



U.S. Department  
of Transportation  
**Federal Transit  
Administration**

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February 4, 2016

Sarah Beimers  
Minnesota Historic Preservation Office  
Minnesota Historical Society  
345 Kellogg Blvd. W.  
St. Paul, MN 55102

RE: Southwest Light Rail Transit Project, Hennepin County, Minnesota; Draft Memorandum of Agreement, SHPO #2009-0080

Dear Ms. Beimers,

We are writing to continue our consultation for the Southwest Light Rail Transit (LRT) Project (Project). Following standard practice, all Section 106 consulting parties for this Project are copied on this letter.

Enclosed please find a draft Memorandum of Agreement (MOA) for the Project for your review. The draft includes stipulations documenting measures identified through consultation with all consulting parties, including your office, over the last two years to avoid, minimize and mitigate adverse effects of the Project on historic properties listed in, or eligible for inclusion on, the National Register of Historic Places. The MOA also contains administrative stipulations for clarity in its implementation. ***We respectfully request that you please provide any comments on the draft MOA by March 7, 2016.*** During your review period, FTA, with assistance from MnDOT CRU, will hold a consultation meeting to: review the MOA with all consulting parties, answer questions, and reach agreement on its content, including the measures identified by SHPO and the MPRB to resolve adverse effects on MPRB-owned historic properties. The meeting is scheduled for February 25, 2016, at 1:30 p.m. – 3:30 p.m. at:

Southwest Light Rail Project Office  
6465 Wayzata Boulevard, Suite 500  
St. Louis Park, MN

If you have any questions, please contact Reggie Arkell at (312) 886-3704, [reginald.arkell@dot.gov](mailto:reginald.arkell@dot.gov), Maya Sarna at (202) 366-5811, [maya.sarna@dot.gov](mailto:maya.sarna@dot.gov), or myself.

Sincerely,

Marisol R. Simón  
Regional Administrator

RE: Southwest Light Rail Transit Project, Hennepin County, Minnesota; Draft Memorandum of Agreement,  
SHPO #2009-0080

Enclosures: Draft Section 106 MOA for the Southwest LRT Project

cc (via email): Reggie Arkell, Federal Transit Administration  
Maya Sarna, Federal Transit Administration  
Melissa Jenny, United States Army Corps of Engineers  
Brad Johnson, United States Army Corps of Engineers  
Greg Mathis, Minnesota Department of Transportation  
Nani Jacobson, Metropolitan Council  
David Jaeger, Hennepin County  
John Doan, Hennepin County  
Lori Creamer, City of Eden Prairie  
Jason Lindahl, City of Hopkins  
Brian Schaffer, City of Minneapolis  
John Byers, City of Minneapolis  
Julie Wischnack, City of Minnetonka  
Meg McMonigal, City of St. Louis Park  
Jennifer Ringold, Minneapolis Park and Recreation Board  
Michael Schroeder, Minneapolis Park and Recreation Board  
Bill Walker, Three Rivers Park District  
John Olson, St. Louis Park Historical Society  
Craig Westgate, Cedar-Isles-Dean Neighborhood Association  
Jeanette Colby, Kenwood Isles Area Association  
Tamara Ludt, Preservation Design Works

**MEMORANDUM OF AGREEMENT  
AMONG THE FEDERAL TRANSIT ADMINISTRATION, THE MINNESOTA HISTORIC  
PRESERVATION OFFICE, AND THE ADVISORY COUNCIL ON HISTORIC  
PRESERVATION REGARDING THE SOUTHWEST LIGHT RAIL TRANSIT (METRO  
GREEN LINE EXTENSION) PROJECT  
HENNEPIN COUNTY, MINNESOTA**

**WHEREAS**, the Metropolitan Council (COUNCIL) is proposing to construct the Southwest Light Rail Transit Project (PROJECT), an approximately 14.5-mile long double-track light rail transit line (LRT) located in dedicated right-of-way, with 16 stations, of which one is deferred, and one operations and maintenance facility, beginning at the connection with the METRO Green Line and METRO Blue Line LRT lines at the existing Interchange (Target Field) Station, in Minneapolis, and extending along a southwesterly alignment to connect the cities of Minneapolis, St. Louis Park, Hopkins, Minnetonka and Eden Prairie, 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 Section 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) the 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, 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 an 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 on or eligible for listing on 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 60 percent design plans (60% Plans), and MnHPO has concurred, that the construction of the PROJECT will have no adverse effect on the following twelve (12) historic properties: Minneapolis Warehouse Historic District; Osseo Branch of the St. Paul, Minneapolis & Manitoba Railroad / Great Northern Railway Historic District; Kenwood Parkway Residential Historic District (KPRHD); Kenwood Park (Grand Rounds Historic District [GRHD] element); Kenwood Parkway (GRHD and KPRHD element); Kenwood Water Tower (individual resource and GRHD element); Mac and Helen Martin House; Frieda and Henry J. Neils House; Mahalia and Zachariah Saveland House; Frank and Julia Shaw House; Hoffman Callan Building; and Hopkins City Hall; and

**WHEREAS**, FTA has found, based on the 60% Plans, and MnHPO has concurred, that the construction of the PROJECT will have no adverse effect on the following fourteen (14) historic properties, provided measures identified in the stipulations of this AGREEMENT are implemented: St. Paul, Minneapolis & Manitoba Railroad / Great Northern Railway Historic District; William Hood Dunwoody Industrial Institute; Lake of the Isles Residential Historic District (LIRHD); Lake Calhoun (GRHD element); Cedar Lake (GRHD element); Cedar Lake Parkway (GRHD element); Lake of the Isles (GRHD and LIRHD element); Lake of the Isles Parkway (GRHD and LIRHD element); Park Board Bridge No. 4 / Bridge No. L5729 (individual resource and GRHD and LIRHD element); Minikahda Club; Peavey-Haglin Experimental Concrete Elevator; Minneapolis & St. Louis Railway Depot; Hopkins Commercial Historic District; and Archaeological Site 21HE0409; and

**WHEREAS**, FTA has found, based on the 60% Plans, and MnHPO has concurred, that the construction of the PROJECT will have an adverse effect on the following five (5) historic properties: GRHD; Kenilworth Lagoon (GRHD and LIRHD element); Chicago, Milwaukee, St. Paul & Pacific Railroad Depot; Archaeological Site 21HE0436; and Archaeological Site 21HE0437; and

**WHEREAS**, upon initiation of the Section 106 process for the PROJECT, and in accordance with 36 CFR § 800.2(c)(2)(ii), FTA notified the Shakopee Mdewakanton Sioux Community, the Prairie Island Indian Community, the Lower Sioux Indian Community, the Upper Sioux Indian Community, the Fort Peck Tribes, the Santee Sioux Nation and the Sisseton-Wahpeton Oyate, 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 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 CRU is responsible for assisting the FTA in completing the Section 106 process, and will be providing technical assistance to the PROJECT to complete the terms and conditions of this AGREEMENT, and therefore MnDOT is an invited signatory to this AGREEMENT; and

**WHEREAS**, FTA, MnDOT CRU, and the COUNCIL have consulted with Hennepin County; the Cities of Eden Prairie, Minnetonka, Hopkins, St. Louis Park and Minneapolis; the Minneapolis Heritage Preservation Commission (HPC) and the Eden Prairie HPC; the Minneapolis Park and Recreation Board (MPRB); the Three Rivers Park District; the St. Louis Park Historical Society; the Cedar-Isles-Dean Neighborhood Association; and the Kenwood Isles Area Association regarding the effects of the PROJECT on historic properties, 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, 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**, the FTA, MnHPO, and the ACHP 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 the 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. 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 preferable and will be considered to the extent feasible. The review and findings of effects for the 60% 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. Design Review of PROJECT Elements that need to meet the *Secretary of the Interior's (SOI's) Standards for the Treatment of Historic Properties* (36 CFR § 68) and Design Review.

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, and in the vicinity of, the historic properties listed below shall be designed in accordance with the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68).

- Minneapolis & St. Louis Railway Depot and environs (from a point beginning 600 feet west along the PROJECT alignment from the western boundary of the depot property and eastward along the PROJECT alignment to include the entirety of Bridge 27C10 - LRT bridge over Excelsior Boulevard and the Twin Cities & Western Railroad line and its eastern approach).
- Chicago, Milwaukee, St. Paul & Pacific Railroad Depot and environs (from a point beginning 600 feet west along the PROJECT alignment from the western boundary of the depot property and extending eastward along the PROJECT alignment to a point 500 feet east along the PROJECT alignment from the eastern boundary of the depot property).
- GRHD: Chain of Lakes Segment, and environs (from a point beginning 600 feet west along the PROJECT alignment from the southern right-of-way limit of the Cedar Lake Parkway crossing and extending eastward along the PROJECT alignment to a point 600 feet east along the PROJECT alignment from the northern boundary of Kenilworth Lagoon where it is crossed by the PROJECT). Elements in this area shall also include the LRT tunnel portals, freight rail realignment and related infrastructure, and landscaping.
- St. Paul, Minneapolis, & Manitoba Railroad / Great Northern Railway Historic District, Minneapolis, and environs (from a point beginning at the western limits of the Cedar Lake Trail improvements at the Penn Station, and including the Penn Station, and extending eastward along the PROJECT alignment to the point where the PROJECT alignment passes the northern edge of the intersection of North 12th Street and Holden Street North).

- William Hood Dunwoody Industrial Institute and environs (from a point beginning at the eastern limits of the PROJECT improvements on and along Dunwoody Boulevard, and extending westward along Dunwoody Boulevard to where the eastbound bridge of Interstate 394 passes over the boulevard).

The purpose of this requirement is to 1) avoid adverse effects to the Minneapolis & St. Louis Railway Depot; St. Paul, Minneapolis & Manitoba Railroad / Great Northern Railway Historic District; and William Hood Dunwoody Industrial Institute; and 2) minimize effects, including adverse effects, to the Chicago, Milwaukee, St. Paul & Pacific Railroad Depot and the Grand Rounds Historic District, including the Kenilworth Lagoon.

- B. Design Review of PROJECT Elements that do not need to meet the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68).

PROJECT elements in the vicinity of the historic properties listed below do not need to be developed in accordance with the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68), but require the following specifications:

- Peavey-Haglin Experimental Concrete Elevator – Location for the proposed TPSS in the vicinity of the elevator to confirm that the location does not change, or if it changes, that the final location of the TPSS does not cause an adverse effect to the property.
- GRHD: Lake Calhoun – Design of the street improvements adjacent to Lake Calhoun (Lake Calhoun Playing Fields) to confirm that there is no change in design, or if there is a change in the final design, it will not cause an adverse effect to the property.
- Archaeological Site 21HE0436 and Archaeological Site 21HE0437 interpretation at the Royalston Station – Location and physical design (not interpretative content) of the interpretation measures of the archaeological sites required by Stipulation V.B.i.a-b of this AGREEMENT.

## II. PRE-CONSTRUCTION DESIGN REVIEW PROCESS

MnDOT CRU shall review and compare the PROJECT's 90% design plans (90% Plans) and 100% design plans (100% Plans), as well as any modifications to the approved 100% Plans, prior to the start of construction, as described in Subparagraph C of this stipulation with the PROJECT's approved 60% Plans.

- A. If MnDOT CRU determines that there are no substantive changes, defined as design variations resulting in a change of effect to a historic property, they will inform FTA. If FTA agrees, it will issue a notice to MnHPO that the reviews were completed and that no substantive changes were identified, and therefore, no further Section 106 review is needed and that the findings made based on the PROJECT's 60% Plans remain valid.

- B. If MnDOT CRU identifies substantive changes, as defined in Subparagraph A of this stipulation, MnDOT CRU will make a recommendation on the effects of the design changes on the historic property to FTA. If FTA agrees that there is a change of effect to a historic property, FTA will consult with MnHPO and the concurring parties on the changes to the PROJECT and 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 will issue a notice to MnHPO and the concurring parties.
  - ii. If FTA makes an Adverse Effect finding, the PROJECT will follow the measures outlined in Stipulation III of this AGREEMENT.
- C. If, after the completion of 100% Plans, the COUNCIL modifies the PROJECT prior to the start of 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. If there are substantive changes that would result in a new and/or additional adverse effect, FTA shall consult with MnHPO and the concurring parties in accordance with Stipulations II.B.i and III of this AGREEMENT.

### **III. RESOLUTION OF ADDITIONAL ADVERSE EFFECTS**

- A. If FTA finds there is an additional adverse effect through the processes described in Stipulations II and XII.C of this AGREEMENT, FTA will consult with MnHPO and the concurring parties in accordance with 36 CFR § 800.6 to avoid and/or minimize the adverse effect. MnHPO and the consulting parties shall have thirty (30) calendar days to provide comments on any FTA findings made under Stipulation II of this AGREEMENT and ten (10) calendar days to provide comments on any FTA findings made under Stipulation XII. If it is determined that the adverse effect cannot be avoided, FTA will consult with MnHPO, other concurring parties to this AGREEMENT, and the public, as appropriate, to develop a mitigation plan for the historic property, taking into account the nature and scale of the adverse effect. Any newly identified consulting parties will be invited to sign the AGREEMENT as concurring parties.
- i. The mitigation plan shall be developed within forty-five (45) calendar days of any adverse effect finding made under Subparagraph A of this stipulation. FTA will provide a copy of the draft mitigation plan to MnHPO and other concurring parties. MnHPO and the concurring parties shall have thirty (30) calendar days to provide comments on any mitigation plan prepared prior to the initiation of PROJECT construction and ten (10) calendar days to provide comments on any mitigation plan prepared during PROJECT construction.

- a. If the MnHPO and other concurring parties do not provide comments during the review periods specified in Subparagraph A.i of this Stipulation, FTA shall move forward with the mitigation plan as provided.
- b. FTA and the COUNCIL shall take into account any comments provided by MnHPO and concurring parties during the review period specified in Subparagraph A.i of this Stipulation in the development of a final mitigation plan. The mitigation plan will be final upon acceptance by FTA and MnHPO. Concurring parties will receive copies of all final mitigation plans and may also be invited to concur in mitigation plans.

#### **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 assistance from 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 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: Minikahda Club; Peavey-Haglin Experimental Concrete Elevator; Chicago, Milwaukee, St. Paul & Pacific Railroad Depot; Minneapolis & St. Louis Railway Depot; Archaeological Site 21HE0409; and the following elements of the GRHD: Cedar Lake, Cedar Lake Parkway, Kenilworth Lagoon, and Lake of the Isles.
  - 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).
    - 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: Chicago, Milwaukee, St. Paul & Pacific Railroad Depot; Peavey-Haglin Experimental Concrete Elevator; Minneapolis & St. Louis Railway Depot; and the intact portions of the

GRHD: Kenilworth Lagoon's WPA Rustic style retaining walls that are located outside of the construction limits for the PROJECT's crossing of the lagoon.

- 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.
  - 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 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. Limiting Closure of the GRHD: Kenilworth Lagoon. The CPP shall include a detailed schedule for construction and staging activities that will occur within the boundaries of this historic property.
- i. The schedule shall be developed in consultation with MnHPO and the MPRB, and shall seek to minimize, to the extent feasible, the duration of any closure(s) of the GRHD: Kenilworth Lagoon waterway to recreational users during PROJECT construction.
    - a. The waterway shall be closed to recreational users only during the removal of the two (2) existing wood bridges and the construction of the three (3) new bridges, including any related infrastructure across the historic property.
    - b. The construction schedule for the work in and across the waterway shall seek to limit closures during periods of peak use, as identified by the MPRB, of the GRHD: Kenilworth Lagoon.
    - c. Upon completion of specific construction activities requiring waterway closures, access for park users shall be restored within seven (7) calendar days. The COUNCIL shall notify MPRB when access to park users will be restricted, to maintain public safety, beyond the timeframe identified in this paragraph, and identify the reasons for the extended closure. The reasons for the extended closure and its duration will be posted on the PROJECT website.
    - d. The COUNCIL shall reinstate access to the GRHD: Kenilworth Lagoon during any periods of inactivity exceeding fourteen (14) calendar days. The COUNCIL shall notify MPRB when access to the Kenilworth Lagoon will be restricted, to maintain public safety, beyond the timeframe identified in this paragraph, and identify the reasons for the extended closure. The reasons for the extended closure and its duration will be posted on the PROJECT website.
- D. Unexpected discoveries. The CPP shall include a plan for the unexpected discovery of archaeological remains. The plan for unexpected discoveries shall be developed in accordance with Stipulation XII of this AGREEMENT.
- E. The draft CPP, including all measures identified in Subparagraphs A through D 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 if their suggestions are viable to

incorporate, FTA shall consult with the COUNCIL, MnHPO and the concurring parties as per the terms of Stipulation XIII 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 a thirty (30) calendar day review and concurrence that must be completed prior to the initiation of PROJECT construction.

- F. Before PROJECT construction activities begin (defined as demolition activities and earthwork, and construction of PROJECT infrastructure and related improvements) in the vicinity of the historic properties subject to this stipulation, the COUNCIL 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.
- G. The COUNCIL will 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 X of this AGREEMENT.

## V. **ARCHAEOLOGICAL SITES 21HE0436 AND 21HE0437**

### A. Phase III Data Recovery

- i. Prior to the start of PROJECT construction, as defined in Stipulation IV of this AGREEMENT, in the vicinity of Archaeological Sites 21HE0436 and 21HE0437, the COUNCIL shall complete a Phase III Data Recovery of both sites.
  - a. The COUNCIL will ensure that the Phase III data recovery is carried out under the direct supervision of a qualified historical archaeologist meeting the *SOI's Professional Qualifications Standards* (36 CFR § 61) for archaeology. Direct supervision entails developing the Data Recovery Plan, conducting the field work, doing a majority of the laboratory analysis, and the majority of the writing of the report, especially the results.
  - b. All archaeological field work and documentation shall be completed in accordance with the *SOI's Guidelines for Archaeological Documentation* and the guidelines of the Minnesota Office of the State Archeologist (OSA), MnHPO and MnDOT CRU.
  - c. The cost of curation shall be borne by the PROJECT. The COUNCIL will work with MnHPO to identify a repository for curation that shall meet Federal repository standards established under 36 CFR § 79.9, and as outlined on the Minnesota Historical Society's (MNHS) web site: <http://www.mnhs.org/collections/archaeology/curation.php>.
  - d. Newly identified information about Sites 21HE0436 and 21HE0437 gained through the Phase III Data Recovery shall be incorporated into the interpretation required by Subparagraph B of this stipulation.

### B. Interpretation of the Archaeological Sites at Royalston Station



- i. The COUNCIL shall incorporate site interpretation of 21HE0436 and 21HE0437 into the design of the Royalston Station. The interpretation shall be based on the results of the Phase II evaluation completed for both sites during the historic property identification stage of the PROJECT and the Phase III excavation of both sites required by Subparagraph A of this stipulation. Interpretation to be incorporated into the Royalston Station and related PROJECT improvements shall include:
  - a. Up to eight (8) double-sided panels, four (4) on each platform, which will be approximately one foot, six inches (1'6") by three feet, six inches (3'6") in size. MnHPO and the concurring parties have agreed on the size, number, and location of the panels prior to the signing of this AGREEMENT. Based on panel theme, content should include various combinations of text, historical content (e.g. photographs, maps, atlases and other materials), and modern graphics (photographs, maps, depictions of artifacts uncovered, etc.). The content of the panels shall be finalized after the completion of the Phase III Data Recovery.
  - b. Interpretation of the actual location of elements of the archaeological sites (e.g. building footprints/foundations and/or locations of significant finds) may be incorporated into the ground surfaces of the station and/or other PROJECT improvements in the vicinity of the station. Because the design could create ADA or future maintenance concerns, the COUNCIL will present the proposed design to the City of Minneapolis. The City of Minneapolis will have approval authority over the design of elements on City of Minneapolis owned property. If no design can be developed that incorporates the location of archaeological site elements due to lack of approval by the City of Minneapolis, FTA shall notify the MnHPO of the reasons for the City of Minneapolis' rejection of the design, and no additional mitigation shall be required for this adverse effect.
- ii. The COUNCIL, with the assistance of MnDOT CRU, will develop an interpretative plan for the interpretation in conformance with the *Standards and Practices for Interpretive Planning from the National Association for Interpretation (NAI)* and *Creating Outdoor Trail Signage* technical leaflets.<sup>1</sup> The team preparing the content of the interpretation and identification of the location of the in-ground interpretation shall include a qualified historical archaeologist who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for archaeology, and an interpretative planner certified by the National Association for Interpretation (NAI) as a Certified Interpretative Planner.

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<sup>1</sup> 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. A draft interpretative plan shall be prepared that includes themes for the interpretation, as well as draft text and graphics for the interpretative panels, and a draft design for the ground surface interpretation. MnDOT CRU shall review the draft interpretative plan for sufficiency and forward it with a recommendation to FTA for review. If FTA determines the draft plan is sufficient, it will submit the plan to MnHPO, the Minneapolis HPC, and the City of Minneapolis. MnHPO, the Minneapolis HPC, and the City of Minneapolis shall have thirty (30) calendar days to provide comments on the draft plan.
- b. A final interpretative plan shall be prepared that includes the final content and layout of the interpretative panels, and the final design of the ground surface interpretation. As feasible, the final plan shall incorporate any recommendations made by MnHPO, the Minneapolis HPC, or the City of Minneapolis on the draft plan. MnDOT CRU shall review the final interpretative concept 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 XIII of this AGREEMENT.
- iii. The content of the interpretive panels shall be developed into a webpage and placed on **HOST TO BE DETERMINED** website in order to make it accessible to the general public. MnHPO and other agencies can link to MnDOT CRU's webpage.

## VI. CHICAGO, MILWAUKEE, ST. PAUL & PACIFIC RAILROAD DEPOT

- A. In order to avoid adverse visual effects to the Chicago, Milwaukee, St. Paul & Pacific Railroad Depot from a noise wall included in the 60% Plans for the PROJECT upon which the Final Determination of Effect was made, the COUNCIL shall implement the following design measures:
  - The crossover tracks between the east and westbound LRT tracks, including the proposed switches and signal bungalow, which are shown on the PROJECT's 60% Plans as being located directly in front (north) of the Chicago, Milwaukee, St. Paul & Pacific Railroad Depot property, will be relocated to 3,420 feet west (center point-to-center point) along the PROJECT alignment from the original proposed location near the depot.
  - The beginning point of the eastern end of the noise wall shown on the PROJECT's 60% Plans as beginning directly in front of (north), near the east end of the Chicago, Milwaukee, St. Paul & Pacific Railroad Depot will be shifted at least 240 feet west of the originally proposed starting point to allow for a direct visual connection to be maintained between the depot and the adjacent railroad corridor in which the PROJECT will be constructed.

- i. The relocated crossover and the revised design for the noise wall shall be incorporated into the 90% Plans and Final Plans that shall be reviewed in accordance with Stipulations I.A and II of this AGREEMENT.
- ii. Prior to completing the 100% Plans, FTA, the COUNCIL, and MnDOT CRU will continue consultation with MnHPO and the concurring parties, as appropriate, on the design of the noise walls within in the vicinity of the Chicago, Milwaukee, St. Paul & Pacific Railroad Depot, as identified in Stipulation I.B of this AGREEMENT.

## VII. GRAND ROUNDS HISTORIC DISTRICT

- A. GRHD: Kenilworth Lagoon Noise Mitigation. The COUNCIL shall, with the assistance of the MnDOT CRU, design and construct noise mitigation to mitigate the adverse noise effect on the GRHD: Kenilworth Lagoon. The noise mitigation will consist of a parapet wall and rail damper on the LRT-bridge over the waterway, and extending beyond its ends. The final design of the wall will be determined as PROJECT designs are finalized, but it must mitigate the noise impact to a level of no residual noise impact. The design of the noise mitigation shall be reviewed in accordance with Stipulation II of this AGREEMENT.
- B. Additional Design Consultation. Prior to completing the 100% Plans, FTA, the COUNCIL, and MnDOT CRU will continue consultation with MnHPO and the concurring parties, as appropriate, on the design of the PROJECT elements in and within in the vicinity of the Grand Rounds Historic District, as identified in Stipulation I.B of this AGREEMENT.
- C. GRHD: Kenilworth Lagoon WPA Rustic Style Retaining Walls. The COUNCIL shall rehabilitate / reconstruct the retaining walls identified on Attachment C to minimize and mitigate the adverse effect on this property. The work shall be done in accordance with the *SOI's Standards for the Treatment of Historic Properties* (36 CFR § 68), and the National Park Service's (NPS) Preservation Brief 2: *Repointing Mortar Joints in Historic Masonry Buildings* and Preservation Tech Notes: *Masonry 4: Non-destructive Evaluation Techniques for Masonry Construction*.
  - i. Construction Plans. The COUNCIL shall prepare construction plans that include documentation of the existing walls; specifications on how to dismantle the section shown in orange on Attachment C; and construction plans and specifications for the reconstruction / rehabilitation work. The team preparing the plans shall include an architect who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for historic architect and a civil engineer with at least five (5) years of experience working with historic structures. The COUNCIL shall submit the draft plans to MnHPO and MPRB for review. MnHPO and MPRB shall have thirty (30) calendar days to provide comments. As feasible, the final plan shall incorporate any recommendations made by MnHPO and MPRB. If any of the recommendations are not feasible to incorporate into the final plan, the COUNCIL shall provide an explanation to MnHPO and MPRB. The COUNCIL shall obtain MnHPO concurrence on the final plans before initiating PROJECT construction within the Kenilworth Lagoon. If agreement cannot be reached on the plans, the COUNCIL shall notify FTA and

- FTA shall consult with the MnHPO and MPRB as per the terms of Stipulation XIII of this AGREEMENT.
- ii. Treatments. The portions of the walls shown in orange on Attachment C shall be documented, deconstructed, with the stone salvaged, and reconstructed; the portions shown in green shall be rehabilitated. Stone that has fallen off the walls into the waterway shall be reclaimed and used to complete the work. The reconstruction/rehabilitation work shall be a single construction effort that will occur with construction work in the Kenilworth Lagoon and finished before PROJECT construction is completed.
- D. Plans for Grand Rounds Historic District: Canal System. The COUNCIL, with assistance from MnDOT CRU, shall collaborate with MnHPO and MPRB to prepare guidance for future preservation activities within the portion of the GRHD: Canal System, including adjacent parkland, extending from the north end of Lake Calhoun to the east end of Cedar Lake, and including the entirety of the Lake of the Isles Park and Kenilworth Lagoon elements (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 E]). 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 not be limited to, retaining walls, shorelines (land-water interfaces), lighting, signage, circulation dividers, circulation systems (e.g. parkway paving), bridges, 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.
- E. 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 before commencing revenue service operations of the PROJECT. The COUNCIL shall also seek MPRB acceptance of the final plans; however, MPRB acceptance 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 XIII of this AGREEMENT.

## **VIII. HOPKINS COMMERCIAL HISTORIC DISTRICT**

- A. National Register of Historic Places Nomination
  - i. The COUNCIL, with the assistance of MnDOT CRU and in consultation with MnHPO, shall have a qualified consultant prepare a NRHP nomination form, in conformance with the guidelines of the NPS, for the Hopkins Commercial Historic District. The nomination shall be prepared by a historian and/or architectural historian who meets the *SOI's Professional Qualifications Standards* (36 CFR § 61) for history and/or architectural history, and who has successfully completed previous NRHP nominations for historic districts.
    - a. The COUNCIL, with the assistance of MnDOT CRU, shall prepare the draft NRHP nomination form and submit it to MnHPO for review. MnHPO shall have sixty (60) calendar days to provide comments. The final NRHP nomination form shall incorporate any recommendations made by MnHPO. As needed, multiple drafts may be required and MnHPO shall have thirty (30) calendar days to provide comments on each subsequent draft. The COUNCIL shall complete the final NRHP nomination form and supporting documentation, and receive MnHPO concurrence before the PROJECT commences revenue service operations.
    - b. Actual nomination of the historic district to the NRHP will be at the discretion of MnHPO and will follow the established procedures of the NPS (36 CFR § 60). In accordance with 36 CFR § 60.6(g), property owners will be given the opportunity to object to listing their property in the NRHP.

**B. Public Education**

- i. Prior to initiating revenue service operations of the PROJECT, the COUNCIL shall provide the City of Hopkins, owners of historic properties in the Hopkins Commercial Historic District, and MnHPO with copies of the NRHP nomination for the district and information on historic preservation tax incentives that are available to NRHP listed properties.
  - a. In the quarterly report required by Stipulation X of this AGREEMENT and immediately following the conclusion of the public education effort, the COUNCIL shall provide a brief summary of the public education effort and a list of historic properties identified.

**IX. STANDARDS**

- A. All work carried out pursuant to this AGREEMENT will 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 will be developed and implemented pursuant to Stipulation XIII of this AGREEMENT.
- B. FTA shall ensure that all activities carried out pursuant to this AGREEMENT will 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.

**X. 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.

## **XI. COORDINATION WITH OTHER FEDERAL REVIEWS**

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 will provide copies of all requests of this type to MnHPO.

## **XII. 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, as defined in Stipulation IV of this AGREEMENT, the COUNCIL shall prepare as part of the CPP required by Stipulations IV and IV.D of this AGREEMENT a plan for the unexpected discovery of historic properties.
- 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. If there are substantive changes that would result in a new and/or additional adverse effect and/or requiring a revision to the PROJECT's APE, FTA shall consult with MnHPO and the concurring parties in accordance with Stipulations III of this AGREEMENT.
- 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, or have been affected in an unanticipated adverse manner, all ground-disturbing activities will 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 will immediately notify the COUNCIL of the discovery and implement interim measures to protect the discovery from damage, looting, and vandalism, including but not limited to protective fencing and covering of the discovery with appropriate materials. The COUNCIL will inform MnDOT CRU. If

reasonably convenient and appropriate, the contractor, COUNCIL, and MnDOT CRU 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.

i. Non-Human Remains.

- a. The COUNCIL, with assistance from MnDOT CRU, will 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 will inform MnHPO and any Indian tribes that may attach religious and cultural significance to 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 the 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 will have the final authority in determining if the remains are human. The COUNCIL, with assistance from MnDOT CRU, will 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 will 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, the FTA will 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 National Register criteria and is not a historic property, and the MnHPO concurs, FTA will have no further obligations in regards to the property, and construction activities can resume.
  - ii. For all properties determined eligible for the NRHP, FTA will make a finding of effect.
    - a. If the finding is of 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, will 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 will 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 field work 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).

### **XIII. 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 will 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 will 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 the 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. The ACHP will provide FTA with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. 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 ACHP, signatories, invited signatories and concurring parties, and provide the parties with a copy of the written response. FTA will then proceed according to its final decision.

**XIV. 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 the FTA anticipates that the terms of the AGREEMENT will not be completed within this timeframe, it will 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 the FTA elects to continue with the undertaking, the 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. The 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 to agree on amendments or other actions that would avoid termination. If the AGREEMENT is terminated and the FTA elects to continue with the undertaking, the FTA will reinitiate review of the undertaking in accordance with 36 CFR § 800.

**XV. IMPLEMENTATION**

- A. This AGREEMENT may be implemented in counterparts, with a separate page for each signatory or party. This AGREEMENT will 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 will ensure each party is provided with a fully executed copy of the AGREEMENT and that the final AGREEMENT, updates to appendices, and any amendments are filed with the ACHP.
- B. Execution of this AGREEMENT by FTA, MnHPO, and ACHP and implementation of its terms is evidence that the 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  
AMONG THE FEDERAL TRANSIT ADMINISTRATION,  
THE MINNESOTA HISTORIC PRESERVATION OFFICE, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
SOUTHWEST LIGHT RAIL TRANSIT (METRO GREEN LINE EXTENSION) PROJECT  
HENNEPIN COUNTY, MINNESOTA**

**SIGNATORY**

FEDERAL TRANSIT ADMINISTRATION

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

**SIGNATURE PAGE**

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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
SOUTHWEST LIGHT RAIL TRANSIT (METRO GREEN LINE EXTENSION) PROJECT  
HENNEPIN COUNTY, MINNESOTA**

**SIGNATORY**

MINNESOTA HISTORIC PRESERVATION OFFICE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Barbara M. Howard, Deputy State Historic Preservation Officer

**SIGNATURE PAGE**

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REGARDING THE  
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HENNEPIN COUNTY, MINNESOTA**

**SIGNATORY**

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John M. Fowler, Executive Director

**SIGNATURE PAGE**

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REGARDING THE  
SOUTHWEST LIGHT RAIL TRANSIT (METRO GREEN LINE EXTENSION) PROJECT  
HENNEPIN COUNTY, MINNESOTA**

**INVITED SIGNATORY**

METROPOLITAN COUNCIL

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Adam Duininck, Chair

**SIGNATURE PAGE**

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AMONG THE FEDERAL TRANSIT ADMINISTRATION,  
THE MINNESOTA HISTORIC PRESERVATION OFFICE, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING THE  
SOUTHWEST LIGHT RAIL TRANSIT (METRO GREEN LINE EXTENSION) PROJECT  
HENNEPIN COUNTY, MINNESOTA**

**INVITED SIGNATORY**

MINNESOTA DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Charles A. Zellie, Commissioner

**SIGNATURE PAGE**

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SOUTHWEST LIGHT RAIL TRANSIT (METRO GREEN LINE EXTENSION) PROJECT  
HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

HENNEPIN COUNTY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**[insert name and title]**



**SIGNATURE PAGE**

**MEMORANDUM OF AGREEMENT  
AMONG THE FEDERAL TRANSIT ADMINISTRATION,  
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
SOUTHWEST LIGHT RAIL TRANSIT (METRO GREEN LINE EXTENSION) PROJECT  
HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

CITY OF EDEN PRAIRIE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**[insert name and title]**

**SIGNATURE PAGE**

**MEMORANDUM OF AGREEMENT  
AMONG THE FEDERAL TRANSIT ADMINISTRATION,  
THE MINNESOTA HISTORIC PRESERVATION OFFICE, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING THE  
SOUTHWEST LIGHT RAIL TRANSIT (METRO GREEN LINE EXTENSION) PROJECT  
HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

CITY OF HOPKINS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**[insert name and title]**

**SIGNATURE PAGE**

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HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

CITY OF MINNEAPOLIS

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**[insert name and title]**

**SIGNATURE PAGE**

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REGARDING THE  
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HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

CITY OF MINNETONKA

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**[insert name and title]**

**SIGNATURE PAGE**

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REGARDING THE  
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HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

CITY OF ST. LOUIS PARK

By: \_\_\_\_\_ Date: \_\_\_\_\_  
**[insert name and title]**

**SIGNATURE PAGE**

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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
SOUTHWEST LIGHT RAIL TRANSIT (METRO GREEN LINE EXTENSION) PROJECT  
HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

EDEN PRAIRIE HERITAGE PRESERVATION COMMISSION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Steve Olson, Chair

**SIGNATURE PAGE**

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REGARDING THE  
SOUTHWEST LIGHT RAIL TRANSIT (METRO GREEN LINE EXTENSION) PROJECT  
HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

MINNEAPOLIS HERITAGE PRESERVATION COMMISSION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Laura Faucher, Chair

**SIGNATURE PAGE**

**MEMORANDUM OF AGREEMENT  
AMONG THE FEDERAL TRANSIT ADMINISTRATION,  
THE MINNESOTA HISTORIC PRESERVATION OFFICE, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE  
SOUTHWEST LIGHT RAIL TRANSIT (METRO GREEN LINE EXTENSION) PROJECT  
HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

MINNEAPOLIS PARK AND RECREATION BOARD

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Liz Wielinski, President

And

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jennifer Ringold, Secretary to the Board of Commissioners



**SIGNATURE PAGE**

**MEMORANDUM OF AGREEMENT  
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HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

THREE RIVERS PARK DISTRICT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
John Gunyou, Chair

**SIGNATURE PAGE**

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SOUTHWEST LIGHT RAIL TRANSIT (METRO GREEN LINE EXTENSION) PROJECT  
HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

ST. LOUIS PARK HISTORICAL SOCIETY

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Ted Ekkers, President

**SIGNATURE PAGE**

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HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

CEDAR-ISLES-DEAN NEIGHBORHOOD ASSOCIATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Craig Westgate, Chair

**SIGNATURE PAGE**

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HENNEPIN COUNTY, MINNESOTA**

**CONCURRING PARTY**

KENWOOD ISLES AREA ASSOCIATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Jeanette Colby, Chair

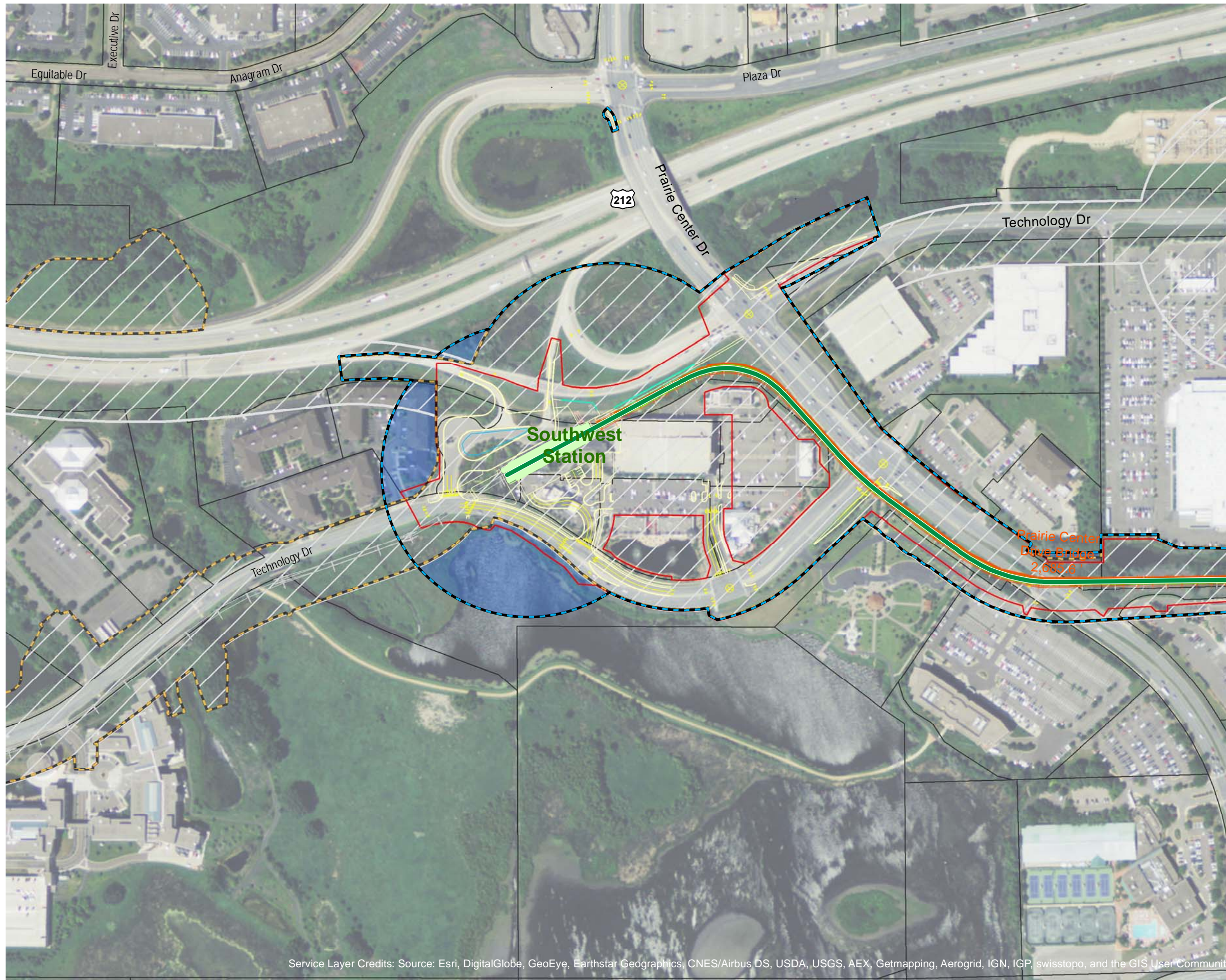
**ATTACHMENT A**

**Area of Potential Effect**

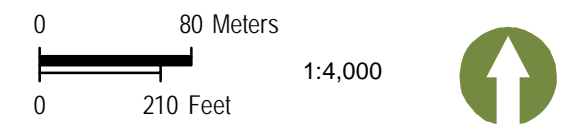
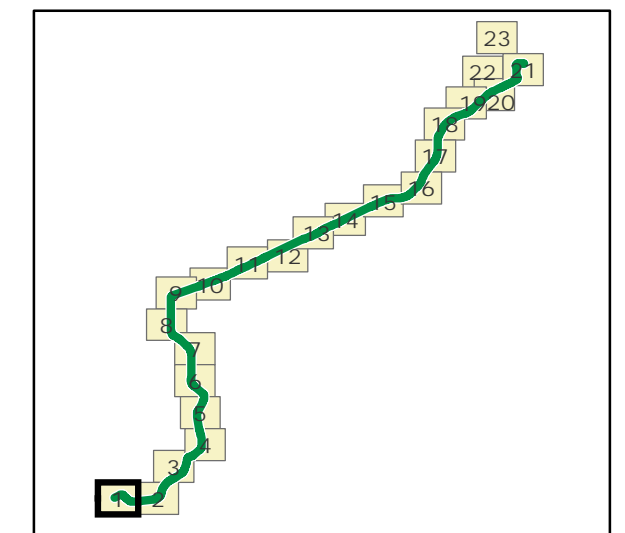
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Southwest LRT Final EIS  
 Hennepin County, Minnesota



- Revised Archaeological APE (September 2015)
- Archaeological APE (October 2014)
- Area of APE Expansion
- Previously Reviewed Area
- Limits of Disturbance



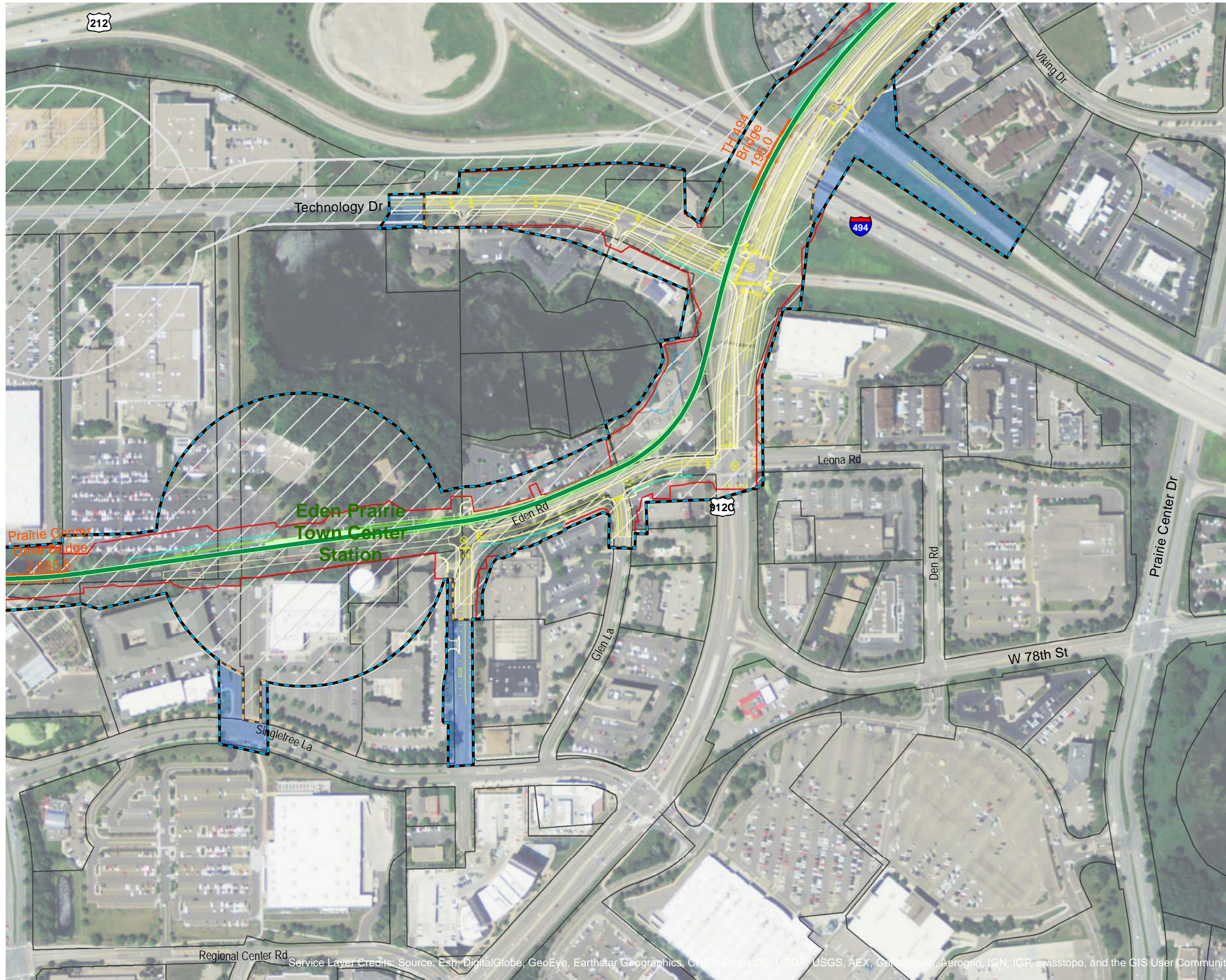
Archaeological APE Revisions

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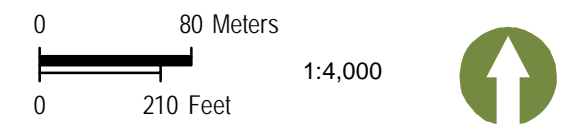
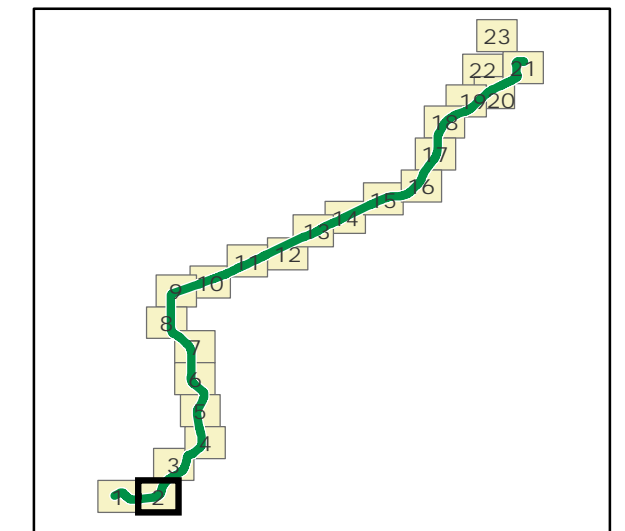
Figure 1



Southwest LRT Final EIS  
 Hennepin County, Minnesota



- Revised Archaeological APE (September 2015)
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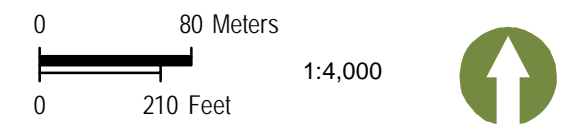
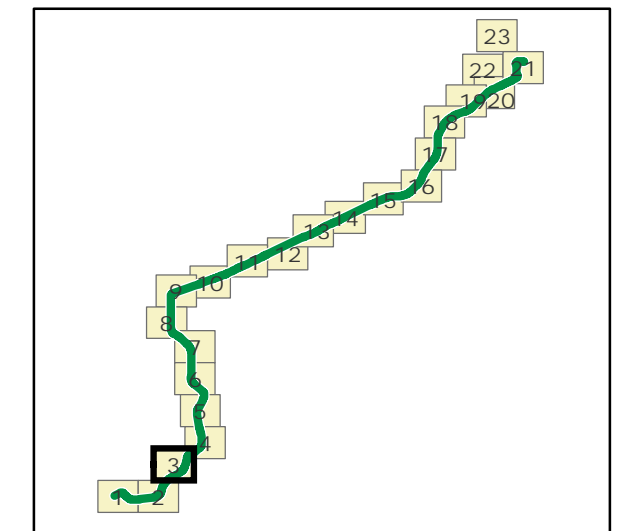
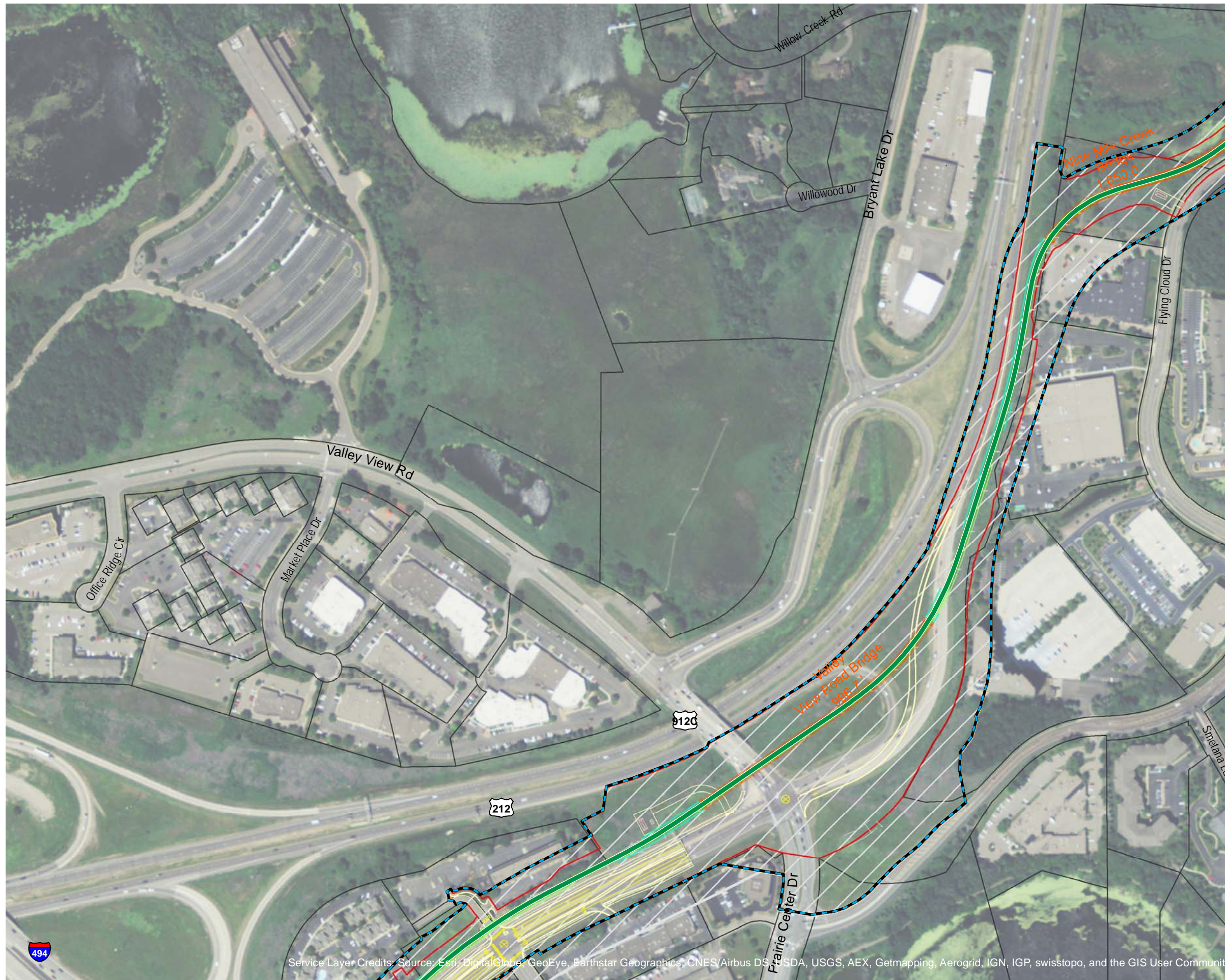
Archaeological APE Revisions

Figure 2



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Archaeological APE (September 2015)
-  Archaeological APE (October 2014)
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Archaeological APE Revisions

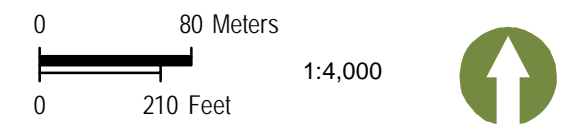
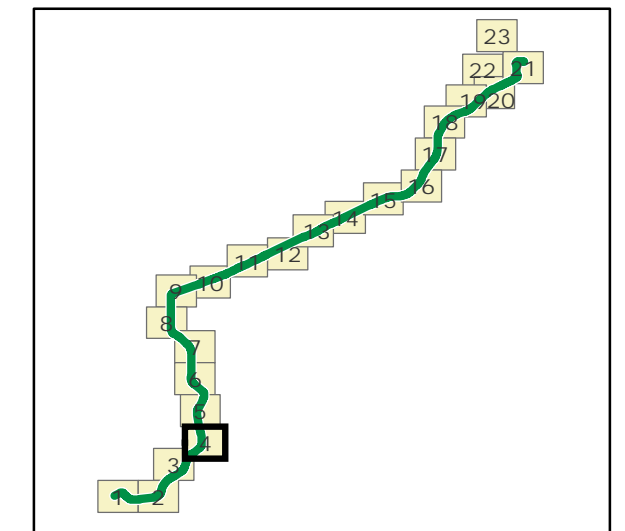
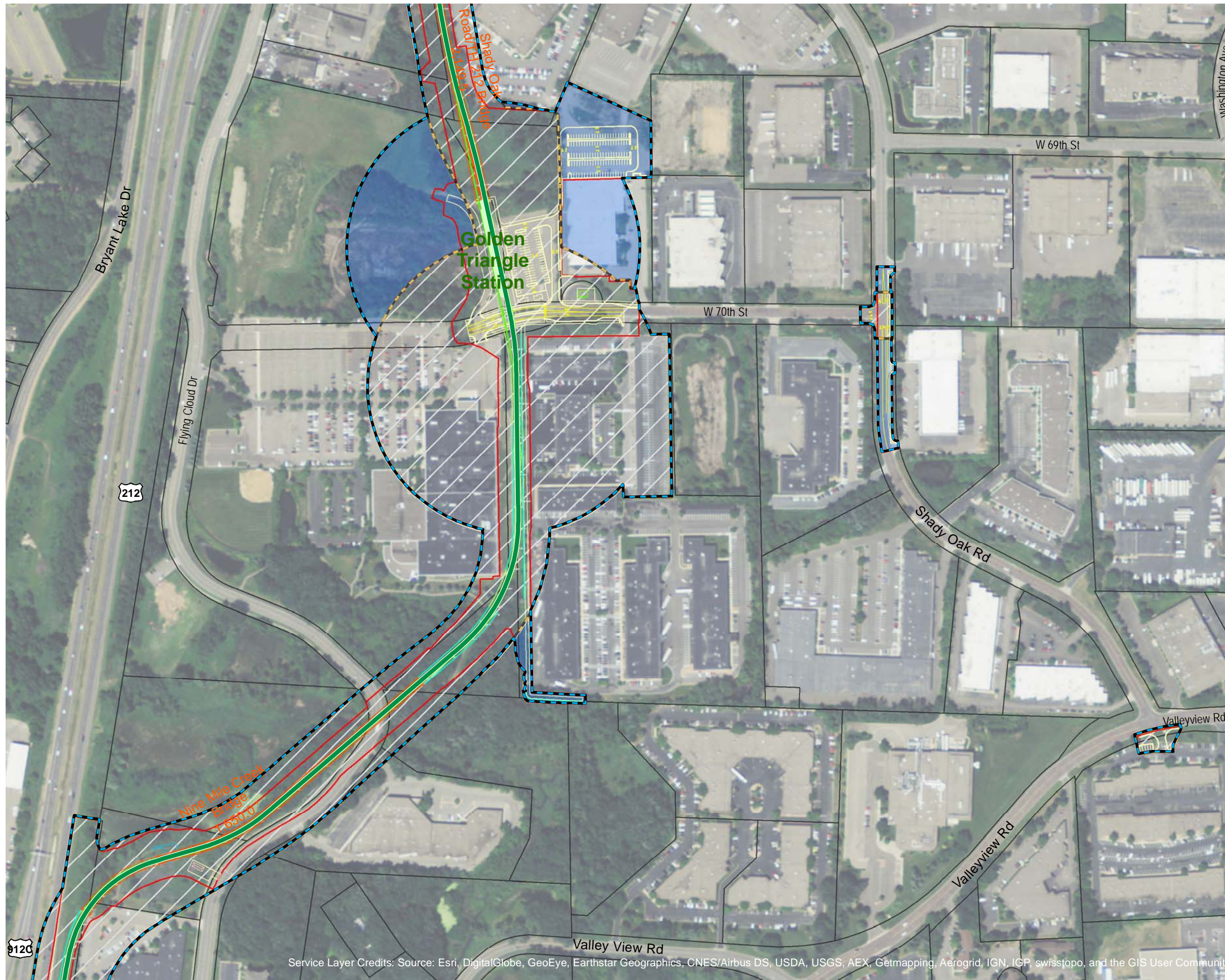
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Figure 3



Southwest LRT Final EIS  
 Hennepin County, Minnesota

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-  Archaeological APE (October 2014)
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Archaeological APE Revisions

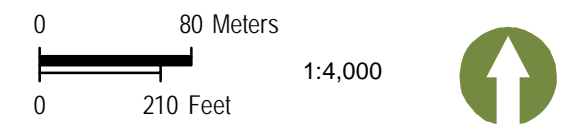
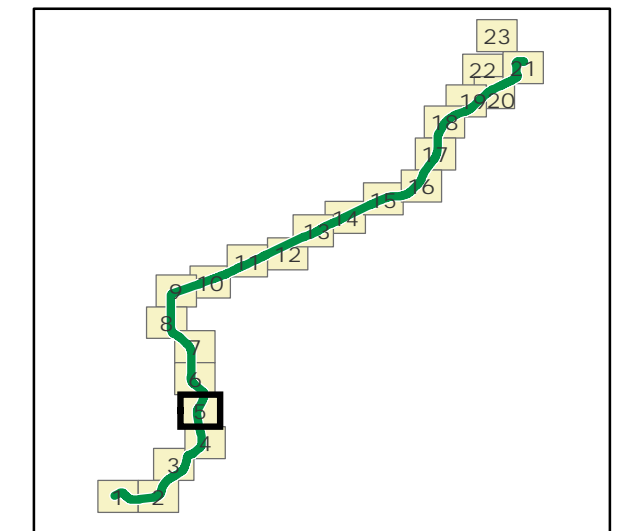
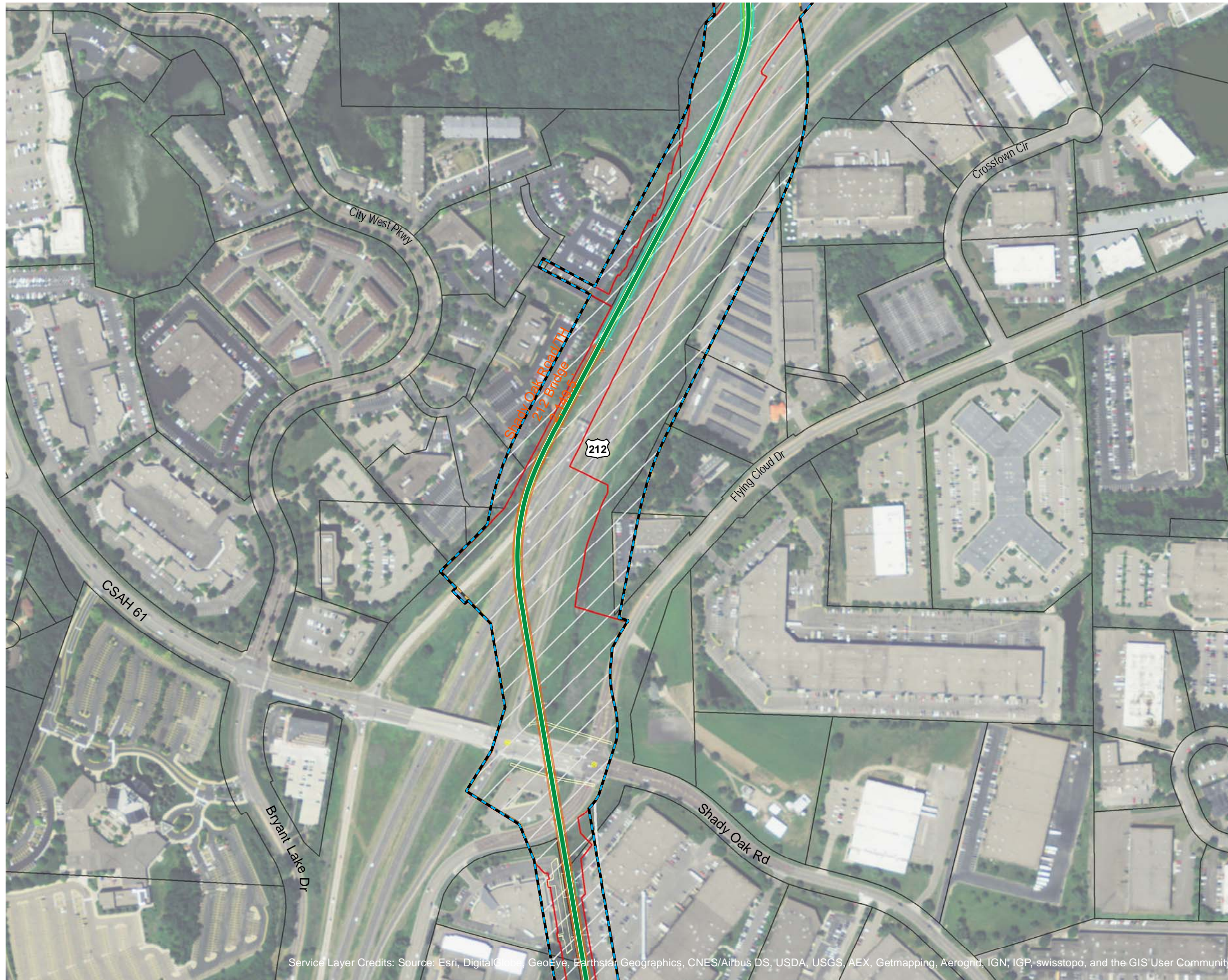
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Figure 4



Southwest LRT Final EIS  
 Hennepin County, Minnesota

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Archaeological APE Revisions

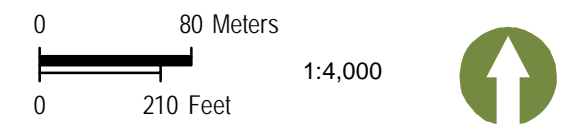
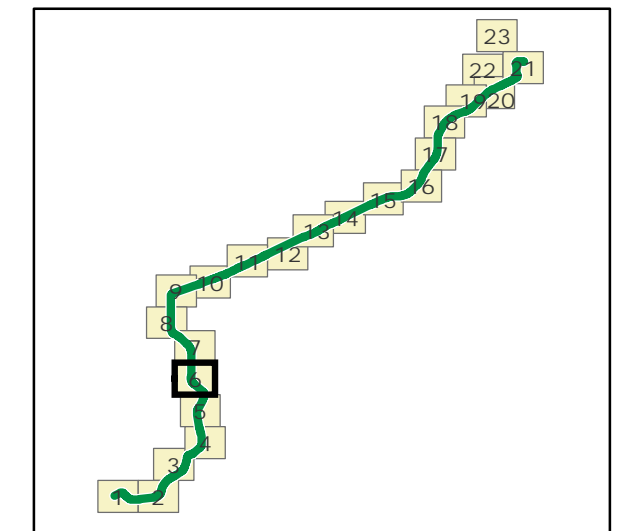
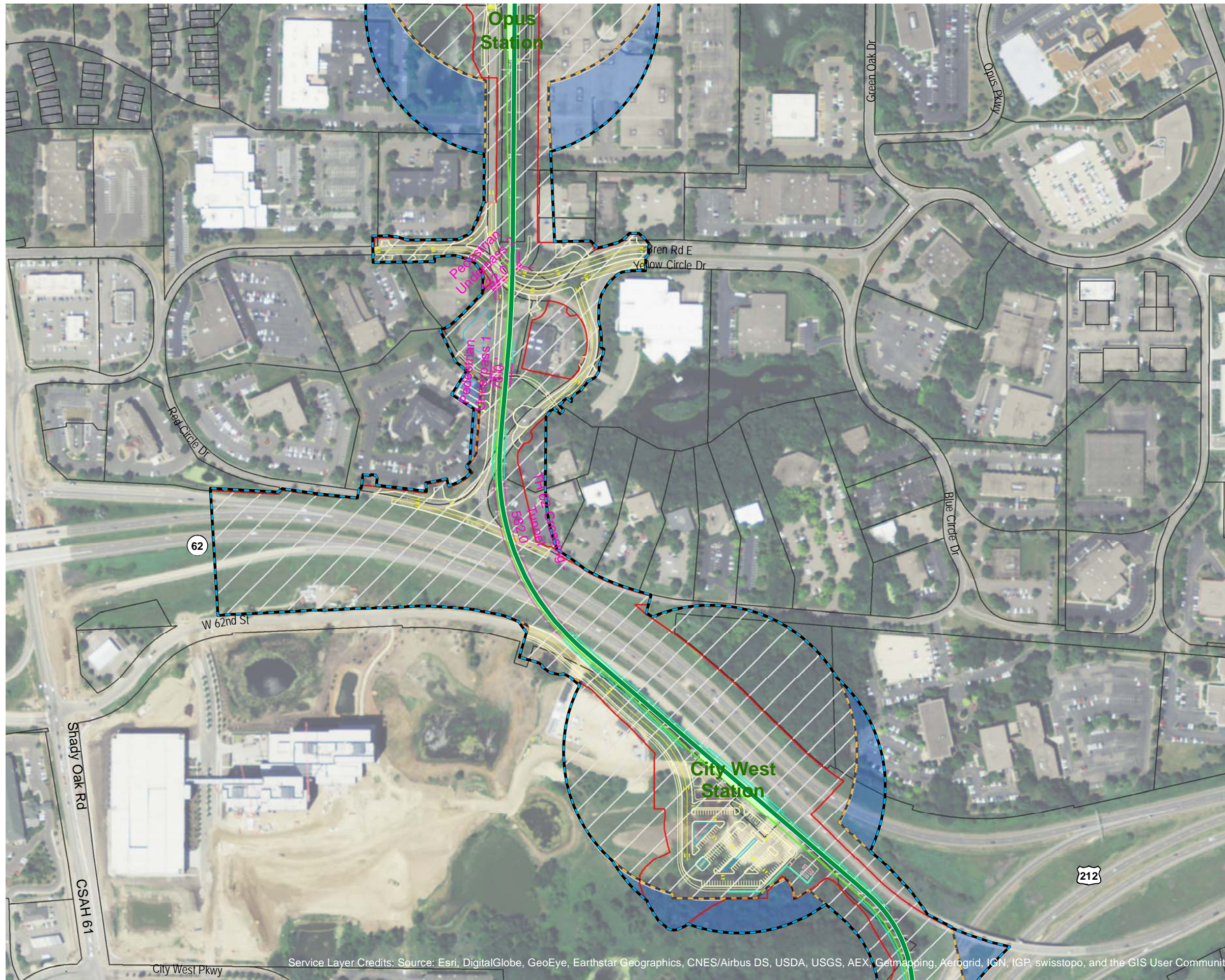
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 5



Southwest LRT Final EIS  
Hennepin County, Minnesota

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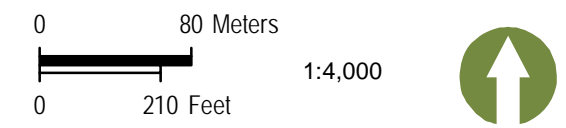
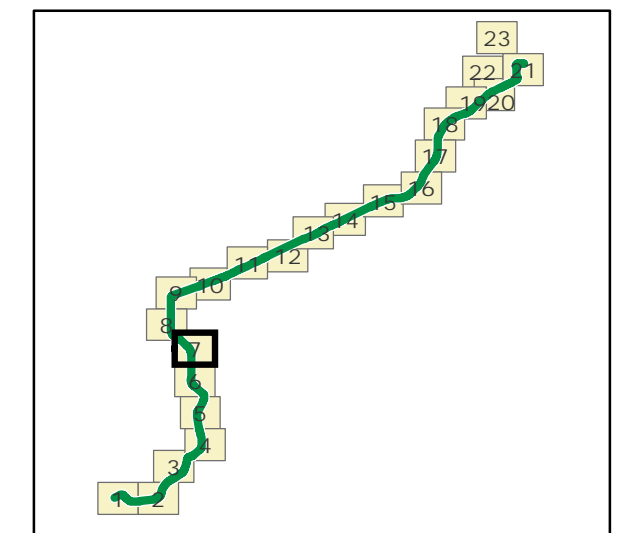
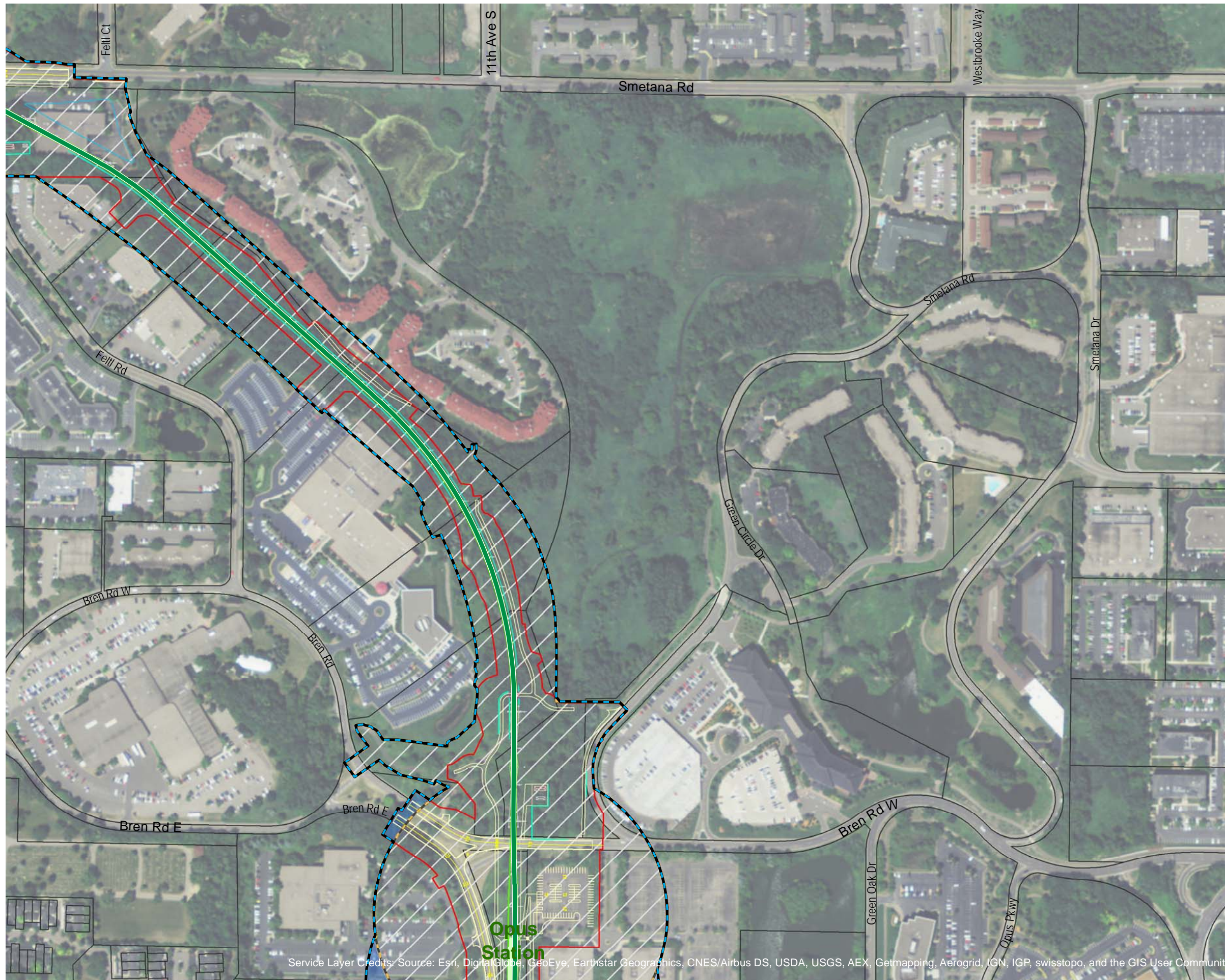
Archaeological APE Revisions

Figure 6



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Archaeological APE (September 2015)
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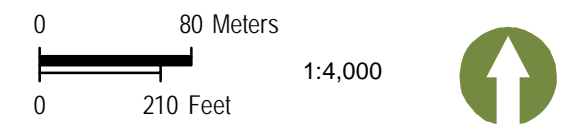
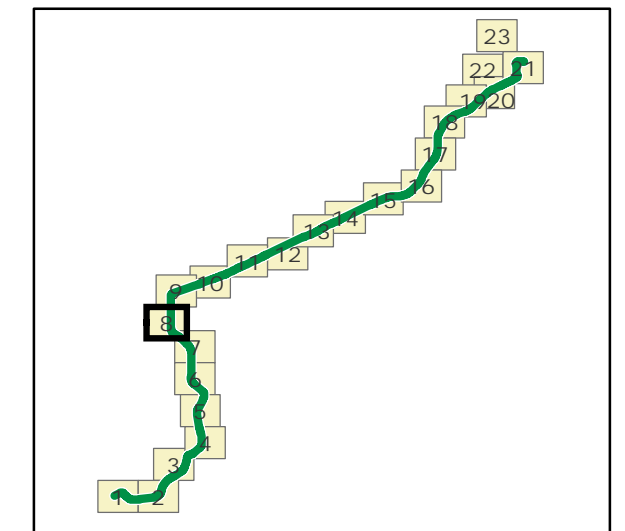
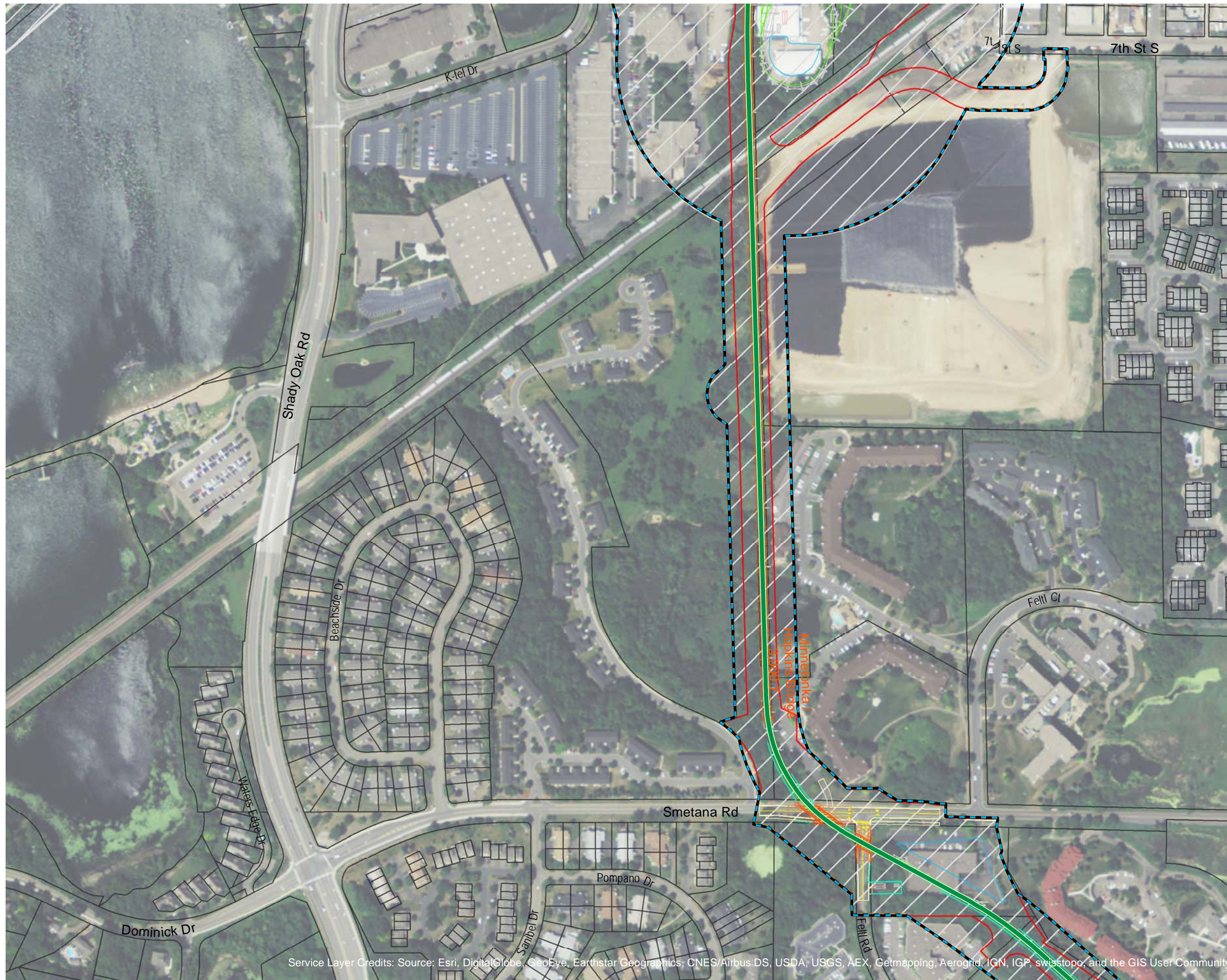
Archaeological APE Revisions

Figure 7



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Archaeological APE (September 2015)
-  Archaeological APE (October 2014)
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Archaeological APE Revisions

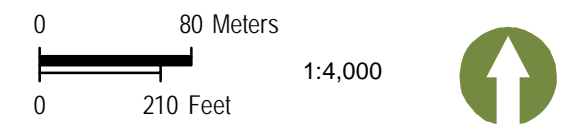
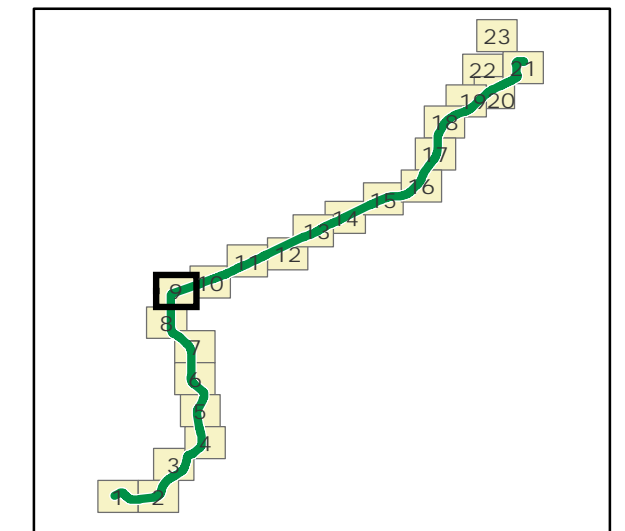
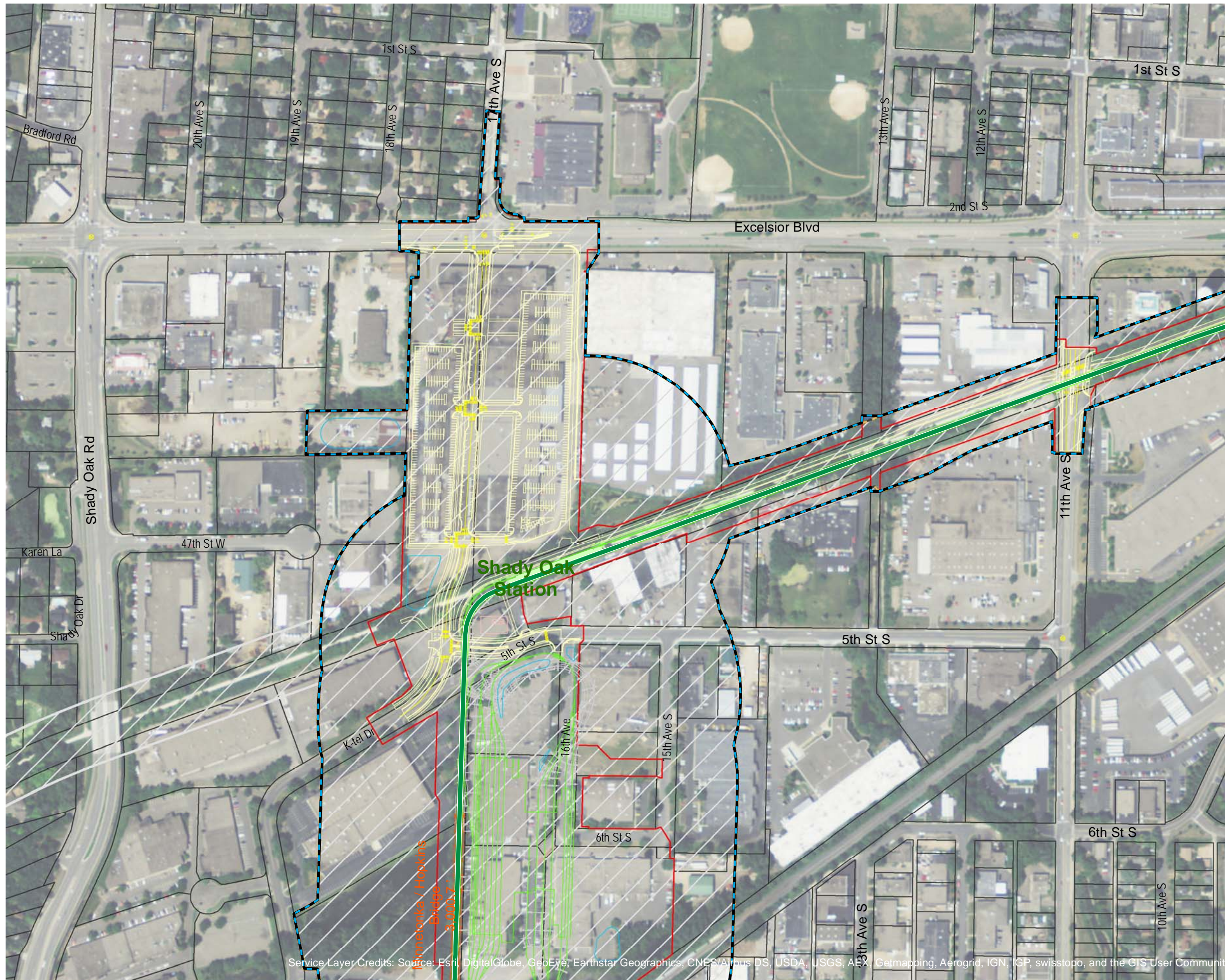
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 8



Southwest LRT Final EIS  
Hennepin County, Minnesota

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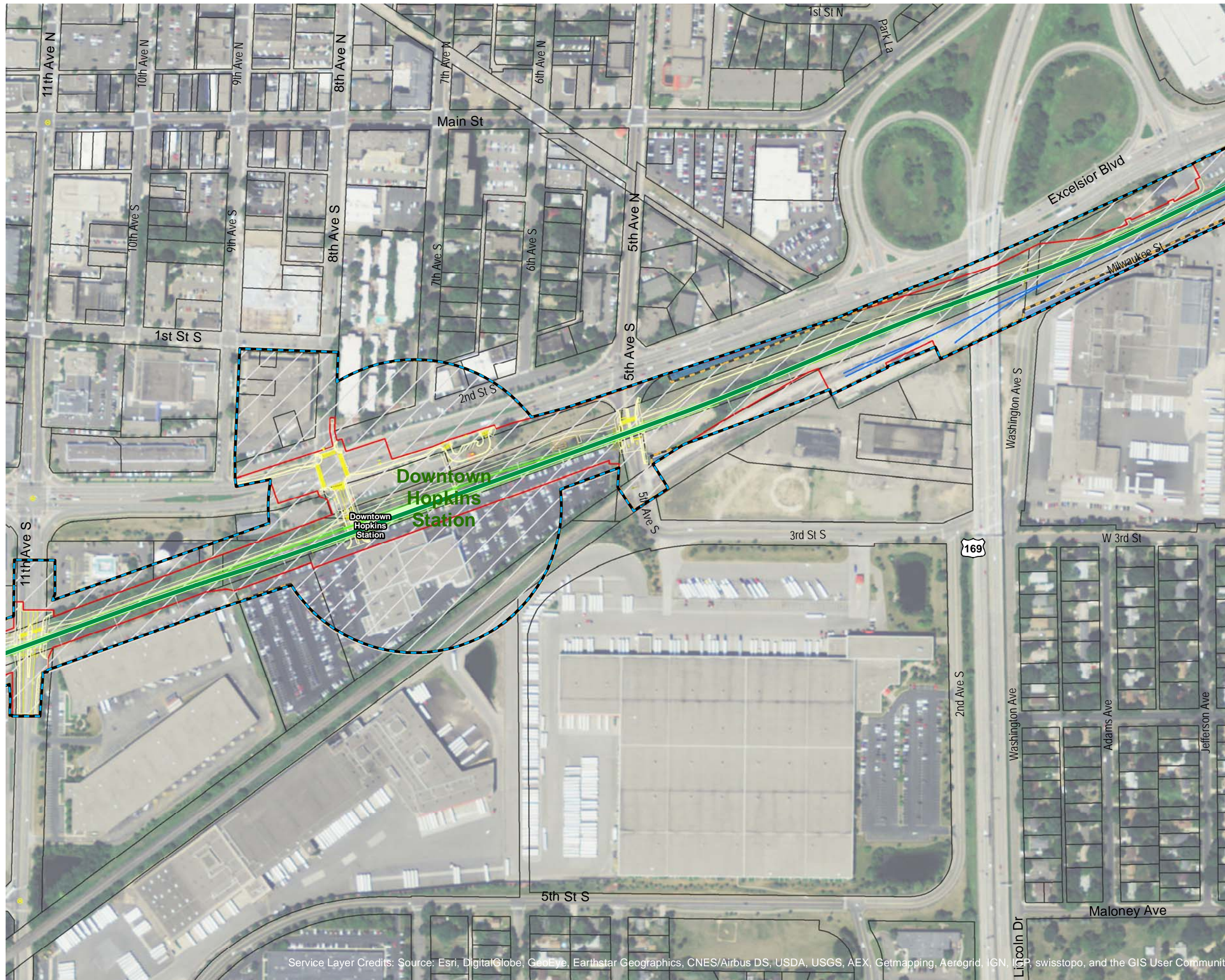
Archaeological APE Revisions






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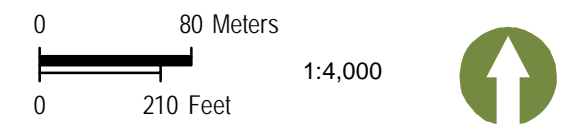
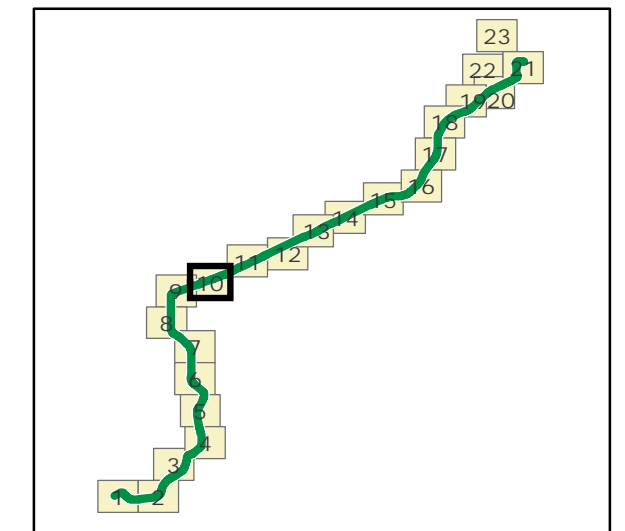
Figure 9



Southwest LRT Final EIS  
 Hennepin County, Minnesota



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Archaeological APE Revisions

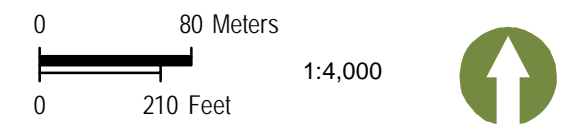
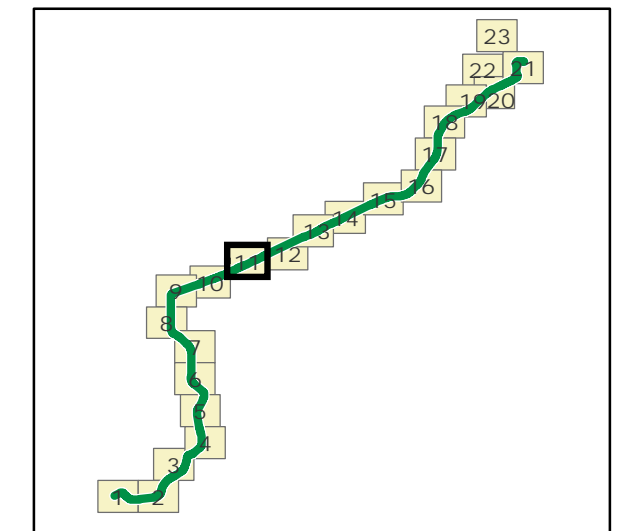
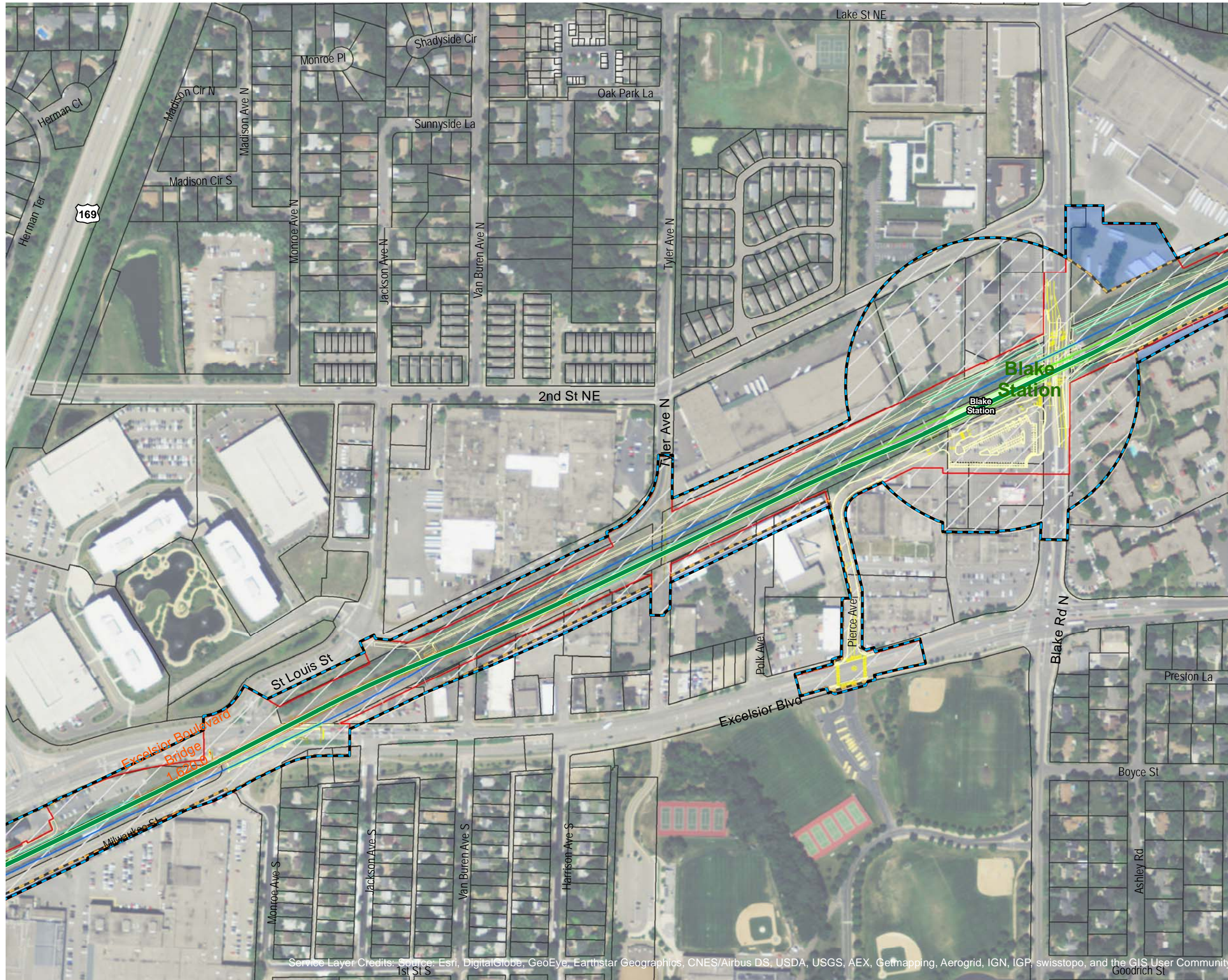
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 10



Southwest LRT Final EIS  
 Hennepin County, Minnesota

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Archaeological APE Revisions






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

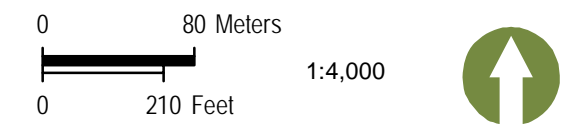
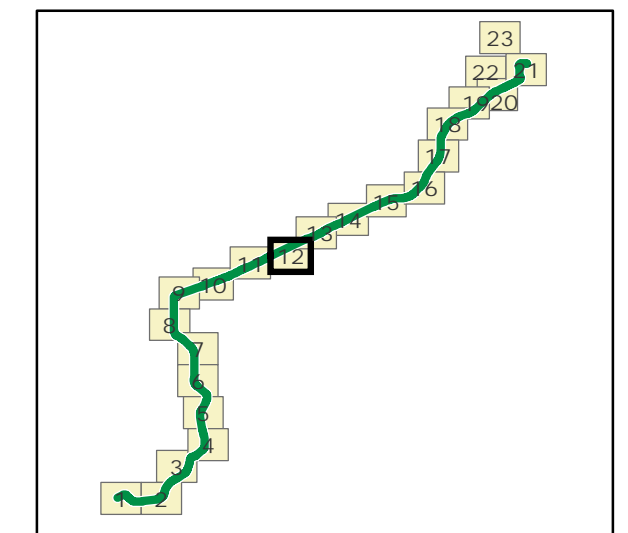
Figure 11



Southwest LRT Final EIS  
 Hennepin County, Minnesota



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Archaeological APE Revisions

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: Anderson Engineering; CH2M Hill; 106 Group

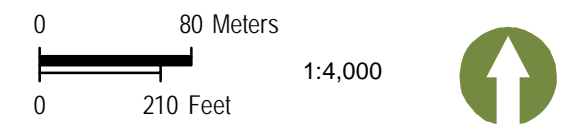
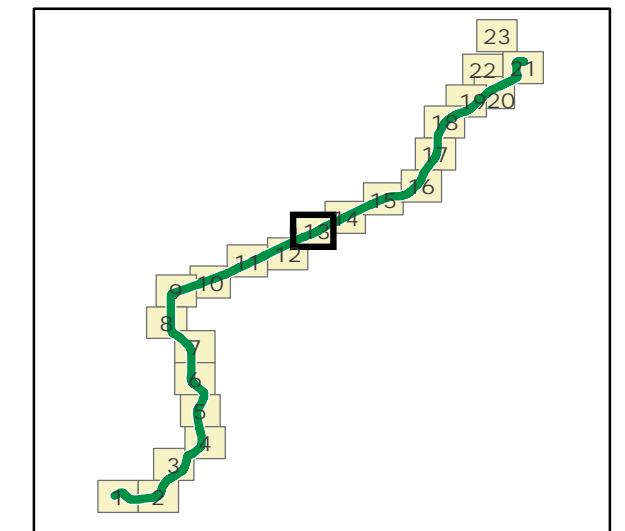
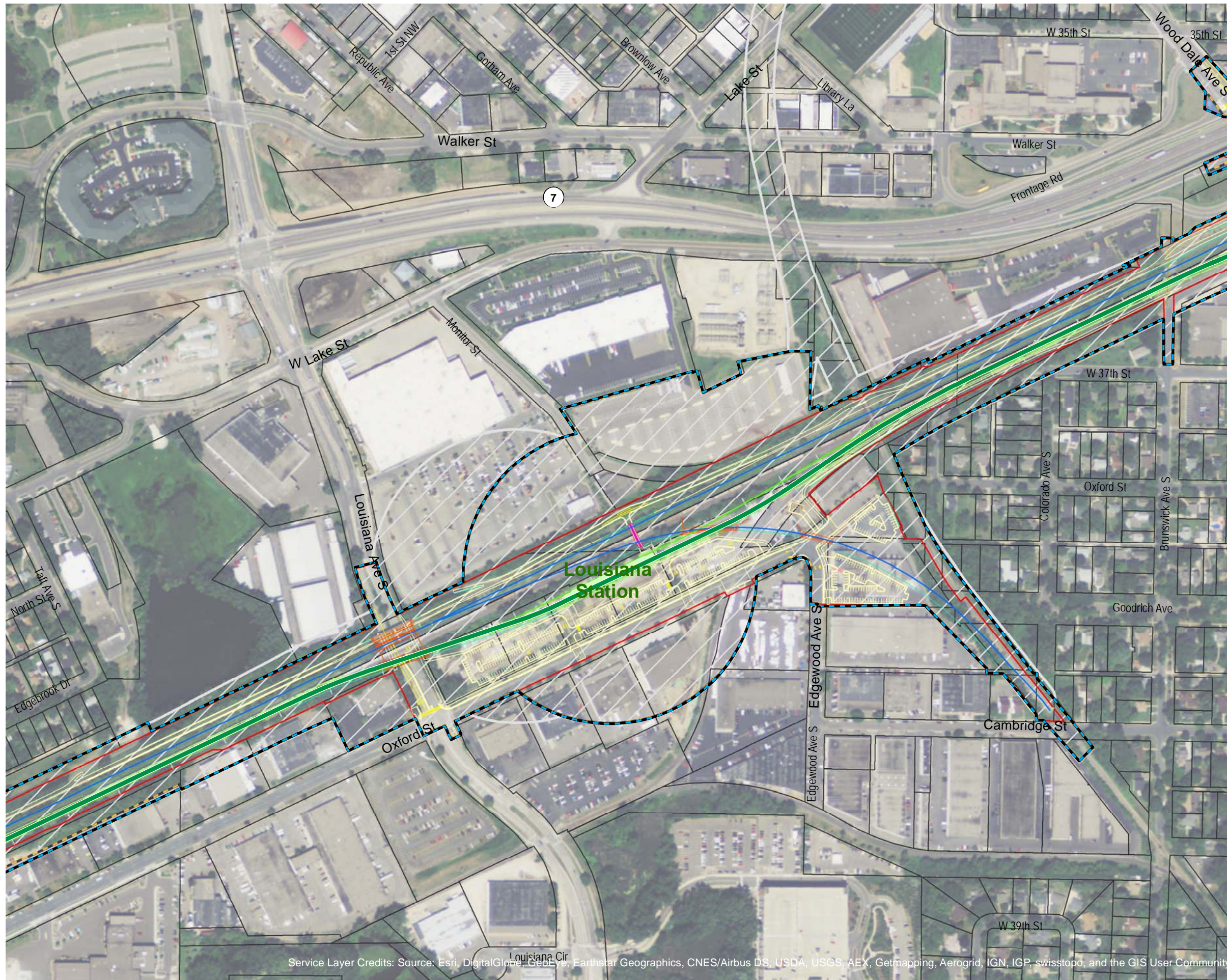
Map Produced by 106 Group 10/7/2015

Figure 12



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Archaeological APE (September 2015)
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Archaeological APE Revisions

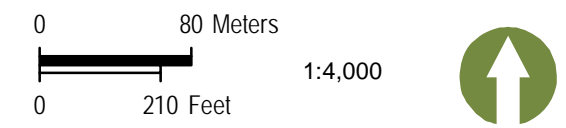
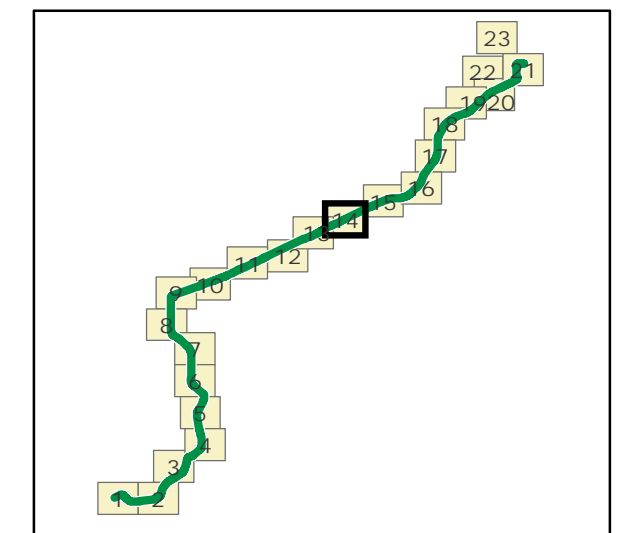
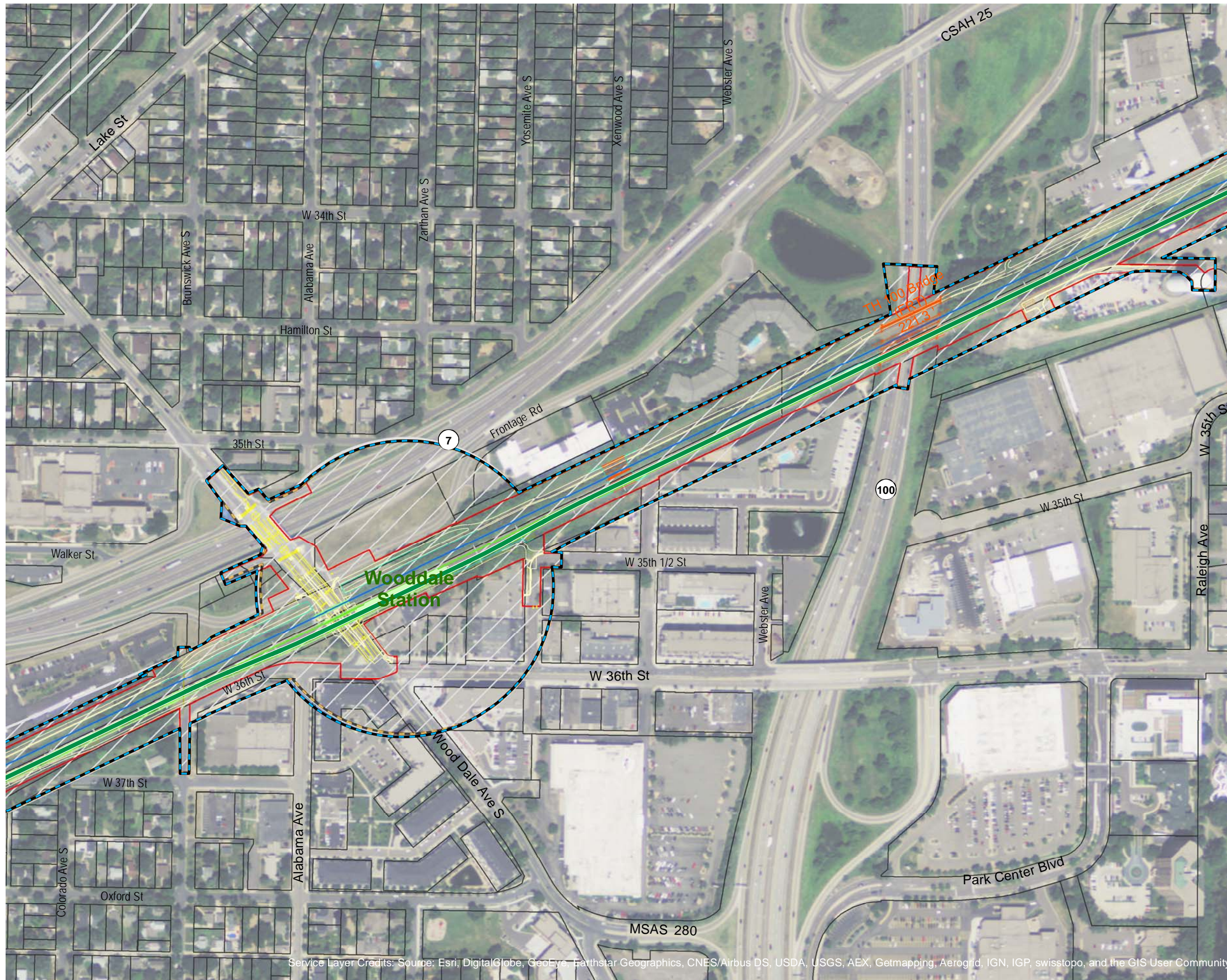
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Figure 13



Southwest LRT Final EIS  
 Hennepin County, Minnesota

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Archaeological APE Revisions

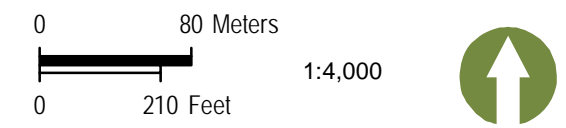
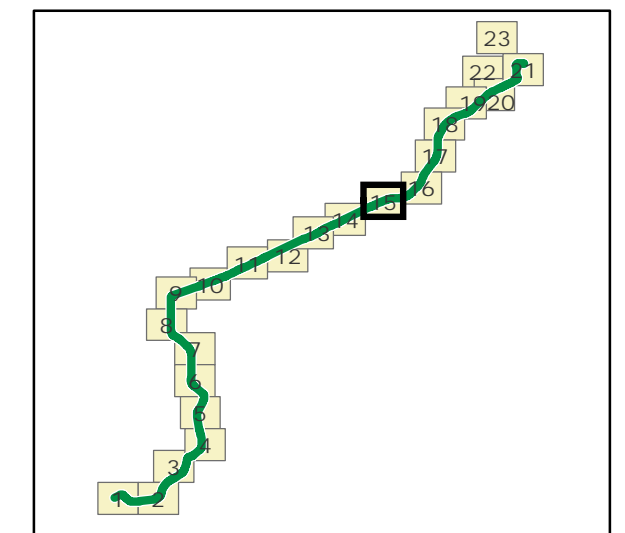
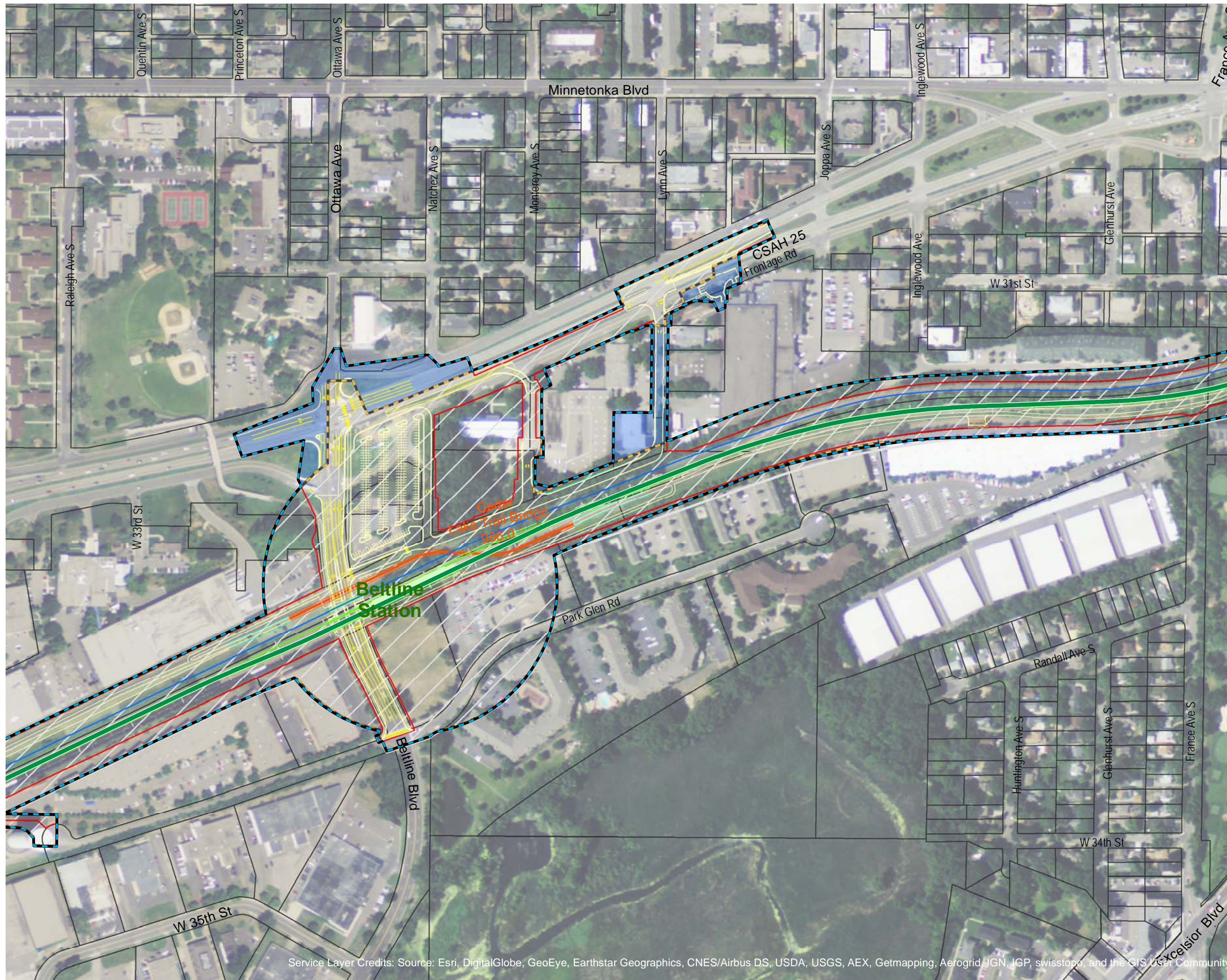
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Figure 14



Southwest LRT Final EIS  
 Hennepin County, Minnesota

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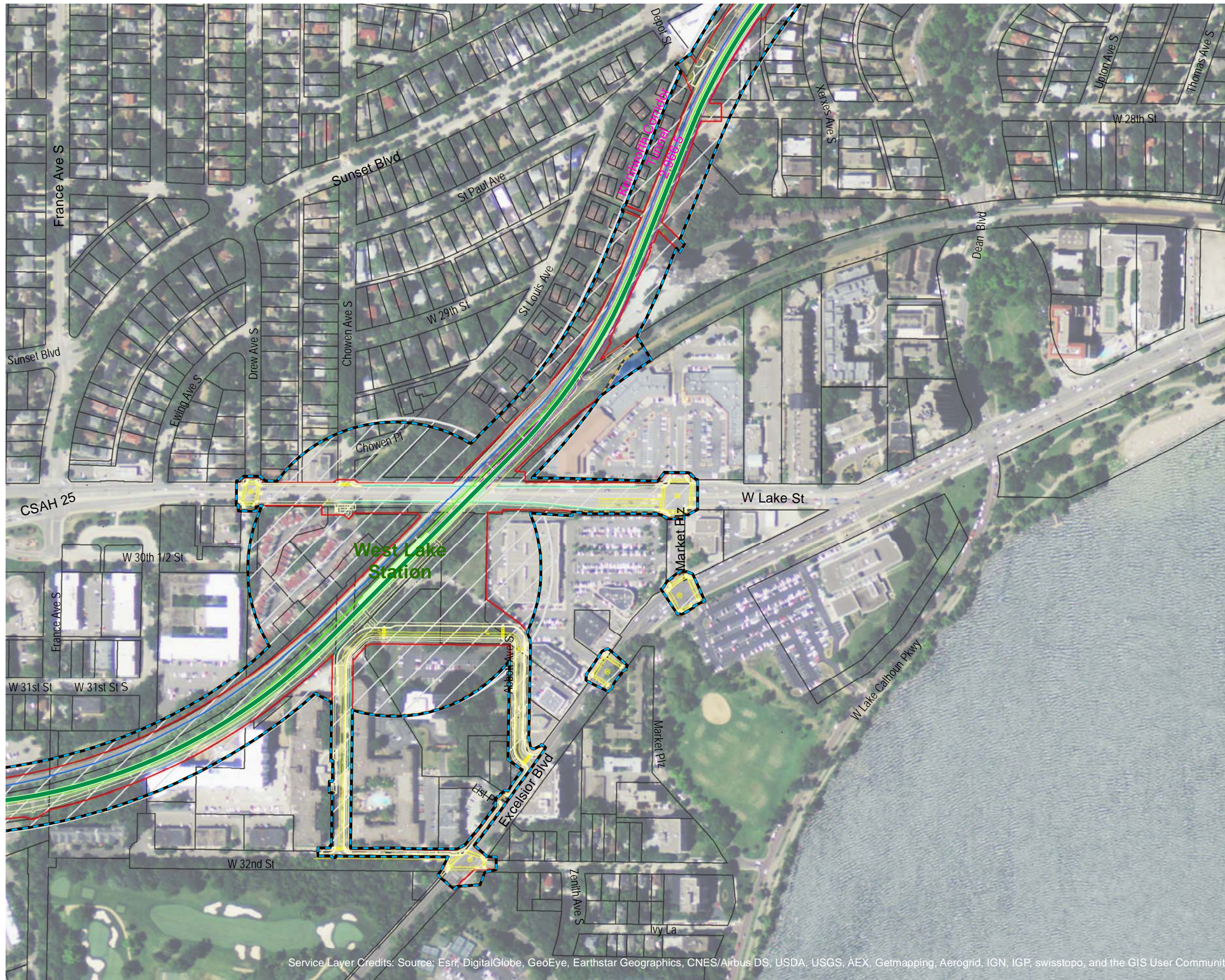
Archaeological APE Revisions






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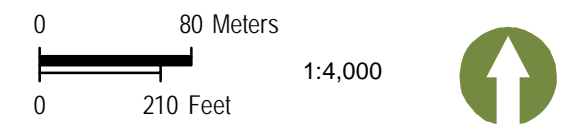
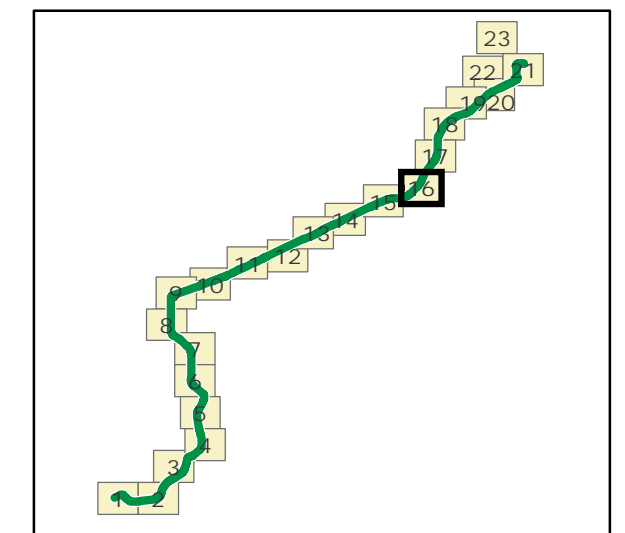
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Southwest LRT Final EIS  
Hennepin County, Minnesota



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Archaeological APE Revisions

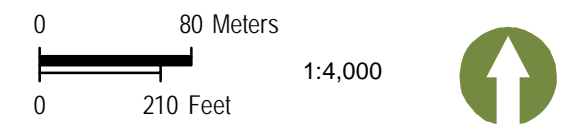
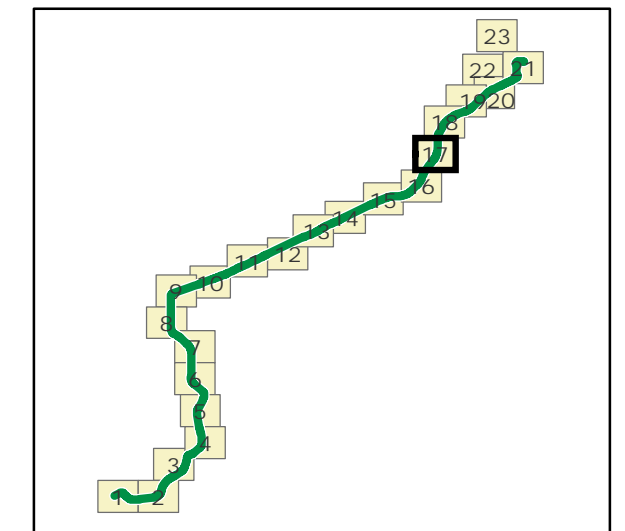
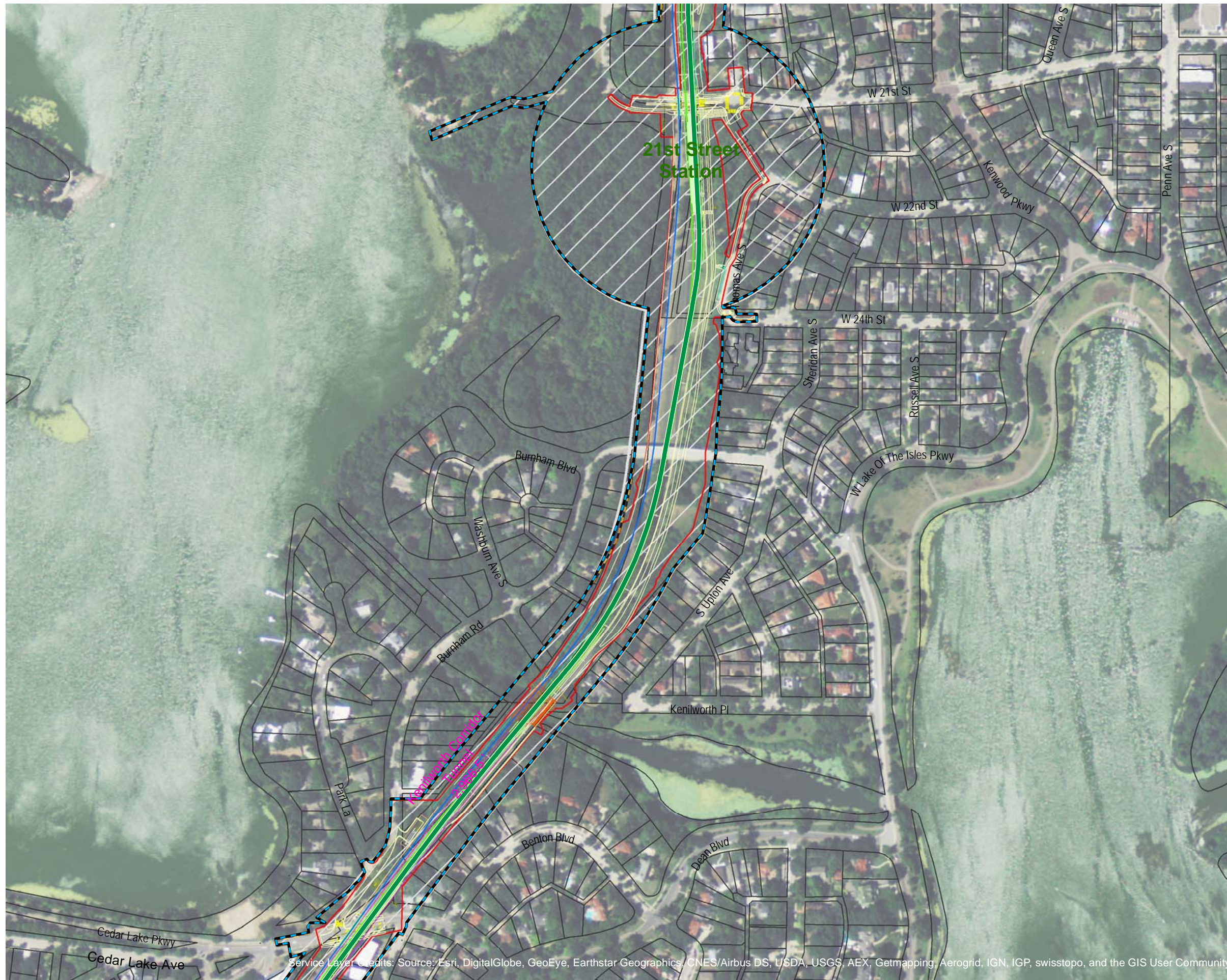
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 16



Southwest LRT Final EIS  
 Hennepin County, Minnesota

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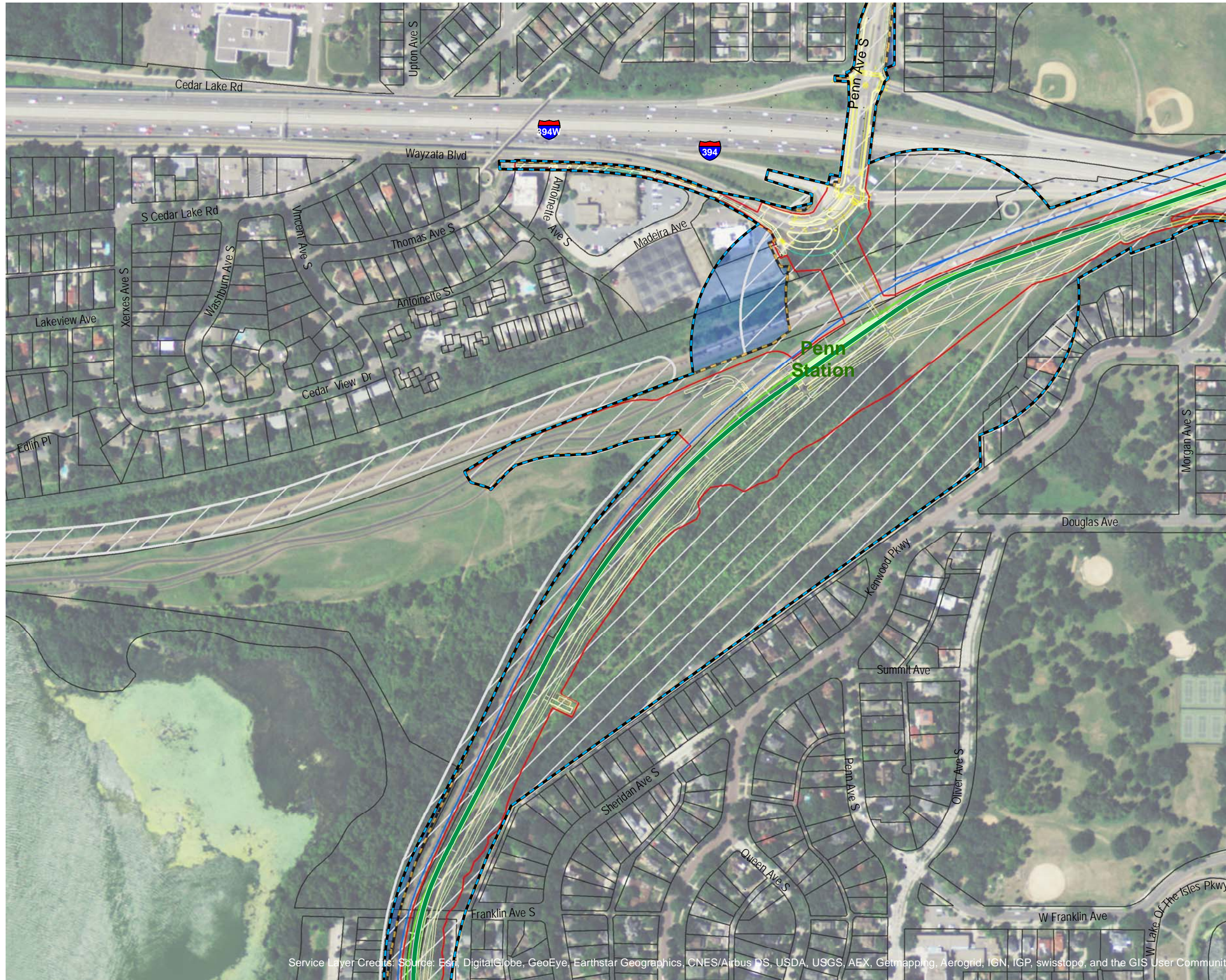







Archaeological APE Revisions

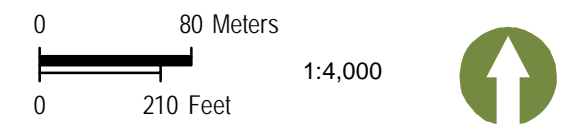
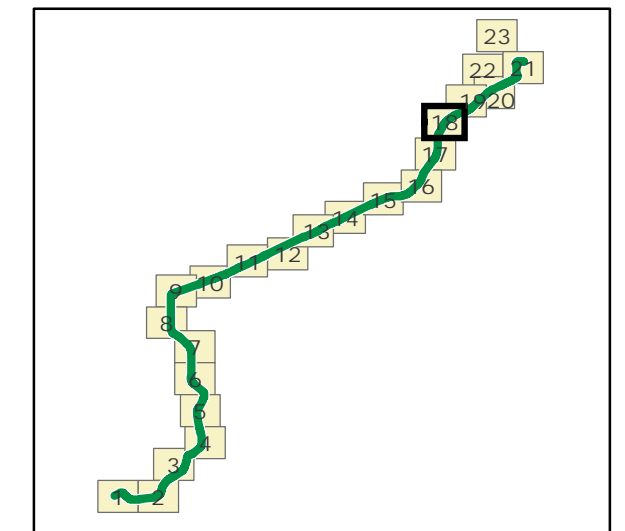
Figure 17



Southwest LRT Final EIS  
 Hennepin County, Minnesota



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-  Limits of Disturbance








Archaeological APE Revisions

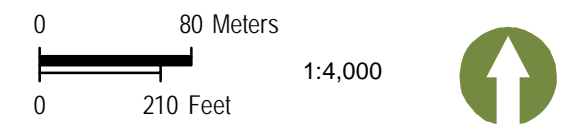
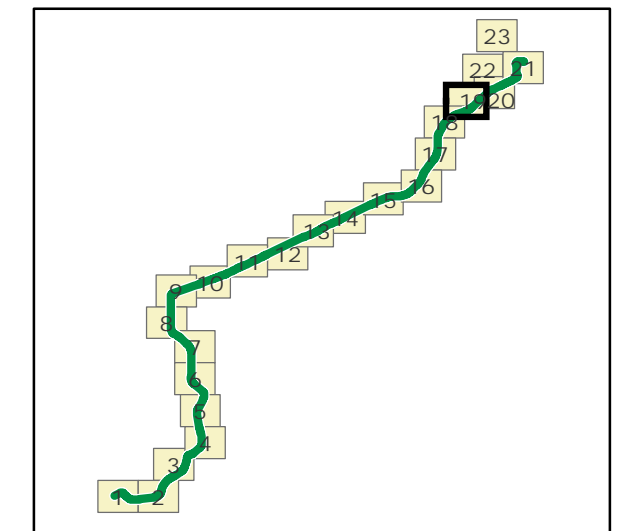
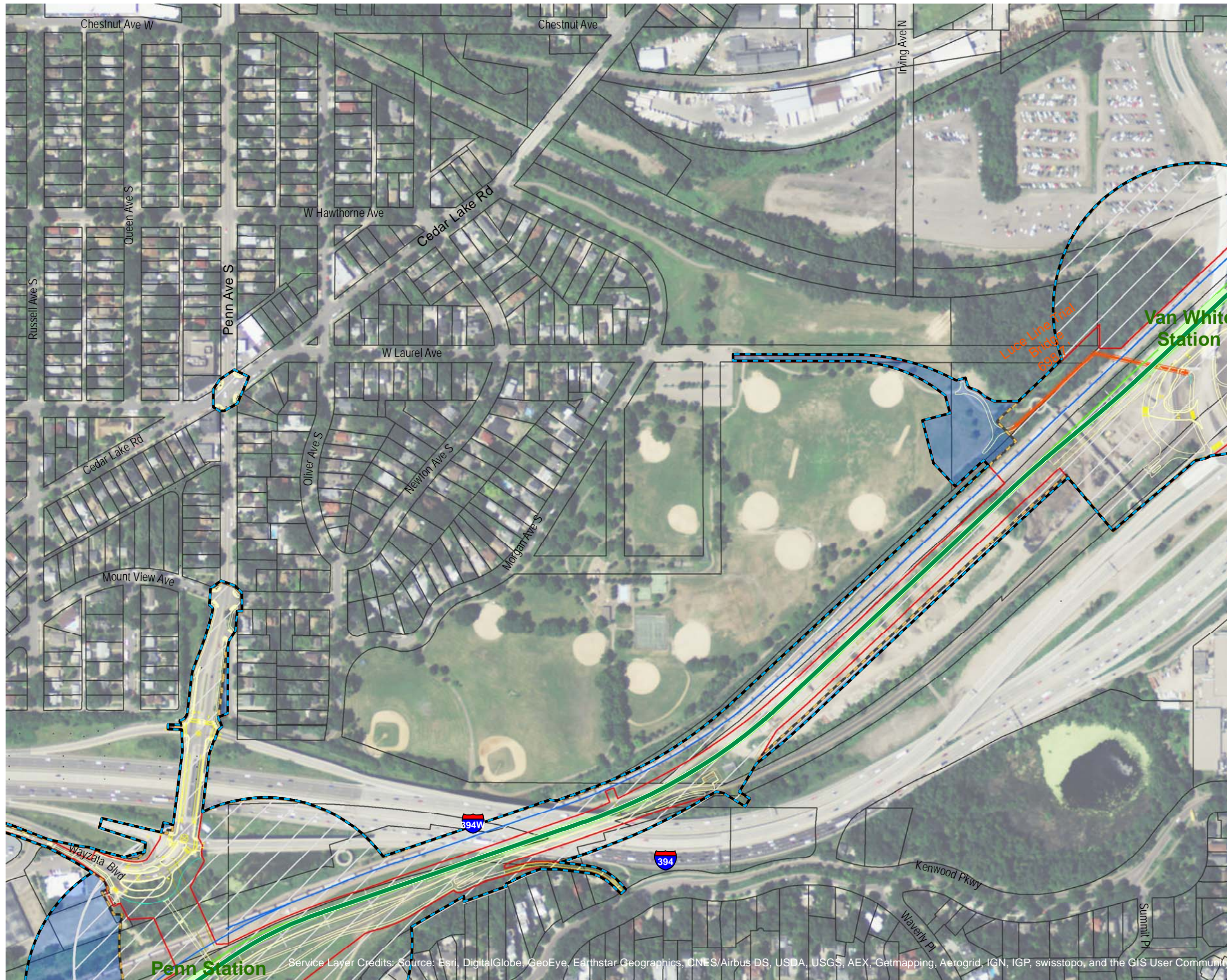
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 18



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Archaeological APE (September 2015)
-  Archaeological APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance

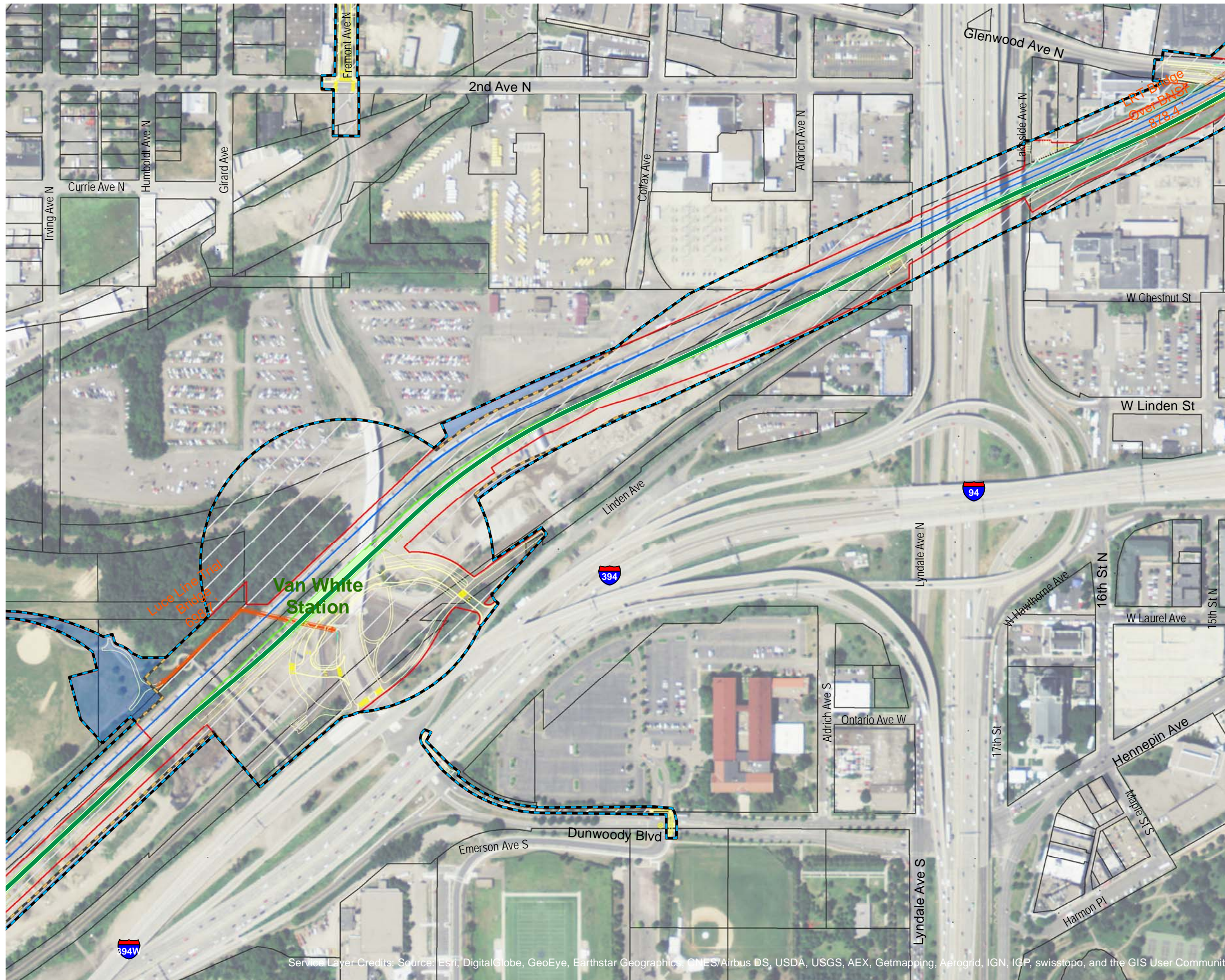


Archaeological APE Revisions

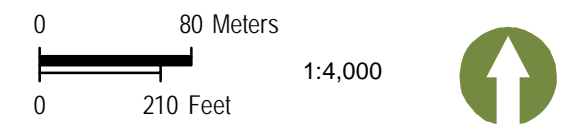
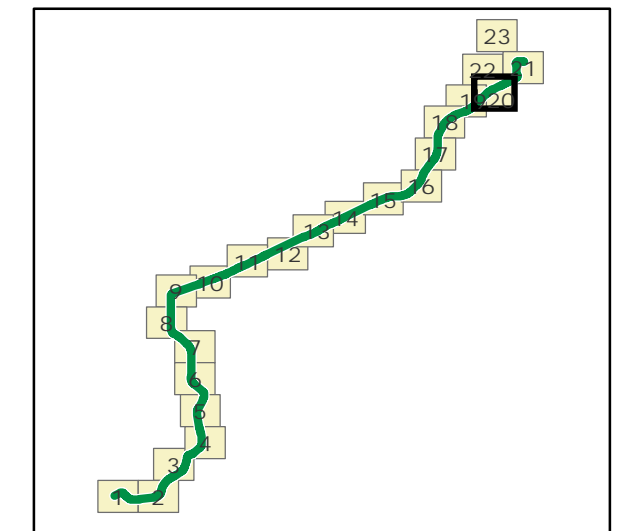
Figure 19



Southwest LRT Final EIS  
 Hennepin County, Minnesota



- Revised Archaeological APE (September 2015)
- Archaeological APE (October 2014)
- Area of APE Expansion
- Previously Reviewed Area
- Limits of Disturbance








Archaeological APE Revisions

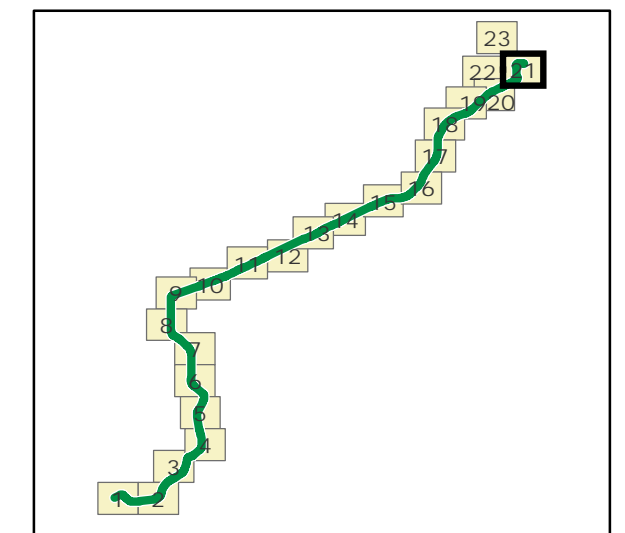
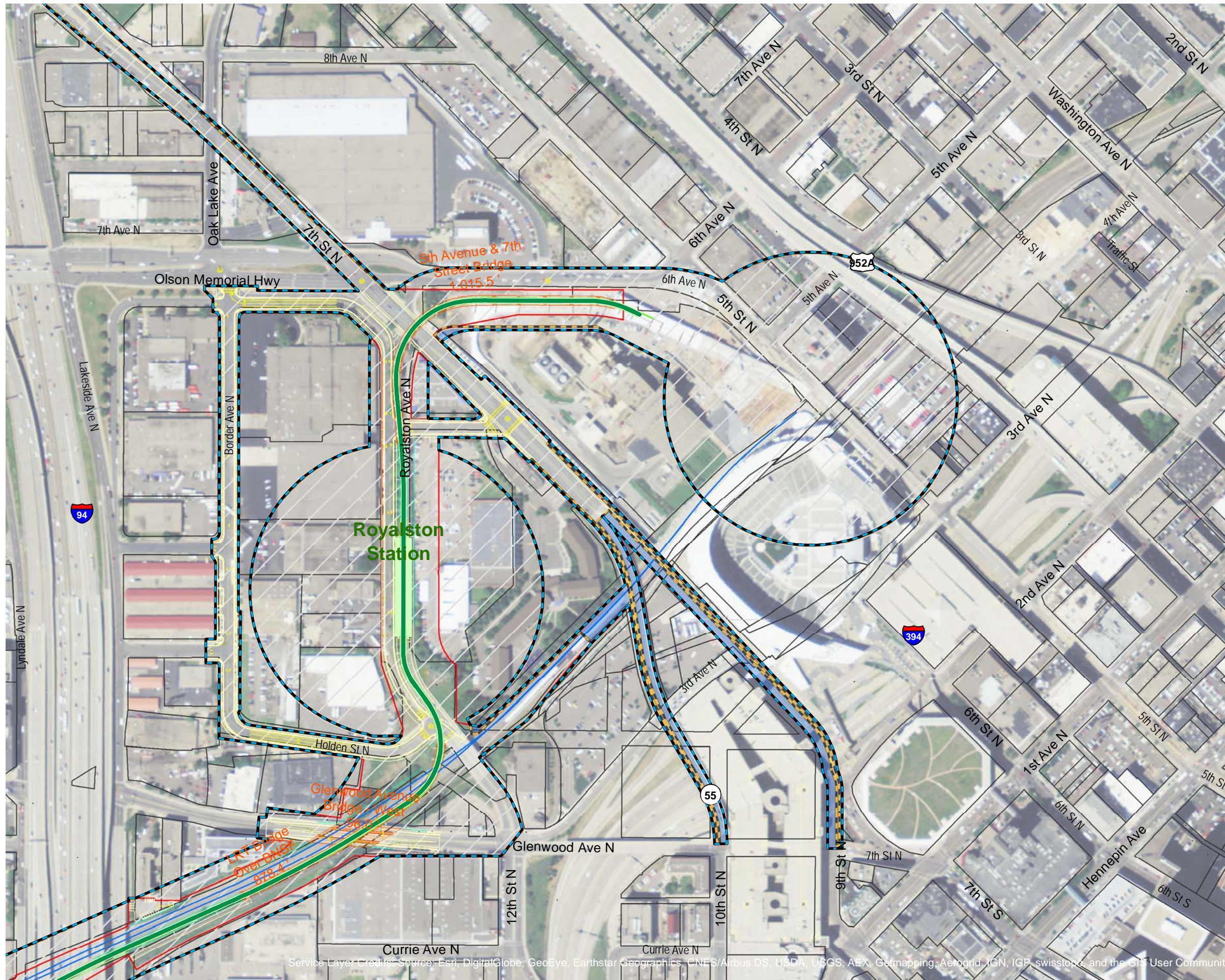
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 20



Southwest LRT Final EIS  
Hennepin County, Minnesota

-  Revised Archaeological APE (September 2015)
-  Archaeological APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








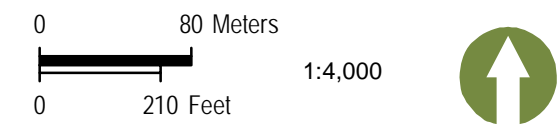
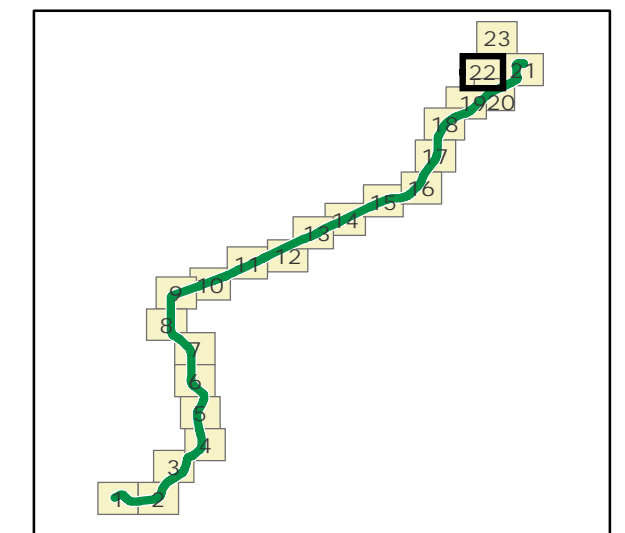
Archaeological APE Revisions

Figure 21



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Archaeological APE (September 2015)
-  Archaeological APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








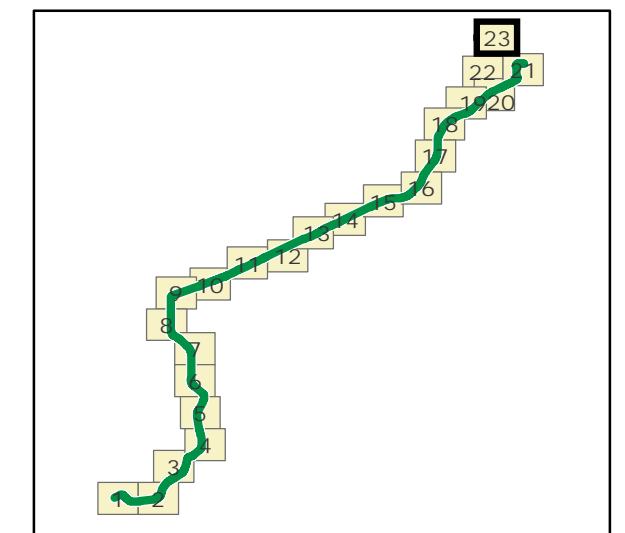
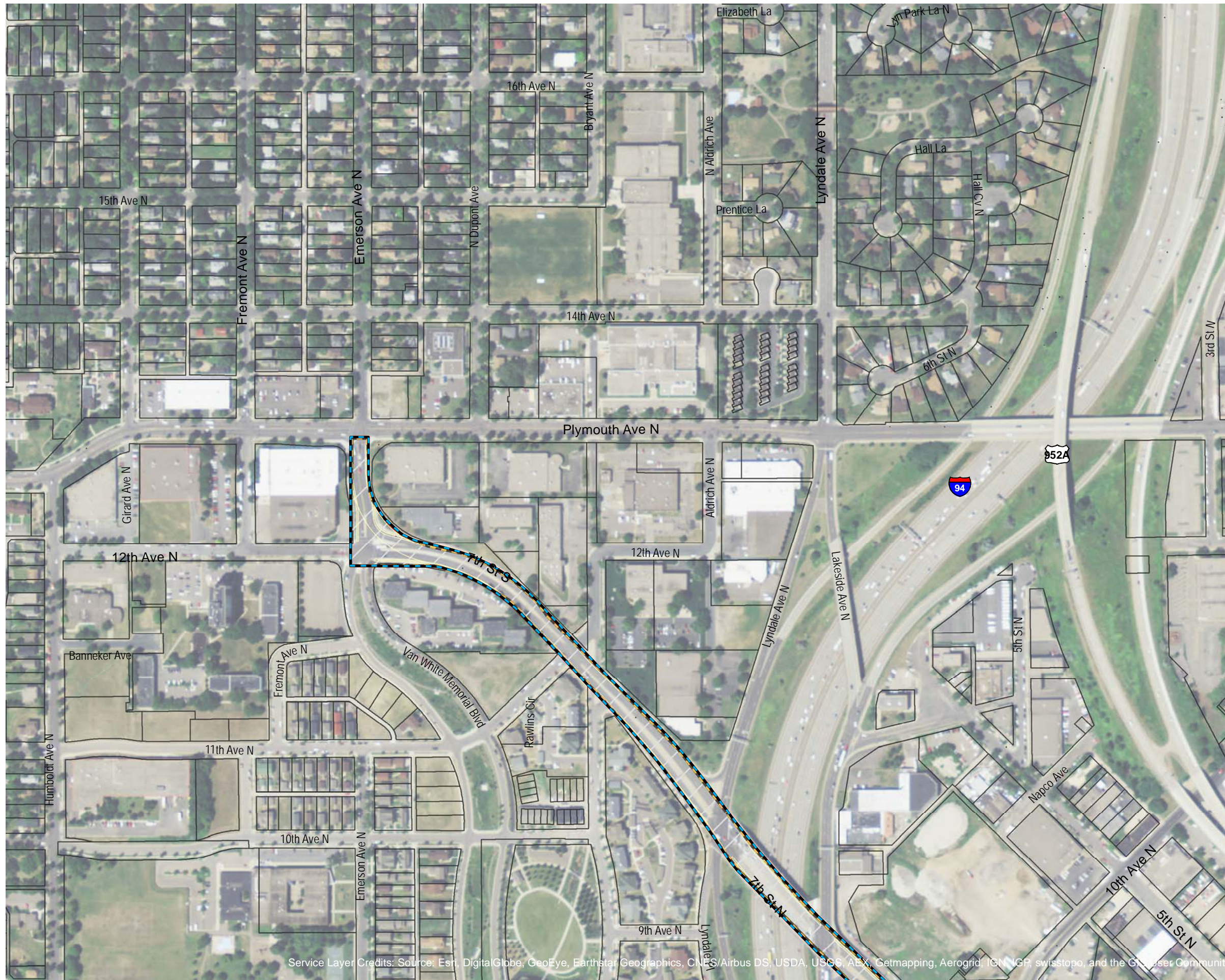
Archaeological APE Revisions

Figure 22



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Archaeological APE (September 2015)
-  Archaeological APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance



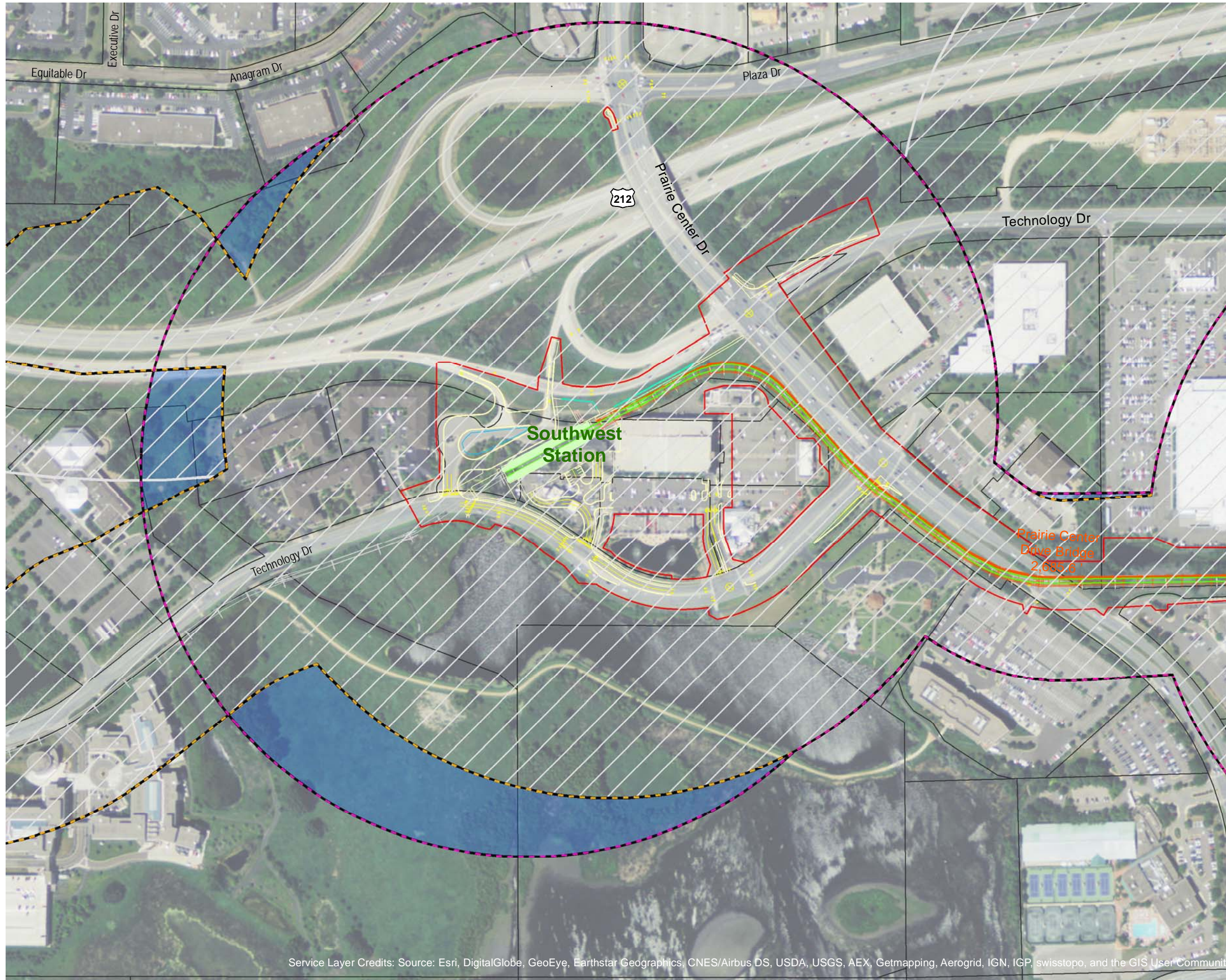
Archaeological APE Revisions






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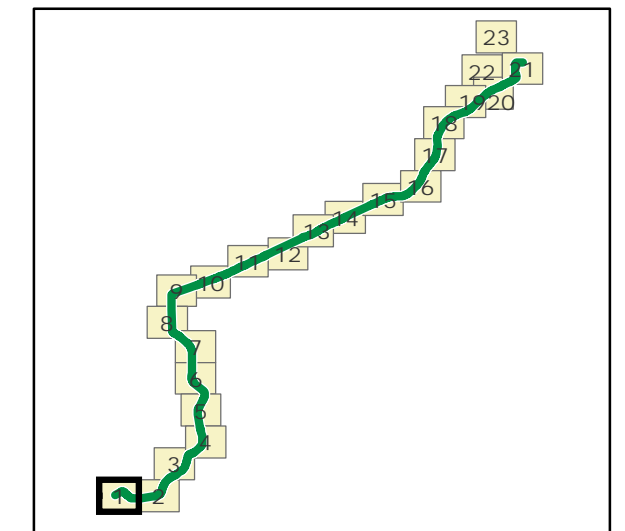
Figure 23



Southwest LRT Final EIS  
 Hennepin County, Minnesota



-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance



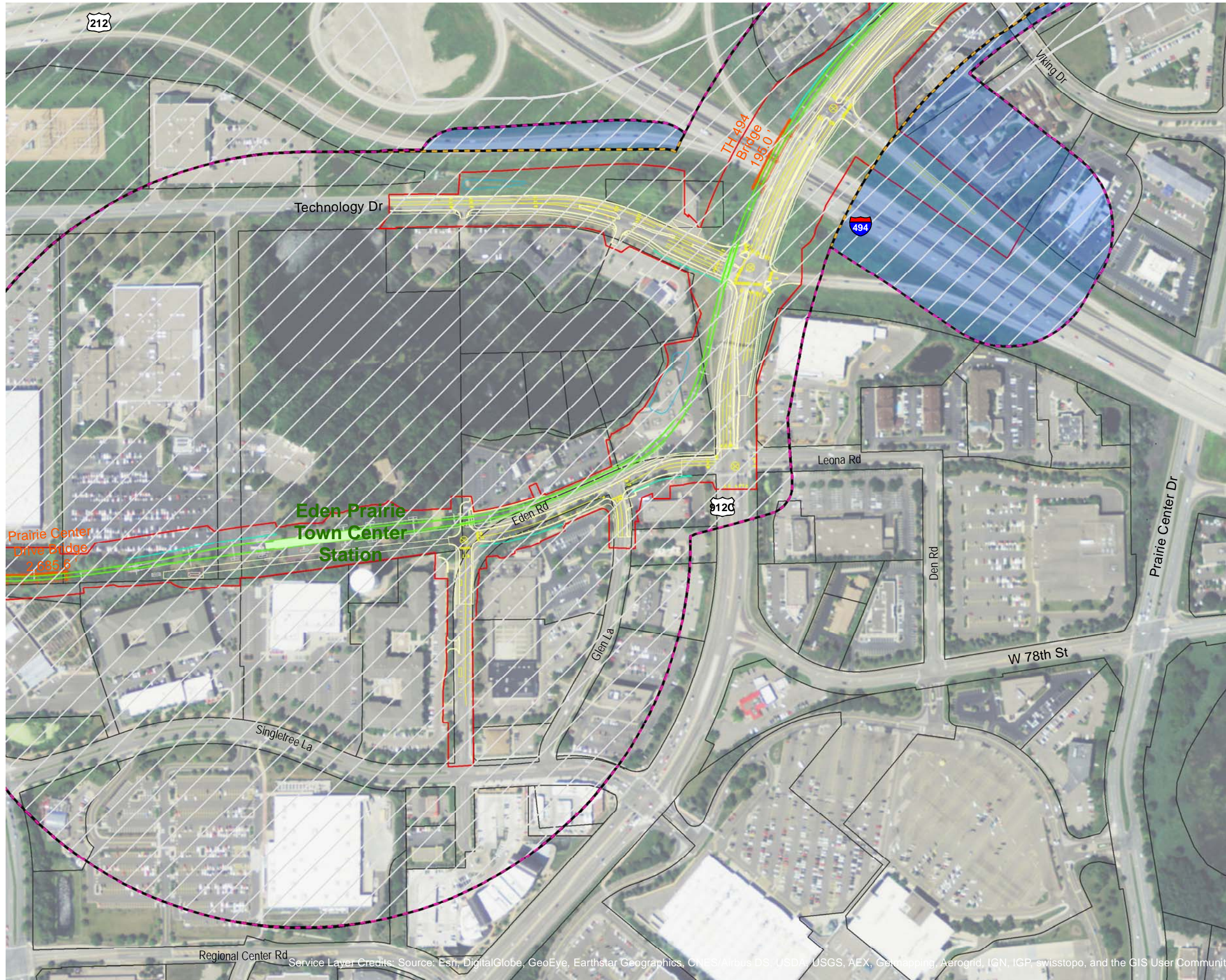
Architecture/History APE Revisions






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

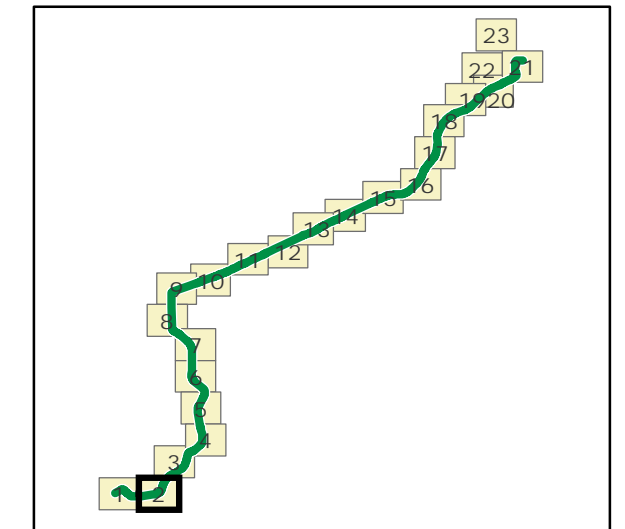
Figure 1



Southwest LRT Final EIS  
Hennepin County, Minnesota



-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








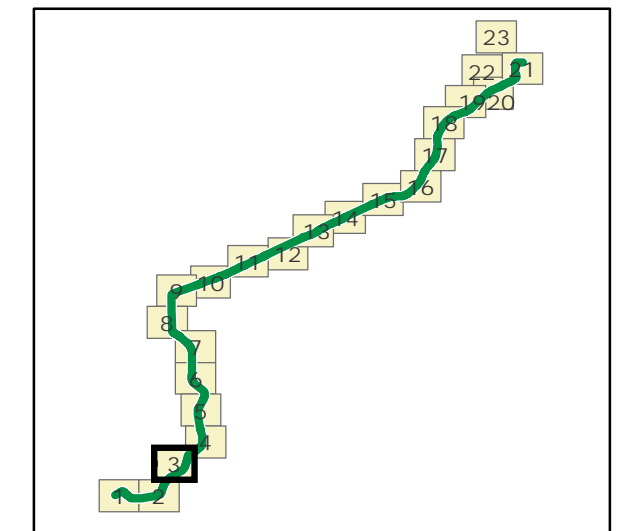
Architecture/History APE Revisions

Figure 2



Southwest LRT Final EIS  
Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








Architecture/History APE Revisions

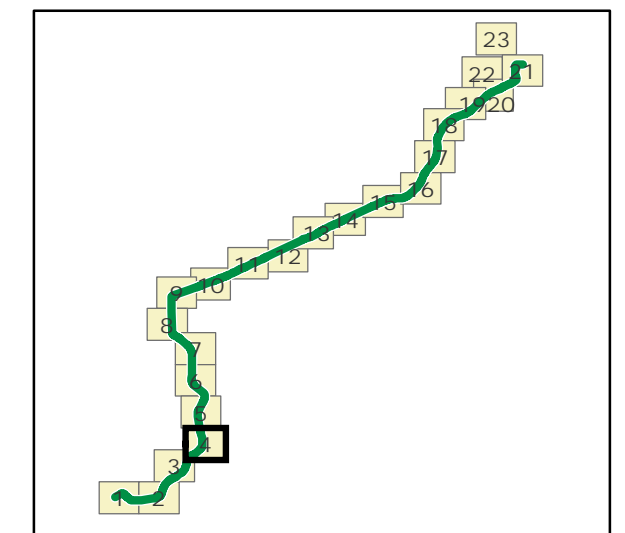
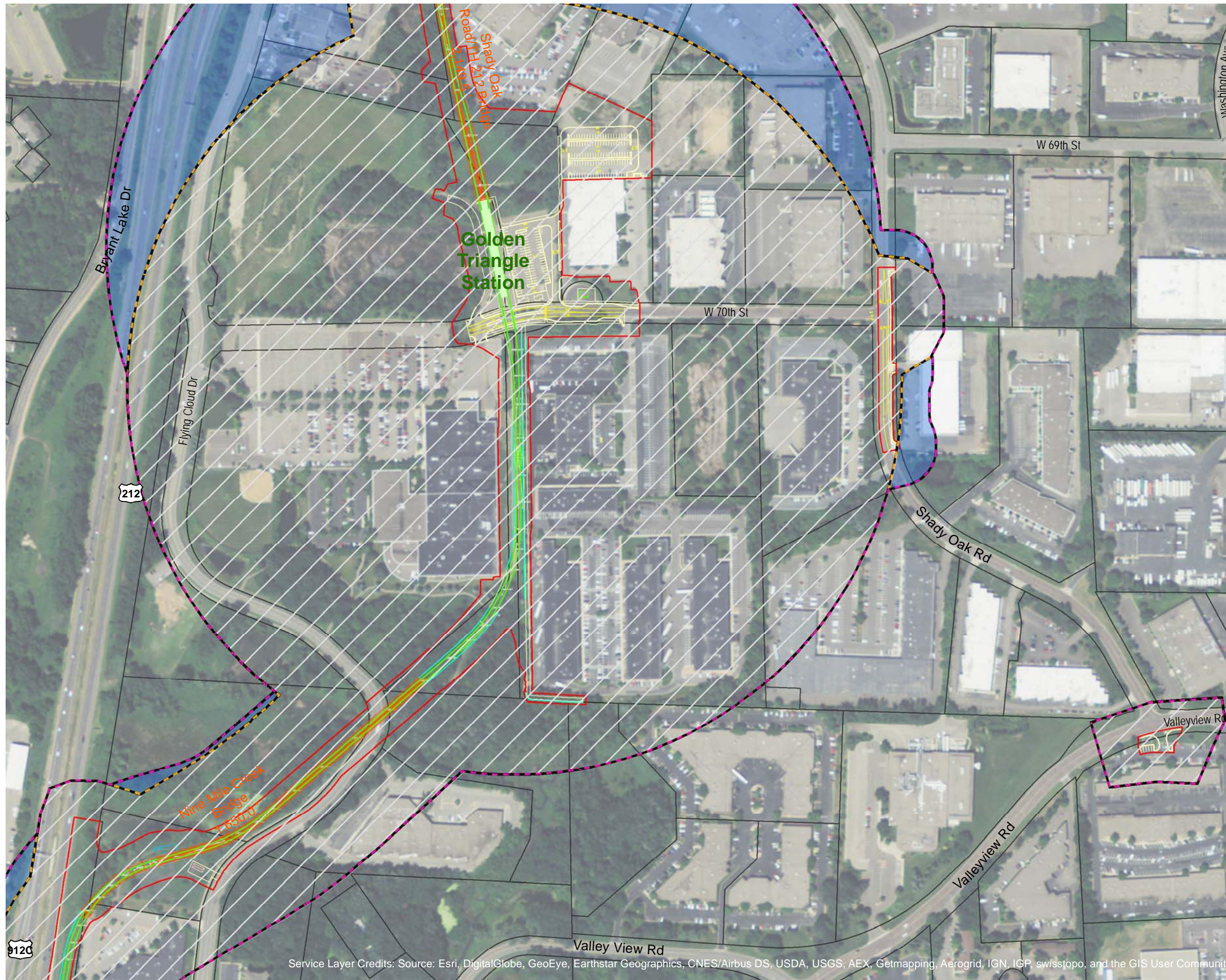
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 3



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








Architecture/History APE Revisions

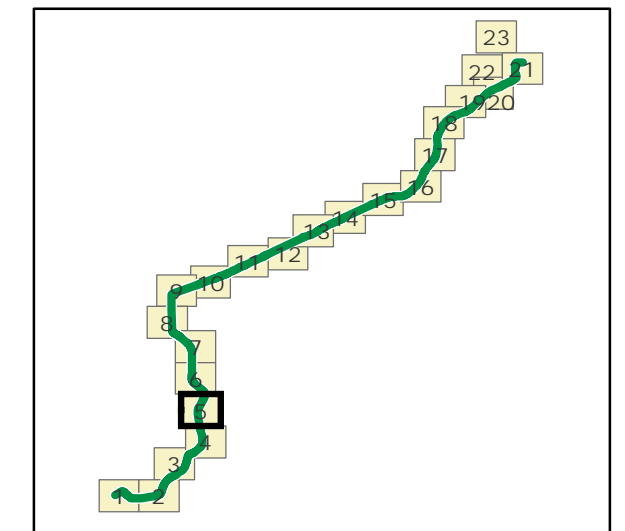
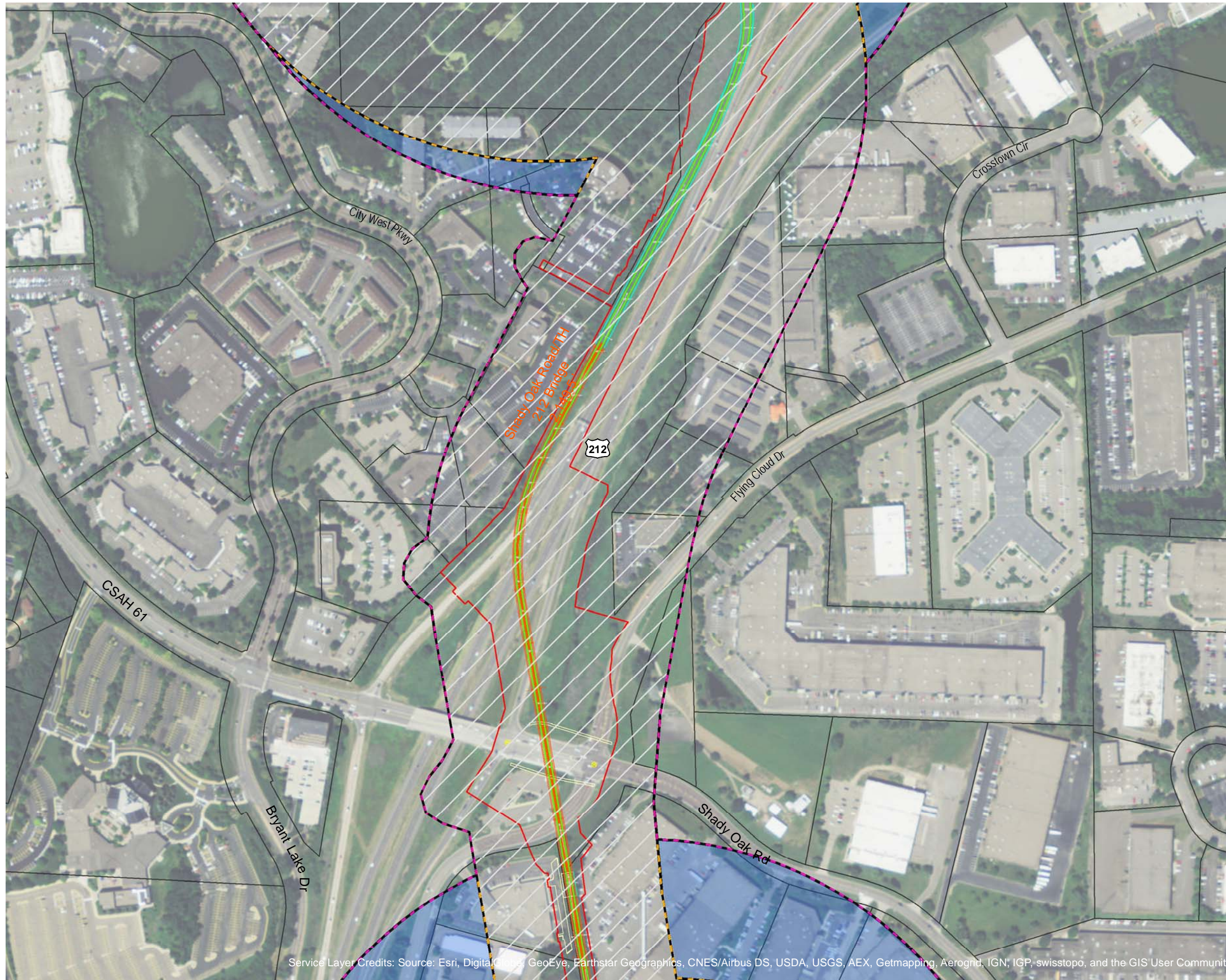
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Figure 4



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








Architecture/History APE Revisions

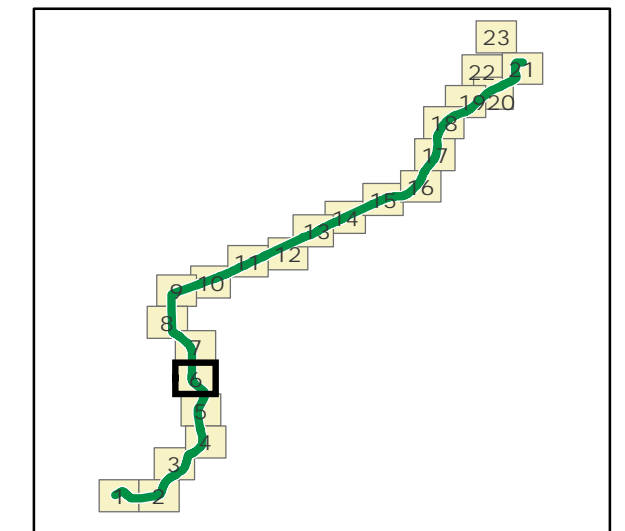
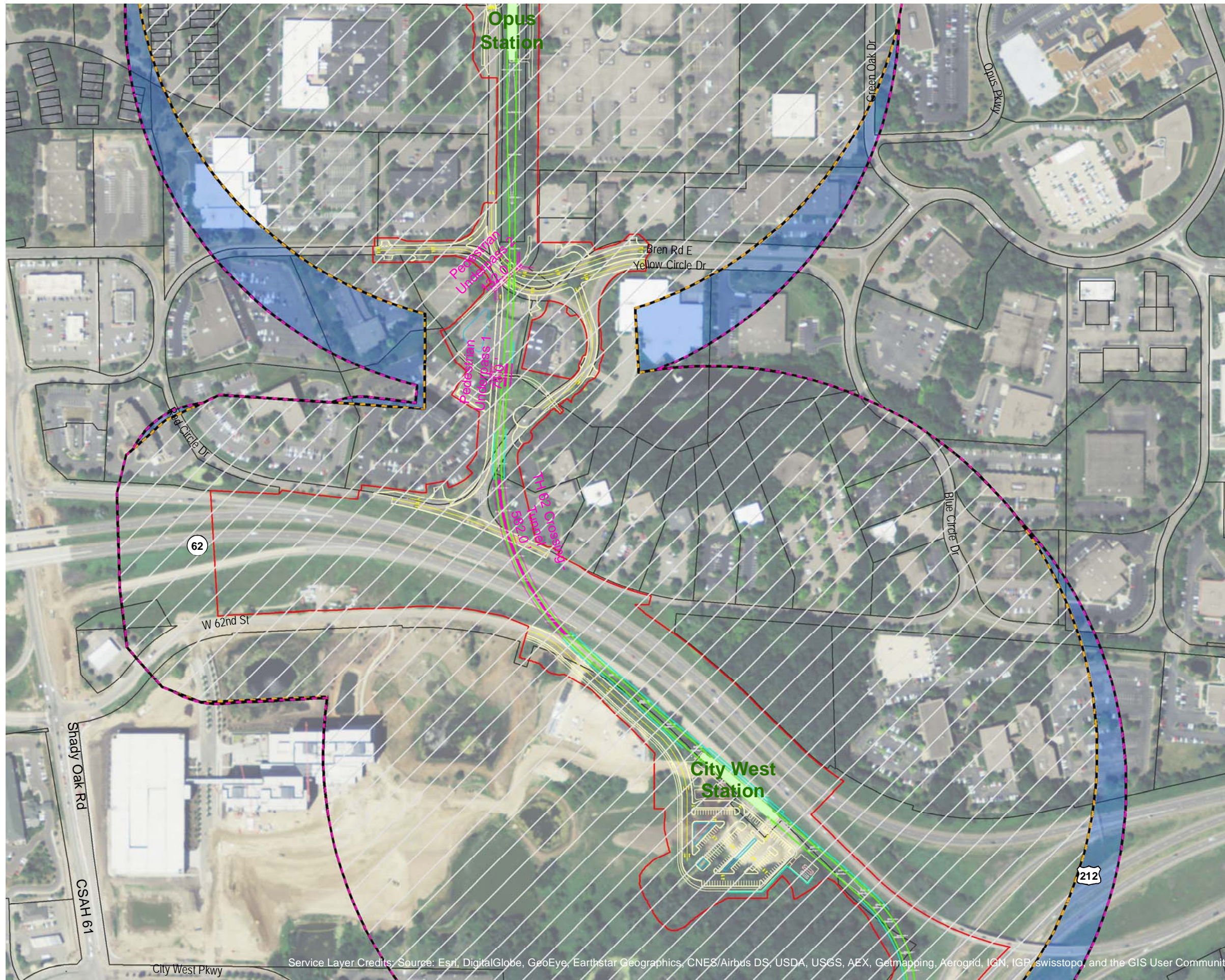
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 5



Southwest LRT Final EIS  
Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








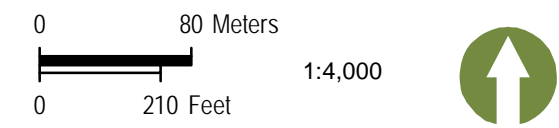
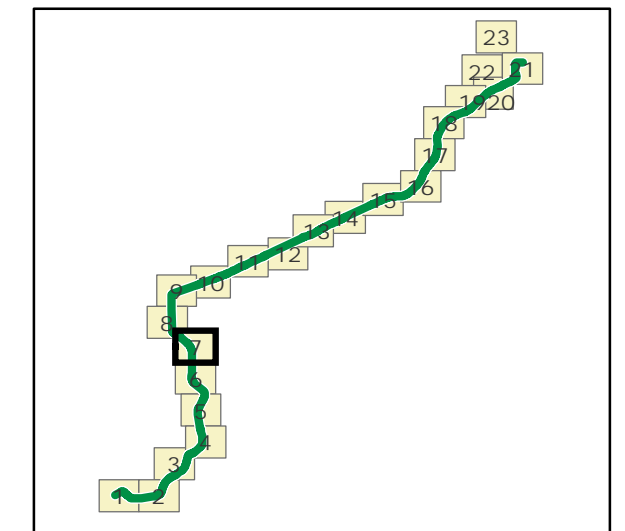
Architecture/History APE Revisions

Figure 6

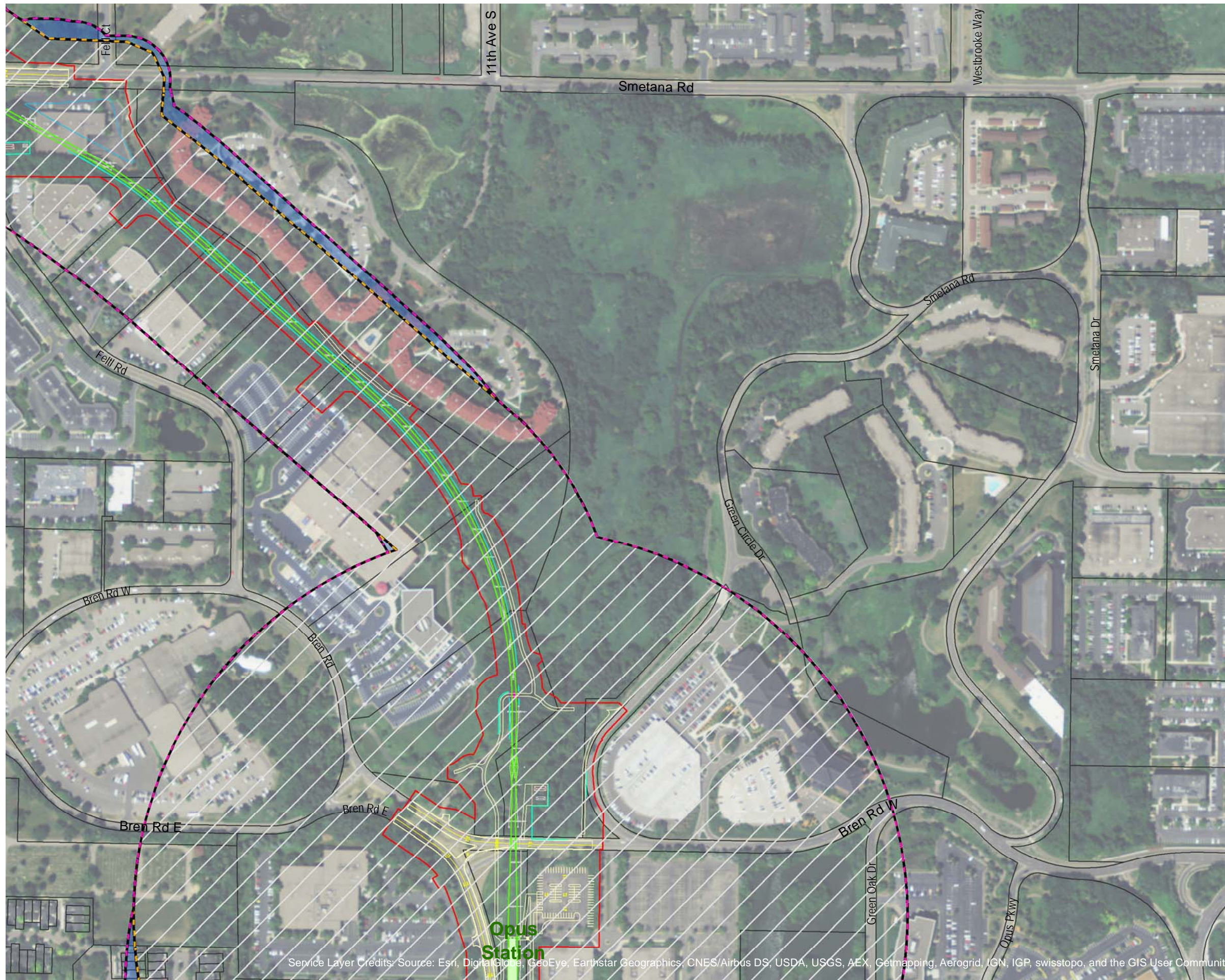


Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance



Architecture/History APE Revisions








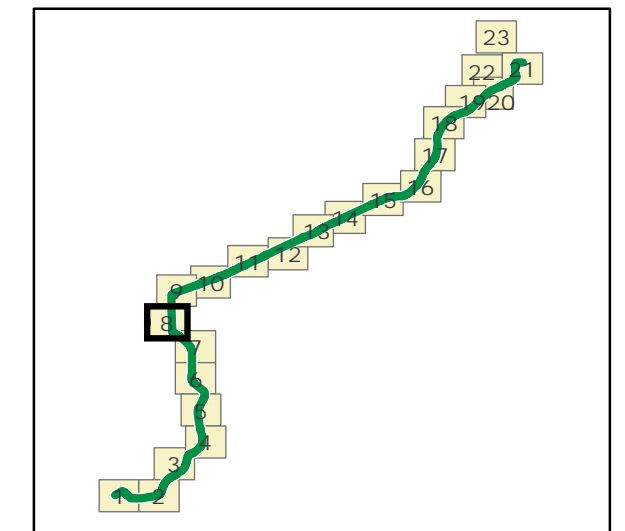
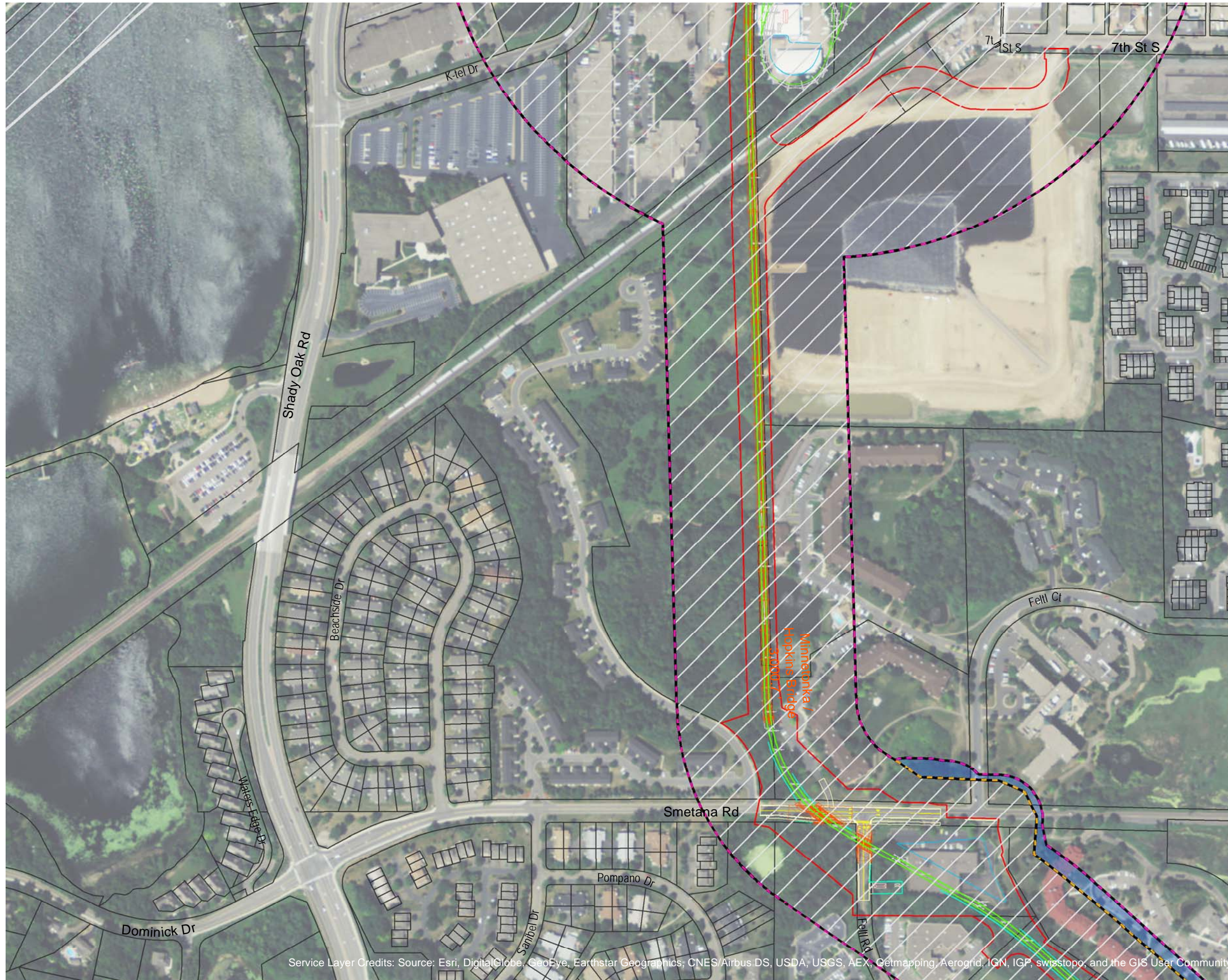
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 7



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








Architecture/History APE Revisions

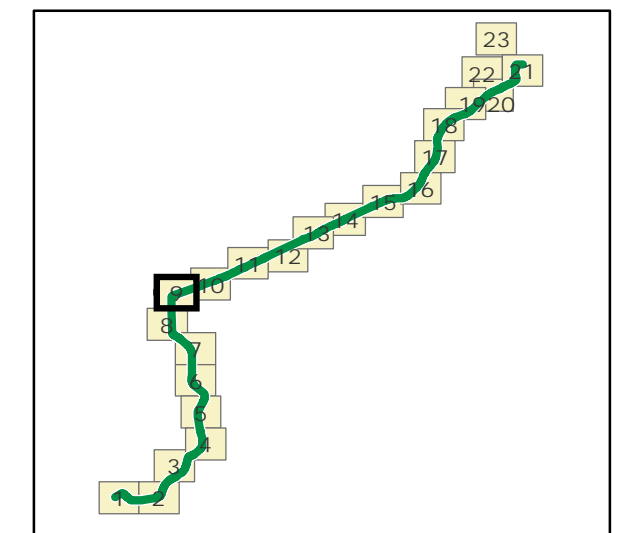
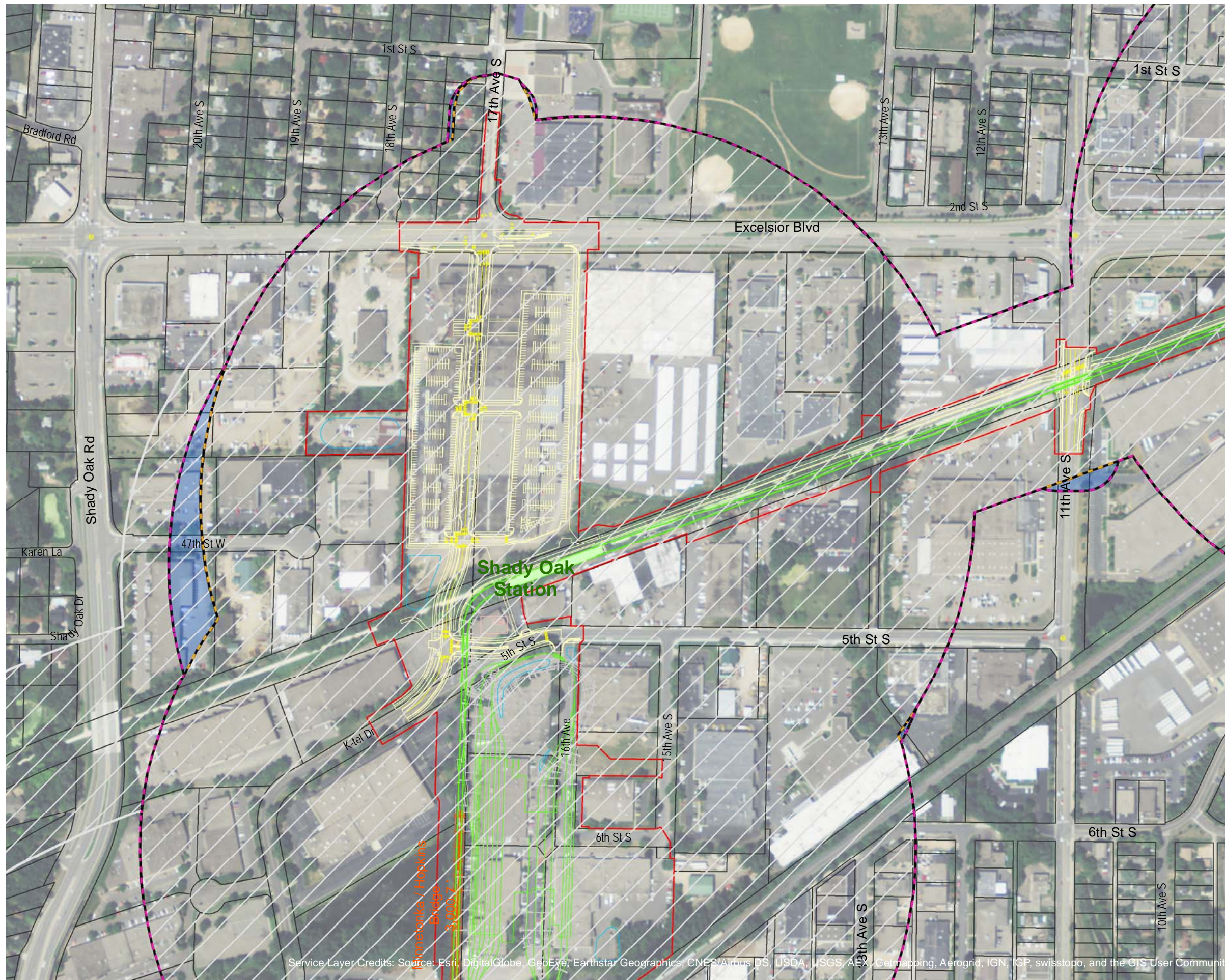
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 8



Southwest LRT Final EIS  
Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








Architecture/History APE Revisions

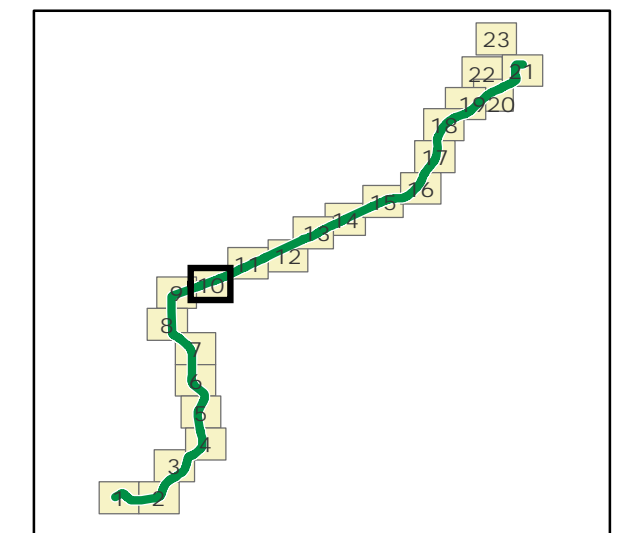
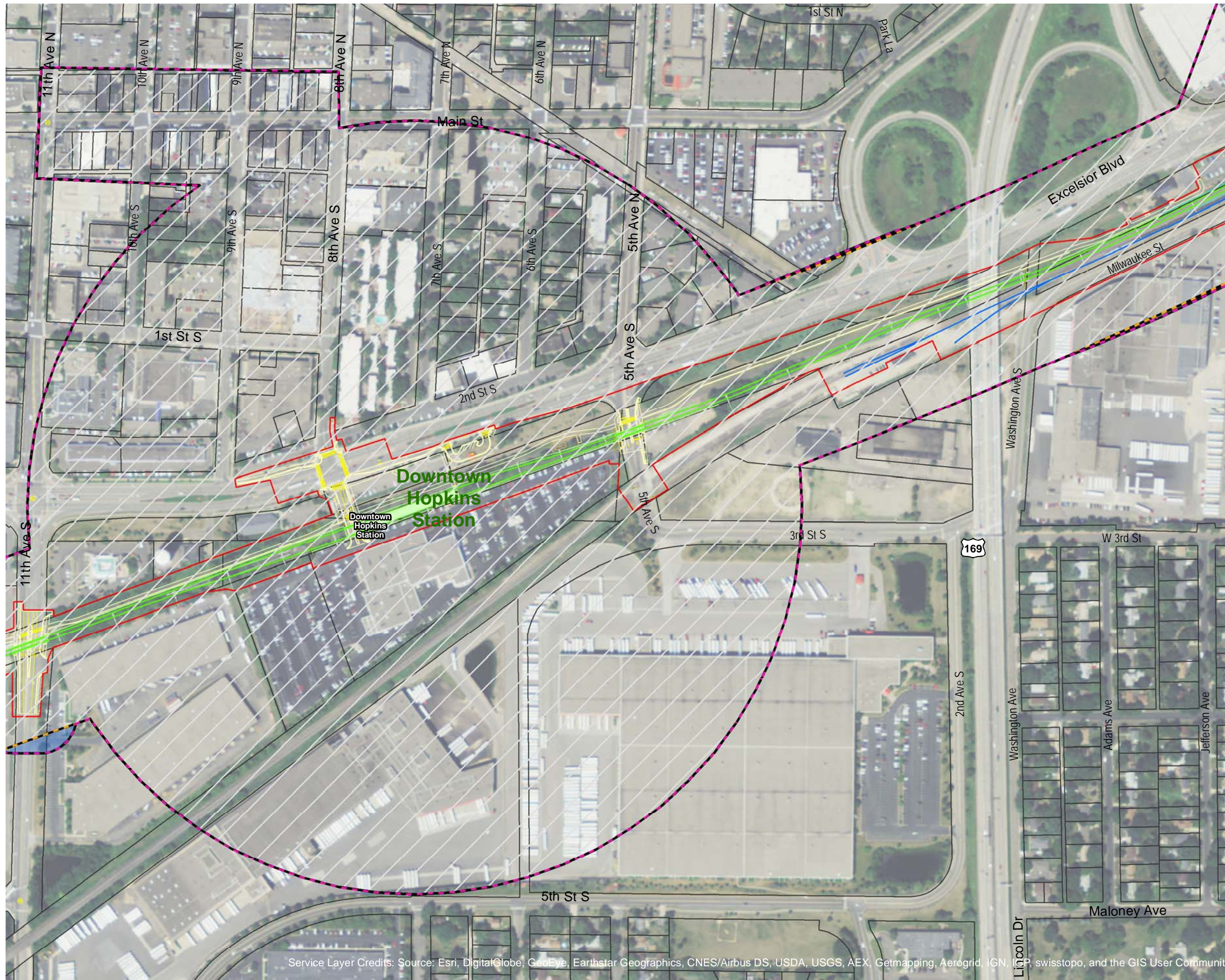
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

Figure 9



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








Architecture/History APE Revisions

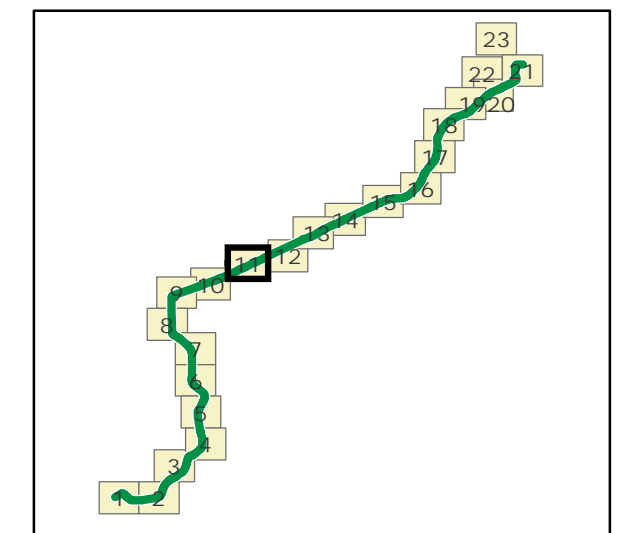
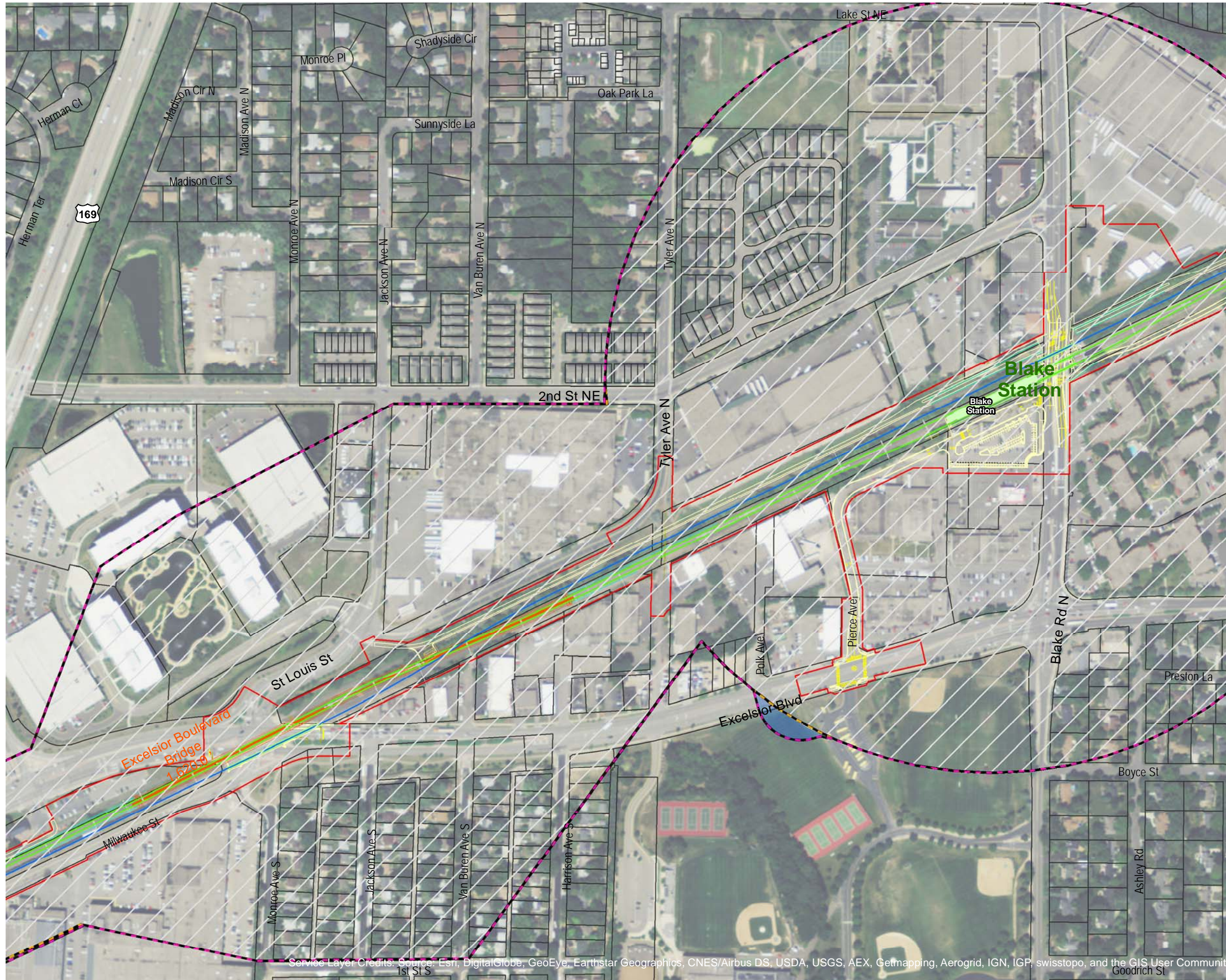
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 10



Southwest LRT Final EIS  
Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance

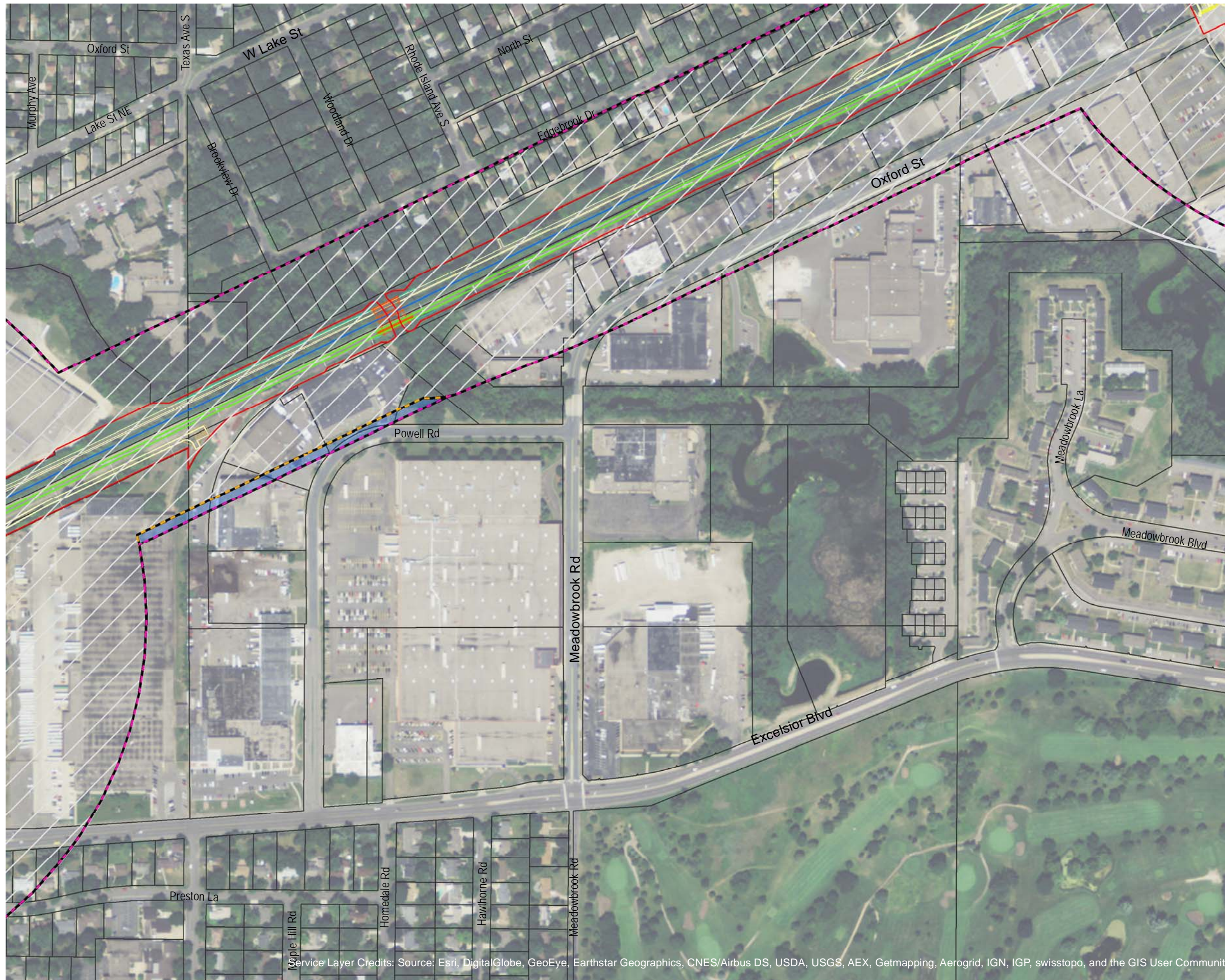







Architecture/History APE Revisions

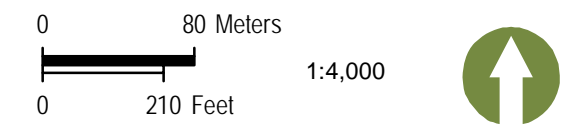
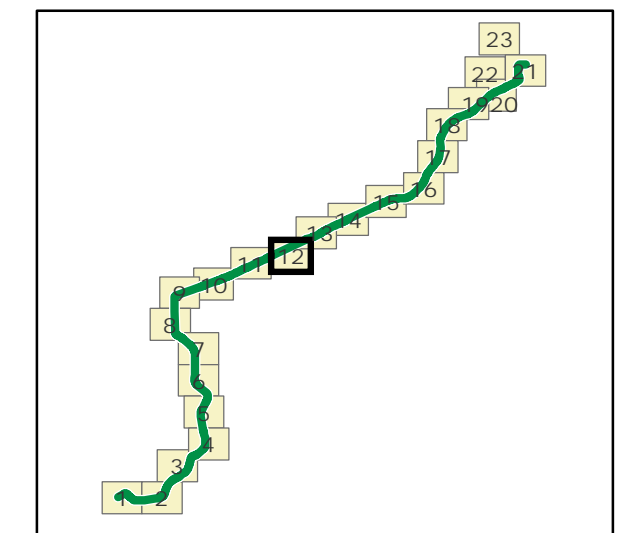
Figure 11



Southwest LRT Final EIS  
 Hennepin County, Minnesota



-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








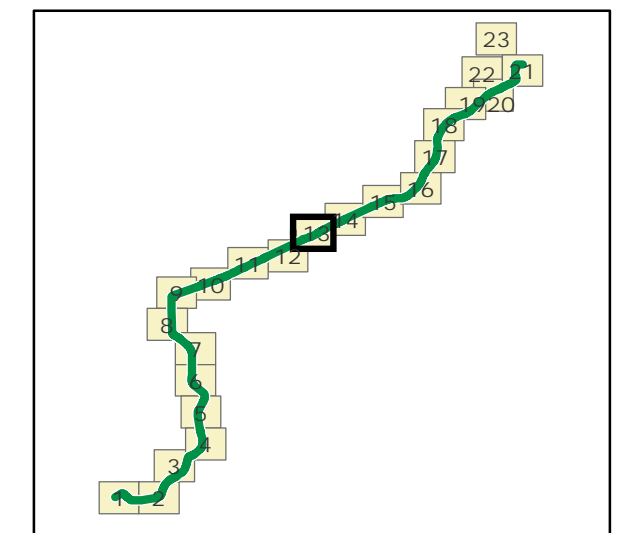
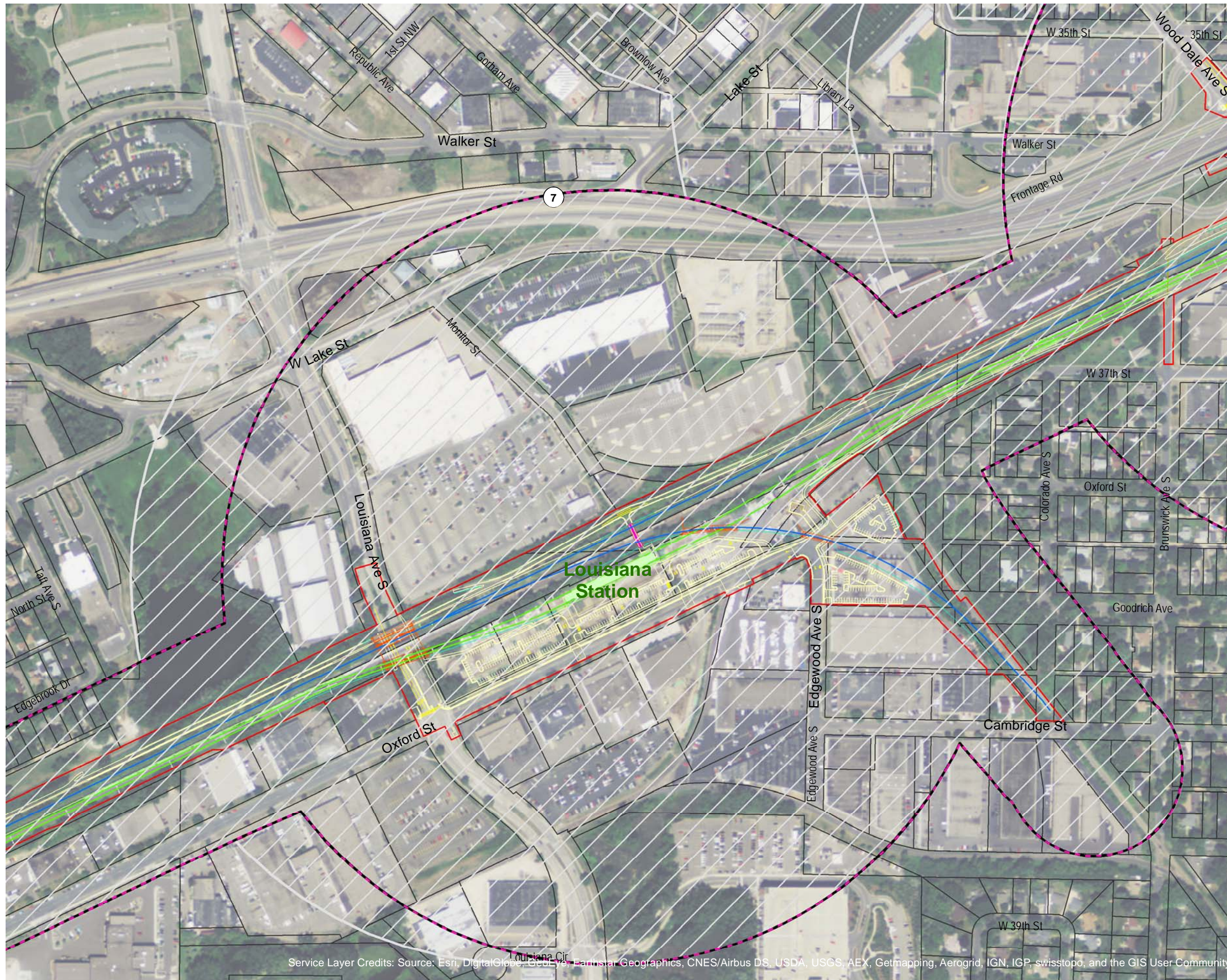
Architecture/History APE Revisions

Figure 12



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








Architecture/History APE Revisions

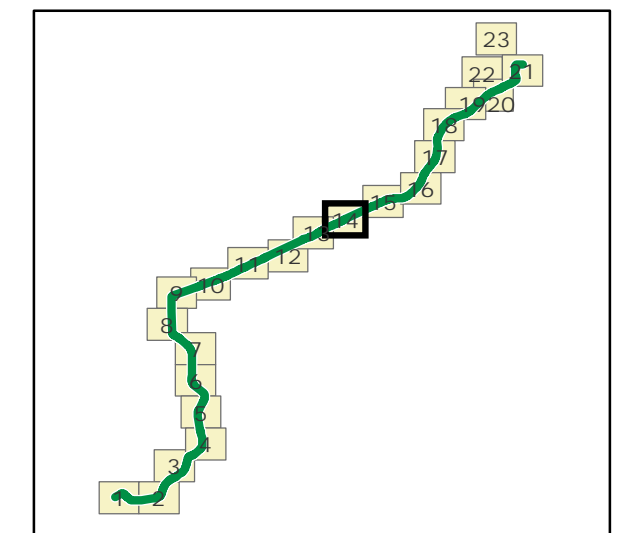
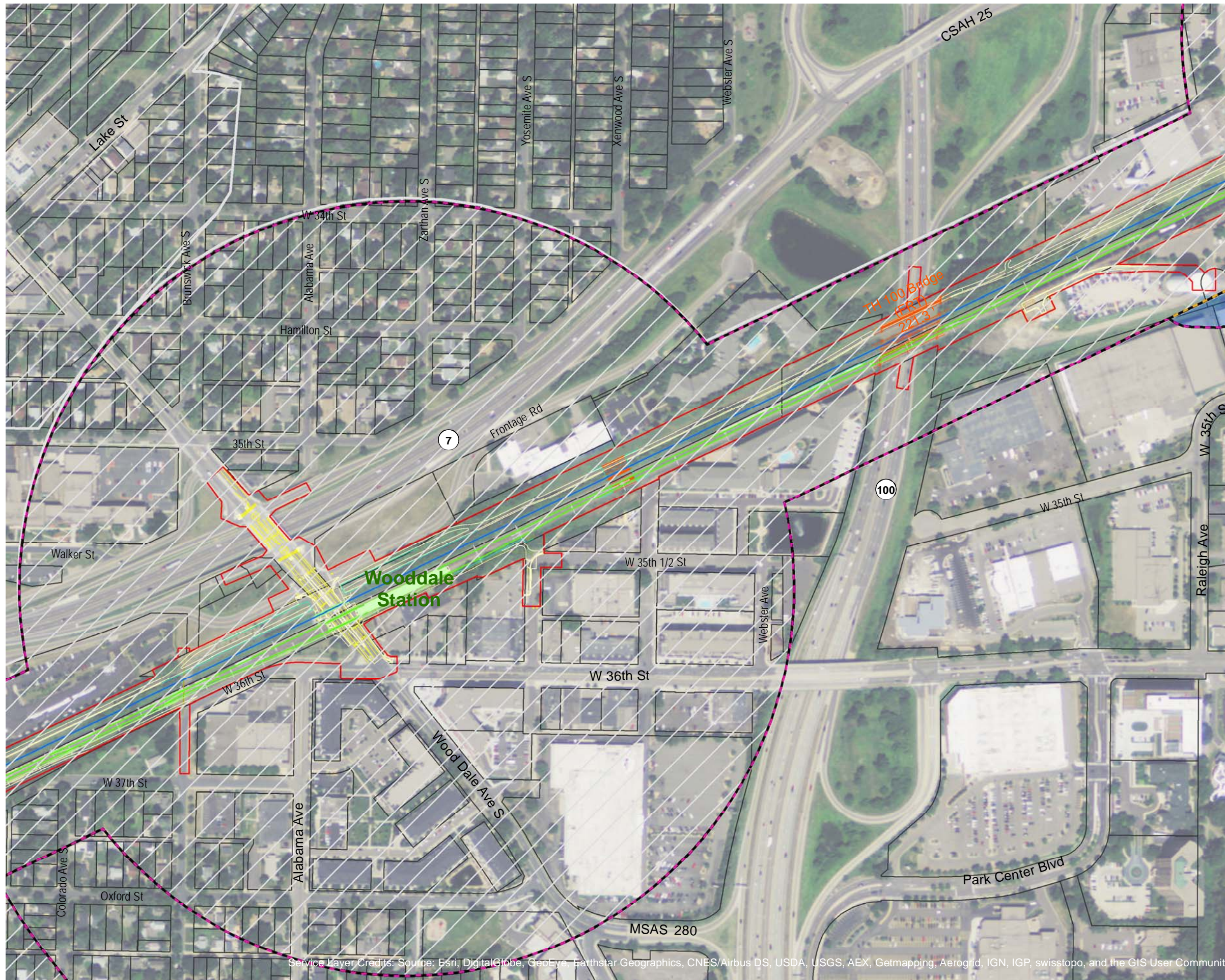
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User-Community

Figure 13



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








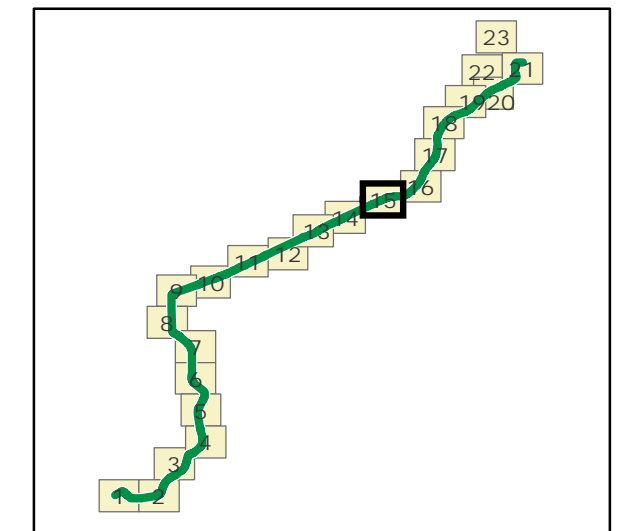
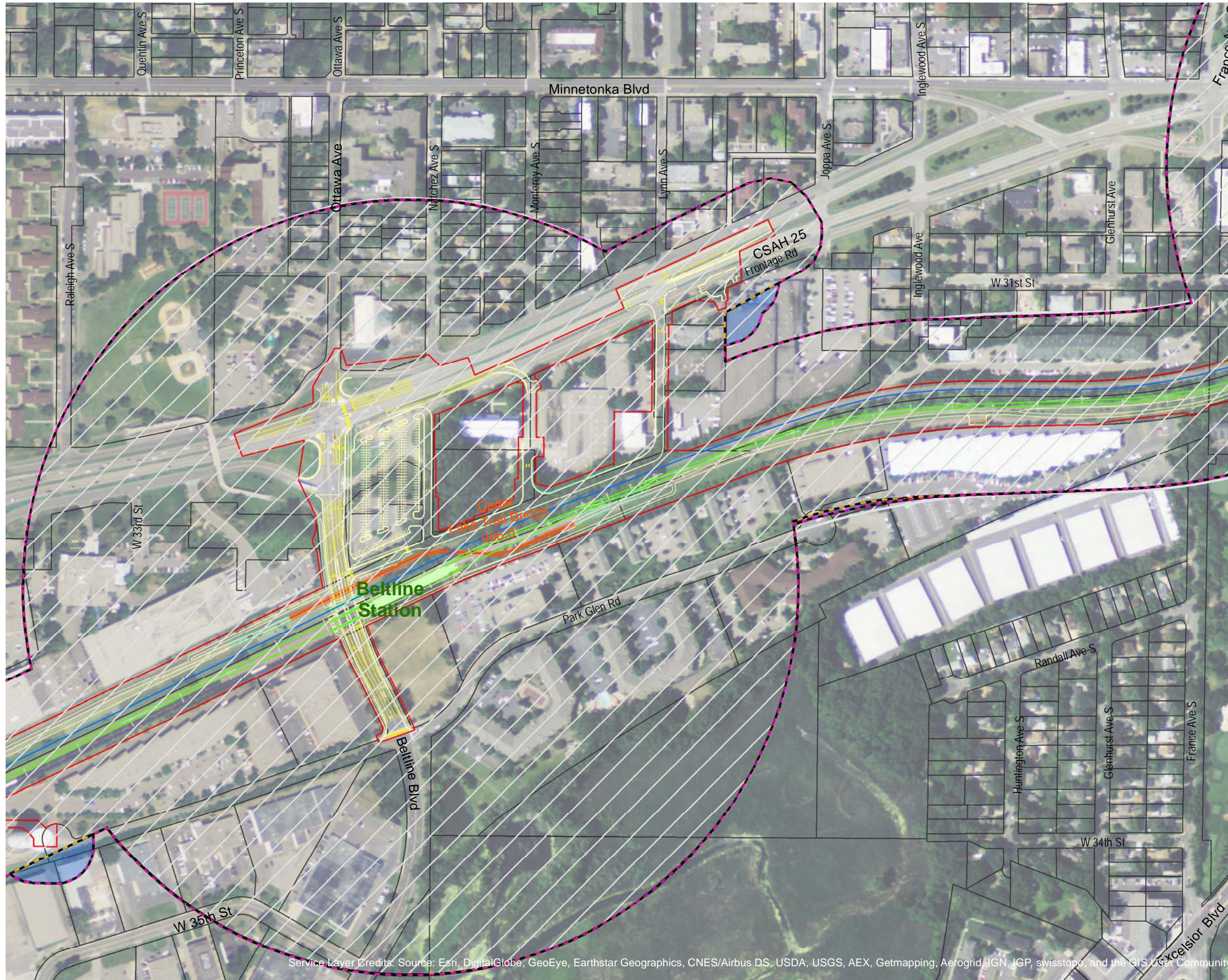
Architecture/History APE Revisions

Figure 14



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








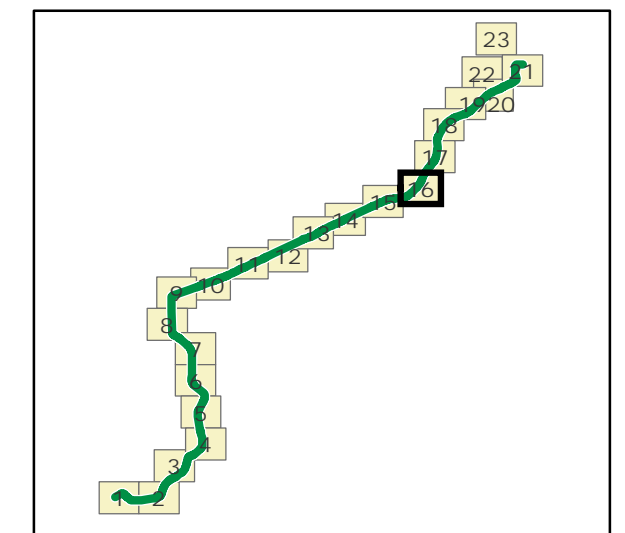
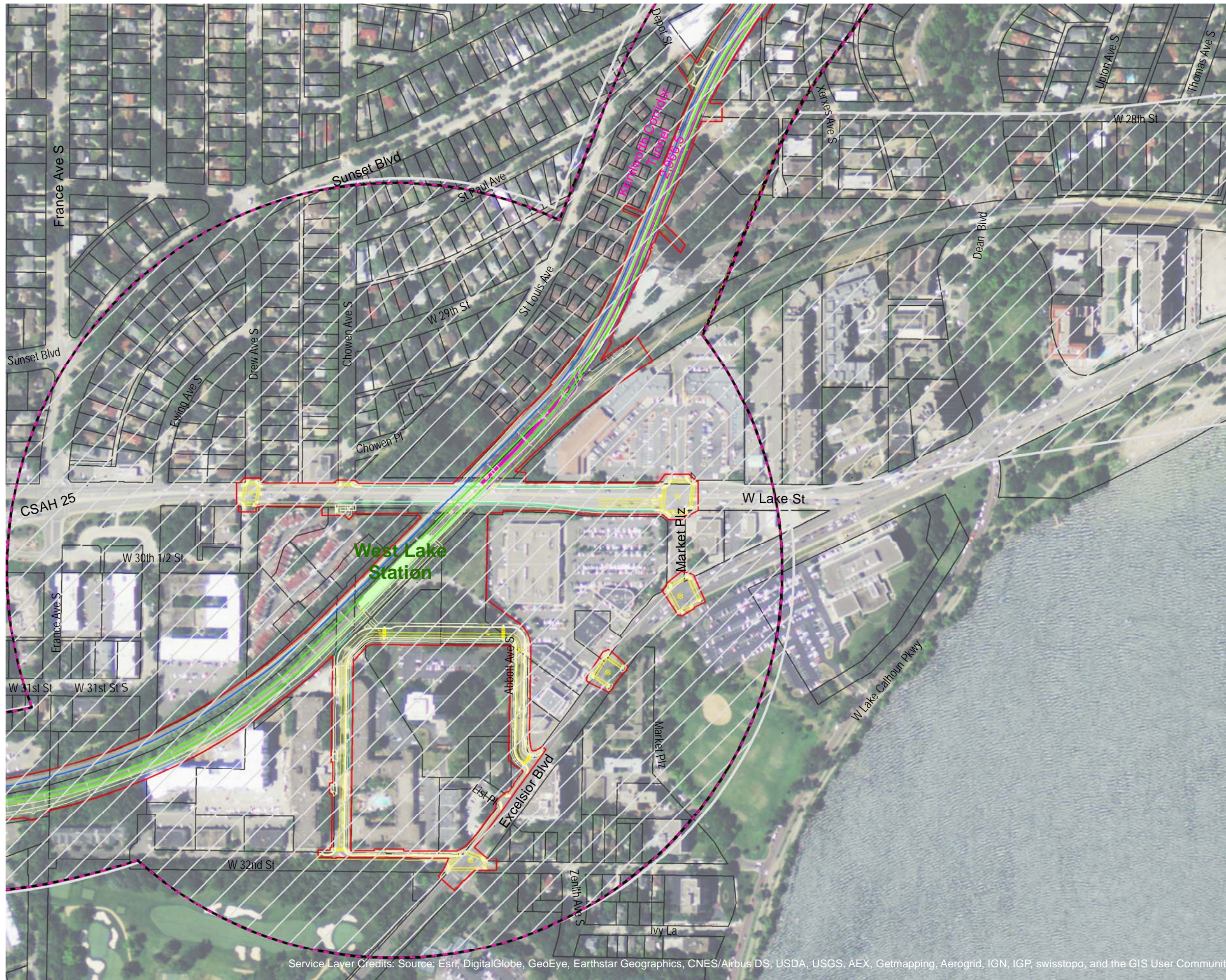
Architecture/History APE Revisions

Figure 15



Southwest LRT Final EIS  
Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








Architecture/History APE Revisions

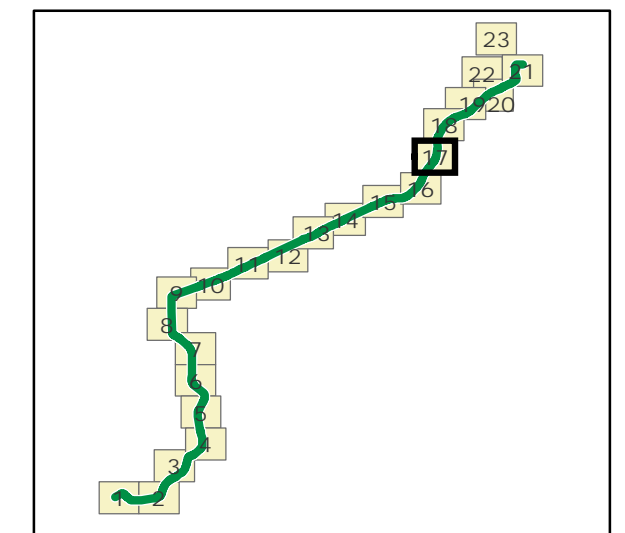
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 16



Southwest LRT Final EIS  
Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance

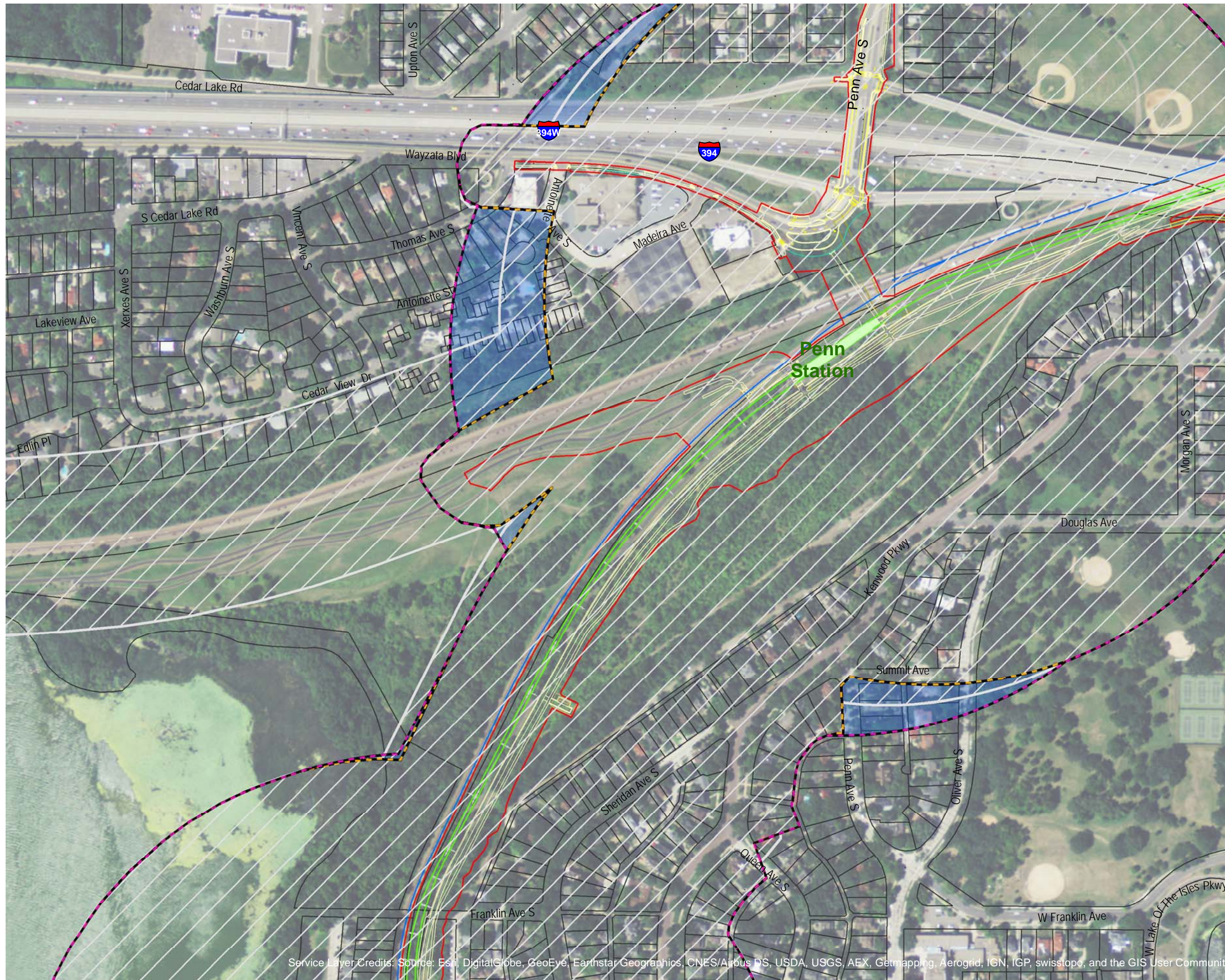







Architecture/History APE Revisions

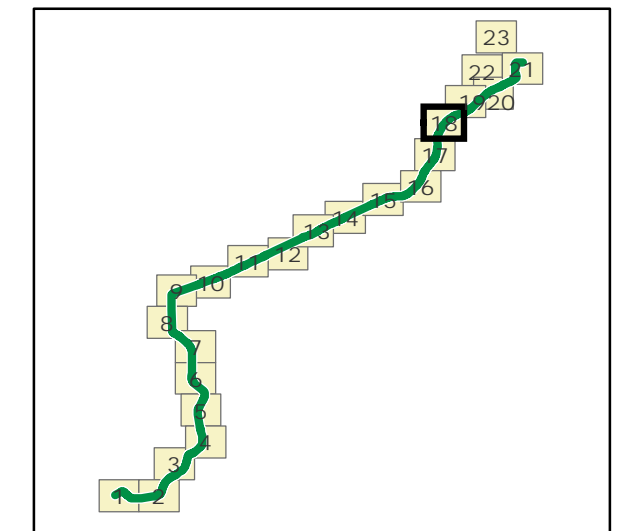
Figure 17



Southwest LRT Final EIS  
 Hennepin County, Minnesota



-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








Architecture/History APE Revisions

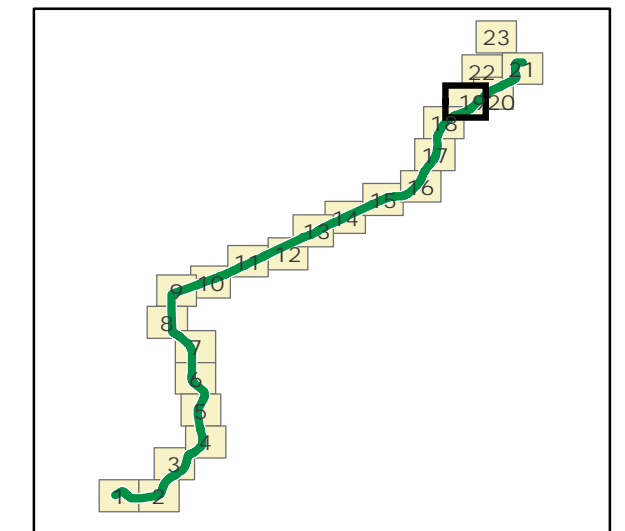
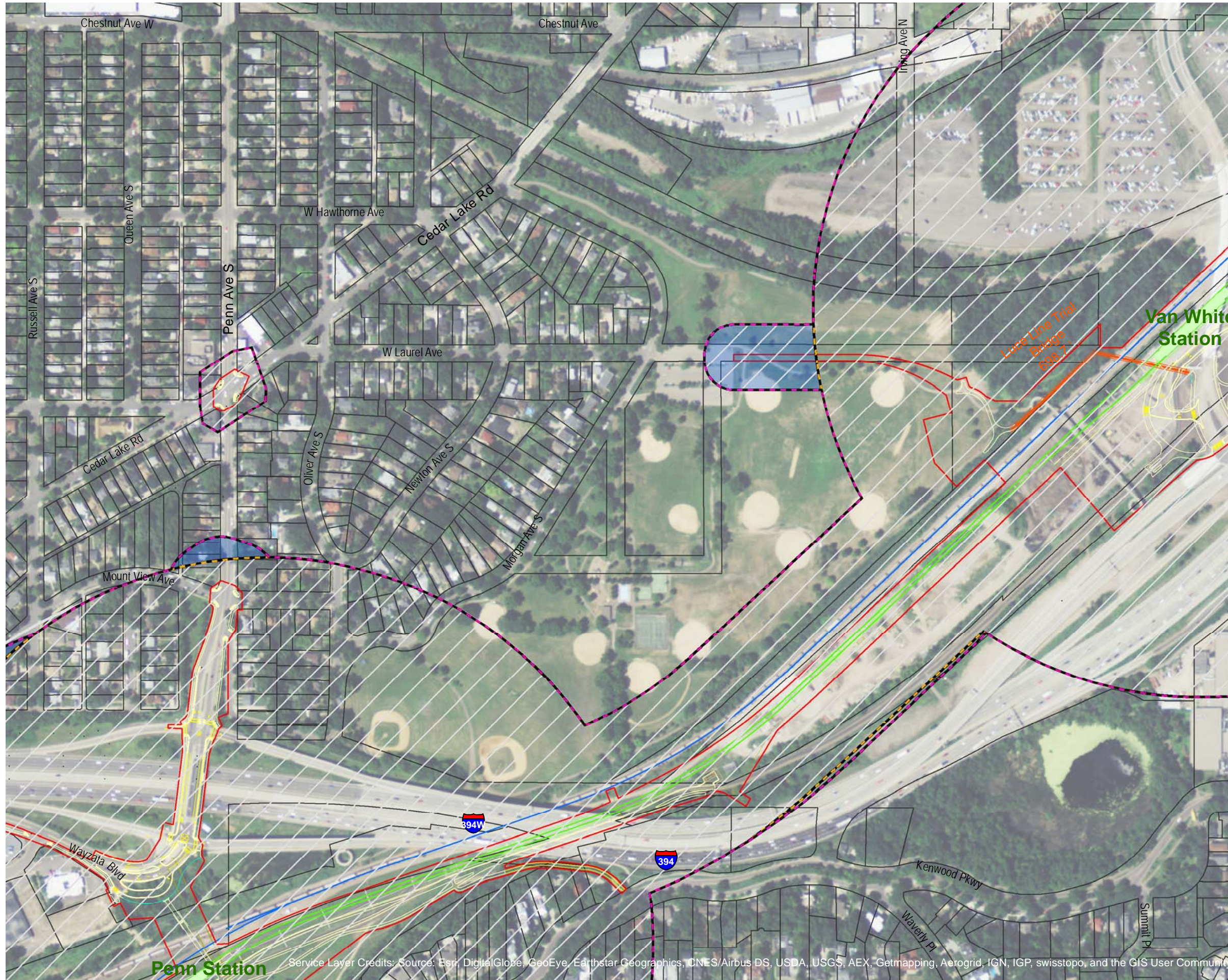
Service Layer Credits: Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community

Figure 18



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance

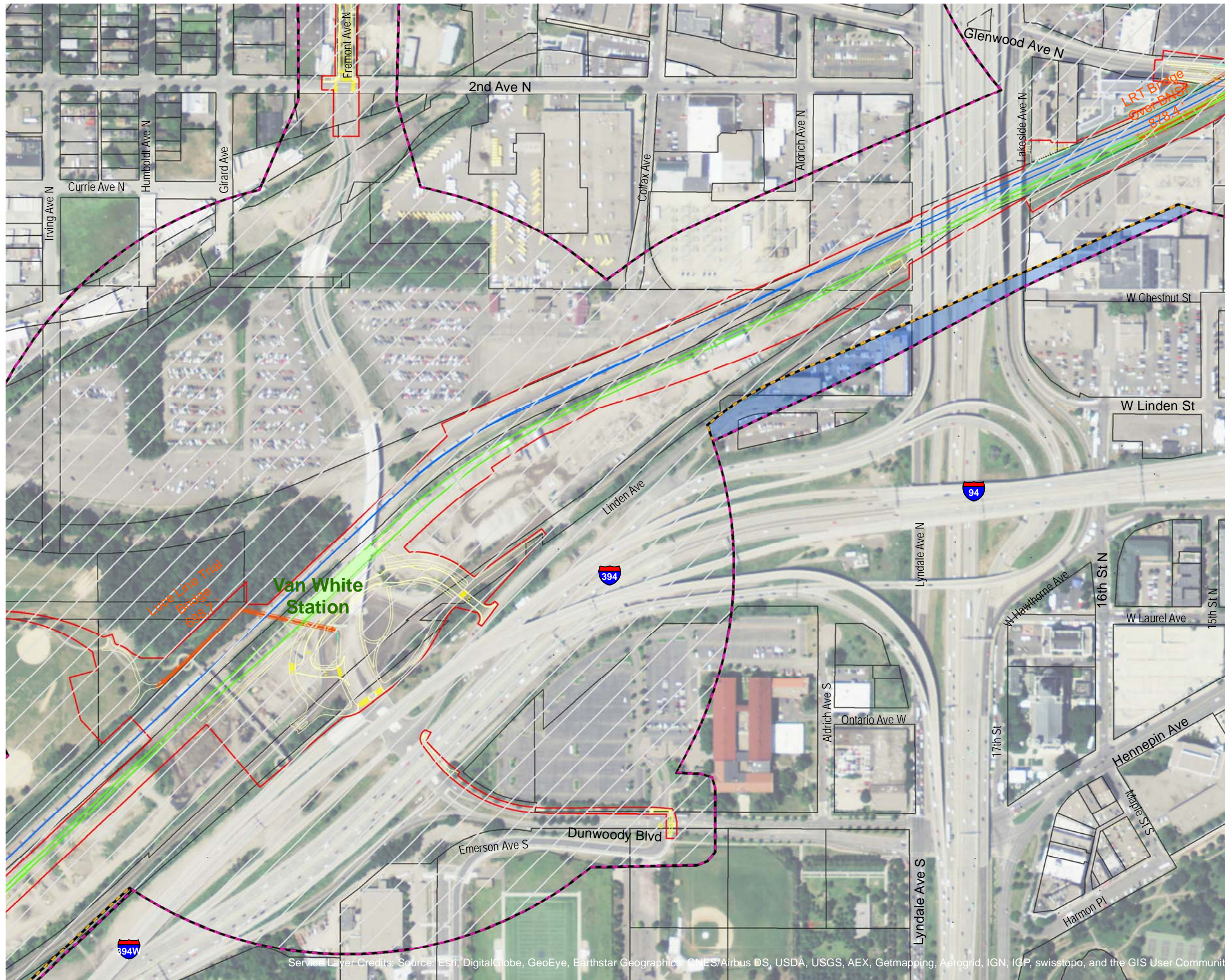







Architecture/History APE Revisions

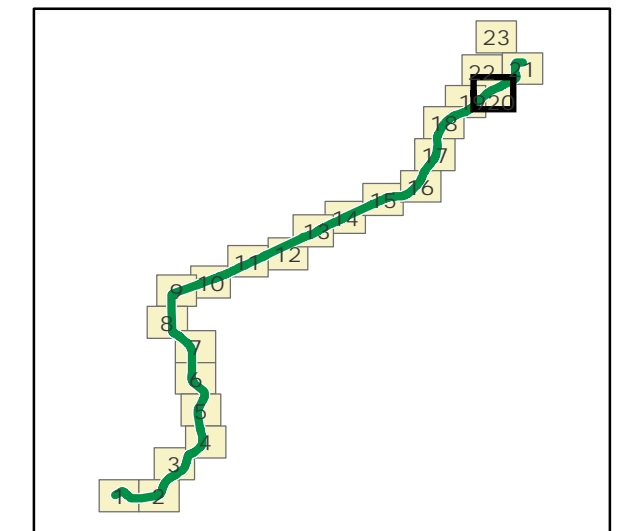
Figure 19



Southwest LRT Final EIS  
Hennepin County, Minnesota



-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








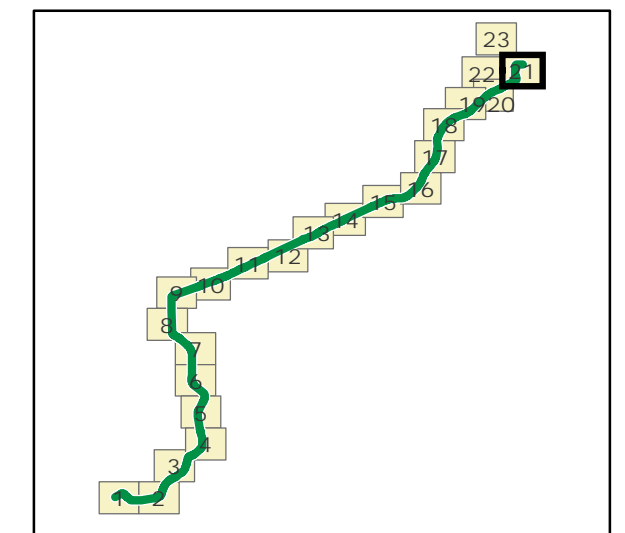
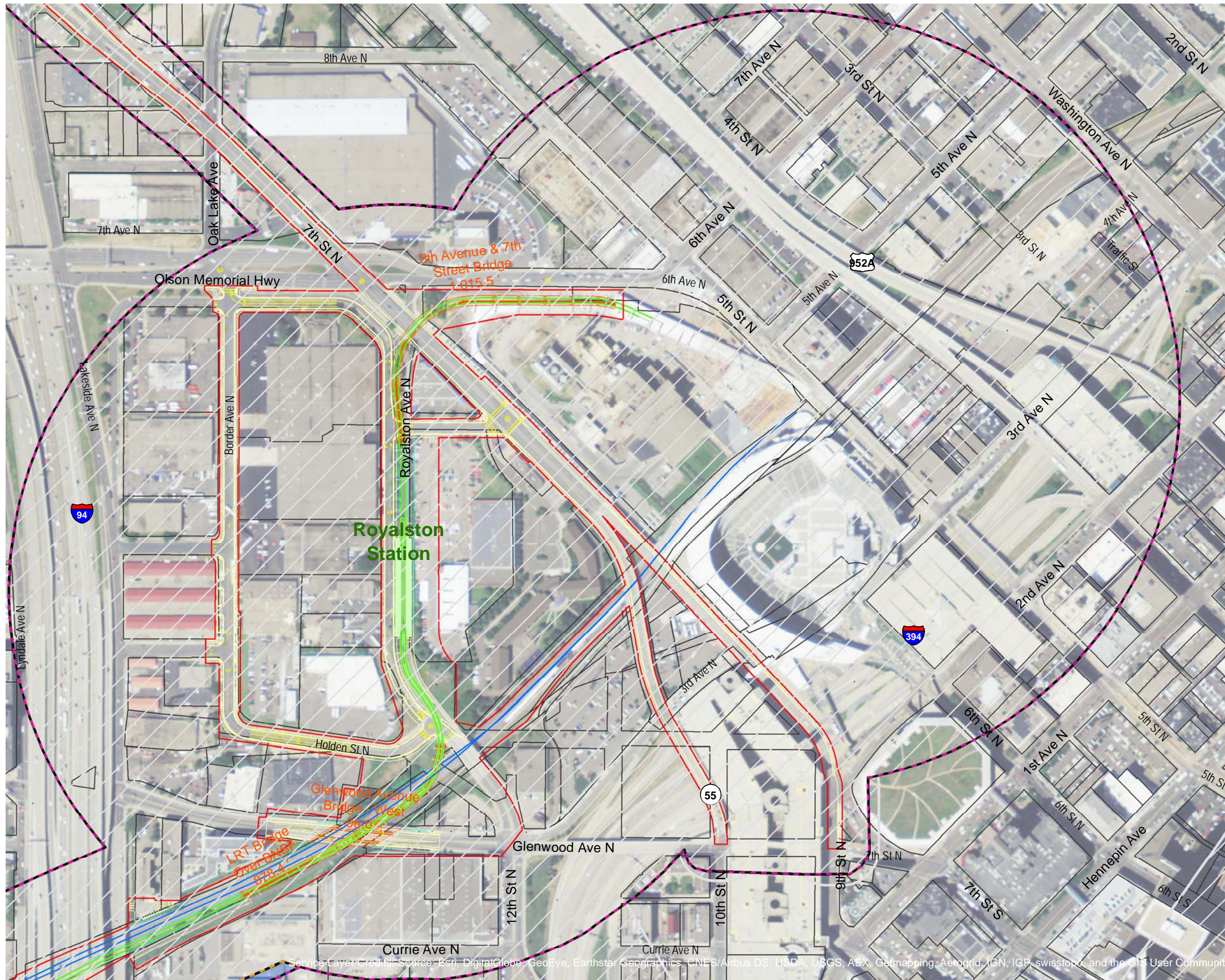
Architecture/History APE Revisions

Figure 20



Southwest LRT Final EIS  
Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








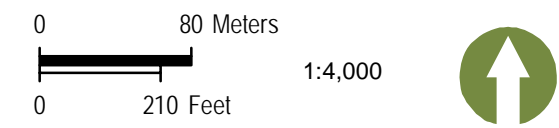
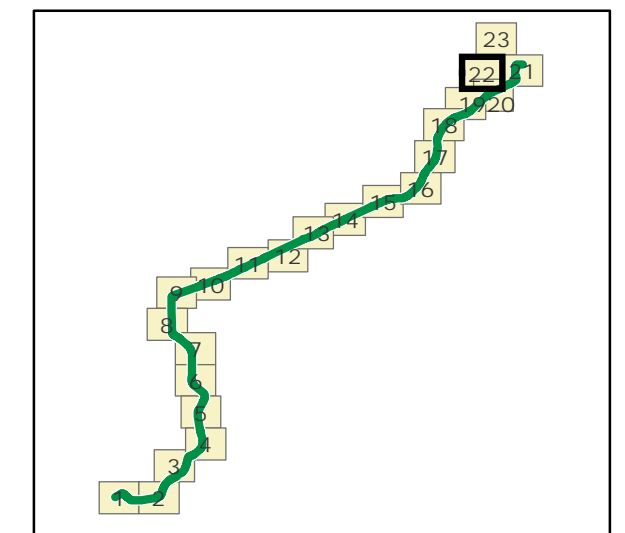
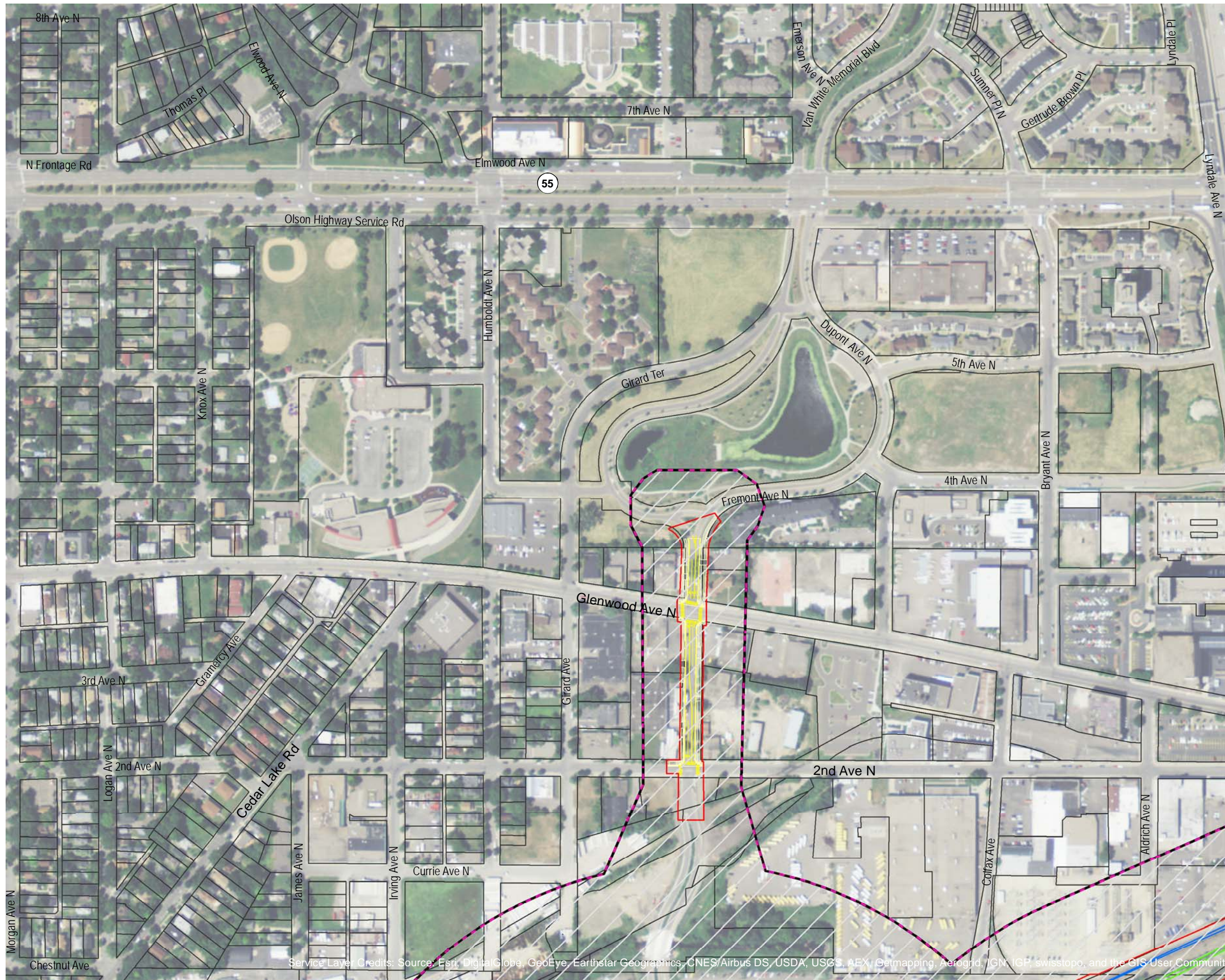
Architecture/History APE Revisions

Figure 21



Southwest LRT Final EIS  
 Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance








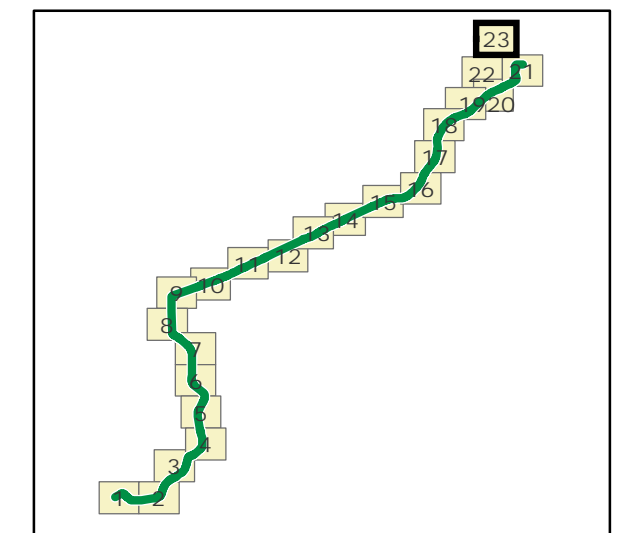
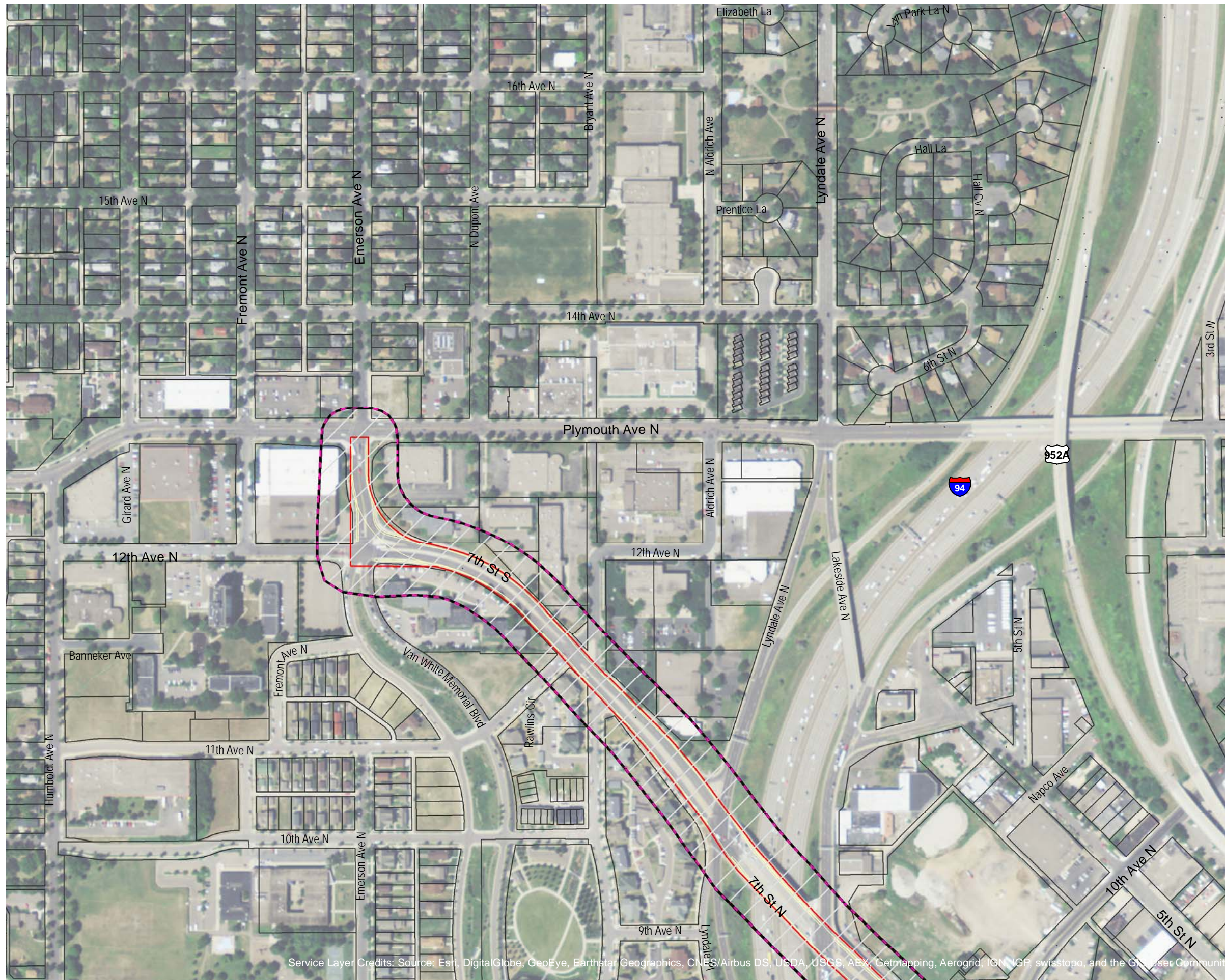
Architecture/History APE Revisions

Figure 22



Southwest LRT Final EIS  
Hennepin County, Minnesota

-  Revised Architecture/History APE (September 2015)
-  Architecture/History APE (October 2014)
-  Area of APE Expansion
-  Previously Reviewed Area
-  Limits of Disturbance



Architecture/History APE Revisions

Figure 23



**ATTACHMENT B**

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

draft



### 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. <sup>1</sup>
	<b><i>National Historic Landmarks</i></b>				
HE-SLC-009	Peavey-Haglin Experimental Concrete Grain Elevator	Hwys. 100 and 7	St. Louis Park	Listed	—
	<b><i>Historic Districts</i></b>				
HE-HOC-027	Hopkins Commercial Historic District	800-1000 blocks of Mainstreet	Hopkins	—	Eligible
XX-PRK-001	Grand Rounds Historic District (GRHD)	—	Minneapolis	—	Eligible
HE-MPC-0441	Minneapolis Warehouse Historic District	Vicinity of 1 <sup>st</sup> Ave. N., N. 1 <sup>st</sup> St., 10 <sup>th</sup> Ave. N., and N. 6 <sup>th</sup> St.	Minneapolis	—	Listed
HE-MPC-9860	Lake of the Isles Residential Historic District (LIRHD)	Vicinity of E. / W. Lake of the Isles Pkwy.	Minneapolis	—	Eligible
HE-MPC-16387	St.P.M.&M. R.R. / G.N. Rwy. Historic District	—	Minneapolis	—	Eligible
XX-RRD-010	Osseo Branch of the	—	Minneapolis	—	Eligible
HE-MPC-16389	St.P.M.&M. R.R. / G.N. Rwy. Historic District	—	Minneapolis	—	Eligible
HE-MPC-18059	Kenwood Parkway Residential Historic District (KPRHD)	1805-2216 Kenwood Pkwy.	Minneapolis	—	Eligible
	<b><i>Individual Resources</i></b>				
HE-HOC-014	M.&St.L. Rwy. Depot	9451 Excelsior Blvd.	Hopkins	Eligible	—
HE-HOC-026	Hopkins City Hall	1010 1 <sup>st</sup> St. S.	Hopkins	Eligible	—
HE-SLC-008	C.M.St.P.&P. R.R. Depot	6210 W. 37 <sup>th</sup> St.	St. Louis Park	Listed	—
HE-SLC-055	Hoffman Callan Building	3907 Hwy. 7	St. Louis Park	Eligible	—
HE-MPC-1796	Kenwood Parkway (GRHD and KPRHD element)	—	Minneapolis	—	Eligible GRHD:c KPRHD:c
HE-MPC-1797	Kenwood Park (GRHD element)	—	Minneapolis	—	Eligible GRHD:c
HE-MPC-1811	Lake Calhoun (GRHD element)	—	Minneapolis	—	Eligible GRHD:c
HE-MPC-1820	Cedar Lake (GRHD element)	—	Minneapolis	—	Eligible GRHD:c
HE-MPC-1822	Kenilworth Lagoon (GRHD and LIRHD element)	—	Minneapolis	—	Eligible GRHD:c LIRHD:c
HE-MPC-1824	Lake of the Isles (GRHD and LIRHD element)	—	Minneapolis	—	Eligible GRHD:c LIRHD:c
HE-MPC-1825	Lake of the Isles Parkway (GRHD and LIRHD element)	—	Minneapolis	—	Eligible GRHD:c LIRHD:c

<sup>1</sup> Within the *Individual Resources* section, “c” means the property is contributing to the identified historic district.



Inventory No.	Property Name	Address	City	NRHP Status	
				Indiv.	Hist. Dist. <sup>1</sup>
HE-MPC-1833	Cedar Lake Parkway (GRHD element)	—	Minneapolis	—	Eligible GRHD:c
HE-MPC-6068	Frieda and Henry J. Neils House	2801 Burnham Blvd.	Minneapolis	Listed	—
HE-MPC-6475	Kenwood Water Tower (Individually eligible and also a GRHD element)	1724 Kenwood Pkwy.	Minneapolis	Eligible	Eligible GRHD:c
HE-MPC-6603	Frank W. and Julia C. Shaw House	2036 Queen Ave. S.	Minneapolis	Eligible	—
HE-MPC-6641	William Hood Dunwoody Institute	818 Dunwoody Blvd.	Minneapolis	Eligible	—
HE-MPC-6766	Mahalia and Zachariah Saveland House	2405 W. 22 <sup>nd</sup> St.	Minneapolis	Eligible	—
HE-MPC-6901	Park Board Bridge No. 4 / Bridge L5729 (Individually eligible and also a GRHD and LIRHD element)	—	Minneapolis	Eligible	Eligible GRHD:c LIRHD:c
HE-MPC-8763	Mac and Helen Martin House	1828 Mt. Curve Ave.	Minneapolis	Eligible	—
HE-MPC-17102	Minikahda Club	3205 Excelsior Blvd.	Minneapolis	Eligible	—
21HE0409	—	—	Minneapolis	Eligible	—
21HE0436	—	—	Minneapolis	Eligible	—
21HE0437	—	—	Minneapolis	Eligible	—



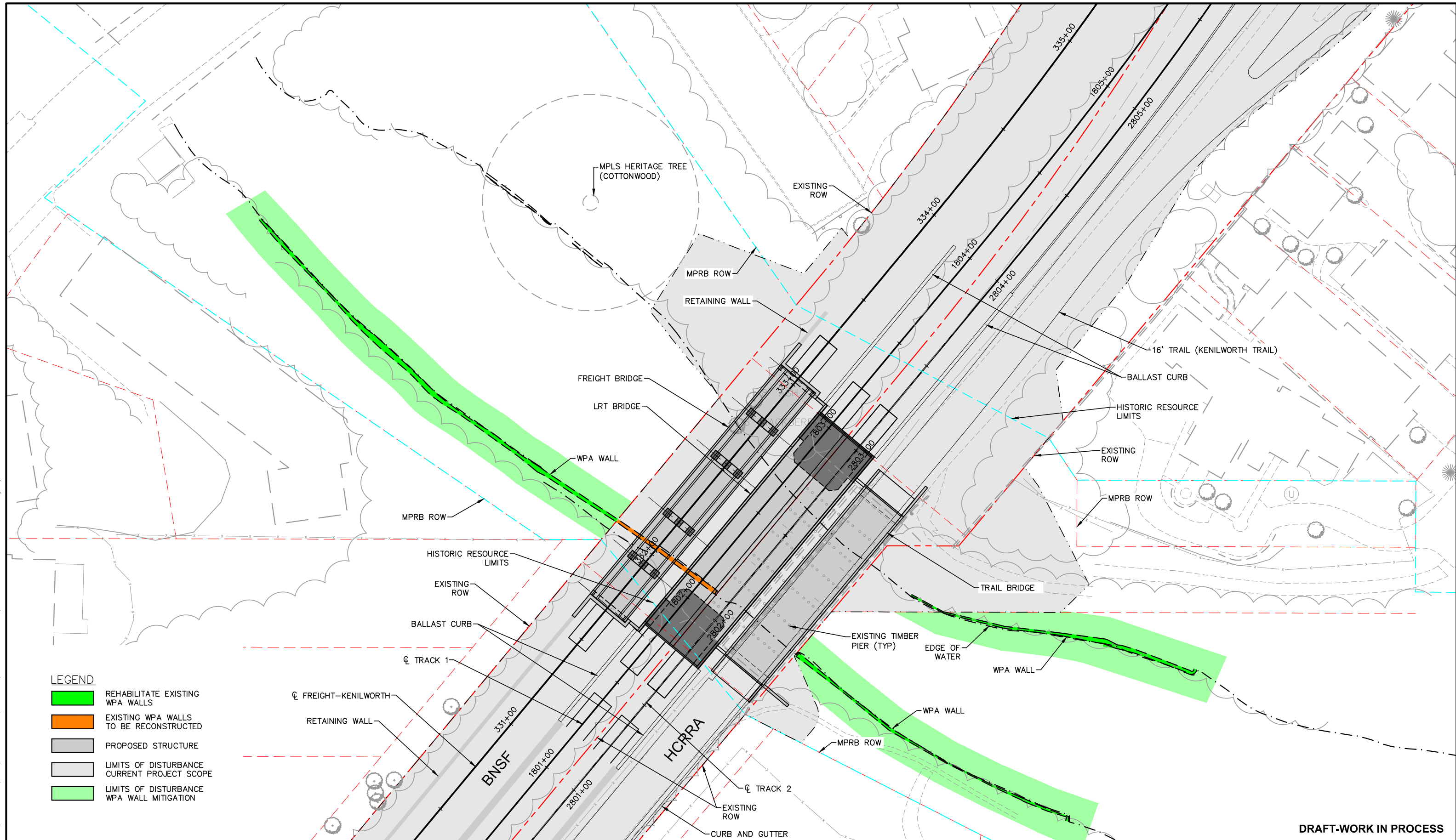
**ATTACHMENT C**

**Kenilworth Lagoon WPA Rustic Style Retaining Wall Reconstruction and Rehabilitation Limits**

draft



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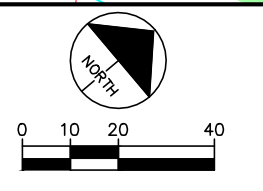
- LEGEND**
- REHABILITATE EXISTING WPA WALLS
  - EXISTING WPA WALLS TO BE RECONSTRUCTED
  - PROPOSED STRUCTURE
  - LIMITS OF DISTURBANCE CURRENT PROJECT SCOPE
  - LIMITS OF DISTURBANCE WPA WALL MITIGATION

DRAFT-WORK IN PROCESS



**SOUTHWEST LIGHT RAIL**  
LAGOON/CHANNEL BRIDGE - WPA WALLS  
ATTACHMENT C

Rev 0  
01/25/2016





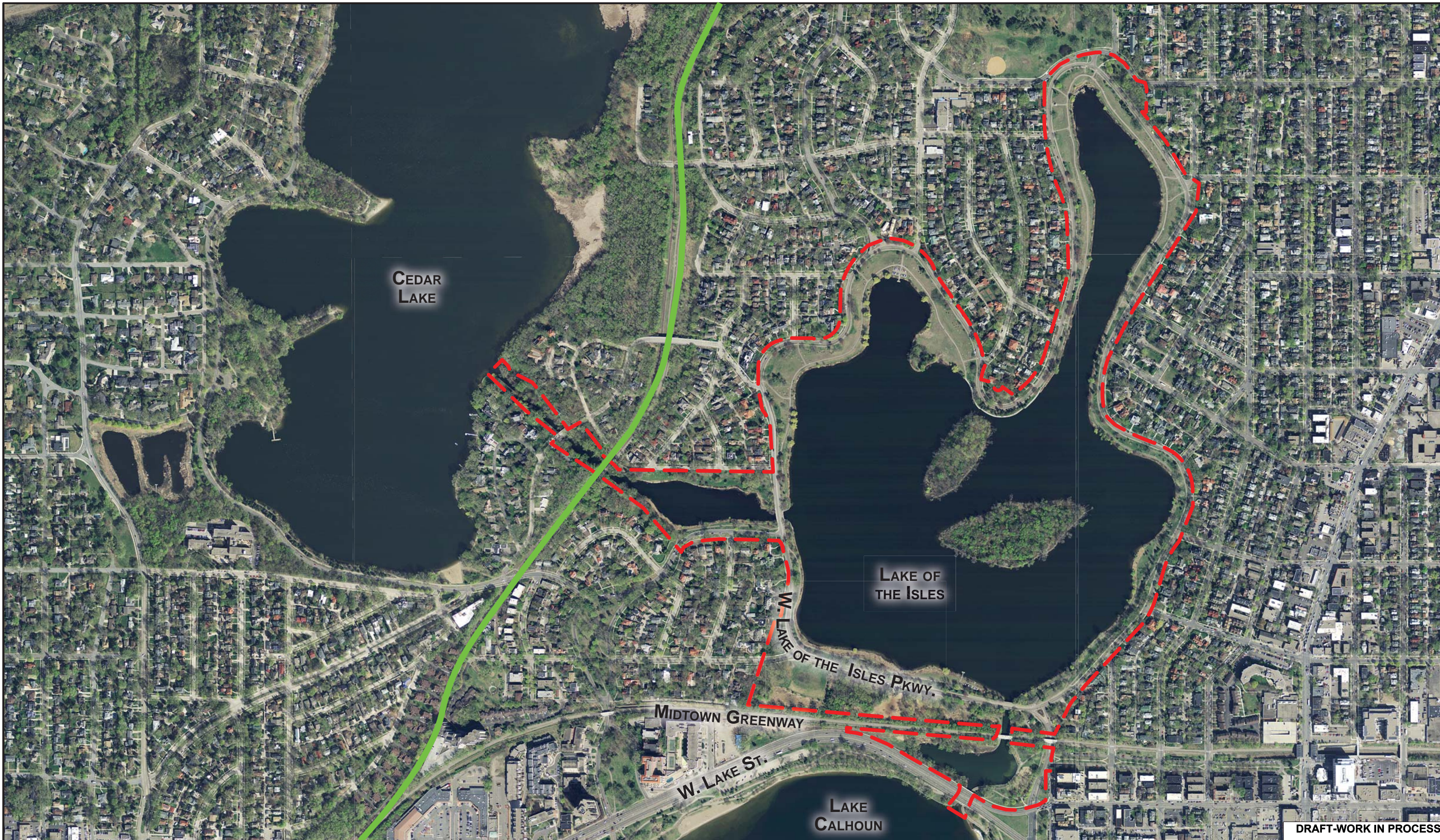
**ATTACHMENT D**

**Grand Rounds Historic District Canal System Plans Study Area Limits**

draft



Jan. 20 2016 10:21 am W:\3400\_ADC\CAD\SEGMENT 03\EXHIBITS\E3-LAN-BRIDGE-INVENTORY.dwg By: V-Mozzeher

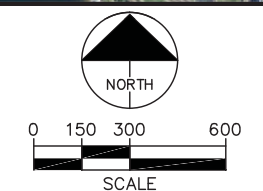


DRAFT-WORK IN PROCESS



**SOUTHWEST LIGHT RAIL**  
 KENILWORTH LAGOON / GRAND ROUNDS HISTORIC DISTRICT  
 ADVERSE EFFECT MITIGATION  
 ATTACHMENT D

Rev 0  
01/20/2016





**ATTACHMENT E**

**Minneapolis Park and Recreation Board Code of Ordinances, Chapter 11**

draft



## Chapter 11 - PARK FACILITY CONSTRUCTION AND REDEVELOPMENT - COMMUNITY ENGAGEMENT<sup>[13]</sup>

### 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.



---

**Meeting Title:** SWLRT Section 106 Consultation

**Date:** 12/3/2015      **Time:** 1:30 PM      **Duration:** 3 hours

**Location:** Southwest LRT Project Office , Conference Room A  
6465 Wayzata Boulevard, Suite 500  
St Louis Park, MN 55426

**Meeting called by:** Greg Mathis, MnDOT CRU

**Attendees:** SHPO: Sarah Beimers  
Hopkins: Nancy Anderson, Kersten Elverum  
St. Louis Park: Meg McMonigal  
St. Louis Park Historical Society: John Olson  
Minneapolis: Brian Schaffer  
MPRB: Michael Schroeder  
KIAA: Jeannette Colby, Tamara Ludt  
CIDNA: Craig Westgate  
FTA: Maya Sarna (on phone)  
SPO: Nani Jacobson, Ryan Kronzer, Mark Bishop, Sophia Ginis, Dan Pfeiffer, Kelly Wilder, Kelcie Campbell  
MnDOT: Jon Vimr

**Purpose of Meeting:** Meeting with consulting parties to continue Section 106 consultation process

**--- Agenda & Discussion ---**

**1. Welcome & Overview**

Greg Mathis from the Minnesota Department of Transportation (MnDOT) Cultural Resources Unit (CRU) welcomed attendees, led introductions, and provided a brief overview of the agenda.

**2. APE Revisions and Historic Property Identification**

Greg provided an update on efforts since the last consultation meeting.

- The Project's architecture/history and archaeological APEs were revised in October 2015 to account for the pared down Project scope presented at the July 29, 2015 consultation meeting and to reflect the 60 percent (%) Project plans that were used to make the Final Determination of Effect (DOE); and the State Historic Preservation Office (SHPO) has concurred.
- Reports for four additional historic property surveys were finalized and submitted to the SHPO:



- Phase I Architecture/History survey (report Volume 7): documented and evaluated properties added to the APE in October 2014, and all architecture/history properties within the entire APE constructed in 1966. No listed or eligible properties were identified.
- Phase I Architecture/History survey (report Volume 8): documented and evaluated architecture/history properties added to the APE in October 2015. No listed or eligible properties were identified.
- Phase II Archaeological survey of Site 21HE0459 (Minneapolis): documented and evaluated this site, which was determined not eligible for the National Register.
- Phase I survey of the Glenwood Parcel (Minneapolis): documented and evaluated an area added to APE in October 2014. No listed or eligible properties were identified.

### **3. Determination of Effect Summary**

Greg explained that the Federal Transit Administration (FTA) issued its Final DOE on historic properties on November 10, 2015.

- The report provided to consulting parties documents FTA's assessment of Project effects on historic properties in the APE, provides a finding of effect for each property, then presents the final DOE for the Project as a whole. The findings also account for measures identified as a result of consultation completed thus far to minimize effects and avoid adverse effects.
- Due to a change of effect, there is one finding that is different from the preliminary determinations of effect discussed with consulting parties, which is an adverse effect finding for the Chicago, Milwaukee, St. Paul & Pacific Railroad (CMStP&P) Depot (HE-SLC-008) in St. Louis Park.
- In summary, FTA found the project will have:
  - An Adverse Effect on 5 properties.
  - No Adverse Effect on 12 properties.
  - No Adverse Effect on 14 properties with implementation of measures in the Memorandum of Agreement (MOA).
- Due to the Project's adverse effects on 5 historic properties, its Final DOE is that the project will have an Adverse Effect on historic properties.

### **4. Resolution of unresolved Adverse Effects**

Greg presented a summary of the process for resolving adverse effects.

- 36 CFR 800.6(a) requires continued consultation to resolve adverse effects on historic properties, including consideration of measures to avoid, minimize, and mitigate adverse effects. These measures will be documented the Project's MOA, which is a legally binding agreement.
- The adverse impacts to Archaeological Sites 21HE0436 and 21HE0437 were resolved through previous consultation, while adverse effects to the CMStP&P Depot, Kenilworth Lagoon, and Grand Rounds Historic District remain unresolved.
  - Brian Schaffer from the City of Minneapolis noted that for Sites 21HE0436 and 21HE0437, the Project and City still need to work out some details to reach agreement on



how the sites are interpreted on the ground surfaces within the City-owned right-of-way and how these elements will be maintained.

- Nani Jacobson from SPO suggested that the MOA will likely stipulate that the City will have to agree to any plan, rather than including details. Sarah Beimers from the SHPO echoed that many of the MOAs SHPO has recently signed stipulate that an interpretive plan will be developed and agreed to, and Brian agreed that would be a pragmatic approach.

### **Chicago, Milwaukee, St. Paul, & Pacific Railroad Depot**

Greg described the Project in the vicinity of the CMStP&P Depot and the newly identified adverse effect.

- In the vicinity of the Depot, the Project runs within the existing railroad right-of-way and consists of the track structure, catenary, and other Project elements, including a crossover between the eastbound and westbound tracks.
- To minimize visual effects and avoid an adverse effect, the location of the signal bungalow for the crossover was shifted approximately 150 feet west along the Project alignment to a location just west of the depot property, to minimize its visual prominence from the depot and avoid obstructing the direct visual connection between the depot and the railroad corridor.
- A noise analysis conducted under NEPA identified noise impacts to residential properties near the Depot – per FTA criteria the Depot is not noise sensitive. The impacts are due to proximity to LRT, noise from the crossover track, and LRT bells sounding. Therefore, NEPA mitigation includes a noise wall. The need for the wall was determined two weeks before publication of the Final DOE. The wall, which extends in front the Depot property, is 8-11 feet tall and follows the LRT alignment, except where it jogs around the signal bungalow. Since the Depot is eligible under Criterion A, in the area of Transportation, its visual connection to, and association with, the existing tracks are important. The wall breaks this important visual connection; thereby causing an adverse effect to the Depot.
- Since the time the adverse effect was identified, the Project has been exploring avoidance, minimization and mitigation options, and has determined that the crossover can be moved further west along the alignment, which similarly pulls the noise wall further west, thereby avoiding an adverse effect. The revised plans handed out today shows the wall shifted about 230 feet west, just at the edge of the Depot property.
  - Nancy Anderson from the City of Hopkins asked how this adjustment will be documented. Greg responded that if consulting parties agree it will avoid the adverse effect, it will be documented in the MOA. Nancy also asked whether there are noise impacts in the new location, and Nani Jacobson replied that the Project is updating the noise analysis, but that the new location does not cause new noise impacts and the shortened noise wall mitigates the noise impacts to the residential area.
- John Olson from the St. Louis Park Historical Society asked if his organization is a signatory, and Greg explained that the signatories having legal responsibility under the MOA. Signatories are FTA, SHPO, and the Advisory Council on Historic Preservation, if they desire to participate. Invited signatories, include the Metropolitan Council and MnDOT CRU since they will have



responsibilities as well. Neighborhood organizations, cities, and other consulting parties review materials and provide input on the MOA, but are included as concurring parties to the agreement since they do not have legal responsibilities under it.

- Sarah asked about the MOA schedule. Greg and Nani explained that they are working on a draft of the MOA and expect to share it in early January 2016 and hold a consulting parties meeting in mid-January to review it. The final, execution ready MOA will be included in the Final EIS, which will be ready in early Q2, and the executed MOA will be included in the Record of Decision (ROD) anticipated for Q3, 2016. Additional consultation meetings will be held in February and March, as needed.
- Sarah said the SHPO appreciates the engineers' efforts in moving the noise wall. The new design is not perfect, but likely meets the requirements for no adverse effect and was a good effort.
- John explained that the property starts to go uphill to the west because of the other railroad that crosses over it, so you may not even be able to see the wall in its new location because of the slope, and hopefully the view of the depot will remain for people passing. He noted that the railroad wanted to get rid of the depot, but was convinced to move it instead. Although it could not remain in the right-of-way, they retained its angle and view to the track, so it could remain on the National Register of Historic Places.
  - Sarah asked what the property is used for today, and John explained that it is used primarily for storage, but also for interpretation. Sarah also asked if the Historical Society's board will review the design. John said they would.

### **Kenilworth Lagoon and Grand Rounds Historic District**

Greg explained that the adverse effect to the Grand Rounds Historic District is due to the adverse effect to the Kenilworth Lagoon, which is a contributing element to the district.

- Previous consultation has focused on minimizing the overall effect on the Lagoon, which resulted in the development of the three-bridge concept with fewer piers in the water and a trestle freight bridge. To minimize the effect, the Project and consulting parties have agreed to several MOA measures:
  - Design new crossing in accordance with the *Secretary of the Interior's* (SOI's) Standards.
  - Continued design review of new crossing.
  - A noise wall on the LRT bridge, about two feet tall with rail dampers to mitigate the adverse noise effect.
- While the adverse effects on the Lagoon have been minimized, the Project will still result in an adverse effect, so the goal for the meeting today is to identify mitigation to resolve the adverse effect on Kenilworth Lagoon and the Grand Rounds Historic District.
- Kenilworth Lagoon has three segments:
  - The Lagoon (between Lake of the Isles and the Kenilworth Crossing) – the east part, which is wide and formally landscaped;
  - The middle section, or Area Between the Bridges (between the Kenilworth Crossing and Burnham Road), which is an intimate space; and
  - The Channel (between Burnham Road and Cedar Lake), which is the west part.
- An important question is what can be done to compensate for the impacts to the feeling of each of these spaces.



- In August, fieldwork confirmed evidence of WPA Rustic style retaining wall along the north side of the channel, extending to Burnham Road. Therefore, the Project is proposing to rehabilitate/reconstruct all of the Lagoon's WPA Rustic style retaining walls as mitigation for the adverse effect. The exception would be the wall under the LRT bridge that needs to be removed to construct the bridge, but is proposed to not be rebuilt to better differentiate this portion of the crossing. This allows the shoreline under the arch bridges to be treated consistently since they are more integrated into the landscape, whereas the approach for the freight rail bridge is to pass over the space. The Project would be doing all work within its limits of disturbance already, work outside those limits would be done as mitigation.
- Nancy asked why the walls were there to begin with, whether they still serve the same purpose, and whether there is coordination ongoing with the watersheds.
  - Greg replied that the walls were originally built to control erosion, which has a problem dating to when soon after the channel was first opened. Mark Bishop from SPO said they would still serve that purpose and that the Project is coordinating with the Minnehaha Creek Watershed District as part of the permitting process.
- Greg explained that this proposal came about because the middle portion of the Lagoon is the primary portion adversely affected, and this proposal would help preserve a historic feature, which from a historic property standpoint, is a better option than something like interpretation, which does not preserve the historic property.
  - Nancy asked what responsibility the Project has to replace the walls if they are already gone. Nani replied that the Project includes the walls within the limits of disturbance, but would only go beyond as mitigation for the adverse effect. Sarah likened the idea to replacing a missing cornice from a historic house, which would restore the property's integrity.
- Michael Schroeder from the Minneapolis Park and Recreation Board (MPRB) pointed out that the Project has established there was a wall, but that it is now degraded. The proposal would expand the area of disturbance, and he questioned how constructing walls away from the area of impact would mitigate it. Sarah explained that it is analogous to compensatory mitigation for wetland impacts. Michael said he saw it as being differentiated because for wetlands, the compensation is scalable and replaces function. Sarah responded that for SHPO, the proposed mitigation is a huge benefit to the historic property. Nani also responded, explaining that although the physical impact is at the crossing, the adverse effect is to the entire Lagoon as a historic property, and the district. Sarah explained that for many Federal Highway Administration projects, they rehabilitate an adjacent bridge instead of simply documenting the one that had to be demolished, and SHPO prefers this approach.
- Michael asked what financial responsibility MPRB would have, noting that they would not be able to afford to maintain the new walls. He anticipates that a new wall will degrade as well, as the previous wall did. Sarah noted that installing new walls that would just degrade as well sounds like a bad idea and asked if maintenance cost concerns could be resolved through an endowment, like for the Stillwater Lift Bridge. Michael responded that it would make sense to come up with a new way to perpetuate infrastructure, through an MOA with funding and maintenance entities. Nancy asked who typically provides funding for such an endowment, and Sarah said that the federal agencies do, although the exact amount is typically defined in a separate memorandum of understanding.



- Michael asked why they would introduce a wall today to control erosion and manage shoreline when there are other ecologically appropriate ways to do so. Greg explained that reconstructing the walls is a logical mitigation strategy as it helps preserve and maintain the historic property, and restore a feature to help compensate for the adverse effect. Sarah said that if there is a way to keep the walls idea in play, but see if there is a more ecologically appropriate way to implement them, that would be ideal. Michael asked rhetorically what WPA would do today, mentioning that Natascha Wiener from SHPO previously noted they likely would not build walls today, and he thinks that is true, even around an artificial lake. Mark said that the area where the blue line is shown on the plan sheets is a gradual slope ripe for shoreline stabilization, but from a technical perspective it does not need to be a stone wall.
  - Maya Sarna from FTA asked if MPRB has an ecological solution it would like to introduce. Michael responded that throughout the system, where there are degraded walls, they are removing rip rap and walls and introducing more natural edges, for example along the upper stretches of the Mississippi River within the city. This aligns with their comprehensive plan and current maintenance practices. Maya said that FTA would not object to a more sustainable solution.
- Nani said that the issue at hand is not just whether the chosen solution is environmentally sustainable or whether it mitigates an adverse effect, but rather how they can work together. Maya agreed that this is a goal of the consultation process, explaining that if an approach makes long-term sense and the parties agree to it, there would technically be agreement on resolving an adverse effect.
- Sarah stated that if the wall reconstruction is off the table, they need to find another way to mitigate the adverse effect, for example through completing the Grand Rounds Historic District National Register nomination or through developing a management plan.
- Jeannette Colby from KIAA said that if shoreline stabilization is what is feasible for MPRB, it is worth considering. Sarah agreed that they have to consider if this is the case, since SHPO and MPRB will continue to work together on projects like Bassett Creek, where they will have to balance ecological and historic considerations. Sarah said she likes the idea of the walls being built, but not the idea of them falling into the water again.
- Craig Westgate from CIDNA asked if shoreline stabilization takes more space than walls. Michael said there is sufficient space and that the footprint is probably the same in the end since they have to bring in fill. Mark explained that shoreline stabilization is easier – using bio rolls or reinforced slopes, they can match the natural contours to hold erosion in check, and MPRB can more easily maintain it. Jeannette noted that they should learn from the Lake of Isles work and past mistakes by considering quality and what is sustainable.
- Michael said he was not sure either solution is fully correct. Sarah continued that if the walls indicated by a blue line on the plans will not be rebuilt, the Project needs to establish which walls will remain (in green) and how to manage ecological and historic concerns. She and Craig also noted that if the idea comes back, there needs to be a discussion about funding for maintenance.
- Nani confirmed that consulting parties are not opposed to rehabilitating the existing walls where needed, and Michael confirmed this was the case.
- Sarah asked if the Project can evaluate the ecological impacts, and Michael added that the feasibility of an ecological option should match the feasibility assessments that have been done for the walls.



- Nani suggested they put the walls idea aside for a moment and consider whether an ecological solution could be mitigation. Sarah asked whether walls could be reconstructed ecologically, and Mark said the Project can look at whether both are feasible and what tradeoffs there are. Specifically, Sarah said they need to determine whether not reconstructing the walls can maintain the historic character of the Lagoon and meet the Secretary of the Interior's Standards.
- Nancy asked whether this assessment will include cost, pointing out that they are fighting to maintain landscaping along the whole alignment, and this could be costly. She also asked how changing the existing state of a property can be mitigation when it is off site. Greg and Nani explained that the Project is already changing the existing state within the right-of-way, so they are looking for ways to mitigate the adverse effect on the historic property as a whole. Jeannette further clarified that the impacts are to the whole historic district, not just within the Project limits of disturbance. Nancy pointed out that there are no impacts from the Project to the area where they are proposing to reconstruct walls. Greg confirmed this was correct – the Project will be working within the limits of disturbance (grey shading on plan sheets), but to compensate for the adverse effect from that work on the whole property, they are proposing to reconstruct the walls in blue and green.
- Greg said they will look at whether the Project could develop a management plan, and Sarah said that the goal is to preserve the resource, so if it is not feasible to reconstruct the walls, they should look at other options for preserving the resource.
- Maya asked if there are other options for mitigation that consider an ecological approach.
- Greg asked if it would be better to do interpretation instead. Sarah replied that SHPO likes interpretation, but not if it simply involves more signs for MPRB to maintain. Jeannette agreed, noting that based on the neighborhood's concerns about trees and green space being eliminated, she would favor compensation with more green rather than more steel.
- Greg concluded the discussion, stating that the Project will explore the ideas discussed and bring information back in January. If there are additional comments about the walls, attendees can include them in their comments, which are due December 18, 2015.

### **Hopkins Commercial Historic District**

Greg mentioned that the City of Hopkins was not in attendance at the last consulting parties meeting, so discussion of effects to the Hopkins Commercial Historic District had been postponed to this meeting and.

- The proposed measures to be included in the MOA to avoid an adverse effect on the district include:
  - The Project will prepare a National Register nomination for the district, which it would provide to SHPO, the City, and property owners to pursue actual listing.
  - The Project will also develop public education packet targeted for property owners and the City that includes a copy of the National Register registration form, information on tax incentives for rehabilitation, and information on how to properly maintain and rehabilitate historic properties.
- Kersten Elverum with the City of Hopkins asked how long the nomination would remain valid if it is prepared, but not submitted. Sarah explained that SHPO would finalize the nomination and notify property owners (a majority of the owners need to consent), and then submit it to the Minnesota Historical Society's State Review Board and then to the National Park Service. Brian



explained that the MOA can only say that the Project will prepare the nomination, because they cannot guarantee that it will be approved by owners, or that it will get approved by the Review Board or National Park Service. Tamara Ludt from Preservation Design Works asked if Kersten meant how long it can be held, and Sarah clarified that after five years, a property's integrity usually needs to be reexamined. Brian added that if the integrity was reevaluated, they would not need to redo all of the historical research again.

- Sarah noted that if a property is listed, non-profit building owners can apply for Legacy funds, and Kersten pointed out that the City now owns the Masonic Lodge. Brian said that the City of Minneapolis has used quite a bit of Legacy funding, even for some properties that it subsequently sold. Sarah added that there are also capital bonding dollars available from the State for publicly-owned properties like courthouses and libraries, which can cover up to 40% of project costs. Brian noted, however, that property owners can get bogged down with not knowing how they can use these funds, even though the *Secretary of the Interior's Standards* are fairly broad. Sarah added that National Register listing is basically honorary, so it does not require property owners to follow federal standards unless a locality implements its own regulations. Brian said they do have property owners who seek National Register listing so they can access historic preservation tax incentives, but forgo local designation to avoid the local oversight.
- Kersten asked if construction monitoring is still going to take place for the Minneapolis & St. Louis Railway Depot in Hopkins. Greg confirmed that it will be included as part of a Construction Protection Plan required by the MOA.

## 5. Next Steps

Nani explained that in January, they will plan to bring information back about mitigation for the adverse effect on the Kenilworth Lagoon/Grand Rounds Historic District, and get most other discussion wrapped up.