

MEMORANDUM OF AGREEMENT

*AMONG THE UNITED STATES COAST GUARD,
THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION*

*REGARDING THE PROPOSED BRIDGE PROJECT AT MILE 1315.0 ON THE MISSOURI RIVER NEAR
BISMARCK AND MANDAN, BURLEIGH COUNTY, NORTH DAKOTA*

Whereas, the United States Coast Guard (USCG) is the lead Federal agency, responsible for making a Federal bridge permit decision for the BNSF Railway Company (BNSF) Bridge Project to construct a railroad bridge to replace or accompany the existing historic BNSF Railway Bridge across the Missouri River between Bismarck and Mandan, North Dakota (Undertaking), in accordance with the General Bridge Act of 1946, as amended; and

Whereas, the Undertaking is defined as construction of a railroad bridge to replace or accompany the existing BNSF Bridge 0038-196.6, a historic through-truss bridge over the Missouri River, Jamestown Subdivision, Milepost 1315.0 (hereafter known as Bismarck Bridge), in Burleigh County, North Dakota, constructed 1880-1883 (substructure) and 1905-1906 (superstructure); and

Whereas, BNSF has determined that the Bismarck Bridge has reached the end of its useful life for rail traffic and needs to be replaced in order to safely move future rail traffic along BNSF's northern corridor; and

Whereas, the USCG has consulted with the North Dakota State Historic Preservation Officer (SHPO) pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA) (54 United States Code Section 306108) and its implementing regulations at *Code of Federal Regulations* (CFR) Title 36 Part 800, as amended; and

Whereas, the USCG defined the Area of Potential Effects (APE) as the footprint of the proposed Undertaking within which all proposed construction and ground disturbing activity is confined, including existing and proposed right of way for replacement of the Bismarck Bridge, and provided an expanded, revised APE to include a new possible access route and the footprints of all alternatives considered in the Draft Environmental Impact Statement (Attachment A – APE map), and the SHPO provided formal written concurrence with the revised APE on May 11, 2021, and requested that the SHPO be invited to consult on the review of any additional areas to be used for disposal, borrow or staging as those areas are identified; and

Whereas, the previously unsurveyed areas in the revised APE were surveyed, the USCG identified no additional historic properties in the revised APE, and the SHPO concurred that no additional work is needed to identify historic properties in the APE as currently defined on July 15, 2021; and

Whereas, many residents of Bismarck, Mandan, and surrounding areas regard the Bismarck Bridge to be an iconic landmark for their community identity and a compelling visual feature in the cultural landscape of the Missouri Valley; and

Whereas, the USCG consulted with the SHPO to identify a visual APE and, after receiving comment from Consulting Parties, the USCG issued a final visual APE (Attachment A – APE map) on March 1, 2021; and

Whereas, the USCG identified historic properties in the visual APE and determined that the Undertaking would have no adverse visual effects on historic properties, and SHPO concurred with those decisions on July 15, 2021; and

Whereas, cultural resources within the APE are Site Lead 32MOx626, which is a drainage or irrigation ditch, and the Bismarck Bridge (site 32BL801/32MO1459); and

Whereas, the USCG, in consultation with the SHPO, has determined Site Lead 32MOx626 not eligible for

listing in the NRHP and determined the Bismarck Bridge eligible for listing in the NRHP under Criterion A for its association with broad patterns of railroad, commercial, and military history in the United States, and under Criterion C for design and construction, and for its association with engineers George Shattuck Morison and Ralph Modjeski; and

Whereas, the USCG determined that the Bismarck Bridge west approach span contributes to the Bismarck Bridge and did not evaluate the east approach span because it dates from 1991, and the SHPO concurred on July 12, 2021; and

Whereas, the USCG, in consultation with the SHPO, determined that the Undertaking would have an adverse effect on the Bismarck Bridge; and

Whereas, in accordance with 36 CFR 800.6(a)(1), the USCG 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 USCG, SHPO, and Advisory Council on Historic Preservation (ACHP) executed a Programmatic Agreement (PA) for the Undertaking on January 15, 2021, with Invited Signatories BNSF and Friends of the Rail Bridge (FORB); and

Whereas, Stipulations VI. and VIII. of the PA required the USCG to lead the consultation to develop this Memorandum of Agreement (MOA) to stipulate detailed mitigation measures needed to resolve any adverse effects from the removal of the historic Bismarck Bridge and the addition of a new bridge; and

Whereas, FORB requested termination of the PA on February 22, 2022, withdrew that termination request on March 16, 2022, and then reinstated their PA termination request on May 12, 2022, and the USCG terminated the PA on June 28, 2022; and

Whereas, the parties to this MOA agree that certain previously agreed upon stipulations from the PA have been moved to and incorporated into this MOA; and

Whereas, the National Trust for Historic Preservation listed the Bismarck Bridge on *America's 11 Most Endangered Historic Places for 2019* because it was the first bridge to cross the upper Missouri River, George Shattuck Morison designed and oversaw its construction between 1880 and 1883, and the project employed advanced construction methods including pneumatic caissons such as those used to build its contemporary, the Brooklyn Bridge; and

Whereas, Mandan, Hidatsa, and Arikara (MHA) Nation ancestral sites overlook this industrial infrastructure that altered the history of their lands and people, and the bridge is upriver from On-A-Slant Village where Mandan Chief Sheheke was born and later accompanied Lewis and Clark back to Washington, D.C. where Sheheke and President Jefferson met; and

Whereas, known ancestral areas upriver of the APE include Chief Looking's Village (site 32BL3), Crying Hill (site CHFMO38) (see Attachment B), and areas of the Missouri River bottomlands used to plant corn, beans, and squash; and

Whereas, the Bismarck Bridge is an important resource in the cultural landscape of the Northern Plains National Heritage Area and is closely tied with many important historic places and events in the Heritage Area; and

Whereas, Stipulation V.C. of the PA stated that if any part of Stipulation V. could not be fulfilled, then the process may move to Stipulation VI., at the discretion of the USCG, and the USCG determined that the requirements in the PA for an interested party to propose a new feasible and reasonable alternative to retain the existing bridge and construct a new adjacent bridge with no net floodplain rise were not met, and thus

moved to Stipulation VI. of the PA, and the SHPO concurred with this on June 15, 2021, and the ACHP concurred on January 13, 2022; and

Whereas, in response to a request from Consulting Parties to consider salvaging some components of the Bismarck Bridge if it were to be demolished, the State of North Dakota (represented by North Dakota Department of Transportation [NDDOT]), at the direction of the USCG, convened a Salvage Working Group that identified five options for salvaging pieces of the bridge, including the granite pier blocks, for possible historic preservation projects; and

Whereas, Consulting Parties are defined to include Signatories, Invited Signatories, and Concurring Parties; and

Whereas, "Signatories" as defined in 36 CFR 800.6(c)(1) have the sole authority to execute, amend, or terminate this agreement, and "Invited Signatories" as defined in 36 CFR 800.6(c)(2) have the same rights with regard to seeking amendment or termination of this agreement as the Signatories; and

Whereas, any reference within this MOA to a "Signatory" includes Signatories and Invited Signatories; and

Whereas, Concurring Parties participate in the consultation process and are invited to concur in this MOA but they cannot prevent the MOA from being executed, amended, or terminated; and

Whereas, BNSF is the project proponent, has specific responsibilities under this MOA, and has been invited to participate in this consultation and to sign this MOA as an Invited Signatory; and

Whereas, the Northern Plains Heritage Foundation has specific responsibilities under this MOA and has been invited to participate in this consultation and to sign this MOA as an Invited Signatory; and

Whereas, because the Undertaking requires authorization by the United States Army Corps of Engineers (USACE) under the Clean Water Act Section 404, the Omaha District of USACE (North Dakota Regulatory Office) has been invited to participate in this consultation and to sign this MOA as a Concurring Party; and

Whereas, the USCG has consulted with Bismarck Parks and Recreation District, Bismarck Historical Society, Bismarck-Mandan Metropolitan Planning Organization, Burleigh County, Captain's Landing Township, City of Bismarck, City of Mandan, Fort Abraham Lincoln Foundation, Friends of the Rail Bridge, Historic Bridge Foundation, Mandan Historical Society, Morton County, Morton County Historical Society, National Trust for Historic Preservation, North Dakota Parks and Recreation Natural Resources Division, North Dakota State Railroad Museum, and Preservation North Dakota regarding the effects of the Undertaking on historic properties and has invited them to participate in this consultation and to sign this MOA as Concurring Parties; and

Whereas, in accordance with 36 CFR 800.2(c)(2)(ii), the USCG invited the following Federally recognized Indian tribes to participate in consultation on this Undertaking as Concurring Parties in November 2017 and has continued to communicate with them throughout the Section 106 process: Cheyenne River Sioux Tribe, Chippewa Cree, Crow Creek Sioux Tribe, Crow Nation, Flandreau Santee Sioux Tribe, Fort Peck Assiniboine and Sioux Tribes, MHA Nation, Northern Cheyenne Nation, Oglala Sioux Tribe, Rosebud Sioux Tribe, Santee Sioux Nation, Sisseton-Wahpeton Oyate, Spirit Lake Tribe, Standing Rock Sioux, Turtle Mountain Band of Chippewa, and Yankton Sioux Tribe; and

Whereas, the USCG invited the Wahpekute Band of Dakotah, a non-Federally recognized Indian tribe, to participate in consultation on this Undertaking as a Concurring Party in January 2018 and has continued to communicate with them throughout the Section 106 process; and

Whereas, the MHA Nation and the Northern Cheyenne Nation accepted the invitation to participate in consultation and the USCG invited them to sign this MOA as a Concurring Party;

Whereas, the USCG initiated Section 106 consultation with the SHPO on May 10, 2017, and has made a good faith effort to consult with interested parties to discuss the Undertaking, its effects, and potential

mitigation measures, including 21 Consulting Parties' meetings between January 2018 and March 2022, as documented in the consultation log in Attachment C; and

Whereas, the USCG held a public meeting and open house on December 14, 2017, in compliance with Section 106 of the NHPA, to provide the public with information about the Undertaking and its effects on historic properties, seek public comment and input, and provide general information about the project;

Now, therefore, the USCG, SHPO, and ACHP agree that the USCG will ensure that the following stipulations are implemented to mitigate the effects of the Undertaking on historic properties, and that these stipulations will govern the Undertaking and all of its parts.

STIPULATIONS

The USCG will ensure that the following measures are implemented:

I. AREA OF POTENTIAL EFFECTS

The APE may require amendments or revisions as the project design develops and construction methodologies are detailed. If BNSF or their contractor(s) identify additional areas to be used for disposal, borrow or staging, the APE will be amended to include such areas. If the APE requires amendment or revision, the following procedure will apply.

- A. BNSF will notify the USCG and SHPO in writing of requested changes to the APE within seven (7) days of learning an amendment or revision is needed. BNSF will provide a map showing the existing APE and the proposed amendment(s) or revision(s), accompanied by a written explanation of the reason for the change(s).
- B. The USCG will consult with the SHPO on the requested changes to the APE and will revise or amend the APE as they determine appropriate.
- C. The USCG will notify Consulting Parties of changes to the APE along with the map showing the existing APE and the proposed amendment(s) or revision(s), as well as the written explanation of the reason for the change(s), within fifteen (15) days of the USCG and SHPO being informed by BNSF of the need for an amendment(s) or revision(s).
- D. Consulting Parties will have thirty (30) days to review and comment on the amended or revised APE.
- E. The USCG will take all comments into consideration when finalizing the amended or revised APE. The USCG will provide the finalized APE to the Consulting Parties within thirty (30) days of receiving comments. Any disagreements on changes to the APE will be resolved as stated in Stipulation XI.
- F. Once APE changes are finalized, the USCG will file them electronically with the ACHP through e-106.
- G. The USCG will ensure that all areas added to the APE that have not been previously surveyed will be surveyed for cultural resources. If any cultural resources are identified, the USCG will determine if they are eligible for the NRHP and submit those determinations to the SHPO for concurrence.
- H. If historic properties are identified within the APE revisions, the USCG will consult with the SHPO and other Consulting Parties to determine the effects of the Undertaking on those properties. If those effects are found to be adverse, the USCG will consult with BNSF and the SHPO to explore ways to avoid or minimize the effects.

I. If previously unknown adverse effects to historic properties within the APE revisions cannot be avoided, the USCG will consult with the parties to this agreement to reach consensus on appropriate mitigation for those adverse effects. This MOA will then be amended in accordance with Stipulation XII. to incorporate such mitigation.

II. VIBRATION MONITORING

A. The USCG will identify a vibration APE for construction and demolition activities that may have adverse effects on historic properties as a result of vibration impacts. The vibration APE will be based on a 500-foot radius from the construction footprint. 500 feet is considered a reasonable and conservative threshold for screening of construction activities that do not involve blasting, according to the National Cooperative Highway Research Program Project 25-25 (Task 72). No blasting or explosives will be used by BNSF or their contractors. The USCG will distribute the vibration APE to the other Consulting Parties.

B. BNSF will strive to avoid and minimize vibration impacts from construction on historic buildings and structures.

C. BNSF will hire a qualified consultant (pursuant to Stipulation VI.) to identify historic buildings and structures (eligible for or listed in the NRHP) within the vibration APE.

1. If any historic buildings or structures are identified within the vibration APE, BNSF will have sixty (60) days from identification of said buildings and/or structures to conduct an initial screening evaluation by a vibration expert using methods recommended by the Federal Transit Administration's *Transit Noise and Vibration Impact Assessment* (May 2006), taking into consideration local soil conditions. The Federal Transit Administration provides a peak particle velocity unit of 0.2 inch per second as the level for potential construction vibration damage to non-engineered timber and masonry buildings with plaster walls and/or ceilings. Peak particle velocity for vibration at the Bismarck Bridge will be specific to the bridge and take into consideration the existing vibrations it currently experiences from train traffic. If the screening indicates construction vibrations are likely to exceed a peak particle velocity unit of 0.2 inch per second at identified historic buildings or structures, or to exceed the velocity level determined for the Bismarck Bridge, then BNSF will explore the feasibility of options to reduce the vibrations below 0.2 inch per second at identified historic buildings or structures, or below the level determined for the Bismarck Bridge.

2. If measures to reduce the vibrations to below 0.2 inch per second at historic buildings are not feasible, BNSF will perform a condition assessment on those historic buildings and structures within the vibration APE prior to construction. The condition assessment will be performed by the vibration expert, a structural engineer, a licensed architect, and an architectural historian, all retained by BNSF, and will include photo and/or video documentation. It will specifically evaluate susceptibility to vibration damage for each building and structure. The assessment will determine specific vibration thresholds for structural and architectural (cosmetic) damage. The condition assessments must be completed before construction can begin. No condition assessment of the Bismarck Bridge will be performed as existing BNSF inspections will suffice.

3. If any of the specific vibration thresholds determined in Stipulation II.C.2. exceed 0.2 inch per second, BNSF, in consultation with the SHPO and affected property owners, will explore vibration mitigation measures to protect the building(s) and/or structure(s) and significant architectural features, and whether these measures are feasible and reasonable. If, after said consultation, BNSF determines these measures to be feasible and reasonable, BNSF will implement them, in consultation and with the approval of the property owner(s). Mitigation measures will not apply to the Bismarck Bridge as it will continue to operate as an active rail bridge under BNSF ownership throughout construction.

4. In addition to potential vibration mitigation measures, the vibration expert will install vibration amplitude monitoring at the vulnerable historic building(s) and/or structure(s). The vibration monitoring will be done by the vibration expert, who will establish warning and stop work thresholds, as well as procedures for threshold exceedances. Once the vibration expert has established these thresholds and procedures, BNSF will provide this information to the USCG, who will in turn notify the Consulting Parties, and construction may then proceed.

5. If a stop work threshold is exceeded, BNSF will notify the USCG as soon as possible, within normal working hours. BNSF will engage a structural engineer, a licensed architect, and an architectural historian to inspect the building(s) and/or structure(s) for damage within seventy-two (72) hours of USCG notification. Construction can continue once the inspection is complete.

a) If the inspection determines there is no damage, the vibration expert will consult with the structural engineer, licensed architect, and architectural historian to determine if the threshold should be raised and adjust accordingly.

b) If the inspection determines there is minor structural or architectural damage, BNSF will provide for any necessary repairs, consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. BNSF will offer the SHPO an opportunity to comment on the consistency of such repairs with the *Standards* and will modify the repairs in response to any SHPO comments. The vibration expert will consult with the structural engineer, licensed architect, and architectural historian to determine if a lower stop work threshold is needed and adjust accordingly.

c) If the inspection determines there is severe damage, BNSF will provide for any necessary repairs, consistent with the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. BNSF will offer the SHPO an opportunity to comment on the consistency of such repairs with the *Standards* and will modify the repairs in response to any SHPO comments. BNSF will direct the contractor to immediately stop working on that construction activity until appropriate safeguards can be put in place. The vibration expert will consult with the structural engineer, licensed architect, and architectural historian to determine if a lower stop work threshold is needed and adjust accordingly.

d) If vibration levels approach or exceed the stop work levels repeatedly, BNSF will direct the contractor to immediately stop working on that construction activity and will consult with the USCG and SHPO on alternative construction methods or other avoidance/mitigation solutions.

III. MITIGATION FUNDING

BNSF will be responsible for the cost of the mitigation detailed in Stipulation IV.A. Bridge Documentation and the \$500,000 grant program in Stipulation IV.B.

IV. MITIGATION FOR REMOVAL OF EXISTING BRIDGE

A. Bridge Documentation – BNSF will be responsible, at their cost, for having the documentation listed in Stipulation IV.A developed to record the historic Bismarck Bridge through Historic American Engineering Record (HAER) Level I documentation.

1. Historic American Engineering Record (HAER) Documentation Level I - BNSF will develop comprehensive documentation that records the Bismarck Bridge in accordance with HAER documentation Level I guidelines. This will include measured drawings, professional black and white large format photographs, and a written history and description, all in an archive-stable format. It will be prepared as an Addendum to HAER ND-2 and will copy and cite information from HAER NE-2. Two identical sets of the documentation will be prepared – one for the National Park Service (NPS) and one for SHPO.

a) Measured Drawings

The documentation will include reproduction of all existing drawings of the current bridge, including drawings of its original design, minus duplicates. A site plan/aerial photograph of the bridge and the quadrangle map of the project area will also be included. The bridge will be scanned via laser or other comparable means to produce a complete set of current, as-is drawings. The final version of these drawings will be submitted on archival CD/DVD and printed on 34-inch x 44-inch archivally stable materials. In addition, one reduced 8½-inch x 11-inch copy on archival bond paper will be produced.

b) Photographs

The documentation will include at least 10 and no more than 20 black and white large format photographs to include all four elevations of the bridge, bridge details, and at least four context photographs, and include views from each side of the river. The documentation will include an index to the photographs as well as a photograph key showing the location and view direction of each image. Each photograph will produce a large format negative (4-inch x 5-inch, 5-inch x 7-inch, or 8-inch x 10-inch) and a contact print, archivally processed on fiber-based paper and also submitted electronically on archival CD/DVD. Once photo documentation is accepted by the NPS, construction on the substructure of the new bridge may proceed, in accordance with USCG permits.

c) Written History and Description

The written narrative will contain a description of the bridge and a detailed history. The narrative will also include a history of the Jamestown Subdivision between Mandan and Bismarck, including construction of the railroad and its major features, historical ownership information, the impact of the railroad on the growth and development of the towns and counties along the Jamestown Subdivision, significant historical users of the railroad, significant alterations to the bridge or subdivision, and significant historic events or patterns of history related to the subdivision. The narrative will include history and information about the substructure from HAER NE-2 (citing it appropriately), as well as information about the superstructure, its changes over time, and a description of its current condition. Final narrative will be produced on acid-free, 100-year, 8 ½-inch by 11-inch archival paper and electronically on archival CD/DVD.

d) Review and Comment

(1) Within ninety (90) calendar days of receipt of the USCG bridge permit, or as soon thereafter as weather permits, BNSF will prepare the draft HAER photo documentation in accordance with Stipulation IV.A.1.b) and distribute it via electronic mail or other electronic media to the North Dakota SHPO and NPS for review. The North Dakota SHPO will review and provide comments to BNSF and NPS within fifteen (15) calendar days of receipt of the photo documentation. NPS will then have an additional fifteen (15) days (for a total of thirty [30] days) to review and provide comments to BNSF. Because NPS has the responsibility of accepting final HAER mitigation documents for archiving at the Library of Congress, which includes ensuring that the documents meet the exacting content, editing and formatting requirements of the HAER program, the additional fifteen (15) days allows NPS to provide direction for editing the draft documents, including incorporation of any review comments that the SHPO might generate.

If no comments are provided to BNSF by the end of the thirty (30) day-comment period, the draft photo documentation will be considered final. If comments are provided to BNSF, BNSF will revise the draft photo documentation in response to the comments, as needed, and submit the final

photo documentation in accordance with Stipulation IV.A.1.b) within fifteen (15) calendar days of receipt of comments.

(2) BNSF will prepare the draft measured drawings and written narrative in accordance with Stipulation IV.A.1.a) and c) and distribute them via electronic mail or other electronic media to the North Dakota SHPO and NPS for review within one hundred eighty (180) calendar days of receipt of the USCG bridge permit. The North Dakota SHPO will review and provide comments to BNSF within thirty (30) calendar days of receipt of the draft HAER narrative and/or measured drawings. NPS will then have an additional fifteen (15) days (for a total of forty-five [45] days) to review and provide comments to BNSF. Because NPS has the responsibility of accepting final HAER mitigation documents for archiving at the Library of Congress, which includes ensuring that the documents meet the exacting content, editing and formatting requirements of the HAER program, the additional fifteen (15) days allows NPS to provide direction for editing the draft documents, including incorporation of any review comments that the SHPO might generate.

If no comments are provided to BNSF by the end of the forty-five (45)-day comment period, the draft HAER narrative and measured drawings will be considered sufficient and will be finalized in accordance with Stipulation IV.A.1.a) and c). If comments are provided to BNSF, BNSF will revise the draft HAER narrative and measured drawings in response to the comments, as needed, and submit them as final in accordance with Stipulation IV.A.1.a) and c) within thirty (30) calendar days of receipt of comments.

2. Distribution - Upon completion of the HAER documentation stipulated in III.A.1., BNSF will submit one copy of the documentation to the North Dakota SHPO and one copy to the NPS. In addition, BNSF will offer one copy of the HAER documentation to the Historic Bridge Foundation, Bismarck Historical Society, FORB, Mandan Historical Society, North Dakota State Railroad Museum, Burleigh County Library System, and North Dakota State University library electronically on archival CDs or other electronic media.

BNSF will provide to the USCG and North Dakota SHPO evidence of transfer to the recipients listed in Stipulation IV.A.2. who wish to receive a copy of the HAER documentation in the form of a copy of the transmittal letter(s).

B. Grant Program – BNSF will provide one-time funding in the amount of \$500,000 to be distributed as grants for historic preservation projects directly related to the historic Bismarck Bridge and tied to the Mandan and Bismarck community.

1. Grants will be limited to projects directly associated with the loss of the historic Bismarck Bridge, with the addition of the new bridge, with history associated with the existing bridge or its location, or with the impacts the bridge had on tribal culture or on the Bismarck/Mandan area. Projects can also include salvaging and utilizing bridge pieces listed in Stipulation IV.B.8.

2. BNSF, the USCG, NDDOT, and potential recipients of the bridge pieces, as members of the Salvage Working Group, submitted salvage concepts to BNSF to obtain cost estimates as part of the construction contract for the project. Once BNSF receives the bids from the contractor for these add-alternate items, they will share these bids with the grants administrator(s) at least sixty (60) days after issuance of the USCG bridge permit. The grants administrator(s) will then publicize these amounts to consulting parties and members of the Salvage Working Group for consideration in grant package submittals, and will open the

grants application period. See Sections III.B.5.-7. for more information on timing and decisions related to salvage pieces.

3. The grants program will be jointly administered by the State Historical Society of North Dakota and the Northern Plains Heritage Foundation, who will determine which of them will be the custodian for the funds. If the two parties cannot reach an agreement on grants administration or funds custodian within thirty (30) days of the execution of this MOA, then those parties must immediately notify the USCG of their failure to agree. The State Historical Society of North Dakota would then be solely responsible for grants administration and as funds custodian. The State Historical Society of North Dakota may also choose to seek another party to serve as funds custodian. If using a third party, the State Historical Society of North Dakota must have a signed agreement with the identified alternate funds custodian and must provide said agreement to the USCG no more than thirty (30) days after issuance of the USCG bridge permit.

4. Within forty-five (45) days of issuance of the USCG permit, the grants administrator(s) will open an account at a federally insured financial institution, or direct the funds custodian to do so, and will notify the USCG and BNSF once the account is open to receive funds.

5. The grants administrator(s) will develop a process for reviewing projects for grant funding and publicize grants to interested parties within sixty (60) days of issuance of the USCG bridge permit.

6. To be considered in the \$500,000 grant program, applicants must submit proposals, including those for salvaged parts, to the grants administrator(s) within sixty (60) days from the date BNSF provides add-alternate bid item pricing to the grants administrator(s). This is necessary to be able to include any projects for potential grant funding that need to be complete prior to construction and demolition.

7. The grants administrator(s) has one hundred twenty (120) days from the date BNSF provides add-alternate bid item pricing for the parts listed in Stipulation IV.B.8. to notify BNSF which add-alternate bid items they will accept. Within sixty (60) days of receiving this notice from the grants administrator(s), BNSF will transfer the net funds (\$500,000 minus the cost of the accepted add-alternate bid items) to the account identified in Stipulation IV.B.4. Subsequent to transfer of funds, BNSF will notify the USCG in writing with proof of transfer. If BNSF does not receive a response from the grants administrator(s) within the one hundred twenty (120) days, that will serve as a rejection of all add-alternate bid items and no salvage of bridge items will occur. In that case, BNSF will transfer the total \$500,000 to the account identified in Stipulation IV.B.4.

8. The Salvage Working Group identified the following parts for salvage listed by entity:

- a) City of Mandan: 100 granite blocks.
- b) City of Bismarck: 50 granite blocks and three entrance (end) trusses to the second post.
- c) Mandan Railroad Museum: Two entrance (end) trusses to the second post; base bridge grid trusses; 20 granite blocks; tracks and ties for 100 feet of track; 60 feet of guardrail; and 60 feet of walkway.
- d) Cities of Mandan and Bismarck: All remaining blocks/chunks/pieces.

9. For any of the salvage items provided, the entity accepting those salvage items will be required to sign an agreement with BNSF that identifies the entity as the new owner of these salvaged materials and fully indemnifies BNSF from any liabilities or responsibilities related to these materials.

V. IMMEDIATE FAILURE

The parties acknowledge that, if the existing Bismarck Bridge is determined by BNSF to be subject to derailment, imminent failure, or other serious physical hazard, BNSF will immediately notify the USCG, USACE, and SHPO, and immediately commence the USCG (Commandant Instruction M16590.5C, Chapter 4.F.) and USACE (33 CFR 325.2(e)(4)) emergency permit process prior to bridge removal and replacement. BNSF will notify the other Consulting Parties within twenty-four (24) hours of notifying the agencies. If the imminent failure prevents the documentation detailed in Stipulation IV.A. from being completed, then the USCG will consult with the parties to this agreement to reach consensus on other appropriate mitigation. This MOA will then be amended in accordance with Stipulation XII. to incorporate such mitigation.

Administrative Provisions

VI. PROFESSIONAL QUALIFICATIONS

All work carried out pursuant to this MOA will be developed and/or implemented by, or under the direct supervision of, a person or persons meeting or exceeding the minimum professional qualifications, appropriate to the affected resource(s), listed in the *Secretary of the Interior's Professional Qualification Standards* as defined and officially adopted in 1983 (48 FR 44716, September 29) and the *Secretary of the Interior's Historic Preservation Professional Qualification Standards* as expanded and revised in 1997 (62 FR 33708, June 20). The USCG and BNSF will ensure that consultants retained for services pursuant to this Agreement meet these standards. This Stipulation does not apply to grant administrators or grantees that may receive funds under Stipulation IV.B.

VII. EFFECTIVE DATE

The terms of this agreement will become effective upon signature of all Signatories. The USCG will file a copy with the ACHP.

If an emergency is declared in the area of the Undertaking by the President of the United States or Governor of North Dakota, any deadlines written into this MOA may be extended by the USCG for a period of up to sixty (60) calendar days.

VIII. DURATION

Unless the MOA is terminated pursuant to Stipulation XIII., another agreement executed for the Undertaking supersedes it, or the Undertaking has been canceled, this MOA will remain in full force and effect for ten (10) years from the date of issuance of the USCG bridge permit. Prior to such time, the USCG may consult with the other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation XII.

If the USCG determines that all terms of this MOA have been fulfilled in a satisfactory manner, the USCG will notify the Consulting Parties in writing of the agency's determination. This MOA will expire on the day the USCG so notifies the Consulting Parties.

IX. POST-REVIEW DISCOVERIES

A. If properties are discovered that may be historically significant, or if unanticipated effects on historic properties are found, the USCG shall implement the inadvertent discovery plan included as Attachment D.

B. If human remains are discovered during construction, work in that portion of the project shall stop immediately and the USCG shall implement the human remains section of the inadvertent discovery plan included as Attachment D.

X. MONITORING AND REPORTING

Commencing one hundred eighty (180) calendar days after this MOA is executed, BNSF and the grants administrator(s) identified in Stipulation IV.B.3. will each provide an annual report detailing all proposed scheduling changes and disputes or objections received in their efforts to carry out the terms of this MOA. These reports will be emailed to the USCG point of contact (POC), who will then distribute the report to the POCs for all parties as listed in Stipulation XIV. The USCG will hold periodic Consulting Party meetings after the MOA is executed when deemed necessary by the USCG.

XI. DISPUTE RESOLUTION

Should any Signatory or Concurring Party to this MOA object at any time to the manner in which the terms of this MOA are implemented, the USCG will consult with such party to resolve the objection. If the USCG determines that such objection(s) cannot be resolved, the USCG will:

A. Forward all documentation relevant to the dispute, including the USCG's proposed resolution, to the ACHP. The ACHP will provide the USCG 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, the USCG will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories and Concurring Parties and provide them with a copy of this written response. The USCG will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day period, the USCG may make a final decision regarding the dispute and proceed accordingly. Prior to reaching a final decision, the USCG will prepare a written response that takes into account any timely advice or comments regarding the dispute from the Signatories and Concurring Parties and provide them and the ACHP with a copy of such written response.

C. The USCG's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

XII. AMENDMENTS AND ADDITIONAL PARTIES

A. This agreement may be modified upon the mutual written consent of the Signatories.

B. If additional approvals for the Undertaking are needed from another federal agency that is not a party to this MOA and the Undertaking remains unchanged, such agency may comply with Section 106 by agreeing in writing to the terms of this MOA, notifying and consulting with the SHPO and ACHP, and signing this MOA as a Signatory. Any necessary modifications would be considered in accordance with Stipulation XII.A.

XIII. TERMINATION

A. If any Signatory to this MOA determines that its terms will not or cannot be carried out, that party will immediately consult with the other Signatories to attempt to develop an amendment per Stipulation XII. If within thirty (30) calendar days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatories, explaining the reasons for termination.

Once the MOA is terminated, prior to work continuing on the Undertaking at the discretion of the USCG after consultation with the Signatories, the USCG must either:

A. Execute an MOA pursuant to 36 CFR § 800.6 or

B. Request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7.

The USCG shall notify the Signatories as to the course of action it will pursue.

XIV. POINTS OF CONTACT

The USCG POC will be the Commander Eighth Coast Guard District (dwb) (314) 269-2378. The SHPO POC will be Lorna Meidinger, Architectural Historian (701) 328-2089. The ACHP POC will be

Christopher Wilson, Program Analyst (202) 517-0229. The BNSF POC will be Mike Herzog, Director of Bridge Construction (913) 551-4229.

Execution of this MOA by the USCG, SHPO, and ACHP, and implementation of its terms, is evidence that the USCG has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

Attachment A
Revised APE and Visual APE Maps

May 6, 2021

Mr. Brian Dunn
U.S. Coast Guard Bridge Program (CG-BRG)
(202) 372-1510
brian.dunn@uscg.mil

Subject: BNSF Bismarck Bridge Replacement Project
Revision of the project Area of Potential Effects

Dear Mr. Dunn,

Per Stipulation I.A. of the Programmatic Agreement among the U.S. Coast Guard, the North Dakota State Historic Preservation Officer, and the Advisory Council on Historic Preservation regarding the Proposed Bridge Project at Mile 1315.0 on the Missouri River near Bismarck and Mandan, Burleigh County, North Dakota, Jacobs, on behalf of BNSF, is notifying your office and the North Dakota State Historic Preservation Officer (SHPO) (copied below) of needed revisions to the Area of Potential Effects (APE). Please see the attached map that shows the existing APE as well as the proposed revisions.

The APE is being revised through two expansions. The first expansion is to include a temporary construction access route on the western side of the Missouri River. This access route is still being negotiated with the North Dakota Department of Transportation (NDDOT) and is subject to change but is being evaluated in the Draft Environmental Impact Statement (DEIS). The second expansion is to accommodate the footprints of all alternatives being considered in the DEIS. These areas were not defined when the original APE was identified, but as any one of these alternatives has the potential to affect historic properties, the APE is being expanded to include them.

While the western access route is still being negotiated and the Preferred Alternative has not been selected, the APE is being revised to include these areas in advance of publication of the DEIS. Jacobs, on behalf of BNSF, requests that your office consult with the North Dakota SHPO on these APE revisions, and that you also convey this information to the Consulting Parties within 15 days of receipt, in accordance with the Programmatic Agreement. If you have any questions or would like additional information, please do not hesitate to contact me at Lori.Price@jacobs.com or 727-560-4503.

Thank you,

Jacobs Engineering Group, Inc.



Lori Price

Enclosures:



May 6, 2021
Union Pacific Railroad Westlake Bridge Fender Replacement Project
Revision of the project Area of Potential Effects

Attachment 1 – Revised APE Map

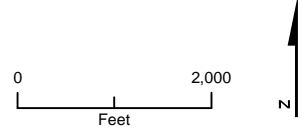
cc: Dr. Bill Peterson, SHPO
Mike Herzog, BNSF

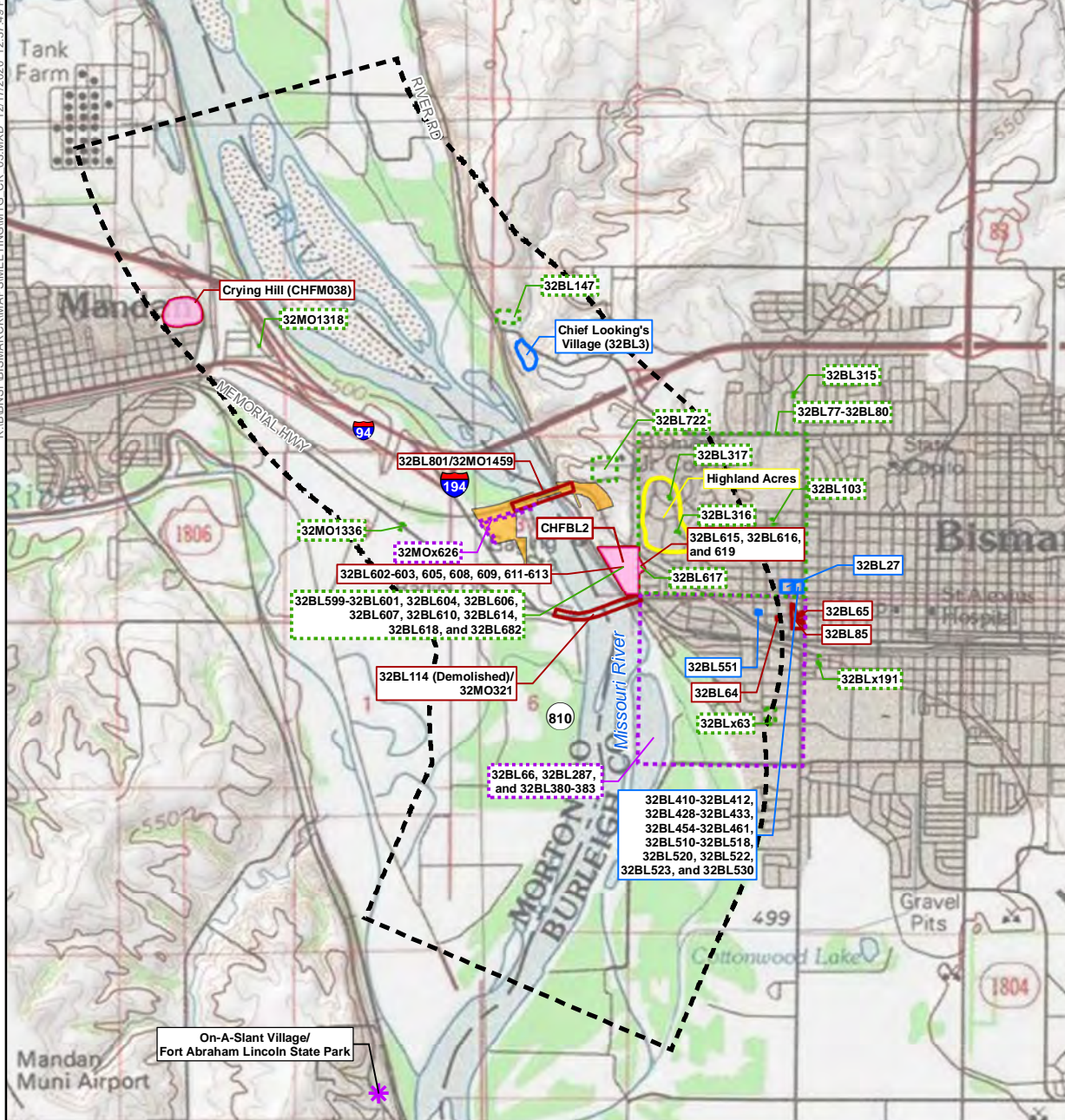


P:\BIBSEN\BISMARCK\MAPS\REPORT\FIG3\3.08_ARCH\HISTORIC\SOURCE\FIG3.CR_06.MXD_2/8/2021_10:15:52 AM

- LEGEND**
- ##### Existing Bridge
 - Area of Potential Effects (Original)
 - Area of Potential Effects (Expanded)

Source: (ESRI Imagery, April 2020)



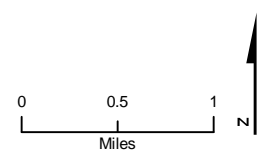


LEGEND

- Added By Consulting Parties
- Class III Inventory Project Area
- Visual Area of Potential Effects (APE)

- Site Status**
- Traditional Cultural Property
 - Eligible
 - Listed
 - Not Eligible
 - Unevaluated
 - Currently Being Surveyed for Historic District Nomination (as of 12-17-22)

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Attachment B
Identified Cultural Resources and Map of Non-Confidential Sites

Table 1: Results of the Site, Site Lead, and Isolated Find Files Search					
Sec-Twp/Rng	SITS#	Type	Recorder Date	NRHP Status	MS #
5-138/80	32BL63	Architectural - Residence	Schweigert/ Persinger 1988	E	108, 4554, 8462, 10128, 11555, 17256
	32BL64	Architectural - Residence	Schweigert/ Persinger 1988	E	
	32BL65	Architectural - Residence	Schweigert/ Persinger 1988	E	
	32BL66	Architectural - Residence	Schweigert/ Persinger 1988	NE	
	32BL85	Architectural/Historic - Park, Masonry, Metal	Schweigert/ Persinger 1988	E	
	32BL114	Architectural - Liberty Memorial Bridge	Meidinger 2011; Renewable Technologies, Inc./Hess, Roise, & Co. 1991	E	
	32BL287	Architectural - Calvary Free Lutheran Church	Ford-Dunker 1999	UN	
	32BL381	Architectural - Residence	Meidinger 2013; Wegscheid 1991	UN	
	32BL382	Architectural - Residence	Wegscheid 1991	UN	
	32BL383	Architectural - Residence	Wegscheid 1991	UN	
	32BL534	Archaeological - CMS, Faunal Remains, Chipped Stone	Pratt 2003	NE	
	32BL551	Architectural - Lundquist House	Ryan 2006	L	
	32BLx3	Isolated Find - Projectile Point	Borchert 2006	NE	
	32BLx7	Isolated Find - Fire Cracked Rock, Chipped Stone	Zachmann 2006	NE	
	32BLx63	Site Lead - Residence	BAM 1996	UN	
32BLx191	Site Lead - Residence	BAM 1996	UN		
6-138/80	32BL114	Architectural - Liberty Memorial Bridge	Meidinger 2011; Renewable Technologies, Inc./Hess, Roise, & Co. 1991	E	87, 3992, 8462, 8772, 8838, 8901, 10128, 15166
	32MO321	Architectural - Liberty Memorial Bridge	Renewable Technologies, Inc./Hess, Roise, & Co. 1991	E	
	32MO1318	Architectural -Bethel Assembly of God	Christopher 2002	UN	
1-138/81	32MO28	Archaeological - CMS, Earthlodge Village, Mound	Simonson 1997; Purcell 1979; Metcalf 1950	NE	80, 94, 2094, 2999, 3992, 6088, 6138, 6708, 6919, 8044, 8838, 8901
29-139/80	32BL315	Architectural - Church of Christ	Ford-Dunker 1999	UN	4554, 5506, 5968, 8172, 16299
30-139/80	32BL3	Archaeological - Chief Looking's Village	Bleier, SHSND 2010; Volk 2010; Metcalf 1950	E	80, 94, 109, 5410, 5506, 6886, 7133,

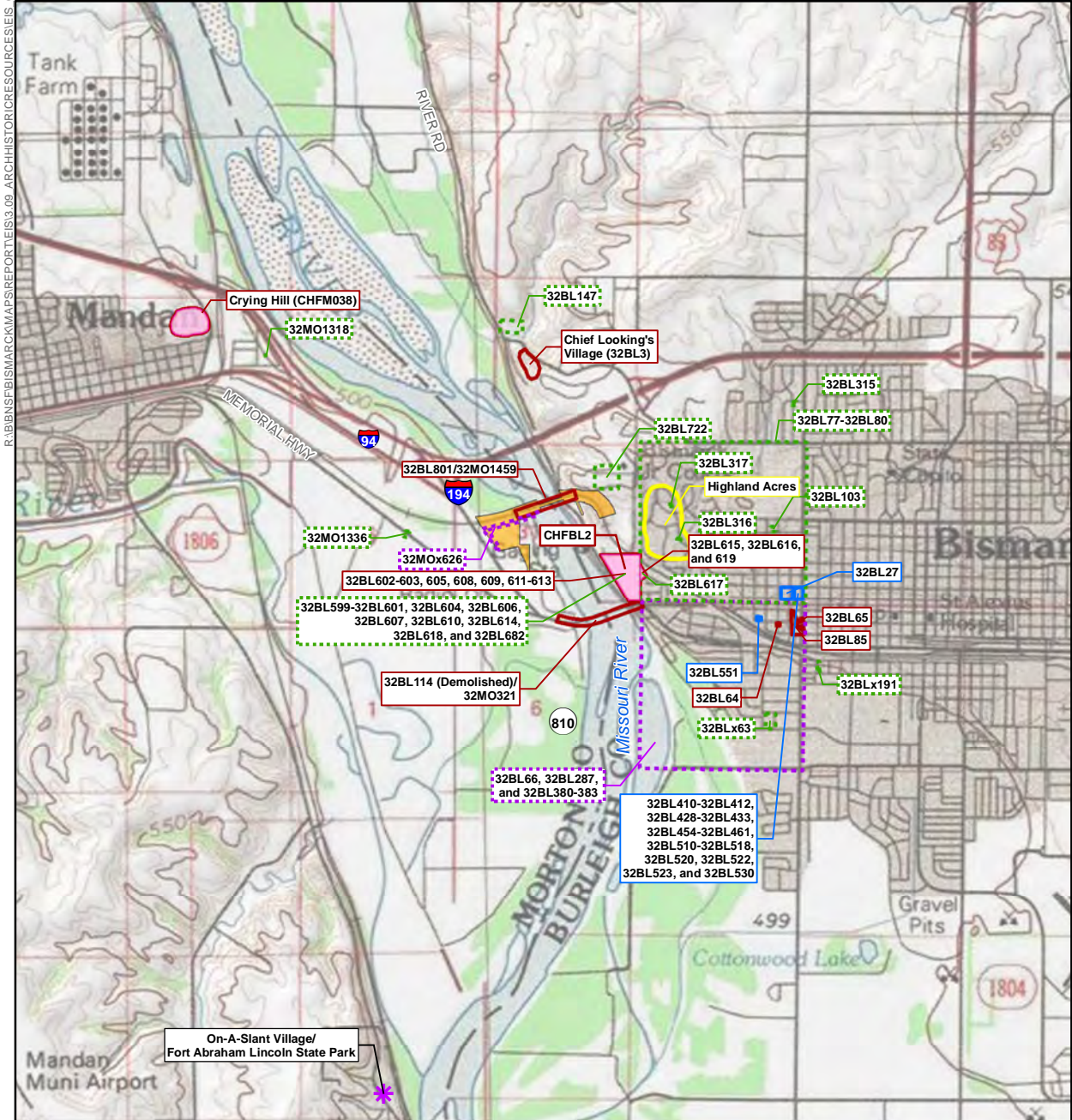
*Update: The Bismarck Indian School/Fraire Barracks is considered a Traditional Cultural Property by the MHA Nation and the Standing Rock Sioux Tribe (recorded as CHFBL2). The individual buildings are recorded as 32BL599 (not extant) with the following contributing buildings 32BL602-603, 605, 608, 609, 611-613, 615-616, 619.

Table 1: Results of the Site, Site Lead, and Isolated Find Files Search					
Sec-Twp/Rng	SITS#	Type	Recorder Date	NRHP Status	MS #
	32BL147	Architectural - Homestead	Good 1998	NE	8812, 11030, 12124, 15171, 15377, 16299
	32BLx202	Isolated Find - Faunal Remains, Chipped Stone	Good 1998	NE	
	32BKx351	Site Lead - Bismarck State College	Meidinger 2015	UN	
31-139/80	32BL599-32BL614	*Architectural - (16 Sites) - Fraire Barracks/ND National Guard	McCormick/Renewable Technologies, Inc. 2006		80, 109, 2011, 5920, 6354, 8772, 10861, 15171, 16299
	32BL616	*Architectural - Fraire Barracks/ND National Guard	McCormick/Renewable Technologies, Inc. 2006	UN	
	32BL618	Architectural - Fraire Barracks/ND National Guard	McCormick/Renewable Technologies, Inc. 2006	UN	
	32BL682	Architectural - Fraire Barracks/ND National Guard/Motor Vehicle Storage	Rossillon 2009	NE	
	32BL722	Architectural - Barrack Building	Meidinger 2011	UN	
	32BL801	Architectural - Northern Pacific RR Bridge	Barth 2016; Meidinger 2011; Benson 1980	E	
	32BLx66	Site Lead - Steamboat Warehouse	Benson 1980	UN	
	32BLx351	Site Lead - Bismarck State College	Meidinger 2015	UN	
	32MO321	Architectural - Liberty Memorial Bridge	Renewable Technologies, Inc./Hess, Roise, & Co. 1991	E	
	32MO1459	Architectural - Northern Pacific RR Bridge	Barth 2016; Meidinger 2011; Benson 1980	E	
32MOx626	Site Lead - Water Diversion Ditch	Yates 2017	NE		
32-139/80	32BL27	Architectural - Cathedral of the Holy Spirit	Ford-Dunker 1999	L	108, 4554, 10861, 15495
	32BL75-32BL80	Architectural - (7 Sites) - Residential			
	32BL103	Architectural - Ralph S. Thompson House	Fukuda 1978	UN	
	32BL316	Architectural - Church of the Cross	Ford-Dunker 1999	UN	
	32BL317	Architectural - United Church of Christ	Ford-Dunker 1999	UN	
	32BL410 - 32BL412	Architectural - (3 Sites) - Residential			
	32BL428 - 32BL433	Architectural - (6 Sites) - Residential			

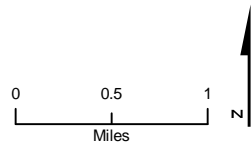
**Update: The Bismarck Indian School/Frairie Barracks is considered a Traditional Cultural Property by the MHA Nation and the Standing Rock Sioux Tribe (recorded as CHFBL2). The individual buildings are recorded as 32BL599 (not extant) with the following contributing buildings 32BL602-603, 605, 608, 609, 611-613, 615-616, 619.*

Table 1: Results of the Site, Site Lead, and Isolated Find Files Search					
Sec-Twp/Rng	SITS#	Type	Recorder Date	NRHP Status	MS #
32-139/80	32BL454 - 32BL461	Architectural - (8 Sites) - Residential			108, 4554, 10861, 15495
	32BL510 - 32BL518	Architectural - (9 Sites) - Residential			
	32BL520	Architectural - Cathedral Convent	Mertz 2000	L	
	32BL522- 32BL523	Architectural - (2 Sites) - Residential			
	32BL530	Architectural - Residence	Mertz 2000	L	
	32BL615	*Architectural - Frairie Barracks/ND National Guard	McCormick/ Renewable Technologies, Inc. 2006	UN	
	32BL617	Architectural - Frairie Barracks/ND National Guard	McCormick/ Renewable Technologies, Inc. 2006	NE	
	32BL619	*Architectural - Frairie Barracks/ND National Guard	McCormick/ Renewable Technologies, Inc. 2006	UN	
	32BLx159	Site Lead - Bone, Glass, Metal	Ritterbush 1982	UN	
32BLx170	Site Lead - Mound/Isolated Find	LCT 1990	UN		
25-139/81	32MO1060	Archaeological - CMS, Charcoal, Faunal Remains, Fire Cracked Rock, Chipped Stone	Stine/Kulevsky 2002	UN	87, 6779, 6886, 7753, 8351, 8812, 8897
36-139/81	32MO1336	Architectural - International Cornerstone Church & Academy	Mertz 2002	UN	2054, 2999, 3992, 8351
	32MOx158	Isolated Find - Chipped Stone, TRSS Biface Fragment	Gnabasik 1988	NE	

SITS=Smithsonian Institute Trinomial System, CMS=Cultural Material Scatter, NRHP=National Register of Historic Places, E=Eligible, UN=Unevaluated, NE=Not Eligible, L=Listed, MS=Manuscript



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**Attachment C
Consultation Log**

Meeting Type	Date	Relevant Compliance
USCG Bridge Application Public Meeting (In compliance with Section 106 and NEPA)	December 14, 2017	NEPA/Section 106
SHPO Consultation Meeting (Conference Call)	January 10, 2018	Section 106
Consulting Parties Meeting #1	January 31, 2018	Section 106
Consulting Parties Meeting #2	May 14, 2018	Section 106
Consulting Parties Meeting #3	June 20, 2018	Section 106
Consulting Parties Meeting #4	July 11, 2018	Section 106
Consulting Parties Meeting #5	August 1, 2018	Section 106
Consulting Parties Meeting #6	August 22, 2018	Section 106
Consulting Parties Meeting #7	September 11, 2018	Section 106
Consulting Parties Meeting #8	October 10, 2018	Section 106
Consulting Parties Meeting #9	October 30, 2018	Section 106
Consulting Parties Meeting #10	November 14, 2018	Section 106
Consulting Parties Meeting with FEMA	July 12, 2019	Section 106
Consulting Parties Meeting #11	August 21, 2019 (originally scheduled December 4, 2018)	Section 106
Webinar for Consulting Parties	November 13, 2019	Section 106
Notice of Intent and Request for Public Comments (Notice # D8 DWB-891)	January 8, 2020	NEPA
USCG meeting with Consulting Parties	April 22, 2020	Section 106
Consulting Parties Meeting #12	September 18, 2020	Section 106
Consulting Parties Meeting #13	January 7, 2021	Section 106
Consulting Parties Meeting #14	March 3, 2021	Section 106
Consulting Parties Meeting #15	March 24, 2021	Section 106
Consulting Parties Meeting #16	May 14, 2021	Section 106
Consulting Parties Meeting #17	June 10, 2021	Section 106
Consulting Parties Meeting #18	September 22, 2021	Section 106
Consulting Parties Meeting #19	September 27, 2021	Section 106
Consulting Parties Meeting #20	March 9, 2022	Section 106
Consulting Parties Meeting #21	March 21, 2022	Section 106

Attachment D
Inadvertent Discoveries Plan

Attachment D. Inadvertent Discoveries Plan

- A. If previously unidentified cultural resources or unanticipated effects to historic properties are discovered during Project activities, the Project Manager shall immediately halt all project activities within a one-hundred-foot-radius of the discovery and notify BNSF. BNSF shall notify the United States Coast Guard (USCG), the North Dakota State Historic Preservation Officer (ND SHPO), and the City of Bismarck Historic Preservation Commission within 24 hours of the discovery and shall immediately implement interim measures to protect the previously unidentified cultural resource from looting and vandalism.
- B. Immediately upon receipt of notification, the USCG or their designee, in consultation with the ND SHPO, shall inspect the construction site to determine the extent of the discovery or the effect, ensure that construction activities have halted, clearly mark the area of discovery, and implement additional measures, as appropriate, to protect the previously unidentified cultural resource from looting and vandalism.
 - a. Unanticipated Effects
 - i. The USCG or their designee shall assess the unanticipated effect and the USCG shall determine if the effect is adverse. The USCG shall provide their assessment and effects finding to the ND SHPO for concurrence. The ND SHPO shall respond within 15 days of receipt of the finding. If the finding is No Adverse Effect, work may proceed with no further delay.
 - ii. If the USCG finds the unanticipated effect is adverse, they shall consult with the ND SHPO to design a plan for avoiding, minimizing or mitigating the adverse effect, prior to project activities resuming in the area of the unanticipated effect.
 - b. Previously Unidentified Cultural Resources
 - i. The USCG shall ensure that a qualified professional archaeologist examines the previously unidentified cultural resource to determine if it is an archaeological site, isolated find, or not a cultural resource.
 - ii. If it is determined not to be an archaeological site, or is determined to be an isolated find, work may proceed with no further delay.
 - iii. If it is determined to be an archaeological deposit, it will be assumed eligible for inclusion in the National Register of Historic Places (NRHP) under Criterion D until a formal Determination of Eligibility is made.
 - iv. The USCG shall ensure the proper documentation and assessment of any newly discovered cultural resource, in consultation with ND SHPO. All prehistoric and historic cultural material discovered during project construction will be recorded by a professional archaeologist using standard techniques. In consultation with the ND SHPO, the USCG shall determine the appropriate level of documentation and treatment of the resource.
 - v. Project construction outside the discovery location may continue while documentation and assessment of the cultural resource proceeds.

Attachment D. Inadvertent Discoveries Plan

- vi. The USCG will make a Determination of Eligibility based on the documentation. If the USCG determines the resource is not eligible for the NRHP, they shall provide the documentation to the ND SHPO for concurrence. The ND SHPO will have 15 days to respond.
 - vii. If the USCG determines the resource to be a historic property, then, in consultation with the ND SHPO, they will design a plan for avoiding, minimizing or mitigating any adverse effects to the historic property prior to project activities resuming in the area of the discovery.
- C. Construction may continue at the discovery location only after the process outlined in this plan is followed and the USCG determines that compliance with state and federal laws is complete.
- D. Treatment of Human Remains
 - a. If an inadvertent discovery contains human remains on private property, work in that portion of the project shall stop immediately. BNSF shall be cover the remains and/or protect them in place in such a way that minimizes further exposure of and damage to the remains. BNSF shall immediately notify the USCG, law enforcement, and the ND SHPO.
 - b. Once notified, the USCG shall immediately consult with the ND SHPO and the Intertribal Reinternment Committee in compliance with *North Dakota Century Code 23-06-27* and the North Dakota Administrative Code 40-02-03.
 - c. Suspected human remains shall not be further disturbed or removed until disposition has been determined by the USCG and ND SHPO.
 - d. At all times the human remains must be treated with the utmost dignity and respect, and in a manner consistent with the Advisory Council on Historic Preservation's Policy Statement Regarding Treatment of Burial Sites, Human Remains, and Funerary Objects (February 23, 2007).
 - e. If the remains are found to be Native American, in accordance with applicable law, a treatment plan shall be developed by the USCG and ND SHPO in consultation with appropriate federally recognized Indian tribes. The USCG shall ensure that any treatment and reburial plan is fully implemented.
 - f. If the remains are not Native American, the USCG shall consult with the appropriate local authority to determine final disposition of the remains. Avoidance and preservation in place is the preferred option for treating human remains.
- E. BNSF shall ensure that the requirements and protocols established in this Plan are incorporated into all appropriate construction contracts.

SIGNATORY PAGE

MEMORANDUM OF AGREEMENT

AMONG THE UNITED STATES COAST GUARD,
THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE PROPOSED BRIDGE PROJECT AT MILE 1315.0 ON THE MISSOURI RIVER
NEAR BISMARCK AND MANDAN, BURLEIGH COUNTY, NORTH DAKOTA

Signatory:

United States Coast Guard



Richard V. Timme, Rear Admiral, U.S. Coast Guard
Commander, Eighth Coast Guard District

Date AUG 24 2022

SIGNATORY PAGE

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REGARDING THE PROPOSED BRIDGE PROJECT AT MILE 1315.0 ON THE MISSOURI RIVER
NEAR BISMARCK AND MANDAN, BURLEIGH COUNTY, NORTH DAKOTA

Signatory:

North Dakota State Historic Preservation Officer



William Peterson, State Historic Preservation Officer

Date

8-9-2022

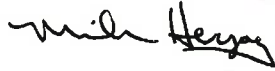
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NEAR BISMARCK AND MANDAN, BURLEIGH COUNTY, NORTH DAKOTA

Invited Signatory:

BNSF Railway Company



Digitally signed
by Mike Herzog

Date:

2022.08.10

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Date

Mike Herzog, P.E., Director of Bridge Construction, BNSF Railway
Company

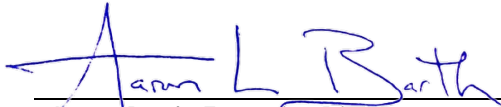
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REGARDING THE PROPOSED BRIDGE PROJECT AT MILE 1315.0 ON THE MISSOURI RIVER
NEAR BISMARCK AND MANDAN, BURLEIGH COUNTY, NORTH DAKOTA

Invited Signatory:

Northern Plains Heritage Foundation



Aaron Barth, Executive Director

Date 08/10/2022

SIGNATORY PAGE

MEMORANDUM OF AGREEMENT

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REGARDING THE PROPOSED BRIDGE PROJECT AT MILE 1315.0 ON THE MISSOURI RIVER
NEAR BISMARCK AND MANDAN, BURLEIGH COUNTY, NORTH DAKOTA

Signatory:

Advisory Council on Historic Preservation



Reid Nelson, Executive Director, Acting

Date 9/27/2022

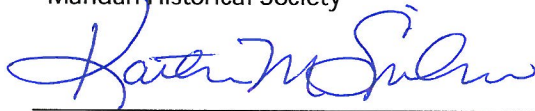
CONCURRING PARTY PAGE

MEMORANDUM OF AGREEMENT

AMONG THE UNITED STATES COAST GUARD,
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REGARDING THE PROPOSED BRIDGE PROJECT AT MILE 1315.0 ON THE MISSOURI RIVER NEAR
BISMARCK AND MANDAN, BURLEIGH COUNTY, NORTH DAKOTA

Concurring Party:

Mandan Historical Society



Kathye Spilman, Secretary

Date

8/9/2022*

CONCURRING PARTY PAGE

MEMORANDUM OF AGREEMENT

**AMONG THE UNITED STATES COAST GUARD,
THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER,
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE PROPOSED BRIDGE PROJECT AT MILE 1315.0 ON THE MISSOURI RIVER NEAR
BISMARCK AND MANDAN, BURLEIGH COUNTY, NORTH DAKOTA**

Concurring Party:

North Dakota State Railroad Museum



William G. Engelter, President

Date

8-4-22