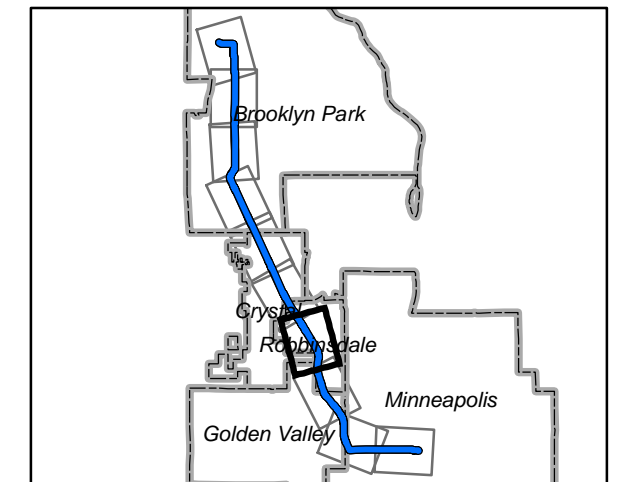
Source: HDR; Kimley Horn; MnDOT; 106 Group

Map Produced by 106 Group 3/31/2016

Figure 6

Blue Line Extension LRT
FEIS
Hennepin County, Minnesota

-  Archaeology Area of Potential Effect
-  Architecture/History Area of Potential Effect
-  BLRT Alignment



APE: Archaeology & Architecture/History




Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

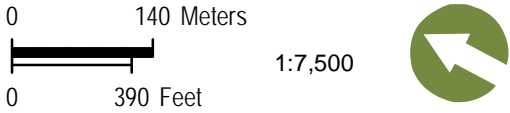
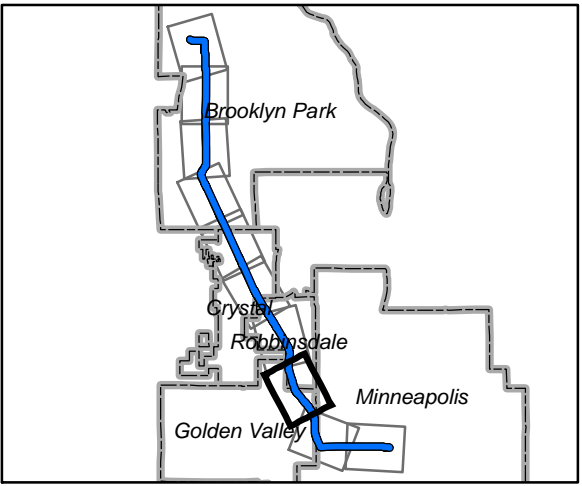
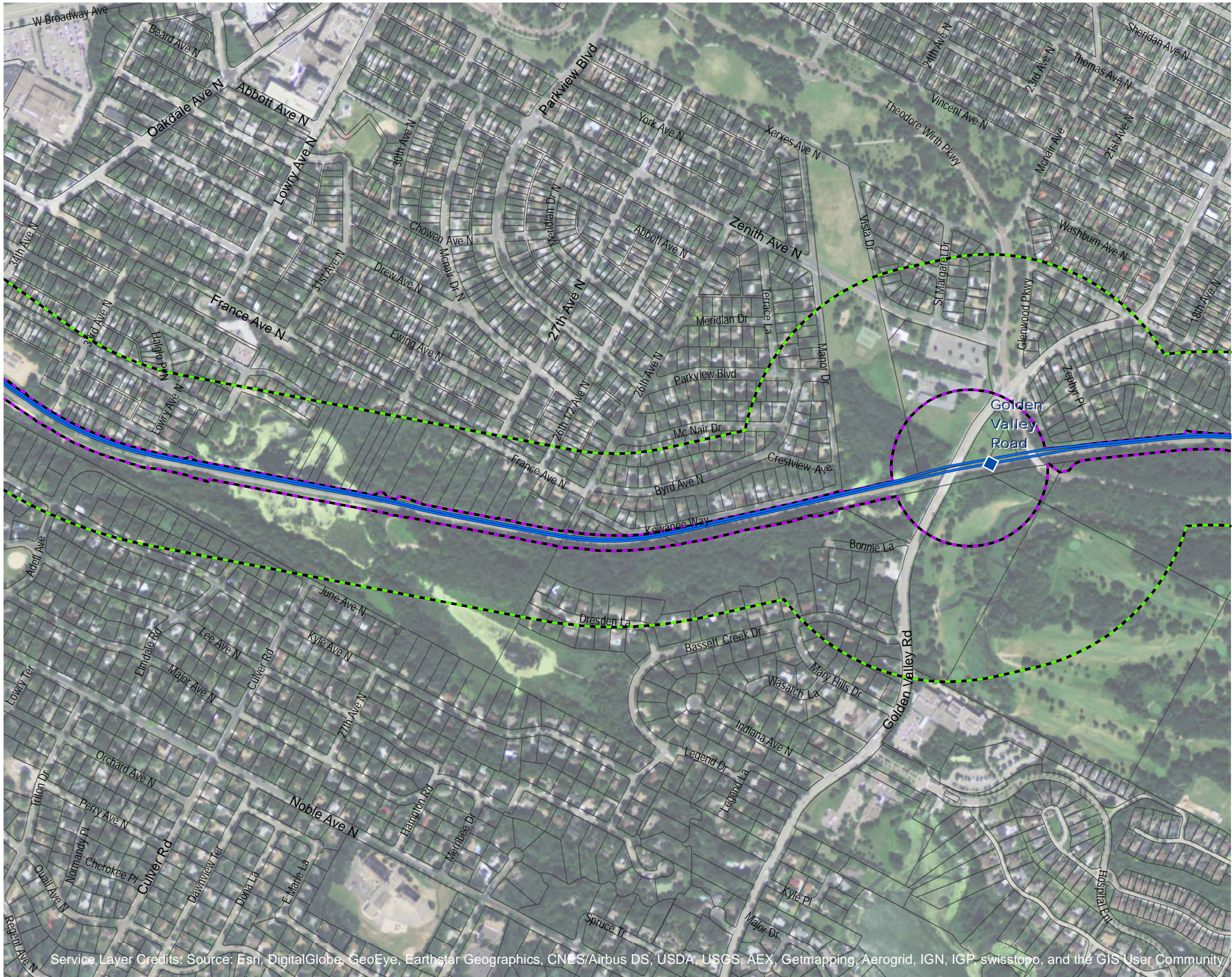
Source: HDR; Kimley Horn; MnDOT; 106 Group

Map Produced by 106 Group 3/31/2016

Figure 7

**Blue Line Extension LRT
FEIS
Hennepin County, Minnesota**

-  Archaeology Area of Potential Effect
-  Architecture/History Area of Potential Effect
-  BLRT Alignment



APE: Archaeology & Architecture/History




Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

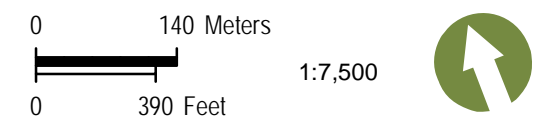
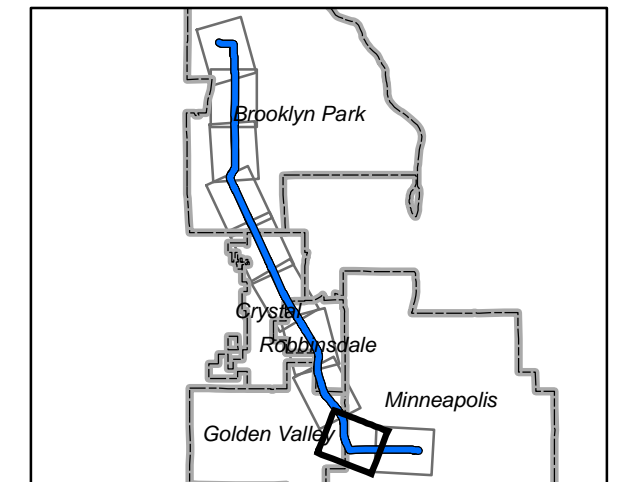
Source: HDR; Kimley Horn; MnDOT; 106 Group

Map Produced by 106 Group 3/31/2016

Figure 8

Blue Line Extension LRT
FEIS
Hennepin County, Minnesota

-  Archaeology Area of Potential Effect
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-  BLRT Alignment



APE: Archaeology & Architecture/History




Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

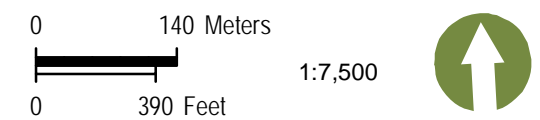
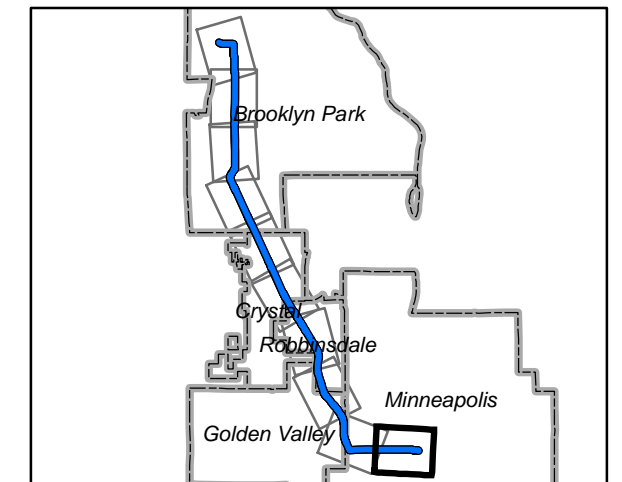
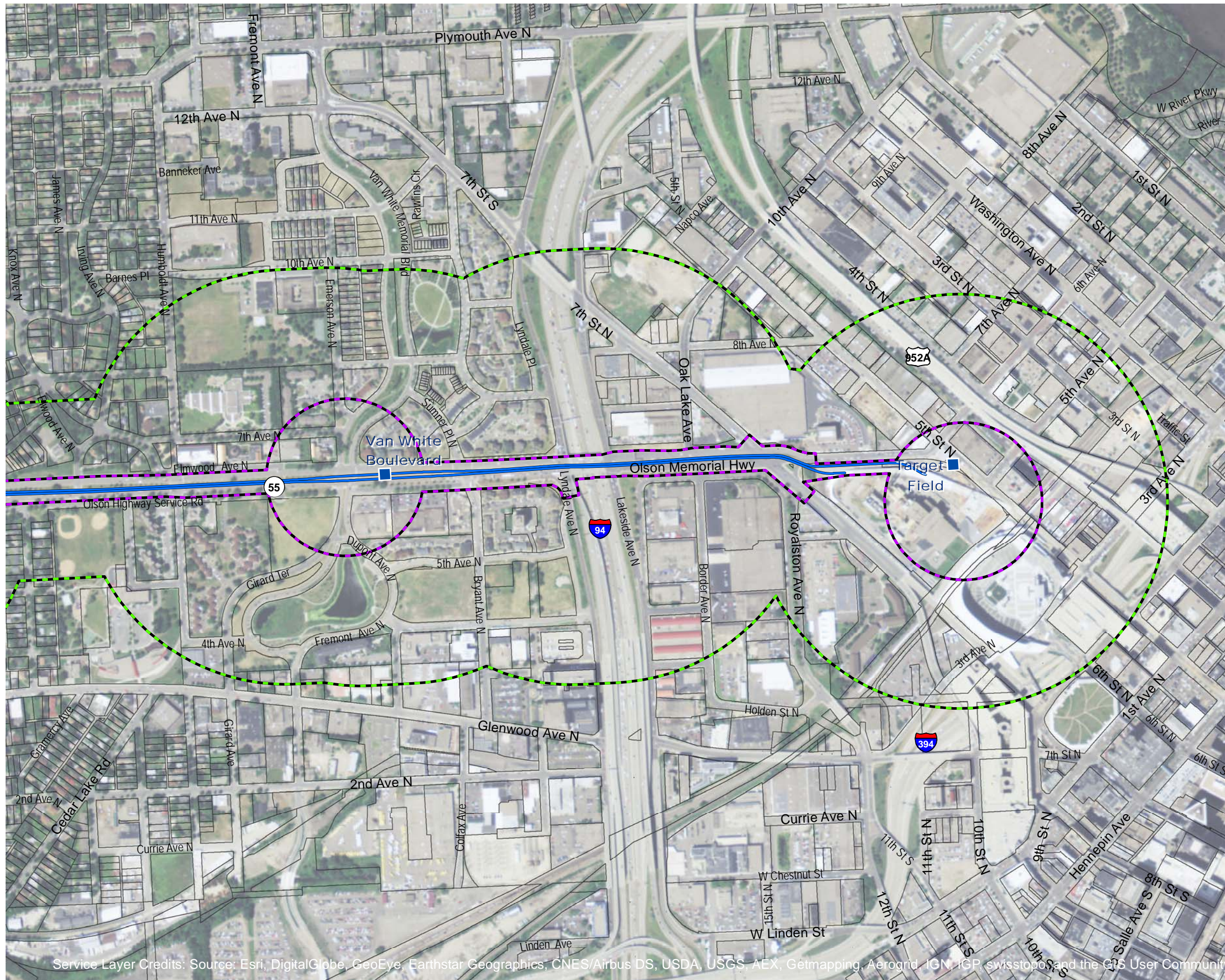
Source: HDR; Kimley Horn; MnDOT; 106 Group

Map Produced by 106 Group 3/31/2016

Figure 9

Blue Line Extension LRT
FEIS
Hennepin County, Minnesota

-  Archaeology Area of Potential Effect
-  Architecture/History Area of Potential Effect
-  BLRT Alignment



APE: Archaeology & Architecture/History

Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Source: HDR; Kimley Horn; MnDOT; 106 Group

Map Produced by 106 Group 3/31/2016

Figure 10

ATTACHMENT B

Properties Listed in and Determined Eligible for Listing in the National Register of Historic Places

Properties Listed in and Determined Eligible for Listing in the National Register of Historic Places

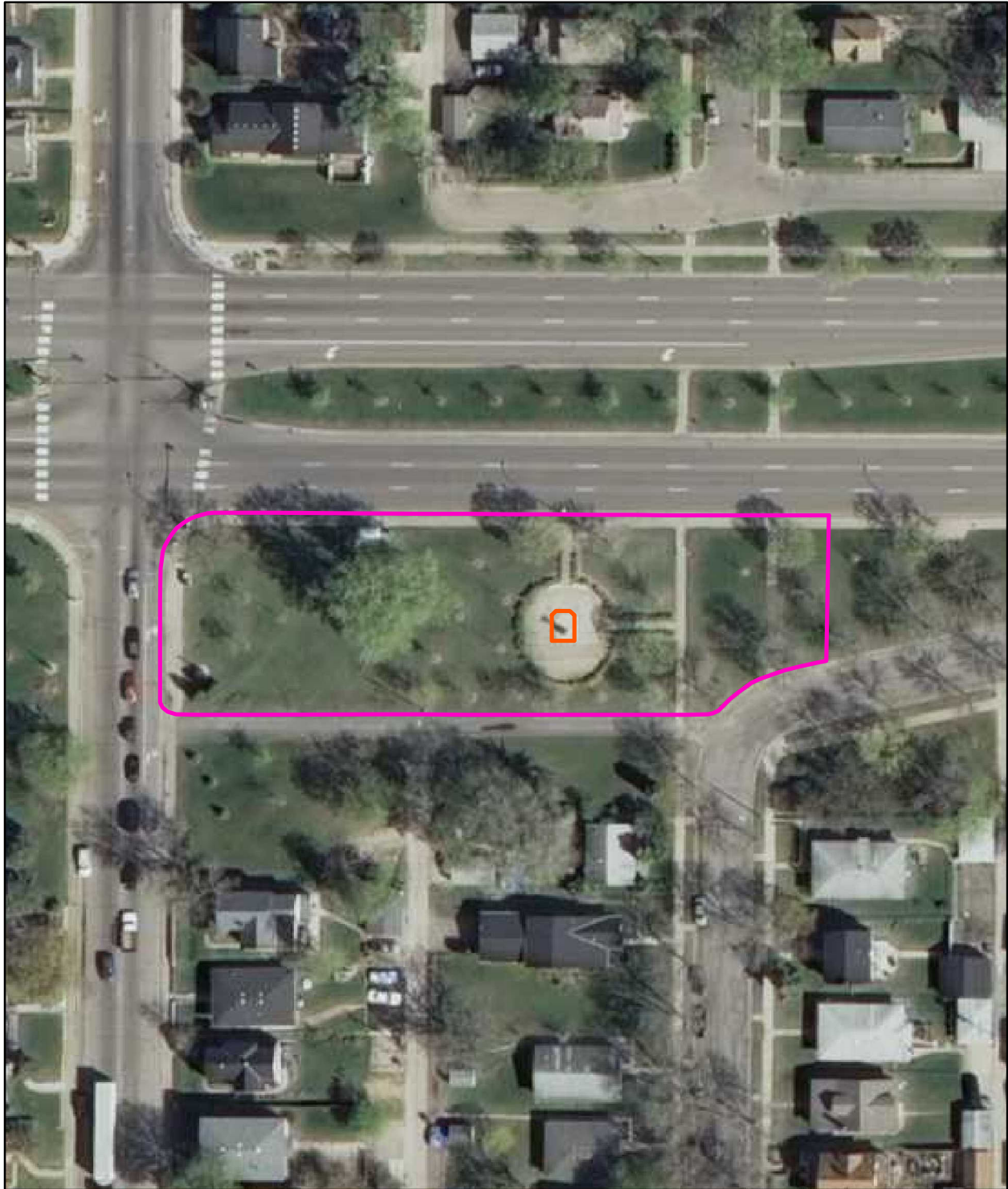
Inventory No.	Property Name	Address	City	NRHP Status	
				Indiv.	Hist. Dist.
<i>Historic Districts</i>					
XX-RRD-002, includes: HE-MPC-16389 HE-RBC-304 HE-CRC-0238 HE-BPC-0084	Osseo Branch of the St. Paul, Minneapolis & Manitoba Railroad / Great Northern Railway Historic District	—	Minneapolis, Golden Valley, Robbinsdale, Crystal, Brooklyn Park	—	Eligible
XX-RRD-010	St. Paul, Minneapolis & Manitoba Railroad / Great Northern Railway Historic District	—	Minneapolis	—	Eligible
HE-MPC-0441	Minneapolis Warehouse Historic District	Vicinity of 1 st Ave. N., N. 1 st . St., 10 th Ave. N., & N. 6 th St.	Minneapolis	—	Listed
HE-MPC-12101	Homewood Residential Historic District	Bounded by Penn Ave. N., Oak Park Ave., Xerxes Ave. N., & Plymouth Ave.	Minneapolis	—	Eligible
HE-CRC-199	Minneapolis & Pacific Rwy. / Soo Line Rwy. Historic District	—	Crystal	—	Eligible
HE-RBC-158	West Broadway Avenue Residential Historic District	W. Broadway Ave. between 42 nd Ave. N. and TH 100 & Lakeland Ave. between 42½ Ave. N. & 43 rd Ave. N.	Robbinsdale	—	Eligible
XX-PRK-001	Grand Rounds Historic District (GRHD)	—	Minneapolis, Golden Valley ⁵	—	Eligible
<i>Individual Resources</i>					
HE-GVC-0050	Bridge No. L9327	Theodore Wirth Pkwy. over Bassett's Creek	Golden Valley	Eligible	Eligible (GRHD)
HE-MPC-7553	Labor Lyceum	1800 Olson Memorial Hwy. (TH 55)	Minneapolis	Eligible	—
HE-MPC-8081	Sumner Branch Library	611 Emerson Ave. N.	Minneapolis	Listed	—
HE-MPC-8125	Northwestern Knitting Company Factory	718 Glenwood Ave.	Minneapolis	Listed	—
HE-MPC-8290	Wayman A.M.E. Church	1221 7 th Ave. N.	Minneapolis	Eligible	—
HE-MPC-9013	Floyd B. Olson Memorial Statue	Olson Memorial Highway (TH 55) at Penn Ave. N.	Minneapolis	Eligible	—
HE-RBC-024	Hennepin County Library, Robbinsdale Branch	4915 42 nd Ave. N.	Robbinsdale	Listed	—
HE-RBC-264	Jones-Osterhus Barn	4510 Scott Ave. N.	Robbinsdale	Eligible	—
HE-RBC-286	Robbinsdale Waterworks	4127 Hubbard Ave. N.	Robbinsdale	Eligible	—
HE-RBC-1462	Sacred Heart Catholic Church	4087 W. Broadway Ave.	Robbinsdale	Eligible	—

⁵ Cities listed only for portions of GRHD in the APE

ATTACHMENT C

Floyd B. Olson Memorial National Register of Historic Places Boundary and Setting

Floyd B. Olson Memorial NRHP Boundary





DATE: 3/29/2016



CULTURAL RESOURCES UNIT

Legend

-  NRHP Boundary (2016)
-  NRHP Boundary (old)




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Feet






















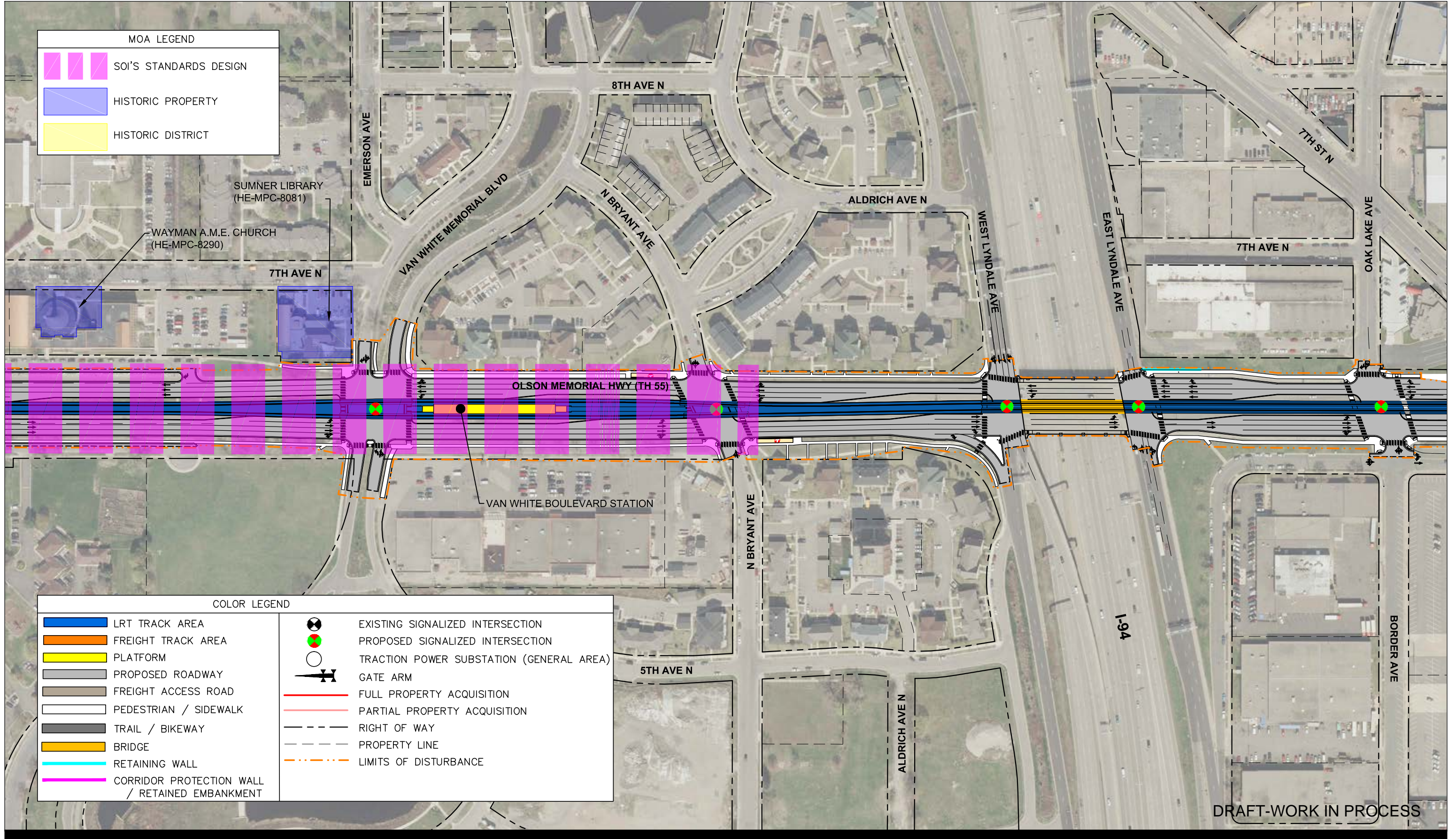
ATTACHMENT D

**Project Segments to be Designed in Accordance with the Secretary of the Interior's Standards for
the Treatment of Historic Properties**

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MOA LEGEND	
	SOI'S STANDARDS DESIGN
	HISTORIC PROPERTY
	HISTORIC DISTRICT

COLOR LEGEND			
	LRT TRACK AREA		EXISTING SIGNALIZED INTERSECTION
	FREIGHT TRACK AREA		PROPOSED SIGNALIZED INTERSECTION
	PLATFORM		TRACTION POWER SUBSTATION (GENERAL AREA)
	PROPOSED ROADWAY		GATE ARM
	FREIGHT ACCESS ROAD		FULL PROPERTY ACQUISITION
	PEDESTRIAN / SIDEWALK		PARTIAL PROPERTY ACQUISITION
	TRAIL / BIKEWAY		RIGHT OF WAY
	BRIDGE		PROPERTY LINE
	RETAINING WALL		LIMITS OF DISTURBANCE
	CORRIDOR PROTECTION WALL / RETAINED EMBANKMENT		



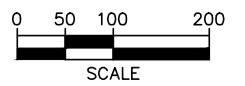
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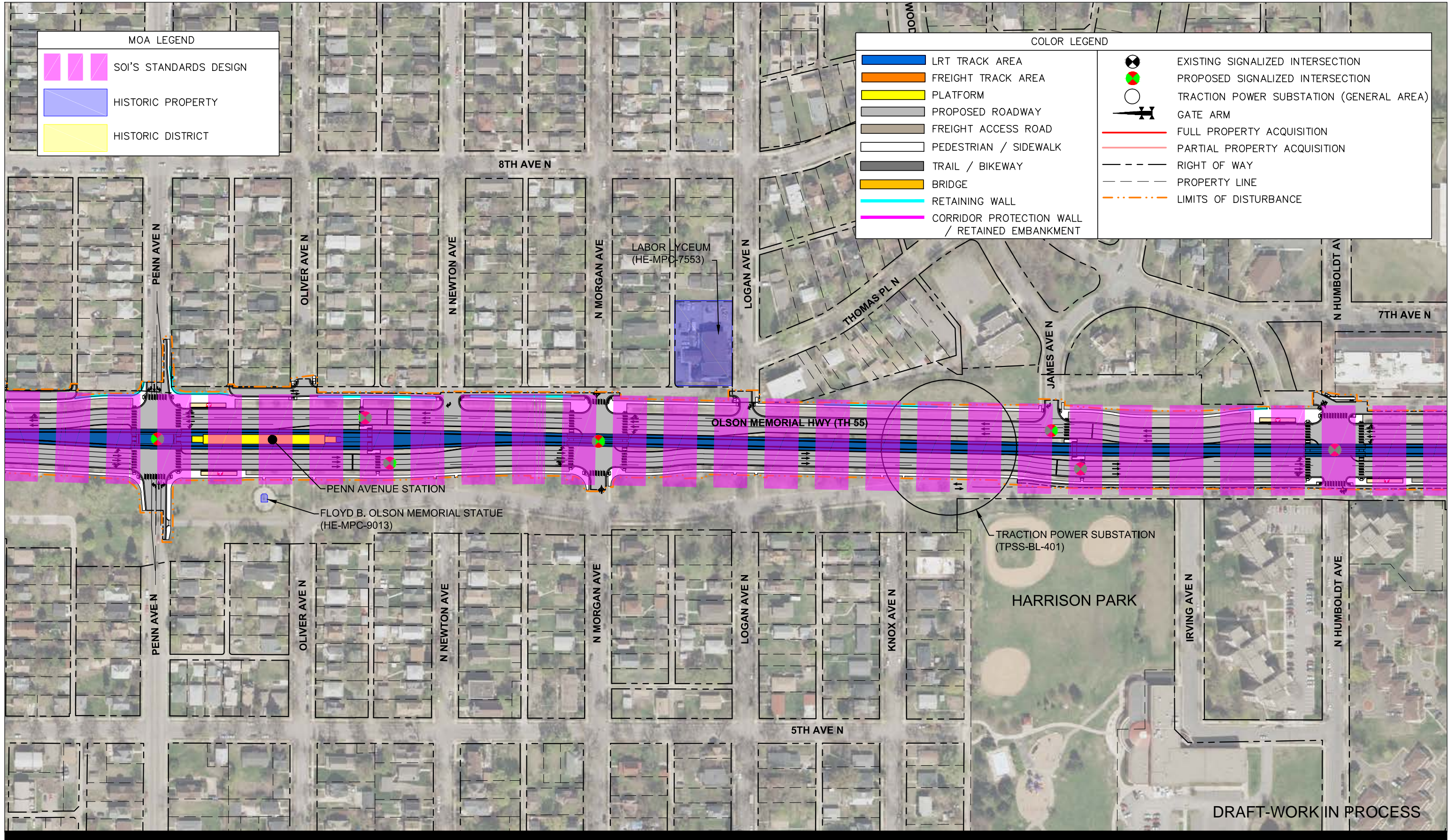
Kimley»Horn

BLUE LINE LRT EXTENSION

CITY OF MINNEAPOLIS
PROJECT ELEMENTS TO BE DESIGNED TO SOI'S STANDARDS
ATTACHMENT D



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MOA LEGEND	
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	HISTORIC PROPERTY
	HISTORIC DISTRICT

COLOR LEGEND	
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	FREIGHT TRACK AREA
	PLATFORM
	PROPOSED ROADWAY
	FREIGHT ACCESS ROAD
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	TRAIL / BIKEWAY
	BRIDGE
	RETAINING WALL
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	GATE ARM
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	PARTIAL PROPERTY ACQUISITION
	RIGHT OF WAY
	PROPERTY LINE
	LIMITS OF DISTURBANCE

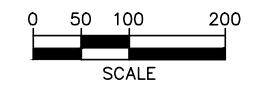
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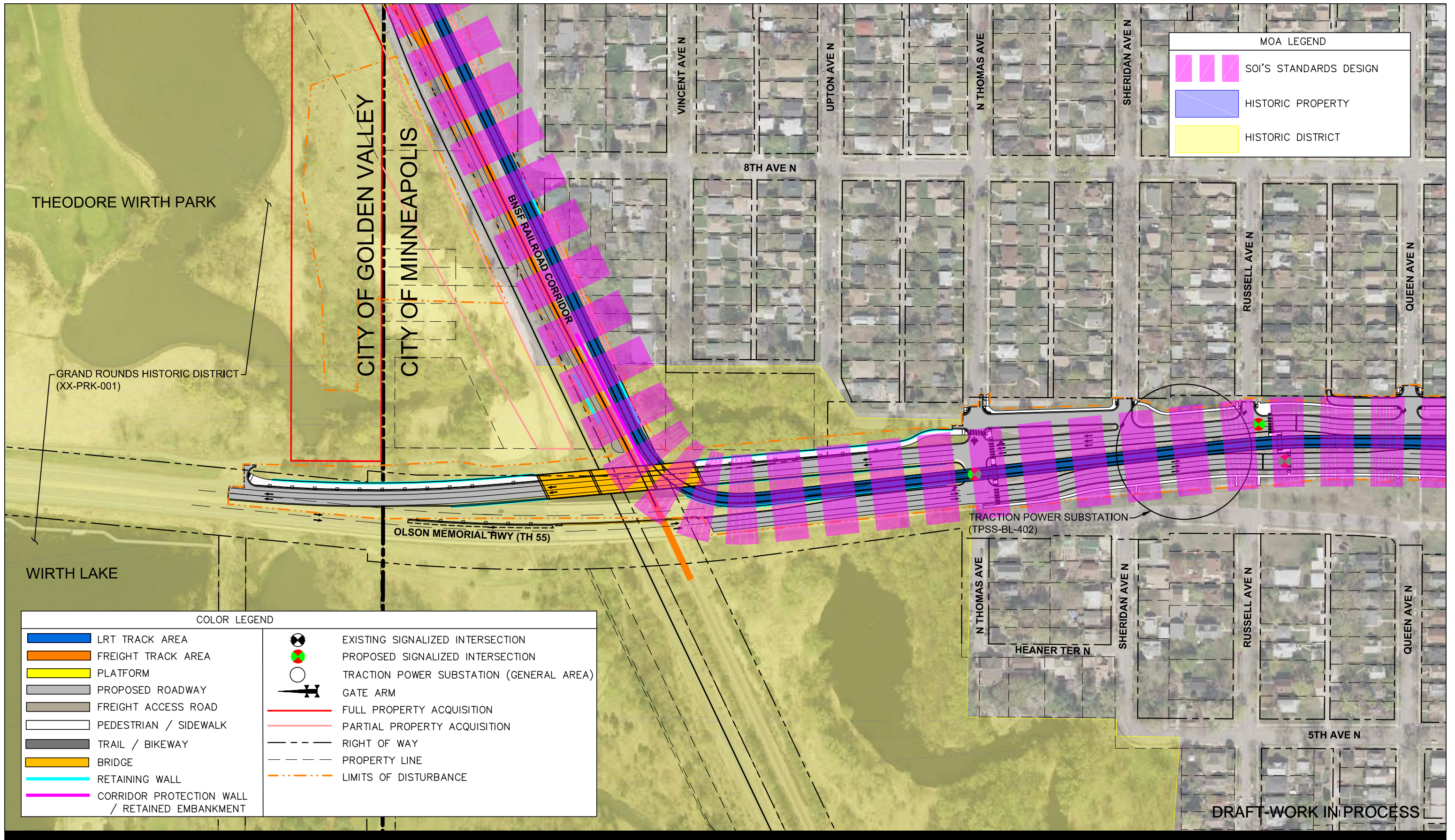
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BLUE LINE LRT EXTENSION

CITY OF MINNEAPOLIS
PROJECT ELEMENTS TO BE DESIGNED TO SOI'S STANDARDS
ATTACHMENT D



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MOA LEGEND

- SOI'S STANDARDS DESIGN
- HISTORIC PROPERTY
- HISTORIC DISTRICT

COLOR LEGEND

 LRT TRACK AREA	EXISTING SIGNALIZED INTERSECTION
 FREIGHT TRACK AREA	PROPOSED SIGNALIZED INTERSECTION
 PLATFORM	TRACTION POWER SUBSTATION (GENERAL AREA)
 PROPOSED ROADWAY	GATE ARM
 FREIGHT ACCESS ROAD	 FULL PROPERTY ACQUISITION
 PEDESTRIAN / SIDEWALK	 PARTIAL PROPERTY ACQUISITION
 TRAIL / BIKEWAY	 RIGHT OF WAY
 BRIDGE	 PROPERTY LINE
 RETAINING WALL	 LIMITS OF DISTURBANCE
 CORRIDOR PROTECTION WALL / RETAINED EMBANKMENT	

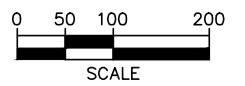
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Kimley»Horn





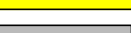



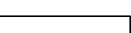


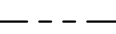

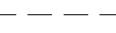





BLUE LINE LRT EXTENSION

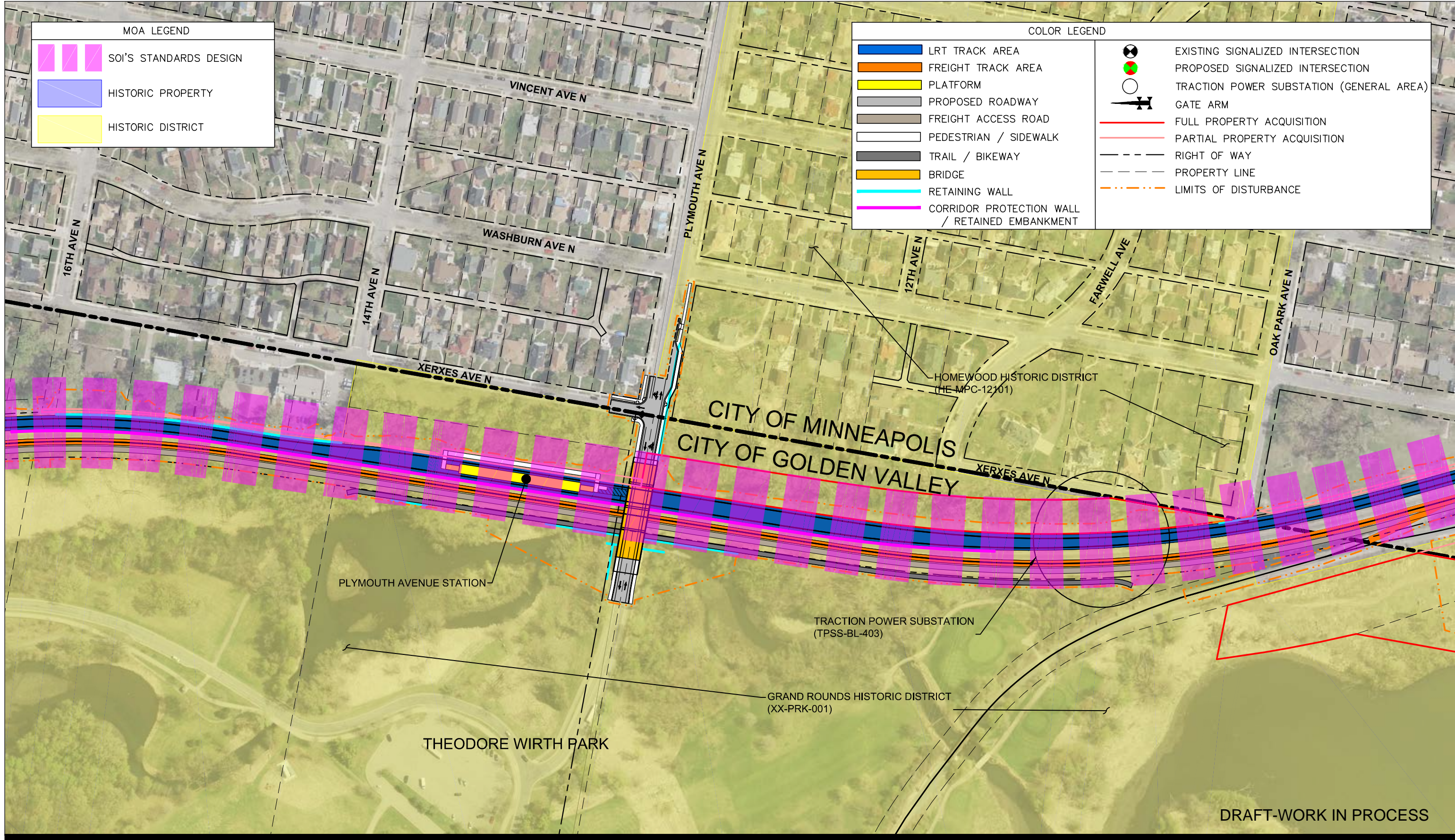
CITY OF MINNEAPOLIS
PROJECT ELEMENTS TO BE DESIGNED TO SOI'S STANDARDS
ATTACHMENT D



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	HISTORIC PROPERTY
	HISTORIC DISTRICT

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	FREIGHT TRACK AREA		PROPOSED SIGNALIZED INTERSECTION
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	FREIGHT ACCESS ROAD		FULL PROPERTY ACQUISITION
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	TRAIL / BIKEWAY		RIGHT OF WAY
	BRIDGE		PROPERTY LINE
	RETAINING WALL		LIMITS OF DISTURBANCE
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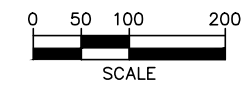
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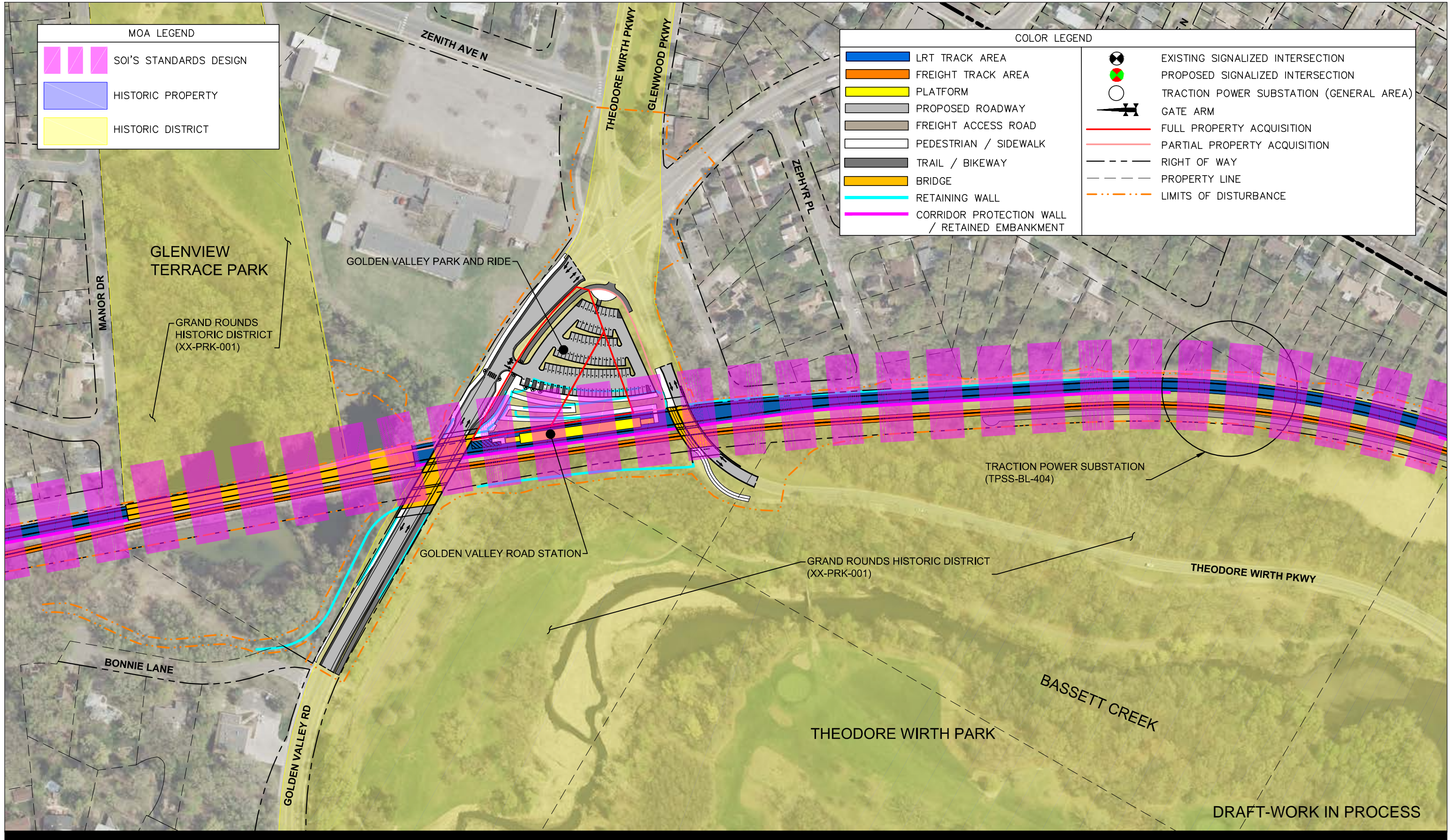
Kimley»Horn

BLUE LINE LRT EXTENSION

CITY OF GOLDEN VALLEY
PROJECT ELEMENTS TO BE DESIGNED TO SOI'S STANDARDS
ATTACHMENT D



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	HISTORIC PROPERTY
	HISTORIC DISTRICT

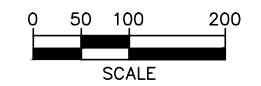
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	PLATFORM
	PROPOSED ROADWAY
	FREIGHT ACCESS ROAD
	PEDESTRIAN / SIDEWALK
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	PROPERTY LINE
	LIMITS OF DISTURBANCE

DRAFT-WORK IN PROCESS



BLUE LINE LRT EXTENSION

CITY OF GOLDEN VALLEY
PROJECT ELEMENTS TO BE DESIGNED TO SOI'S STANDARDS
ATTACHMENT D



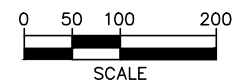
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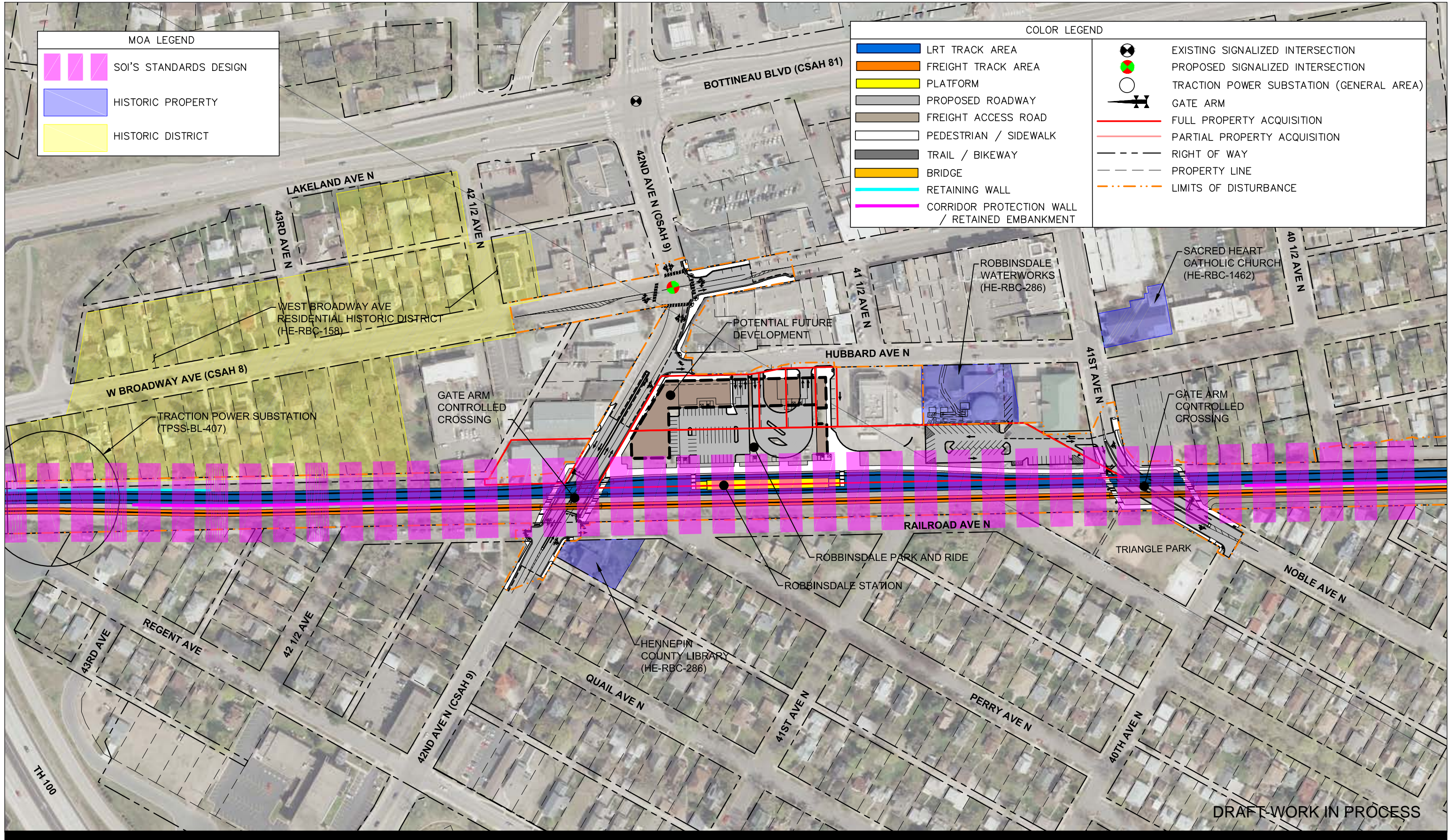
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BLUE LINE LRT EXTENSION

CITY OF GOLDEN VALLEY
PROJECT ELEMENTS TO BE DESIGNED TO SOI'S STANDARDS
ATTACHMENT D

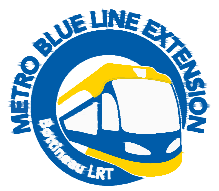


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	HISTORIC PROPERTY
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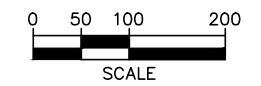
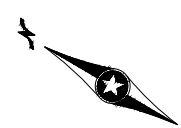
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	FREIGHT ACCESS ROAD
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Kimley»Horn














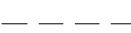





BLUE LINE LRT EXTENSION

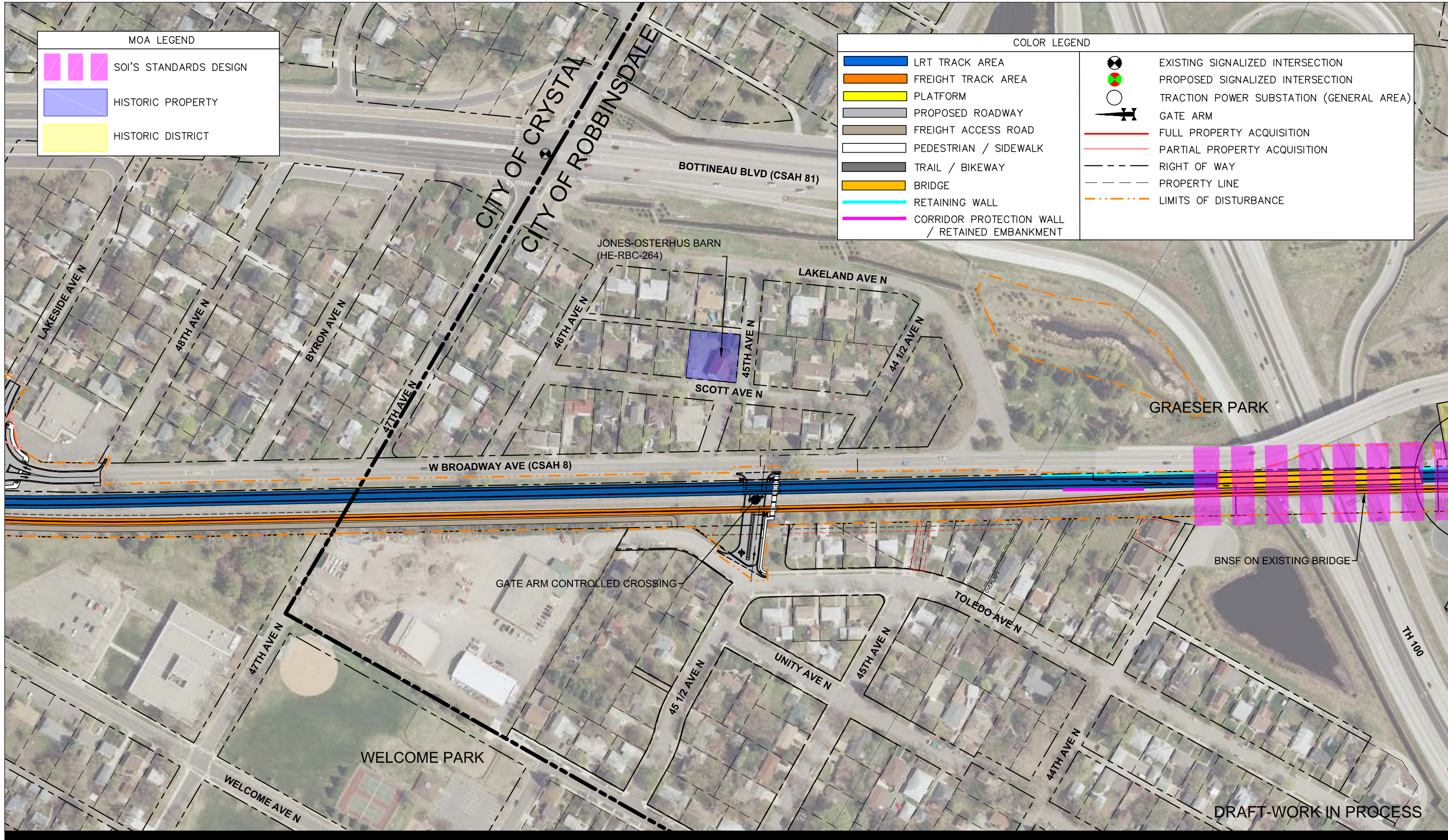
CITY OF ROBBINSDALE
PROJECT ELEMENTS TO BE DESIGNED TO SOI'S STANDARDS
ATTACHMENT D



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MOA LEGEND	
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	HISTORIC DISTRICT

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	CORRIDOR PROTECTION WALL / RETAINED EMBANKMENT		

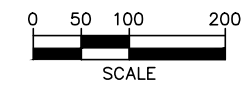
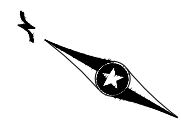


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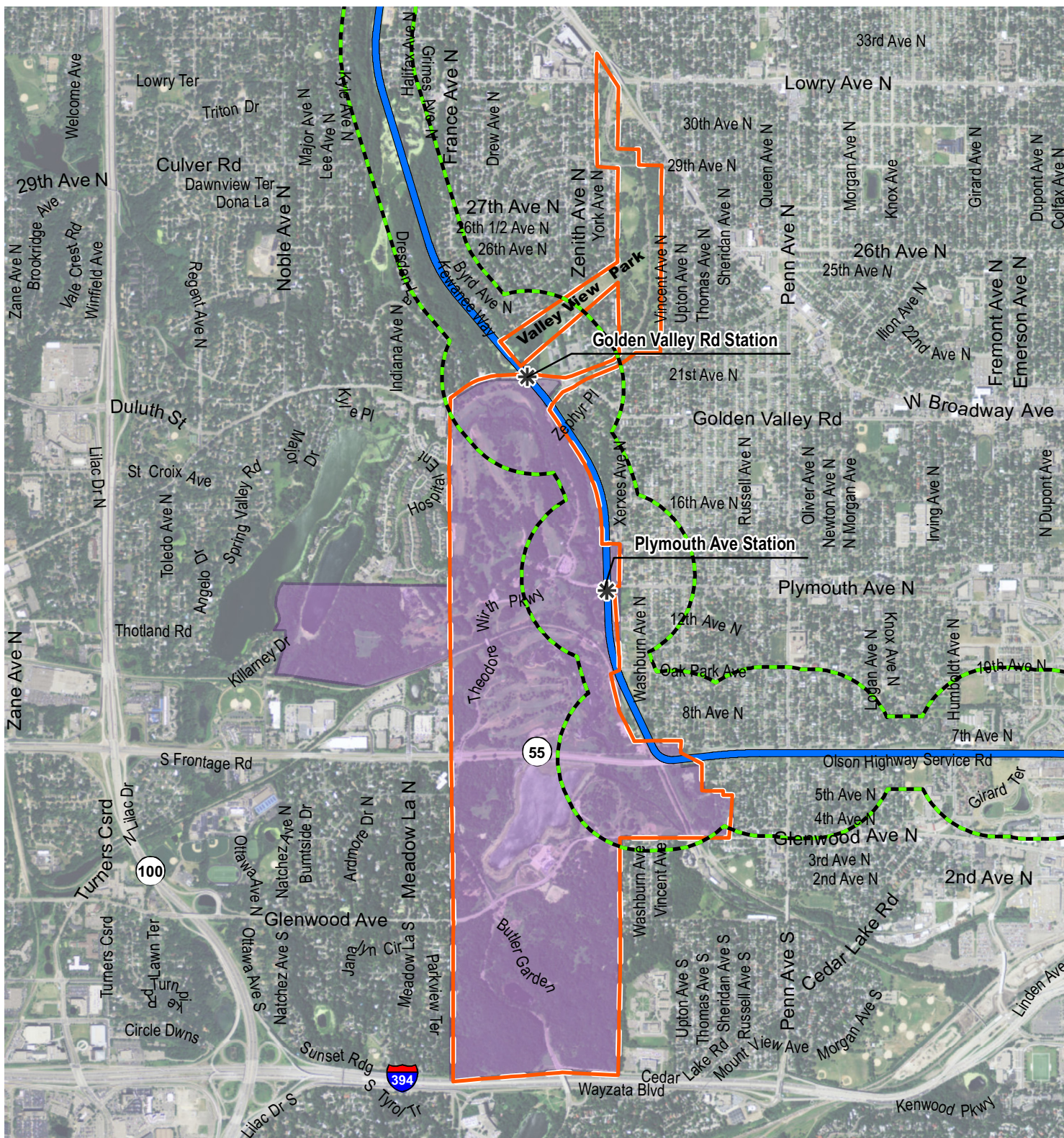
BLUE LINE LRT EXTENSION

CITY OF ROBBINSDALE
PROJECT ELEMENTS TO BE DESIGNED TO SOI'S STANDARDS
ATTACHMENT D



ATTACHMENT E

Grand Rounds Historic: Theodore Wirth Segment Plans Study Area Limits



Source: MnDOT; Hennepin County; City of Minneapolis; 106 Group

Map Produced by 106 Group 4/4/2016

Blue Line Extension LRT (BLRT)

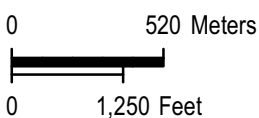
Section 106

Memorandum of Agreement

Minneapolis and Golden Valley, Minnesota

Grand Rounds Historic District Theodore Wirth Segment

- Proposed Alignment
- ✱ Proposed Station
- Architecture/History Area of Potential Effect
- Grand Rounds Historic District - Theodore Wirth Segment*
- Current Theodore Wirth Park Area



1:26,000



* The Grand Rounds Historic District boundary for the Theodore Wirth Segment reflects the currently documented period of significance to 1942. The boundary for the potential extended period of significance to 1975 may vary.

ATTACHMENT F

Minneapolis Park and Recreation Board Code of Ordinances, Chapter 11

Chapter 11 - PARK FACILITY CONSTRUCTION AND REDEVELOPMENT - COMMUNITY ENGAGEMENT^[13]

Footnotes:

--- (13) ---

Editor's note—Pk. Bd. Ord. No. 2011-103, § 1, adopted November 9, 2011, amended the title of Ch. 11 to read as herein set out. Prior to inclusion of said ordinance, Ch. 11 was titled, "Park Facility Construction and Redevelopment Public Participation."

PB11-1. - Definitions.

As used in this chapter the following terms shall mean:

Community Engagement: The opportunity for stakeholders to influence decisions that shape the park system, including the intentional effort to create public understanding of MPRB project, programs, and services, and to make certain the MPRB is aware of and responsive to stakeholder needs, concerns and industry trends. Interchangeable terms include: public participation, community involvement, and citizen participation.

Park facility construction and redevelopment: The development of new or redevelopment of existing facilities as approved and budgeted in a Capital Improvement Program for the Minneapolis Park and Recreation Board, including construction and redevelopment of facilities approved and budgeted through third party agreement. (Pk. Bd. Ord. No. 99-1010, § 1, 9-15-99; Pk. Bd. Ord. No. 2011-103, § 1, 11-9-11)

PB11-2. - Community Engagement Policy.

The Minneapolis Park and Recreation Board shall create, maintain, and regularly evaluate a community engagement policy that requires all park facility construction and redevelopment projects to have a community engagement plan. (Pk. Bd. Ord. No. 99-1010, § 1, 9-15-99; Pk. Bd. Ord. No. 2011-103, § 1, 11-9-11)

PB11-3. - Community Engagement Plan.

All park facility construction and redevelopment projects require a community engagement plan. The community engagement plan shall be developed in consultation with established neighborhood organizations. When possible, other representative community groups and under-represented groups shall be involved in the development of the plan. (Pk. Bd. Ord. No. 99-1010, § 1, 9-15-99; Pk. Bd. Ord. No. 2011-103, § 1, 11-9-11)

PB11-4. - Community Advisory Committee—Creation and Authority.

The Minneapolis Park and Recreation Board shall cause a community advisory committee to be created when recommended within a community engagement plan. The community advisory committee shall be balanced and representative of the interests impacted by the proposed park facility construction or redevelopment project. The community advisory committee shall have the authority to make recommendations to the designated Committee of the Board on the proposed park facility construction and redevelopment project. The Board of Commissioners shall have the authority to cause the creation

and approve the charge and composition of a community advisory committee for topics of its choosing. (Pk. Bd. Ord. No. 99-1010, § 1, 9-15-99; Pk. Bd. Ord. No. 2011-103, § 1, 11-9-11)

PB11-5. - Community Advisory Committee—Meetings and Recommendation.

All meetings shall be open to the public. Any person may appear and speak at a meeting either in person or by a duly appointed representative. Upon conclusion of public input, the community advisory committee shall announce its recommendation or shall lay the proposal over to a subsequent meeting. Records shall be kept on file at the Park Board office of attendance, meetings, agendas, handouts and committee actions. All recommendations of the community advisory committee shall be presented at the public hearing of the designated Committee of the Board. (Pk. Bd. Ord. No. 99-1010, § 1, 9-15-99; Pk. Bd. Ord. No. 2011-103, § 1, 11-9-11)

PB11-6. - Committee of the Board Public Hearing.

A Committee of the Board shall hold a public hearing on all project that include recommendations of a community advisory committee. The chair or acting chair may set the parameters of testimony to be received from interested parties. Any person may appear and testify at a hearing either in person or by a duly appointed representative. After reviewing the community advisory committee's recommendations and after the conclusion of public testimony, the Committee of the Board shall announce its decision or shall lay the matter over to a subsequent meeting. The Committee of the Board shall keep records of its public hearing and official actions. Decisions of the Committee of the Board shall be dated and forwarded to the full Board. (Pk. Bd. Ord. No. 99-1010, § 1, 9-15-99; Pk. Bd. Ord. No. 2011-103, § 1, 11-9-11)

PB11-7. - Community Advisory Committee Meeting and Public Hearing Notice.

The Minneapolis Park and Recreation Board shall create and maintain a notification process that addresses all community advisory committee meetings and public hearings for a project. This process shall require a ten (10) day notice of the first meeting in a newspaper of general circulation, of park councils and registered neighborhood groups and all owners of records of property located in whole or in part within three (3) city blocks of the project area. The notice shall comply with all other notice requirements of Minnesota's Open Meeting Law. Failure to give mailed notice to all affected parties, or defects in the notice, shall not invalidate the process or proceedings. (Pk. Bd. Ord. No. 99-1010, § 1, 9-15-99 ; Pk. Bd. Ord. No. 2011-103, § 1, 11-9-11)

PB11-8, PB11-9. - Reserved.

Editor's note— Pk. Bd. Ord. No. 2011-103, § 1, adopted November 9, 2011, repealed §§ PB11-8, PB11-9, which pertained to Full Park Board Hearing Notice and Public Hearing of Appeal. See also the Park Board Comparative Table.