

DRAFT

**SECTION 106 PROGRAMMATIC AGREEMENT
AMONG
THE FEDERAL HIGHWAY ADMINISTRATION,
THE FEDERAL TRANSIT ADMINISTRATION,
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE
RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY
REGARDING
THE REHABILITATION OF THE ST. PAUL UNION DEPOT
AS A MULTI-MODAL TRANSPORTATION HUB
SP 91-595-20**

WHEREAS, the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) are proposing to provide funding to the Ramsey County Regional Railroad Authority (RCRRA) for the development of a multi-modal transportation hub at the St. Paul Union Depot as more fully described in the Draft Environmental Assessment (Draft EA) of July 2009; and

WHEREAS, FHWA has been designated as the lead federal agency for purposes of conducting the Section 106 review, pursuant to 36 CFR Part 800; and

WHEREAS, FHWA has consulted and will continue to consult with the Minnesota State Historic Preservation Officer (MnSHPO); and

WHEREAS, FHWA and RCRRA have also consulted and will continue to consult with a wide variety of agencies, organizations, and other persons who have an interest in this project's effects on historic properties; and

WHEREAS, the Preservation Alliance of Minnesota (PAM), the St. Paul Heritage Preservation Commission (SPHPC), and Historic St. Paul (HSP) have been identified as consulting parties and have been invited to concur with this Programmatic Agreement (AGREEMENT); and

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

WHEREAS, FHWA, RCRRA, and Minnesota Department of Transportation, Cultural Resources Unit (Mn/DOT CRU), in consultation with MnSHPO, have determined the

Area of Potential Effect (APE) for the project as shown in Attachment 1 of this AGREEMENT;

WHEREAS, FHWA, RCRRA, and Mn/DOT CRU, in consultation with MnSHPO, have identified historic properties in the PROJECT's APE which are listed in or eligible for the National Register of Historic Places (as listed in Attachment 2 to this AGREEMENT), and MnSHPO has concurred with these determinations; and

WHEREAS; upon initiation of the Section 106 consultation process and in accordance with 36 CFR 800.2(c)(ii), the Mn/DOT CRU, on behalf of the FHWA, contacted 21 potentially affected Indian tribes inviting their participation in consultation; Mn/DOT CRU received three responses (*The Flandreau Santee Sioux Tribe* of South Dakota, *The Leech Lake Band of Ojibwe* of Minnesota, and *The Mille Lacs Band of Ojibwe Indians* of Minnesota); each indicated that the tribe had no objections to the proposed project but requested that construction be halted if human remains and/or other cultural materials are discovered in the project area; and

WHEREAS, this AGREEMENT was developed with appropriate public involvement (pursuant to 36 CFR 800.2(d) and 800.6(a)) coordinated with the public review and comment and public meetings conducted by FHWA and Mn/DOT to comply with NEPA and its implementing regulations; and

WHEREAS; the FHWA invited the Advisory Council on Historic Preservation (ACHP) to participate in the development of this AGREEMENT and the ACHP indicated that it would participate in consultation by letter (PENDING) to the Federal Highway Administration; and

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

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

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

STIPULATIONS

FHWA will ensure that the following stipulations are carried out:

I. PROJECT DESIGN DEVELOPMENT

A. All aspects of the project work for the historic Union Depot complex (including, but not limited to, work on the headhouse, concourse/waiting room, train deck, associated trackage, 4th street approach area, and project-related work in the surrounding Lowertown Historic District) will be designed in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (SOI STANDARDS), including the Guidelines for Rehabilitating Historic Buildings and the Guidelines for the Treatment of Cultural Landscapes.

B. RCRRA will develop the project design in close consultation with MnSHPO, the signatories to this agreement, and other state and local agencies and organizations. Consultation will occur throughout the design process so that historic values are integrated and incorporated into the project design.

C. RCRRA will submit project plans to MnSHPO and other signatories to this agreement for a 30-day review and comment at minimum at the 30 and 60 percent completion stages. RCRRA will take into consideration any timely comments received in developing final design.

D. Final designs will be submitted to MnSHPO for 30-day review and written concurrence, and notification of the availability of the final plans will be given to signatories to this agreement.

E. RCRRA will ensure that at least one member of the project design team meets the Secretary of the Interior's Professional Qualifications Standards for Historic Architect.

F. RCRRA will obtain a copy of the complete set of original building plans for the St. Paul Union Depot for use by project designers during the planning and design process and in future planning. These original plans are in the collections of the Northwest Architectural Archives (NAA) at the Library of the University of Minnesota. RCRRA will also fund a second copy of the set of the original building plans for donation to the NAA. This second set will be used by the NAA for future public reference purposes, and will help to protect the integrity of the original plans, which are in extremely fragile condition.

G. If there are any portions of the project where it is not feasible to reach a design that meets the SOI STANDARDS, the project will be considered to have adverse effects on historic properties. In such case, RCRRA will consult with MnSHPO and other

signatories to this agreement to develop and implement a mitigation plan appropriate to the nature of the adverse effect.

II. NATIONAL REGISTER NOMINATION

A. RCRRA will prepare a National Register nomination form, in conformance with the guidelines of the National Park Service and MnSHPO, for the St. Paul Union Depot as determined eligible for the National Register with the boundaries depicted in Attachment 3 to this agreement.

B. The nomination form will be completed in consultation with MnSHPO, and will be submitted to MnSHPO for review and concurrence. RCRRA will complete the nomination by 30 percent design completion.

C. Actual nomination of the property as described in the above referenced nomination form will be at the discretion of the MnSHPO and will follow the established procedures of the National Park Service (36CFR60).

III. HISTORIC STRUCTURES REPORT

A. RCRRA will prepare a Historic Structures Report (HSR) for the entire St. Paul Union Depot historic property owned by RCRRA (including, but not limited to, the headhouse, concourse/waiting room, train deck, and associated trackage). RCRRA will ensure that one member of the HSR team will meet the Secretary of the Interior's Professional Qualifications Standards for Historic Architect. In addition, technical specialists will provide appropriate expertise to develop a comprehensive HSR for use by project designers during the planning and design process and in future planning.

B. The HSR will be completed in consultation with MnSHPO, and will be submitted to MnSHPO for review and compliance. The HSR will be completed and reviewed by 30 percent design completion.

IV. INTERPRETATION

A. RCRRA will prepare and implement an interpretive plan to present the story of the St. Paul Union Depot and of the role and impact of railroads in the surrounding Lowertown Historic District. The plan will take into account recent scholarship on the building and the area. The plan will consider a variety of media and will select those media deemed most effective for users of the building.

B. The interpretive plan will be developed in consultation with MnSHPO and the signatories to this agreement, and the final plan will be submitted to MnSHPO for review and concurrence before implementation. Implementation of the plan will be completed before the opening of the facility.

V. PROJECT MODIFICATIONS

A. RCRRA shall not make substantial changes to the PROJECT, defined as activities that could result in adverse effects to historic properties, without first affording the parties to this AGREEMENT the opportunity to review the proposed change and to determine whether revisions to the AGREEMENT are required, based on the proposed changes. Should changes be proposed to the PROJECT after consultation has been completed, RCRRA shall submit revised project drawings to the MnSHPO. Prior to initiation of major project construction, this review process shall take place consistent with the design review procedures and processes as described in Stipulation I of this AGREEMENT. If occurring during major project construction, the review process shall take place consistent with the requirements of project construction and in such a manner to minimize construction delay. Consultation on such changes shall occur in accordance with the steps identified in the DESIGN CONSULTATION section of this AGREEMENT.

VI. DISCOVERY

- A. Prior to completion of final design, RCRRA, in consultation with MnSHPO, will develop a plan for the unexpected discovery of archaeological remains during construction. The final plan will be submitted to MnSHPO for review and concurrence before implementation.

VII. STANDARDS

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

B. RCRRA shall ensure that all work carried out pursuant to this AGREEMENT will be done by or under the direct supervision of historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61 Appendix A).

VIII. DISPUTE RESOLUTION

A. Should any signatory to this AGREEMENT, including any invited signatory, object at any time to any actions proposed or the manner in which the terms of this AGREEMENT are implemented, FHWA shall consult with such party to resolve the objection. FHWA consultation shall take place within 10 days of receipt of said objection and shall be documented in the form of meeting notes and/or a written letter of response. If FHWA

determines, within 30 days of documenting consultation efforts with the objecting party that the objection cannot be resolved, FHWA shall:

1. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the ACHP. The ACHP shall provide FHWA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any advice or comments from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. FHWA will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period after receipt of adequate documentation, FHWA may render a final decision regarding the dispute and proceed accordingly. In reaching its decision, FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the AGREEMENT, and provide them and the ACHP with a copy of such written response.
3. FHWA's responsibility to carry out all other actions subject to the terms of this AGREEMENT that are not the subject of the dispute remain unchanged.

IX. AMENDMENTS

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

X. TERMINATION OF AGREEMENT

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

XI. DURATION OF AGREEMENT

This AGREEMENT will terminate (DATE PENDING) or upon mutual agreement of the signatories. Prior to such time, FHWA may consult with the other signatories to reconsider the terms of the AGREEMENT and revise, amend, or extend it in accordance with Stipulation XVII.

Execution of this AGREEMENT and implementation of its terms is evidence that the FHWA has afforded the ACHP a reasonable opportunity to comment on the PROJECT and that the FHWA has taken into account the effects of the PROJECT on historic properties.

SIGNATORIES:

FEDERAL HIGHWAY ADMINISTRATION

By: _____ Date: _____

FEDERAL TRANSIT ADMINISTRATION

By: _____ Date: _____

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date: _____

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____ Date: _____

INVITED SIGNATORIES:

RAMSEY COUNTY REGIONAL RAILROAD AUTHORITY

By: _____ Date: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____

CONCURRING PARTIES:

ST. PAUL HERITAGE PRESERVATION COMMISSION

By: _____ Date: _____

HISTORIC ST. PAUL

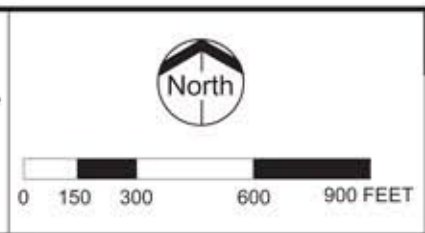
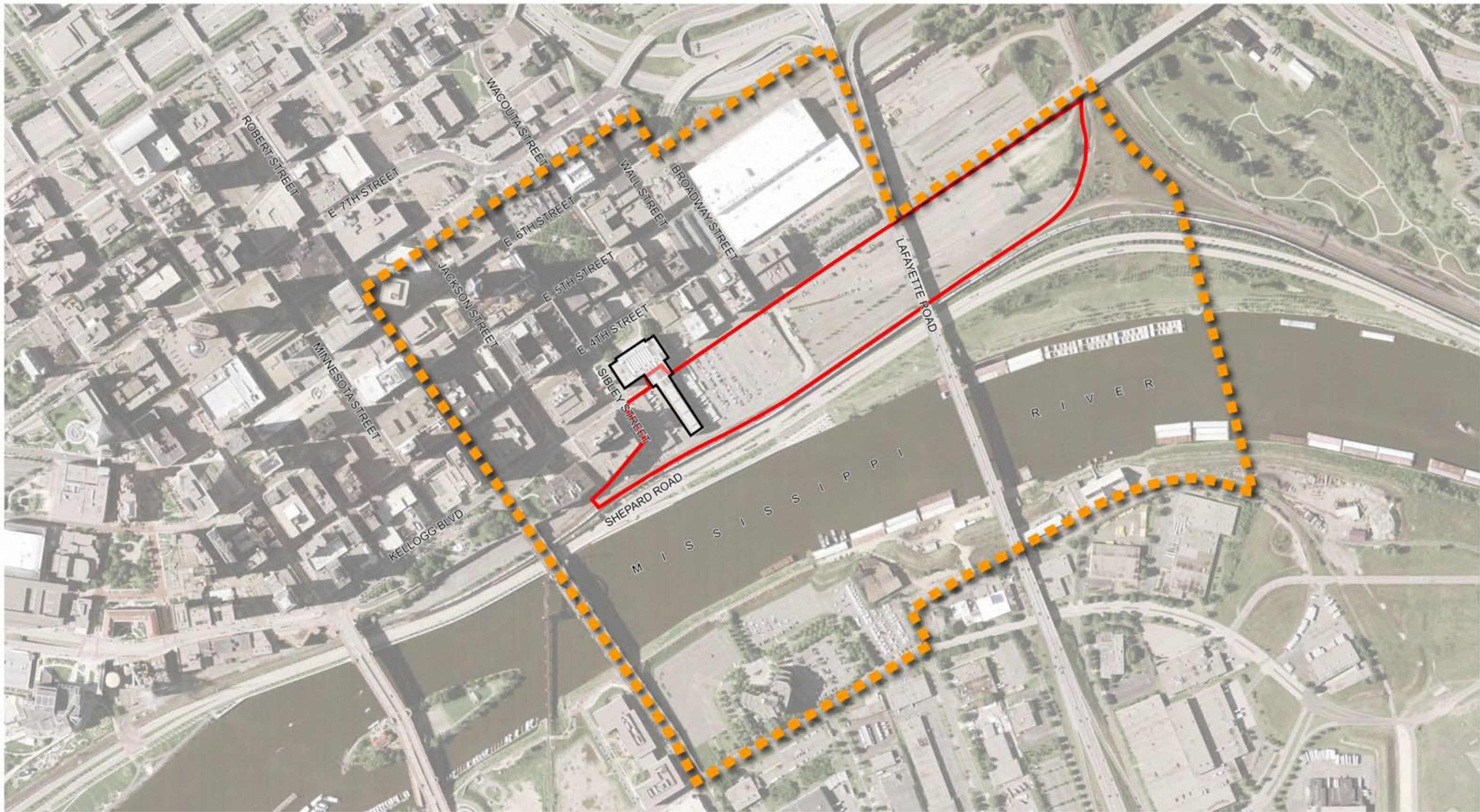
By: _____ Date: _____

PRESERVATION ALLIANCE OF MINNESOTA

By: _____ Date: _____

NORTHWEST ARCHITECTURAL ARCHIVES

By: _____ Date: _____



M I N N E S O T A ' S U N I O N D E P O T

Legend:

- Architectural History Area of Potential Effect
- Archaeological Area of Potential Effect

Update: February 17, 2009



Attachment 1

Project Areas of Potential Effect for Architectural History and Archaeological Resources

Attachment 2 – Table 1: Properties Located Within the Lowertown Historic District

SHPO No.	Name	Address	Description
*RA-SPC-0388	Tighe Building	364-382 Broadway St.	Warehouse
*RA-SPC-0389	Allen Building Annex	417 Broadway St.	Warehouse
*RA-SPC-3008	Northern Pacific Railway Warehouse	308 Prince St.	Warehouse
*RA-SPC-3351	Smith (Mears) Park	Block between Sibley & Wacouta, 5 th & 6 th Streets	Park
*RA-SPC-3352	Gordon & Ferguson Building	331-341 Sibley St.	Factory
*RA-SPC-3353	John Wann Building	350-365 Sibley St.	Commercial Building
*RA-SPC-3355	Noyes Brothers & Cutler Building	400 Sibley St./219-225 6 th St. E.	Commercial Building
*RA-SPC-4519	Depot Bar	241 Kellogg Blvd. E.	Bar
*RA-SPC-4520	Weyerhauser- Denkman Building	255 Kellogg Blvd. E	Warehouse
*RA-SPC-4522	James J. Hill Office Building	281-299 Kellogg Blvd. E.	Commercial Building
*RA-SPC-4523	Griggs & Foster's Farwell, Ozmun & Kirk Building	319 Kellogg Blvd. E./300 Broadway St.	Wholesale House
*RA-SPC-4524	Samco Sportswear Company	205-213 4 th St. E.	Building Complex
*RA-SPC-5225	St. Paul Union Depot**	214 4 th St. E.	Railroad Depot
*RA-SPC-5226	Michaud Brothers Building	249-253 4 th St. E.	Commercial Building
*RA-SPC-5227	Hackett Block	262-280 4 th St. E.	Commercial Building
*RA-SPC-5228	Chicago, St. Paul Minneapolis & Omaha Office Building	275 4 th St. E.	Office Building

Attachment 2 – Table 1 cont.: Properties Located Within the Lowertown Historic District

SHPO No.	Name	Address	Description
*RA-SPC-5229	St. Paul Rubber Company	300 4 th St. E.	Warehouse
*RA-SPC-5246	Railroad & Bank Building	176 5 th St. E.	Office Building
*RA-SPC-5248	Fairbanks-Morse Company	220 5 th St. E.	Manufacturing Facility
*RA-SPC-5249	Powers Dry Goods Company	230-236 5 th St. E.	Warehouse
*RA-SPC-5250	Conrad Gotzian Shoe Company	242 5 th St. E.	Warehouse
*RA-SPC-5251	Mike and Vic's Café	258-260 5 th St. E.	Commercial Building
*RA-SPC-5252	Rayette Building	261-279 5 th St. E.	Commercial Building
*RA-SPC-5253	Crane Building	281-287 5 th St. E.	Warehouse
*RA-SPC-5271	Konantz Saddlery Company/Railroad	227-231 6 th St. E.	Factory
*RA-SPC-5272	Koehler & Hinrichs	235-237 6 th St. E.	Commercial Building
*RA-SPC-5273	George Somers Company	245 6 th St. E.	Commercial Building
*RA-SPC-5274	Seestedt Carpets	282 6 th St. E.	Commercial Building
*RA-SPC-5275	J. H. Allen Building	287 6 th St. E.	Warehouse
*RA-SPC-5461	Gotzian Building	352 Wacouta St.	Warehouse
*RA-SPC-5462	Finch, Van Slyck & McConville Dry Goods Company	366 Wacouta St.	Commercial Building
RA-SPC-5364	J. H. Weed Building	208-212 7 th St. E.	Commercial Building
RA-SPC-5365	Constans Block	224-240 7 th St. E.	Hotel
RA-SPC-5366	Walterstroff and Montz Building	216-220 7 th St. E.	Commercial Building
RA-SPC-5369	B & M Furniture (western building)	252 7 th St. E.	Commercial Building
RA-SPC-5370	B & M Furniture (eastern building)	256 7 th St. E.	Commercial Building

Attachment 2 – Table 1 cont.: Properties Located Within the Lowertown Historic District

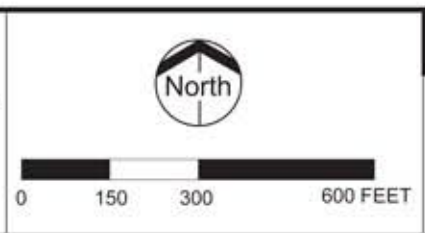
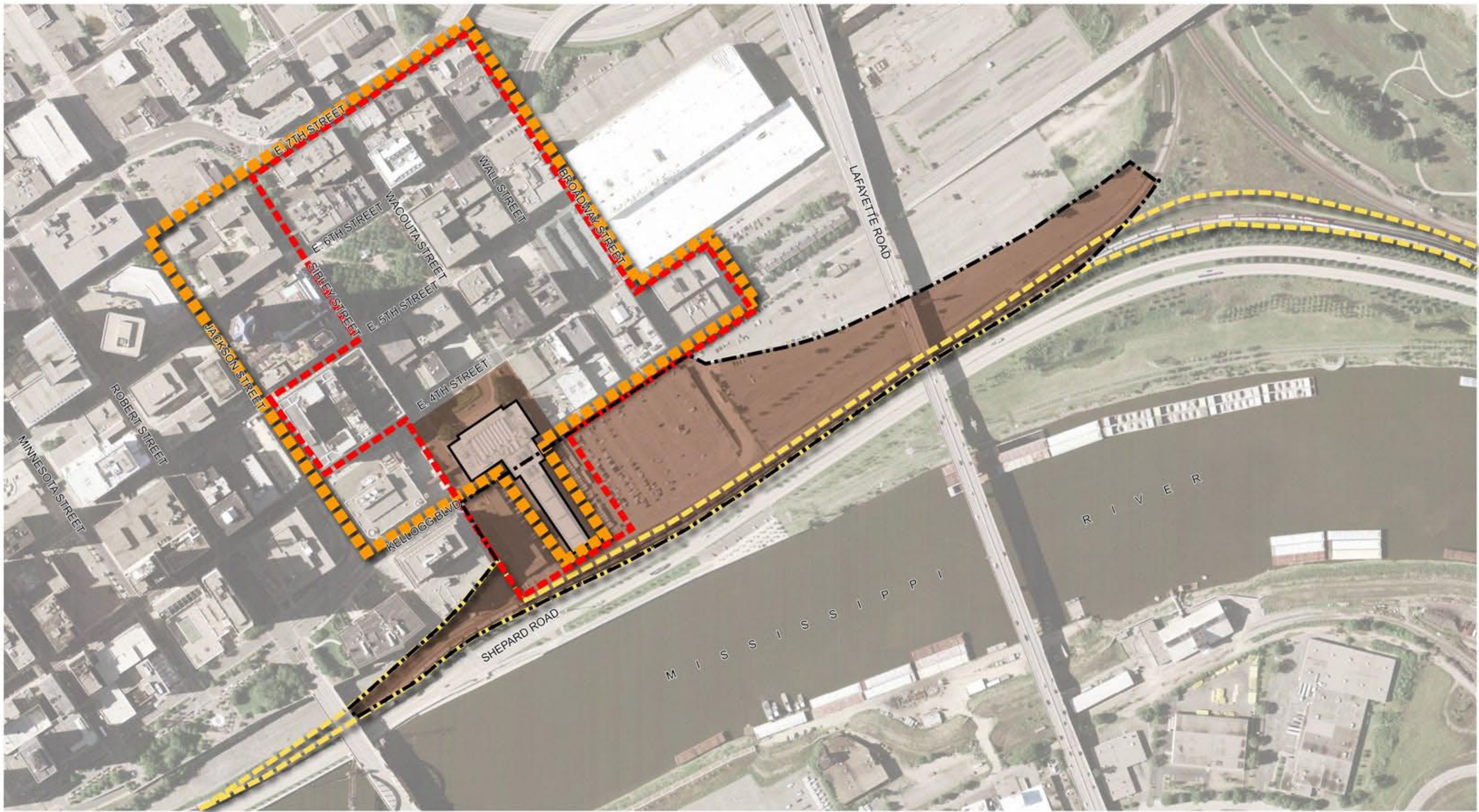
SHPO No.	Name	Address	Description
RA-SPC-5371	O'Connor Building	264-266 7 th St. E.	Commercial Building
RA-SPC-5463	Engine Company No. 2	412 Wacouta St.	Fire Station
RA-SPC-5464	Boston and Northwest Realty Company Wacouta St. Warehouse	413 Wacouta St.	Warehouse

*Within project APE

**Also individually listed in the NRHP

Attachment 2 – Table 2: Additional Properties within the APE Eligible for or Listed in the NRHP

SHPO No.	Name	Address	Description	NRHP Status
RA-SPC-1979	Merchants National Bank Building (McColl Building)	366-368 Jackson St. N.	Bank and Offices	Listed
RA-SPC-3169/5223	Pioneer and Endicott Complex	141 4 th St. E.; 350 Robert St. N	Office Buildings	Listed
RA-SPC-3170	Manhattan Building	360 Robert St. N	Office Building	Listed
RA-SPC-4517	Farwell, Ozmun, Kirk & Company	150-160 Kellogg Blvd. E.	Warehouse	Recommended Eligible (Pending SHPO)
RA-SPC-6904	Union Depot Elevated Rail Yards	Kellogg Blvd. E.	Rail Yard	Recommended Eligible (Pending SHPO)
RA-SPC-4518	United States Post Office – Customhouse	180 Kellogg Blvd. E.	Post Office	Recommended Eligible (pending SHPO)
RA-SPC-6903	Endicott Arcade Addition	142 East Fifth Street	Commercial Building	Recommended Eligible (pending SHPO)
RA-SPC-7891	Chicago Milwaukee and Saint Paul Railway Company Railroad Corridor	South edge of Union Depot Elevated Rail Yard and north of Shepard/Warner Road	Railroad Corridor	Recommended Eligible (pending SHPO)



MINNESOTA'S UNION DEPOT

HISTORIC PROPERTY AND DISTRICT BOUNDARIES

Update: February 17, 2009

Legend:	NRHP Lowertown Historic District	Union Depot Elevated Rail Yard
HPC Lowertown Heritage Preservation District	Union Depot Historic Property	Chicago Milwaukee and Saint Paul Railway Company Railroad Corridor

