

**From:**

**To:**

**Subject:**

Section 106 Consulting Parties Meeting #6 for the Proposed Bridge Replacement at Mile 1315.0 on the Missouri River near Bismarck/Mandan, North Dakota (ND SHPO Reference 16-0636)

**Start:**

Wednesday, August 22, 2018 7:00:00 PM

**End:**

Wednesday, August 22, 2018 9:00:00 PM

**Location:**

Tele-conference - See agenda for dial-in information

**Attachments:**

[Draft\\_Agenda\\_08102018.docx](#)  
[Application.docx](#)  
[Budget.xlsx](#)  
[Burleigh County minutes.pdf](#)  
[Other Bridges Converted to Pedestrian Use.pdf](#)  
[Railroad Bridge Inspection Report - Public Version \(0038- 0196.600\).pdf](#)  
[Draft CP meeting 5 transcript.pdf](#)  
[10th Street Bridge case study.pdf](#)  
[Aerial photo of Tenth St Bridge Gt Falls MT.docx](#)  
[Great Falls Bridge Agreements March 1998.pdf](#)

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Good afternoon,

In compliance with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. 306108), as amended (NHPA), the United States Coast Guard (USCG) invites you to participate in continuing consultation on the above-referenced project. The USCG has designated BNSF's consultant, CH2M/Jacobs, to contact parties on their behalf for the purposes of Section 106. In that role, we are contacting you regarding the proposed undertaking and upcoming Consulting Parties meeting.

As an identified Consulting Party, the USCG invites you to attend a Section 106 consulting parties meeting via teleconference on Wednesday, August 22, 2018 from 6:00 – 8:00 pm Central Time. If you plan to join the teleconference and would like to submit additional agenda items, please accept this invitation and respond by contacting:

Ms. Aimee Ross Angel, Architectural Historian, CH2M/Jacobs, via telephone: [REDACTED] or email: [REDACTED]

The following meeting materials are attached to this meeting request:

- \* Draft Agenda
- \* Draft Consulting Parties Meeting #5 Transcript
- \* Railroad Bridge Inspection Report – Public Version
- \* Burleigh County minutes
- \* Application – Friends of the Rail Bridge
- \* Budget – North Dakota Community Foundation, Friends of the Rail Bridge
- \* Aerial photo of Tenth Street Bridge GT Falls MT
- \* Great Falls Bridge Agreements March 1998
- \* 10th Street Bridge case study
- \* Other Bridges Converted to Pedestrian Use

We look forward to your response and to continuing consultation with you on this project. Should you have any questions, please contact Ms. Aimee Angel, CH2M/Jacobs or Mr. Rob McCaskey, USCG, via email at [REDACTED], or by phone at [REDACTED]

Sincerely,

Aimee Angel

**From:**  
**To:**

[REDACTED]

**Subject:** Bismarck BNSF Rail Bridge - CP Meeting #6, August 22, 2018, 6-8 pm (CST)  
**Date:** Monday, August 20, 2018 11:10:00 AM

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Good morning,

You should have received a meeting invitation last week for Meeting #6 regarding the Bismarck BNSF Rail Bridge. The text of the invitation follows (in red) and includes a list of meeting materials that were included as attachments. In addition, a follow up email was sent with the subject line "BNSF Rail Bridge, Bismarck - 0038-196.6 Hydraulic Modeling Information". This email included four additional attachments: **HEC-RAS model, 6680-007 Missouri River XSecs 11-23-15 – Final.csv and 6680-007 Missouri River XSECS Point List.pdf, 0038-196.600 – Alternate 3, and 0038-196.600 – Alternate 3**

If you did not receive this invitation or are missing any of the attachments, please let me know.

Thank you,

Aimee

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- Other Bridges Converted to Pedestrian Use

We look forward to your response and to continuing consultation with you on this project. Should you have any questions, please contact Ms. Aimee Angel, CH2M/Jacobs or Mr. Rob McCaskey, USCG, via email at [Rob.E.McCaskey@uscg.mil](mailto:Rob.E.McCaskey@uscg.mil), or by phone at (314) 269-2381.

Aimee Ross Angel, MHP | Jacobs | Cultural Resources Specialist | Aerospace, Technology,  
Environmental, & Nuclear | + [REDACTED] + [REDACTED] |  
[REDACTED] | [www.jacobs.com](http://www.jacobs.com)

Proposed Bridge Replacement at Mile 1315.0 on the Missouri River near Bismarck/Mandan, North Dakota (ND SHPO Reference 16-0636)

Section 106 Consulting Parties Meeting Agenda #6

Wednesday, August 22, 2018 at 6:00 pm CST

866-203-7023; PIN 5093-167-060 (meeting will be recorded via conference line)

1. Roll-Call/Introductions
2. Minutes from Meeting #5
3. Old Business
  - a. Responses for additional information
    - i. Discussion of two additional bridges converted to pedestrian use – FORB asks: How have other historic bridges adjacent to “in use” rail lines worked out public access and other issues? Visuals requested.
      1. Stone Arch Bridge, Minneapolis (pedestrian only)  
[https://www.minneapolisparcs.org/parks\\_destinations/historical\\_sites/stone\\_arch\\_bridge/](https://www.minneapolisparcs.org/parks_destinations/historical_sites/stone_arch_bridge/)
      2. Fairview Lift Bridge, North Dakota/Montana border (pedestrian only)  
<https://www.visitmt.com/listings/general/landmark/fairview-bridge.html>
    - ii. Follow up on the Tenth Street Bridge, Great Falls, Montana (Betsy Merritt)
    - iii. Follow up on Walnut Street Pedestrian Bridge – ACHP success story
    - iv. Follow up on Appalachian Trail/CSX Potomac River Bridge (Chris Wilson)
    - v. Follow up on contact for Missouri River Natural Area
  - b. FEMA requirement of no additional structure impact
    - i. FORB requested info on FEMA model used by BNSF
  - c. Other Alternatives
    - i. FORB asks: Start the discussion of a design in which the existing bridge is preserved and the new rail bridge is built. (Delayed from CP meeting #5)
  - d. Input from municipalities
    - i. Question: What information do local government representatives need to make informed comments regarding the future of the BNSF bridge over the Missouri River?
4. New Business
  - a. Funding Opportunities
    - i. Friends of the Rail Bridge – Community Innovation Grant
    - ii. Other grants

- b. NDSU Landscape Architecture Program
- c. Rail Road Bridge Inspection Report for the BNSF Rail Bridge (at Bismarck over the Missouri River), Public Version
- d. Burleigh County Commission meeting minutes (May 7, 2018)
- e. Insurance (Railroad v. public liability)

**Next Scheduled Meetings:**

- September 12
- October 3
- October 24
- November 14
- December 5

# Other Bridges Converted to Pedestrian Use

## Stone Arch Bridge, Minneapolis



Photo Credit: SamRushing at English Wikipedia,  
[https://commons.wikimedia.org/wiki/File:Stone\\_arch\\_bridge\\_pano.jpg](https://commons.wikimedia.org/wiki/File:Stone_arch_bridge_pano.jpg)

# Other Bridges Converted to Pedestrian Use



- The Stone Arch bridge was constructed in 1883 at a cost of \$650,000 by railroad tycoon James J. Hill for the Great Northern Railway. It is the only arched bridge made of stone on the entire length of the Mississippi River.
- Listed in the NRHP in 1971 (Saint Anthony Falls Historic District, District #71000438).
- The bridge ceased to be used as a railroad bridge in 1978.
- 1989 - the bridge was bought by the Hennepin County Regional Railroad Authority.
- 1992 - ownership was transferred to the Minnesota Department of Transportation.
- 1994 - converted into a biking/walking path by the Minneapolis Park Board.
- The bike and walking trails across the bridge are integrated into the city's park and trail system, and form part of the St Anthony Falls Heritage Trail, which includes interpretive plaques describing the history of the area.
- The bridge is currently in need of substantial repairs and is in danger of being shut down if the Minnesota State Legislature does not allocate money in the budget. The Governor has requested \$13 million.

# Other Bridges Converted to Pedestrian Use



**Fairview Lift Bridge, Cartwright, ND**

Photo Credit: The Goat, Bridgehunter.com, BH  
Photo #247832

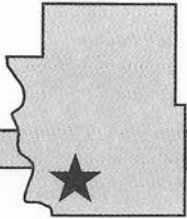


# Other Bridges Converted to Pedestrian Use



- The Fairview Lift Bridge, constructed by Gerrick & Gerrick in 1912, stretches 1,320 feet across the Yellowstone River. In its earlier days, the Fairview Lift Bridge not only accommodated rail traffic, but also vehicular traffic.
- 1956 - Automobile traffic ceased when the Hjalmer Nelson Memorial Highway bridge was completed.
- Late 1950s - Passenger rail service on the line ended
- 1986 - The last freight rail service to cross the bridge was on June 5.
- 1992 - The ICC authorized abandonment of the track.
- 1994 - Trackage was removed.
- 1996 - the bridge was listed in the NRHP under Criteria A and C for its association with the development and expansion of the Great Northern Railway in North Dakota and as a well-preserved example of early twentieth-century railroad bridge engineering, and of period moveable bridge design. It is also the only vertical lift bridge in North Dakota.
- 2001- BNSF donated the bridge to a Non-Profit subcommittee of the Fairview Chamber of Commerce, along with \$150K endowment. The bridge now operates as part of a pedestrian and bike trail.

# County of Burleigh



221 NORTH 5TH STREET • P.O. BOX 5518 • BISMARCK, NORTH DAKOTA 58506-5518

The following is an excerpt of the official meeting minutes of the Burleigh County Commission held on May 7, 2018

Mark Zimmerman, FORB - Friends of the Rail Bridge, appeared regarding consideration of resolution of support for Friends of the Rail Bridge – Historic Bridge, a nonprofit group formed in an effort to save the historic railroad bridge across the Missouri River.

Motion by Comm. Woodcox, 2<sup>nd</sup> by Comm. Jones, to formally support the Friends of the Rail Bridge– Historic Bridge, a nonprofit group formed in an effort to save the historic railroad bridge across the Missouri River. “AYE” votes: Jones, Woodcox, Bitner, Schonert. Absent: Peluso. Motion carried.

Witness my hand and seal this 2<sup>nd</sup> day of August, 2018



A handwritten signature in blue ink, which appears to read "Kevin J. Glatt", is written over a horizontal line.

Kevin J Glatt  
Burleigh County Auditor/Treasurer

## Railroad Bridge Inspection Report - Public Version

06/05/18

Railway Company - BNSF Railway Company

### Railroad Bridge Details

<b>Bridge ID:</b>	BRIG_A_RR_1517L_108H	(0038-0196.600-A)
<b>Date of Last Bridge Inspection:</b>	05-30-2018	
<b>Length of Bridge (Feet):</b>	1517'	

### Bridge Location

<b>Latitude Coordinate:</b>	46.82
<b>Longitude Coordinate:</b>	-100.82
<b>City or Town Location:</b>	BISMARCK
<b>Feature Crossed by Bridge:</b>	MISSOURI RIVER
<b>Type of Bridge:</b>	CONC PRE T SUPR-HGHT>3'-END VD; STEEL BEAM SPAN-ROLLED SECTION; STEEL DECK TRUSS -RIVETED; STEEL THRU TRUSS-PIN CONNECTED
<b>Type of Structure:</b>	MASSIVE CONCRETE; MASSIVE MASONRY; STEEL-MULTI ROW EXPOSED PILE

<b>Condition of Bridge:</b>	In Service - Bridge is confirmed to have capacity to safely carry traffic being operated over the bridge
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### Railroad Bridge Contact Information

<b>Bridge Contact:</b>	Ron Berry, General Director Structures
<b>Email Address:</b>	ronald.berry@bnsf.com
<b>Phone Number:</b>	913-551-4164
<b>Street Address:</b>	BNSF Railway
<b>Street Address Line 2:</b>	4515 Kansas Ave
<b>City:</b>	Kansas City
<b>State/Province:</b>	KS
<b>Postal/Zip Code:</b>	66106

**CH2M Hill Companies, Ltd.**

**Moderator: Lori Price  
August 22, 2018  
6:50 p.m. EST**

Operator: This is Conference # 388955234.

Rob McCaskey: OK. Everyone on the line, this is Rob McCaskey. I'll be leading the call. We're going to wait three or four minutes to give everyone a chance to get on and then we'll do a roll call.

Lori Price: Hey, Rob. This is Lori. I have the recording started.

Rob McCaskey: Thank you.

Bob Shannon: Bob Shannon from Friends of the Rail Bridge.

Kitty Henderson: Hi. This is Kitty Henderson with The Historic Bridge Foundation.

Randy Bina: Hi. This is Randy Bina with, and Kevin Klipfel with Bismarck Parks and Recreation.

Nick Bradbury: I'm Nick Bradbury with Friends of the Rail Bridge.

Fred Rios: This is Fred Rios, Captain's Landing Township.

Joey Roberson-Kitzman: This is Joey Roberson-Kitzman with Bismarck Mandan Metropolitan Planning Organization.

Dave Mayer: Dave Mayer with Bismarck Parks and Recreation District.

Rob McCaskey: Again, everyone, this is Rob McCaskey with the Coast Guard. We're going to wait another couple of minutes to make sure everyone gets the opportunity before we start the meeting. Stand by, please.

OK, I've got 6:05. Let's go ahead and get started. Again, this is Rob McCaskey with the United States Coast Guard and you are logged in to the Section 106 update meeting. Before we get started, I want to go ahead and do a roll call. So I know some people called in earlier. Let's do it again please so everyone knows who's here, if everyone could just speak up, thank you.

Fred Rios: This is Fred Rios from Captain's Landing Township.

Kitty Henderson: This is Kitty Henderson with The Historic Bridge Foundation.

Ronald Knight: This is Ronald Knight checking in. I'm with Captain's Landing Township also. Thank you.

Rob McCaskey: Thank you, Mr. Knight.

Kristina Quaempts: This is Kristina Quaempts, Northern Cheyenne Tribe.

Joey Roberson-Kitzman: This is Joey Roberson-Kitzman, Bismarck Mandan MPO.

Dave Mayer: Dave Mayer, Bismarck Parks and Recreation District.

Randy Bina: Randy Bina with Kevin Klipfel, Bismarck Parks and Recreation.

Walt Bailey: Walt Bailey Bismarck Historical Society.

Amy Sakariassen: Amy Sakariassen, National Trust for Historic Preservation.

Eric Sakariassen: Eric Sakariassen, Fort Abraham Lincoln Foundation.

Aaron Barth: This is Aaron Barth, Fort Lincoln Foundation.

Rob McCaskey: The last two people that just spoke, please redo that.

Aaron Barth: Go ahead, Bob.

Bob Shannon: Bob Shannon with Friends of the Rail Bridge.

Aaron Barth: And this is Aaron Barth with the Fort Abraham Lincoln Foundation and Lewis & Clark Riverboat.

Mike Schaefer: Mike Schaefer with BNSF.

Kris Swanson: Kris Swanson, BNSF.

Amy McBeth: Amy McBeth, BNSF.

Mark Zimmerman: Mark Zimmerman, Friends of the Rail Bridge.

Hans Erickson: Hans Erickson, TKDA.

Chris Wilson: Chris Wilson, Advisory Council on Historic Preservation.

Lori Price: Lori Price with Jacobs.

Susan Quinnell: Susan Quinnell with North Dakota SHPO.

Susan Dingle: And Susan Dingle with Preservation North Dakota.

Rob McCaskey: Is there anyone left that hasn't checked in?

Amy McBeth: Rob, I don't know if you got me. Amy McBeth from BNSF. I think I spoke when someone else did.

Rob McCaskey: OK. Thanks, Amy.

Fred Rios: Rob, can you check and see if Danette Welsh is on?

Danette Welsh: I'm on, Fred. Danette Welsh with Captain's Landing Township.

Fred Rios: OK. Danette. Thank you, Danette.

Rob McCaskey: Anyone else? OK. One of the benefits of me being here after hours is we have construction going on in the building. If it becomes too loud, let me know and I'll take you off speaker and put you on my headset.

I'll ask everybody if you're not speaking, put your phone on mute and we will go through the items on the agenda. So, number two ...

Kris Swanson: Rob? This is Kris Swanson. I don't know if anyone else is hearing this, but I hear a little bit of disturbance whenever you talk. So, it may be beneficial to put on your headset.

Rob McCaskey: OK. Can you hear me now?

Kris Swanson: That's loud and clear. Thank you, sir.

Lori Price: That's much better.

Rob McCaskey: OK. I'll just headset it. No problem.

Lori Price: Hey, Rob, this is Lori. Just a reminder, before people speak to please state your name so that we can capture that for the recording, for the transcription. Thanks.

Rob McCaskey: Absolutely. They're doing a seismic hardening here in the building. So, they're preparing us for the next big earthquake, and that's what all the construction is.

So, the second item on the agenda after roll call and introductions is our minutes for meeting number five. Those came out – I think that was a smoother process than from meeting number four. Anybody have any comments or any problems with the meeting minutes from number five?

OK. Hearing none, we'll continue on with item number three. And begin with old business. Item number A says, "Responses for additional information." And the first item under that is discussion of two additional bridges converted to pedestrian use.

How have other historic bridges adjacent to in use rail lines worked out public access and other issues? And there's a discussion of the Stone Arch Bridge in Minneapolis and the Fairview Lift Bridge in North Dakota on the Montana border; both of these are pedestrian-only bridges.

Lori Price: So you should've received a PowerPoint that has two slides for each of these bridges. So, Aimee will go – Aimee Angel will go over the bridges briefly. Aimee? Aimee, are you there?

Aimee Angel: Sorry, I'm still muted. Can you hear me now?

Rob McCaskey: Yes.

Lori Price: It's not really clear but I can hear you.

Aimee Angel: Is this any better?

Rob McCaskey: That's much better.

Lori Price: Oh, yes. You're back. OK. Good.

Aimee Angel: I'm back. I'm here. The first bridge that we're presenting is the Stone Arch Bridge in Minneapolis. This bridge was constructed in 1883 at a cost of about \$650,000 by James H. Hill. It was constructed by the Great Northern Railway. It is the only arched bridge made of stone on the entire length of the Mississippi River.

In 1971, it was listed in the National Register of Historic Places. And nine years later or seven years later, it ceased to be used as a railroad bridge. In 1989 the bridge was bought by the County Regional Railroad Authority. And a few years later, the ownership was transferred to the Minnesota Department of Transportation.

In 1994, it was converted into a biking and walking path bridge by the Minneapolis Park Board. So now there are biking and walking trails across the bridge and those trails are integrated into the city's parks and trail system and they're part of the St. Anthony Falls Heritage Trail, which also has interpretive plaques describing the history of the area.

The bridge is in need of a lot of repairs right now and it's in danger of being shut down if the legislature doesn't allocate money in the budget. And right now, the governor has requested \$13 million for the repairs on it. And so, the future of the bridge is a little bit in flux right now.



Rob McCaskey: OK. Thank you. Is there any comments or questions on the Stone Arch Bridge in Minneapolis please?

Kris Swanson: This is Kris Swanson BNSF Railway. I just wanted to point out that based on some news reviews, I think it's in recent history; meaning, like the last couple of days that it seems like there was some funding allocated by the government there in Minnesota. It seems like they only allocated \$1 million of the \$13 million required.

Based on my personal research, I was able to find a document titled Minnesota Historic Property Record for this location. And it also details out a lot of different work items that were included in the rehabilitation of the bridge into a pedestrian bridge. It does not name a price. But based on the items of work that were outlined, it seems relatively expensive.

So why is that pertinent here is I want to point out that this bridge was built the same year the Bismarck Bridge was. This bridge was also an abandonment in 1987 by a BNSF predecessor railroad. In 1965, there was a settlement issue in one of the piers due to a flood, which is one of the exact same concerns we have here at our bridge.

The rehabilitation in 1993 is listed as extensive including removing all the ballast out of the spandrel walls and then lining it for waterproofing and then refilling the ballast as well as replacing several of the limestone veneers. So, I guess, it's pretty reasonable to assume that there was extensive structural work that was expensive and then we're sitting here a little bit more than 20 years. And now they're looking for 13 additional million dollars.

And so, what I'm wanting to point out, for a bridge that is very similar to ours, not necessarily structurally but conditionally as far as age, relative region, northern region, and proposal of what we intend to do is that this is a great example of the scope of work that would have to go into it and the continual responsibility of whoever takes over the bridge. And in this case, it's in tens of millions of dollars. That's all I have.

Rob McCaskey: OK. Thank you for your comments. Is there anyone else that would like to speak?

Chris Wilson: Yes. This is Chris Wilson. I think what's happening there is, Kris from BNSF might start a consultancy and become a bridge rehabilitation expert. I appreciate his expertise and the analysis of the bridge.

Rob McCaskey: There was someone else that wanted to speak?

Aaron Barth: Well, this is just Aaron Barth with the Fort Abraham Lincoln Foundation. Just a historical aside that the Great Northern Railroad and James J. Hill was, I believe, the only railroad that was not federally backed in a monopolistic way in the 19th century for construction. Just James J. Hill did it with his bootstraps literally where – Jay Cook in the Northern Pacific had the might of the U.S. military and federal backing on their side. Just one of those historical tidbits since we're in a Section 106 meeting. That's all.

Rob McCaskey: I appreciate that. Thank you. Anyone else would like to comment on this particular bridge?

Danette Welsh: I have a question.

Rob McCaskey: May I know who's speaking please?

Danette Welsh: This is Danette Welsh with Captain's Landing.

Rob McCaskey: OK. Yes, ma'am. Go ahead.

Danette Welsh: My question – and I apologize because I'm driving so I don't have access to the documents that are being reviewed. But could someone just tell me what proximity that bridge has to current rail infrastructure? Is there a nearby bridge or other rail infrastructure that's currently in use near that bridge?

Kris Swanson: This is Kris Swanson of BNSF Railway. I don't know the exact limit. But I can tell you that there's not a parallel rail bridge in that location.

Danette Welsh: Thanks.

Kris Swanson: There are other – this is Kris Swanson again. There are other rail bridges including some of ours in the vicinity that cross the Mississippi. But you're talking thousands of feet, if not more.

Amy Sakariassen: And this is Amy Sakariassen with National Trust for Historic Preservation. My comment, I guess, would be that in this particular example, Kris, the bridge was in a state of having been abandoned for some time before anything was done to it. So I think that takes it out of a parallel construction.

Rob McCaskey: OK. Anyone else? Hearing no other comments, let's move on to the Fairview Lift Bridge in North Dakota Montana border, please.

Aimee Angel: This is Aimee Angel. The next bridge was the Fairview Lift Bridge in Cartwright, North Dakota. It was constructed in 1912 and it is 1,320 feet across the Yellowstone River. In the very, very earliest days, it not only accommodated rail traffic but also cars.

But in 1956, automobile traffic ceased when a nearby highway bridge was completed. By the late 1950s, passenger rail service on the line ended and nothing really happened with the bridge until 1986 when the last freight rail service to cross the bridge occurred in June. In 1992, the ICC authorized abandonment of the track and the trackage was removed two years later.

In 1996, the bridge was listed in the National Register of Historic Places. And in 2001, BNSF donated the bridge to a non-profit subcommittee of the Fairview Chamber of Commerce along with an endowment and the bridge now operates as part of a pedestrian and bike trail.

Rob McCaskey: Thank you, Aimee. Any comments on that particular bridge?

Danette Welsh: Danette Welsh from Captain's Landing. And again, I just – the same question. Do we know if there is existing rail facilities that are in operation near that bridge?

Kris Swanson: No, there are not. This is Kris Swanson from BNSF Railway.

Danette Welsh: Great.

Rob McCaskey: Anyone else?

Chris Wilson: Yes. This is Chris Wilson with ACHP. Another question, and this is for BNSF. Does anybody that was – that's on the staff now have any knowledge of that transfer, the donation or endowment? Was it a 106 case? Does anyone here on the call – were they active in that project?

Kris Swanson: This is Kris Swanson of BNSF Railway. In addition to my pursuits as a bridge rehabilitation specialist, I have also reviewed the legal file of this bridge.

Lori Price: This is Lori Price. We do have an MOA for this bridge.

Kris Swanson: Yes, it was part of 106.

Chris Wilson: Anyway, that could be shared just for the next meeting. I mean I could look it up in our archive here. But if you've got it, it'd be nice to look at that at the next meeting.

Kris Swanson: Is there a specific information that we're looking for as far as this?

Chris Wilson: Well, sure. The MOA is relevant since this is a 106 case as well. So if you've got it handy, it would be nice to have it. It's not like I can't look it up to, just to request.

Kris Swanson: OK.

Rob McCaskey: Are there any questions – go ahead. I'm sorry.

Mark Zimmerman: Yes. This is (Mark Zimmerman) for Friends of the Rail Bridge: I have a question for Kris Swanson on this. You'd mentioned in consideration of the Stone Arch Bridge, the condition of that bridge and the concerns.

When BNSF donated the Fairview Bridge to that group, would there be a record of the condition of the bridge at the time you donated to express the concerns of BNSF to the Fairview group that here's the condition of the bridge that we give it to you to – in light of your concerns of – in our efforts to

say, “Well, the condition of the bridge, this is what you’re facing in long term.” Was that also discussed with the folks at Fairview? Do you know?

Kris Swanson: This is Kris Swanson for the recording. I did not come across that specific information in the legal file. I can look up again in the agreement to see what terms were in there. But I do not see any specific – anything specific to the condition.

Mark Zimmerman: This is Mark for Friends of the Bridge. I appreciate that, Kris. Because to me that seems relevant to say the concern of BNSF is the condition of the bridge upon a possible transfer, how did BNSF address that in this transfer of the Fairview Bridge, which was also abandoned for some time before turning it over to this non-profit group? I’d like – for my information, to see how that all transpired as well.

Kris Swanson: Right. And so, this is Kris again with BNSF. One thing I did find out was that this is part of a branch line essentially that went from approximately Fairview, Montana area all the way to Watford City, North Dakota. And essentially the line became non-profitable. Essentially, no traffic over it. So there was no business case in keeping it.

And so, in the early 90s, we essentially applied to the Surface Transportation Board for abandonment. And abandonment is essentially a specific situation where railroads can apply to the Surface Transportation Board in order to essentially abandon the right of way as well as any assets within that right of way or particular line segment. In this case, again, from Fairview, Montana to Watford City, North Dakota.

And so, as part of that, I can only assume – and Chris Wilson, if you can help fill in the blanks here, that’s a federal nexus or federal action. Right? And so, that triggers NEPA and thus the 106 process. Correct? And so, we actually  
...

Chris Wilson: Yes.

Kris Swanson: Thank you. We essentially applied – I forgot the exact date. Was that on the slide? I should probably pull that up. But in the early 90s, we applied for

abandonment. We didn't actually get abandonment fully implemented until after the MOA was signed in order to satisfy the 106 aspect of NEPA, which was in 2001. So it took over a decade or right about at a decade in order to fulfill that.

That's why just to provide some context, the bridge that we have now is not an abandonment. It's a capital improvement project. If it were abandonment, the two lines or the line segment that we're talking about here is the Jamestown sub, which runs essentially from Fargo all the way to Bismarck or Mandan, the yard at Mandan.

And so if this were an abandonment project, we would essentially be abandoning that entire line segment from those two areas or a large portion of it. And so, I just want to make that clear about the two different cases of like capital improvement project and abandonment and the situation around the 106 process in regards to those two situations.

Chris Wilson: So this is Chris at ACHP. I just would like to sort of answer a couple of questions. So, very interesting. It's – we're learning all – learning a lot about the rail industry. And that's a distinction. But both cases are still Section 106 because obviously the Surface Transportation Board was involved in that MOA. But in this case, it's still a Section 106 case and it's a federal action because of the Coast Guard's permit.

So it would still trigger 106 either way. Also, 106 and NEPA are separate processes. And 106 is not part of NEPA, but it has to be done prior to a final decision making document within NEPA. And that's something that's confused everywhere around the country, that there are two separate processes.

So the distinction really in my mind between 106 and NEPA is what we're doing right now. The consultation process is really unique to Section 106. NEPA, there's public disclosure. There are requests for comments. But both actions require Section 106. So for the next meeting, I'll work together with you guys at BNSF and we'll dredge up those relevant documents.

We've got everything on file. I mean you have to go to a file room. But I can find the document, the MOA for the project.

Amy McBeth: This is Amy McBeth at BNSF. I think that sounds great. And I hear what you're saying about the Section 106 process, that it is what it is whether it's an abandoned line or not. But I think just for the purposes of discussion and understanding one project compared to the current project, it does seem relevant to just remind folks that it isn't an abandoned line, right? I mean we still have a bridge that we have to build versus in that case, the Fairview Bridge, we didn't, right? We were trying to get rid of the line.

Lori Price: So this is Lori Price. To answer Mr. Zimmerman's question, according to the documents that we have, the grantee was allowed to make an inspection of the property and agreed to accept the property in its current condition as is with all faults basis with any and all patent and latent defects.

So they were allowed – I don't have – we don't have a – or I don't have the copy of that inspection of what they did but they were allowed to make an independent inspection and then they agreed to accept the property in the condition that it was in. It was all – with all defects, they agreed to take it on.

Kris Swanson: This is Kris Swanson, Lori, what – where are you referring to? Are you referring to a specific document?

Lori Price: I am. I'm currently looking at the donation quit claim deed.

Kris Swanson: Is that the one I provided you?

Lori Price: Yes.

Kris Swanson: Thank you for being on top of that.

Lori Price: No problem.

Mark Zimmerman: This is Mark for Friends of Rail Bridge. Would such a, I'll call it a courtesy, be offered Friends of the Rail Bridge to make such an inspection of the existing bridge in this concern to know of its concerns of condition? Is that something BNSF could answer?

Kris Swanson: At this time, any condition would be considered proprietary as we're going to discuss in the FRA inspection. I would suspect if there was evidence of government backing then this could be entertained.

Mark Zimmerman: Thank you.

Chris Wilson: Are we still on?

Chris Wilson: Yes, I hope that the seismic retrofit in St. Louis wasn't anticipating (inaudible) faults. Are you still there, Rob?

Rob McCaskey: OK. It helps if you – I'm really – I'm really sorry, guys. I've been talking for the last two minutes. I was asking if there was anybody else that wanted to speak on the Fairview Lift bridge. OK. Hearing none, let's move on to item II. A follow-up on the Tenth Street Bridge, Great Falls, Montana, is Betsy on the line and unmuted?

Betsy Merritt: Yes, I am.

Rob McCaskey: OK. Did you have any further information on the Tenth Street Bridge, Betsy, that you can provide us or...

Betsy Merritt: Well, I guess – maybe what I should say is does anyone have any questions? I thought it was useful partly because they're – the two bridges are very close together and I guess I just wanted to know if anyone has any specific questions about them.

The rehabilitation of the historic bridge, the pedestrian bridge, is not yet complete but it's in progress. And as you saw from the documentation, there was this unusual arrangement where the local government agreed to take ownership for purposes of being able to cover insurance and so forth as part of the local government infrastructure, but without spending any tax dollars on it.

And so that is part of why the rehabilitation is taking longer than it would otherwise, but it provided a real kind of win-win solution which enabled the preservation to go forward.



Rob McCaskey: OK. Thank you. Anyone have questions for Betsy on the Tenth Street Bridge?

Mike Schaefer: This is Mike Schaefer. I'm with BNSF. Just a comment. Great Falls, Montana is my home town so I'm very familiar with this particular bridge. I think it's going on 24 years plus or minus since the new owners took over the bridge.

And just as an example to kind of follow up on some Kris Swanson's comments about the tremendous expense of owning and maintaining a structure like this, I think they have done some stabilization and work on the substructure and the arches but as far as having a bridge open to the public to walk all the way across the river, they've just – they've had to repair a lot of the concrete handrail and I think they've maybe installed some lighting but there's just a very small portion of the bridge that is actually usable by the public, it's maybe one or two spans of the arches.

I'm thinking one but don't quote me on that, but just wanted to reiterate that, you know, they've been working on it a long time and trying to raise, et cetera, et cetera. And it's just such a huge undertaking. It doesn't look like much, but when you start getting into the details and everything that needs to be done to bring it up to safety standards, et cetera, there's just a lot of expense there. So I just wanted to point that out. Thank you.

Betsy Merritt: Well, this is Betsy Merritt again. I guess I should mention that one of the issues in connection with the Great Falls bridge is that there was a private owner on the other side of the bridge that has been very uncooperative and opposed to the reuse of the bridge, and so that is part of what has caused a lot of the delays.

Originally, the idea was to incorporate it into a trail network on both sides, but this one private owner has really, you know, tried – sort of stood in the way of completing that. The original – ironically, the original cost estimate for preservation versus new construction was only \$167,000 difference.

And part of the problem is that in this case and there's no reason why this sort of limitation would apply here, there was a restriction where they cannot use

any money from the federal transportation department because of the fact that they got an initial 400,000-dollar payment, which was the cost of some of the demolition.

And so the DOT law – excuse me – says that if you get that demolition payment, you're prohibited from any other transportation money, any other Title 23 money. And so they're only – they can only use either money like Park Service funding, Park Service grants or private donations. And so that kind of restriction wouldn't apply here because we're not talking about a DOT funding source.

Rob McCaskey: Betsy, this is Rob McCaskey. Do you know what the concern to that private owner was that was blocking the project?

Betsy Merritt: I guess I can't right now think of sort of a good way to explain it. I could find out, I could get an update. I could find out what the current status is of that, I was there a couple years ago and saw the status of it. But I did not at the time get specific information on the status and position of that private owner on the other side.

Rob McCaskey: OK. I didn't mean to put you on the spot. Just interested.

Betsy Merritt: I'll see if I can – no, I'll see if I can find out. I think it's a good question.

Rob McCaskey: Thank you.

Betsy Merritt: But anyway, there were, as has been brought up by these questions and comments, there were several sort of unique aspects of that bridge situation, such as the prohibition on using transportation enhancement funding or any transportation funding and the prohibition on – and the private owner opposing the project that made – have made things more difficult, but it progresses nonetheless.

And I think the other reason why it's interesting is because of the rivers, you know, it's a significant river and the relationship between the two bridges has not been an issue, has not been raised as the kind of issue that's being raised

here. And so, you know, the two can coexist without a problem. Anyway, I'll see if I can find out more about the private owner.

Rob McCaskey: Thank you. I appreciate it. Was there any other questions for Betsy with respect to the Tenth Street Bridge?

Eric Sakariassen: Yes. This is Eric Sakariassen with the Fort Abraham Lincoln Foundation. And I'd like to ask Betsy Merritt if she could maybe give us a little more background about how that partnership was formed in Great Falls to take over and preserve this bridge. I think – I think it's an excellent example for us to look at if we think about doing something similar here. So maybe some background information and how that was accomplished.

Betsy Merritt: Well, I don't know if this is responsive to your question, but one of the things that happened was there was a lawsuit to try to prohibit demolition of the bridge because of Section 4(f) of the Department of Transportation Act, which says you can't demolish historic bridges unless there's no prudent and feasible alternative.

And in the – in the court hearing for the lawsuit, we persuaded – I personally persuaded the court to give us a chance at mediation. And they assigned a senior judge from the Court of Appeals to work with us to try to negotiate a solution.

And we spent – gosh, it was like a year trying to negotiate the solution with the help of the senior judge who really cared a lot about wanting to find a win-win outcome and build a consensus, and there were two different local governments that were potential candidates for owning the bridge. One was the county and one was the city.

And ultimately, the city was willing to step forward and play this role, in part because the city manager at the time, John Lawton, felt, you know, this was the right thing to do and an important opportunity for the future of the city and having this resource as part of the Waterfront Trail network.

And – so the – again, I'm not sure if this is what you were getting at but it was a formal mediation process managed by a senior federal judge that really led

to this – the kind of complicated set of agreements and relationships that is outlined in the documentation package there.

Rob McCaskey: Thank you, Betsy. Anyone else?

Chris Wilson: Yes, Rob, this is Chris at the ACHP. So, Betsy, that's an excellent example, something I wasn't aware of. So I've read through all those documents and it's interesting – so if anyone goes to our website, at [achp.gov](http://achp.gov), it's new as of August 3rd, so please take a look at it. On the front page if you scroll down we have success stories.

And when we publish a success story we've vetted to the agency, the SHPO, us to see if there's a consensus whether it was a success or not. And so many of our success stories look like the project Betsy just outlined; while complicated, while cumbersome, while litigious, it ended up with an outcome that generally everyone was happy with. But my hope for this case is that through consultation we can come to a resolution in the 106 process, it doesn't go to court, no judge is...

Betsy Merritt: Yes.

Chris Wilson: ...assigned to mediate and we can get this done in this context. Saves BNSF time and money, provides an answer for the municipalities, and the non-profit, and ACHP and SHPO. So I'm hoping we can take her example as sort of a cautionary tale and do those kinds of things through this process, saves a lot of time.

Betsy Merritt: You know, can I mention one more thing about the Great Falls situation with regard to Section 106. The way that the – the outcome of the Section 106 process in that case was that there was a failure to agree. The Advisory Council and SHPO were not willing to go along with the demolition of the bridge.

So they terminated – I forget exactly who initiated the termination, but they had a termination of consultation. The Advisory Council issued formal comments to the DOT saying we don't think you should approve the funding for the demolition of this bridge. It doesn't make sense.

And so DOT said, "Thank you for your opinion. We're going to go ahead and fund it anyway." And then that's what led to the 4(f) litigation. But there was not a 106 agreement under that project.

Chris Wilson: So – yes. So interesting, I mean we could – maybe on the next agenda for next – the next meeting, discussion about termination. It's not good for anybody – in this case, in Betsy's example we did – it did – well, 106 ended after termination and then it becomes an unknown. So termination adds a lot of unpredictability in the process, which makes me uncomfortable because...

Betsy Merritt: And more time.

Chris Wilson: It takes a lot more time. The members of the Advisory Council are appointed by the President. I cannot control what they do and it adds a level of unpredictability. If we keep this within the confines of this consultation, it's more predictable and, you know, hopefully we can come to some kind of consensus.

Rob McCaskey: I think all that's excellent information. I appreciate both Betsy and Chris making all that clear. Is there anyone else that has any questions about any of that? OK. Hearing none, let's break for just a minute. I've heard several people sign in since we did the roll call. If you've joined the call but you haven't signed in yet, please state your name and who you represent.

Betsy Merritt: One of them was me, Betsy Merritt, National Trust. I joined the call about five or ten minutes late.

Rob McCaskey: Thanks, Betsy.

Betsy Merritt: So I didn't formally introduce myself.

Rob McCaskey: Thank you, ma'am. Anyone else?

Mike Herzog: Mike Herzog with the BNSF Railway.

Rob McCaskey: Thanks, Mike.

Chris Wilson: So this is Chris at the ACHP. You may not be aware but Rob has activated all your cameras on your laptops so he can see you if you've logged in or not. He's watching you.

Rob McCaskey: I can't even figure how to unmute my phone, Chris. I doubt if I have the technology to do that. Is there anyone else that we haven't noted yet? OK. And let's move on then. We just finished the Tenth Street Bridge. The item III is follow up on – excuse me, Walnut Street Pedestrian Bridge, ACHP success story.

Chris Wilson: So I think – I don't really remember but I think that was put out there and the success story was mentioned to see if anyone had any questions. I wasn't going to provide any more updates, but I think we sent it out, mentioned it. And to see if anyone else – either the Historic Bridge Foundation or Betsy or SHPO or someone wanted to comment on that project in – I believe it's Chattanooga, Tennessee.

Lori Price: Yes, this is Lori. We did send out the success story after our last call. We discussed it on the last call and then we sent out the success story so this was just, now they've had a chance to actually read it if they had any additional questions.

Rob McCaskey: Are there any questions that have arisen after reading the success story from the group? OK. Item IV is follow up on Appalachian Trail/CSX Potomac River Bridge and, Chris, we have you...

Chris Wilson: OK.

Rob McCaskey: ...comments on this one.

Chris Wilson: Yes. So I talked to the Harpers Ferry National Park Service people earlier this week and my main – I think our main question was this provided by, I think, Kitty Henderson – these bridges were provided at the last meeting. I said, well, I'll follow up because I work with the Park Service nationwide as well.

So I talked to them earlier this week and I sent Rob, if anyone's interested, a very, very dated National Register nomination, a couple of things from

Harper's Ferry about the Appalachian Trail and one really amazing photo of these bridges and how they work with pedestrian access.

So maybe at the next meeting, we could just send that out but basically, there is – one bridge predates the other. I think they're both operable. They're both run by CSX. One is, I think, late 19th or early 20th Century and the other one was the 1930s truss bridge.

The problem they had at Harpers Ferry and this was back in the '80s is that at that juncture, at that river crossing, that's actually the Appalachian Trail. And before they had pedestrian access, people were doing two things. They were crossing the river and getting in trouble with currents and – but then they were also illegally crossing the bridge without anyone's approval. And it was incredibly dangerous.

So in '85, the National Park Service and the CSX worked together and it's also part of the C&O Canal. Anyone who's been to D.C. knows that the C&O Canal comes from West Virginia all the way to Virginia, maybe even beyond. But they've figured out a way to provide pedestrian access while keeping both bridges open for railway use by CSX, so it's an – they're active bridges.

And the photo I provided Rob shows how – I think it's on the truss bridge off to the side, there's pedestrian access. I could get more information if you want, but I gave Rob, again, a 1970 National Register nomination and then a couple of links to the Park Service's website relating to the Appalachian Trail and then a third site. So anyway, this is just an example that at the last meeting, someone said, hey can we get more information and I just tried to provide a little bit of an update.

Rob McCaskey: I'm definitely going to go and send that out, Chris, and we'll get that before the next meeting. Are there any questions about – based on the information that everyone has now?

Lori Price: This is Lori. That's good information. This is one of the ones we had in our presentation and I had discovered this one, but I just couldn't find any additional information on when the pedestrian bridge was put in or what the circumstances around it were, how it was handled. There just was not much

information on it other than it was an active rail bridge and it had a pedestrian bridge added onto it. So that was why we asked for additional information.

Kris Swanson: This is Kris Swanson. Did I hear that this was – the pedestrian bridge was done in the '80s?

Chris Wilson: I believe the person I talked to at Harpers Ferry said in '85, they added the pedestrian component to the truss bridge. And the – again, the photo that Rob has is a really excellent, high quality photo of pedestrians using it.

And, again, I'm not a rail expert but he said that both bridges are still active and owned by CSX – yes, and that's all I know. So I could get – I could actually find – I know a lot of people who used to work at Harpers Ferry, I know people in the Park Service in D.C. I can probably find someone who is pretty active in that conversion if anyone needs it.

Rob McCaskey: OK. Thanks, Chris. Other questions for him with respect to that project for that bridge? OK. Hearing none, let's go on to item number five, follow up on contact for Missouri River Natural Area.

Kris Swanson: Yes. This is Kris Swanson at BNSF. I did hear some individuals from the Park Service that joined the call, correct?

Rob McCaskey: Absolutely. Yes.

Kris Swanson: OK. Does anyone want to elaborate on the process of what it would take to potentially do a land swap there and what concerns that may bring up?

Mark Zimmerman: Rob, this is Mark Zimmerman for Friends of the Rail Bridge. To answer Kris Swanson, I know the folks on the call was identified as Bismarck Parks whereas the land is, you know, managed by North Dakota State Parks. So there is a different agency that has the involvement there.

Rob McCaskey: OK.

Kris Swanson: My mistake.

Mark Zimmerman: ...if that helped.



Rob McCaskey: Yes, thank you...

Kris Swanson: My mistake.

Rob McCaskey: ...for the clarification.

Mark Zimmerman: Yes. But if I may continue, Rob, I know there's been some discussion among our group with Friends of the Rail Bridge as Kris mentioned for a land swap, and I'm going to put – I'm going to put Bob Shannon on the spot. Bob, if you wanted to bring up that – the one idea you had, if you think this is the proper place.

Bob Shannon: Yes, this is Bob Shannon with FORB. And one thought was if we are successful in repurposing the bridge, then our trail connection on the Captain's Landing side of the river would have to come down off of the bridge somewhere. We're assuming that's going to come on the south side since the new bridge and new rail would be on the north side.

So we'd also like to get a connection down towards the Memorial Bridge. Through Captain's Landing right now, there's kind of a feral trail. I don't know what the status of the right-of-way of that trail but it's a – just a dirt trail behind the west side of all of the residential development.

And that goes from the Memorial Bridge north up to the train bridge and underneath the train bridge. And perhaps if we could dedicate a greenway that would have dedicated right-of-way for that trail connection, perhaps part of that greenway could be dedicated for a natural area as a swap.

I've looked at your drawings from BNSF that show a – you would have, I think, 40-foot of right-of-way impact plus – for the slope, plus an additional 10-foot access road on the north side. So you'd be looking at 50 feet of right-of-way and I just measured that on Google Earth while we were all listening.

And that's somewhere around 1,200 feet long which amounts to one and a half acres. Not a large parcel, but I thought maybe that would be an opportunity where we could address some of – some people's concerns are like, well, we

don't want this trail making increased traffic through the existing Captain's Landing residential area. So this would allow us to have a dedicated trail to the west of the existing residential area and really make it a win-win for everyone. Any discussion?

Fred Rios: Yes, this is Fred Rios from Captain's Landing Township. We have got 58 residents, we're just a municipality over here. We got our own little government and we're not part of Bismarck or Mandan. And I am going to have – finding out how many of my residents want to have that bridge standing up, the old bridge because a lot of them don't want to utilize Captain's Landing Township.

That big field – Captain's Landing Township starts all the way from the Memorial Bridge all the way to the Railroad Bridge, that big field back there is also part of Captain's Landing Township. And another thing is, where is the money going to be, because my residents from Captain's Landing Township, we only got 58 families, we won't be able to afford any kind of money for the upkeep of the railroad bridge to make it into a walking bridge.

And liability wise, I don't know what people are thinking about it. We don't have no parking place in Captain's Landing Township at all. And I don't think we're going to have the traffic through Captain's Landing Township, I will find out by the time next meeting comes over and I will get a definite answer on that. Thank you.

Bob Shannon: Thank you. This is Bob Shannon again with FORB. We know that there's an existing trailhead parking lot and park underneath Memorial Bridge, so our idea was to capitalize on that and not create a new parking area within the Captain's Landing Township.

Danette Welsh: Hey, Bob, this is Danette Welsh from Captain's Landing. I think one of the – probably the underlying question in what Fred had to say is recognizing that all of the land within Captain's Landing is privately held.

I'm not quite sure how that works into a land swap and there also would need to be an easement for a trail to go through Captain's Landing in that privately

held land. And I'm not – I'm not sure if anybody has talked to the people who own that land to be specific about being able to access that area.

Bob Shannon: Yes, we understand. That's all part of the Captain's Landing Township and we – FORB has not had any discussions with the land owner. This is all very preliminary and we don't know if that is possible or not to do this but it's just – at this point, we're just brainstorming.

Danette Welsh: Right. And I appreciate that, again, Danette Welsh, and I just wanted to point that it is all privately held, so that there is not any misunderstanding.

Rob McCaskey: I'm sorry, go ahead.

Bob Shannon: Thank you, that's all.

Rob McCaskey: Were there any other comments or comments regarding that subject that anyone wanted to make? OK. Hearing none let's go on to Item 3B. And this is FEMA requirement of no additional structural impact. It says it's for a requested info on the FEMA model used by BNSF.

Kris Swanson: Rob, this is Kris Swanson at BNSF – we did have that distributed on August 14th. And I don't know if there are any questions associated.

Rob McCaskey: Any questions on that, if you remember there were questions back before then on how exactly that was – the conclusion was come to and they asked for documentation and we believe we've provided that.

Bob Shannon: Hi, this is Bob Shannon again from FORB. As I have looked at a little bit of the preliminary information regarding the hydraulic analysis. And there is an Alternate 2, a West Approach Channel Modification Grading that was presented at the last meeting and I was not able to attend that.

I don't know if you wanted any comments on that grading, but if you would I do have a couple on that. Other than that I think to me as an engineer I think the issue is are there any feasible alternatives that could be presented that would not raise that flood elevation.

And I appreciate that you presented the one that would show some excavation of the channel. How about one that would show a bridge construction that would reduce the amount of footprint in the river such as (inaudible) piers?

Kris Swanson: This is Kris Swanson BNSF Railway, I believe that was discussed in our alternative analysis that was distributed to the SHPO.

Mark Zimmerman: This is Mark for FORB. Susan Quinnell, can you provide some comment on that?

Susan Quinnell: Hi, this is Susan Quinnell, no, I do not have the expertise to make comment on this technical information.

Amy Sakariassen: This is Amy Sakariassen from Preservation of North Dakota. Is it possible that the document that shows some of those alternatives that were explored early on that was distributed to SHPO. Is there any chance that those could be shared with the consulting parties, it would be really helpful.

Kris Swanson: This is Kris Swanson. We have supplied several of those pieces of information during the December 14th public comments meeting. If we need to redistribute the ones that were provided during that meeting we can.

Female: Great idea.

Amy Sakariassen: Excuse me, this is Amy Sakariassen again. I believe what you were referring to are the three alternatives that were presented at that public meeting.

What I am wondering is there are reports that details the other avenues you explored and why you abandoned those options in favor of the three that you presented publicly. If so, could that report be shared? There are other ideas in there that you've alluded in the past to having explored the option of having a 400 foot span and the reasons why that wasn't included in your final three that were presented?

I would like to know more about those early initial explorations, and so, if there's a report that was given to SHPO that details those things that were

abandoned prior to that December meeting I would appreciate those. Thank you.

Kris Swanson: So this is Kris Swanson. Yes, there is an alternative analysis report.

Rob, there's been discussion about what we can talk about and what we can't talk about, what can be distributed to the public and what can't be, is that something that is considered something that is distributable?

Rob McCaskey: I'd have to look into that. I guess my first question would be what's your thoughts from BNSF's perspective and then I'd have to go higher up my chain to determine if that's something we could release at our end.

Kris Swanson: Right.

Rob McCaskey: But are you amenable to the release of that?

Kris Swanson: So, I mean, as far as – we've talked about this a lot before. And as far as alternatives to put less piers in the water, you know, we can mimic what's already there. So what that requires is a different type of superstructure, similar to what we have now. Which there is nothing that's really structurally wrong with that but there are trade-offs. And some of those trade-offs are efficiency and safety during inspections.

Now do we have ways of safely inspecting the current bridge now, superstructure? Absolutely. But if we are going to design something new it would be prudent to design in other safety aspects, and that includes looking at different superstructure types. The one we're proposing prevents our employees from scaling the superstructure to visually inspect. And so, I believe that's something that we talked about several times.

I know at one in-person meeting in Bismarck at the Heritage Center. And I believe we've talked about multiple other times. So that's one aspect of it.

The other aspect comes down to an economics where if we were to do a similar type span, you know, I believe the cost was \$10 million increase to the

project. And I explicitly remember discussing that because that's roughly a 25 percent cost of the project we're proposing.

The other aspect is that those superstructures are fracture critical, meaning that if one member fails it renders the bridge unusable. It doesn't necessarily mean that there's a catastrophic failure and everything is falling into the river, it just means that you can't load it as designed until that member has been addressed. So those are three items that we've discussed multiple times on this and that's discussed in our alternatives analysis as far as less piers in the water.

Amy Sakariassen: Thank you. I appreciate that and I still really would be interested to see what that analysis report looks like and all the ideas that have been thought out today and maybe that would be at some place where some constructive conversations would continue based on that shared information. Thank you.

Rob McCaskey: OK. The Coast Guard would have to look into that and see if we could get that information out. Thank you.

Is there any other comments or questions regarding this subject?

Chris Wilson: Yes. This is Chris Wilson with ACHP, one last question. So this is for BNSF. Is it fair to assume that before the consultation process started, that – and I haven't attended all the meetings, so I could be wrong here, that BNSF, the bulk of the analysis was really removal and building the new bridge, and if that's true, if the bulk of your analysis dealt with what you anticipated to do, would you be willing to do some new analysis to look at leaving it in place and building a new bridge that maybe you didn't do before because you didn't anticipate that this would become a significant 106 case?

So bringing it up to speed on that.

Kris Swanson: So I don't know if I fully understood what you said. As far as looking at other alternatives, I mean, I believe that the point of tonight's discussion that I hope to get to quickly, but one of the alternatives that we presented was one that was developed in 2014 which had the bridge remaining. And there were exceptions taken with that which we've been trying to explain and then criticized for trying to bore you to death with engineering details, but involves

the embankment on the east end and the natural area on the west end of the project.

So the short answer is yes there have been multiple alternatives considered prior to even submitting our application for the project. And we've invited on that last call, and if anyone has any other suggestions we're open to them because so far it's only been BNSF trying to provide stuff and then being shut down. So we'd more than welcome that.

Chris Wilson: So thank you. I mean that helps. Do you say that some of these discussions that have occurred over the last few months would – or maybe it's already happened where BNSF is taking another look at leaving it in place, and I just also want to say that from the last meeting and this meeting and you guys deserve credit for providing all those bridge examples.

And I think this is a learning process for everyone, just the number of these bridges that have been left in place, some more successful than others. So I appreciate that. Thank you for providing those examples.

But my first question was do you think that these discussions would lead you to do some additional analysis? And I know there's a part in the agenda that Rob developed where the non-profit is going to talk about some different things that they are looking at.

And you are right. Your group shouldn't have to do all the work. And I think there's a large group here and everyone is willing to do whatever it takes to try to form a consensus.

Kris Swanson: So the question is looking at other alternate analysis, is that the question?

Chris Wilson: Yes. It's just my question is because of these meetings has there been other discussions back at BNSF about, wait a minute, OK, there's a lot of public interest. This is a high-profile case, what are some things can we look at. And I thought maybe the other bridge comparables would have, I don't want to say encourage but maybe spark some interest in the engineering community in BNSF to say, well, yes, some of these things have occurred, let's take another look.

Kris Swanson: Right. So as far as what's been discussed in BNSF is we actually had one of our leadership ask the question, so what are the concerns? And part of those are some that we've discussed extensively, is that there is significant impact and risk with other alternatives that we've identified.

If there's others, we'd like to hear them but with the ones that we've seen specifically alternative 2, with the risk associated with the instability and the slope on the East Bank and as well as potential impacts to private land owners and the nature preserve on the north. That there is some significant consequences to impacting those whether financially, legally, you name it.

And so, if we were to donate this bridge or keep it, you know, there would need to be someone that has the financial resources, as well as a relative permanence in existence in order to volunteer to take this bridge, to this point that hasn't been discussed.

And one of the other main concerns that's in our alternatives analysis is that this is a condition based replacement. And we've discussed this specific one which is the scour concern of the shallow foundations in the middle of the river.

So as part of that financial resources and relatively permanent existence is that there are some major issues that may not have to be addressed today or tomorrow, or even this year, but in the near term in the next couple of decades maybe will have to be addressed and will have significant dollar signs associated with them. And that's a major concern that will impact our railroad if it does fail, whether we own the bridge or not, or in charge of maintaining it or not.

If that bridge collapses it puts our employees and our obligation as an interstate transportation entity at risk. To this point I have yet to hear anything, a permanent entity that's willing to take ownership of the bridge or financially back it, until that can be provided, there really hasn't been any internal discussion because it's moot.



Why put energy and effort into something that at this point in time doesn't seem to be of any interest to anybody else, specifically referring to government agencies.

Chris Wilson: So I'd say that's why we're here today and it seems like consistently all the comments made today by BNSF is gloom and doom. So I mean that's why we're here. And in fact I asked Rob to put the next item on the agenda to talk to, in an open environment, not a bilateral discussion, but to try to give the municipalities a chance to brainstorm as one of the FORB members talked about and discuss potential reuse or collaboration.

So remember that the example that Betsy relayed, while the ultimate outcome is something that was formed through a consensus building exercise, it was mandated by a federal judge. So time is of the essence and no one wants this thing to drag on forever. So Rob put 3D in the agenda so we could start having the discussion with the entire group on which municipalities. We heard from one. I know others are on here, so take it away, Rob.

Rob McCaskey: OK. I guess that's going to say that we are done with that last one. OK. Inputs from municipalities, is that where you're at? Are we...

Chris Wilson: Actually I skipped over the other alternatives.

Rob McCaskey: Yes, that's what confused me. I'm sorry. Do we want to go ahead and jump to 3D then, Chris? Is that what I hear you saying?

Chris Wilson: You might as well. And then you can skip back...

Rob McCaskey: OK, that's fine.

Chris Wilson: We just wanted to, you know, help everyone weigh in who is on the call? Do you have any questions, anyone in the group can answer? There's a lot of people here today.

Rob McCaskey: OK, great. All right, so 3D says input from municipalities and I know we have – and when I say municipalities I mean cities as well as Townships. And the question would be specifically, what information do local government

representatives need to make an informed comment regarding the future of the BNSF Bridge over the Missouri River?

And I'm interested in hearing from anybody that might represent any of the local municipalities here. And I hope I'm not on mute again. Are we all still here?

Female: Yes.

Male: Yes.

Kris Swanson: Rob, this is Kris Swanson. I don't recall hearing anyone from either city or county calling in.

Rob McCaskey: OK. And we got some comments earlier from the Township. I can tell you that I made two calls to the new mayor's office there in Bismarck. And they took the message both times and didn't call me back. But I just want everybody to know that I am attempting to reach out to the city.

Jim Neubauer: This is Jim Neubauer with the city of Mandan.

Rob McCaskey: Right, great.

Male: Can anybody hear me?

Rob McCaskey: Can you please say your name again?

Jim Neubauer: Jim Neubauer from the city of Mandan.

Rob McCaskey: Hi, Jim, this is Rob with the Coast Guard. Did you guys have any comments or is there any information specifically that you are looking for that might help you make an informed comment regarding the future of the BNSF Bridge?

Jim Neubauer: Well, again, this is Jim from Mandan – you know, Fred Rios from Captain's Landing, you know, that's going to be the biggest party affected here if you are going to put areas where pedestrians, or bikers or whatever are going to get on if it stays up. That's, you know, I don't know where else that occurs.

From the city of Mandan standpoint I think I can say that we, you know, we would not be in a position to financially take the bridge.

Fred Rios: This is Fred Rios. Say, for the next meeting, the next step is going to be getting an answer from all 58 residents on what we want to do. And another thing is we cannot finance, we cannot put no money towards keeping this old bridge.

And if people want to keep it they are going to have to get money entities from some place to keep the old bridge. And liability wise coming through our Township I don't know, we can't handle that and stuff like that, but we are going to get consensus from all 58 residents and see what the outcome is going to be.

And Danette Walsh if she is there she can give you some comments on that. Thank you.

Rob McCaskey: Thanks, Fred.

Danette Walsh: So this is Danette Walsh from Captain's Landing. What Fred is referencing is we have our next Board of Supervisors meeting on September 6th. And in advance of that we are going to provide notice to all of our residents, that this will be something of discussion. So if they want to weigh in and provide their comments and their thoughts they can do that.

I am not sure that the board will have consensus much like this group is trying to find consensus. The Township also needs to work from consensus and I'm not sure that we'll find that. But what our goal by and large is, is to identify what the concerns are, whether the bridge is to remain. If there are concerns with that, what those are so they can be considered and addressed.

And if the bridge is to be taken down, you know, it's the same, if there are concerns that should be expressed and considered and addressed as well. So we are hoping to have that kind of information for this group to consider while we are on our September 6th meeting,

Rob McCaskey: September 6th you said?

Danette Walsh: Yes, September 6th.

Rob McCaskey: OK, good. That will definitely be before the next meeting. Thank you. Do we have anyone on the line from Bismarck?

OK.

Joey Roberson-Kitzman: This is Joey Roberson-Kitzman, with the Bismarck Mandan MPO. Carl Hokenstad was not able to call in tonight. He had a previous engagement that he was unable to get out of.

Rob McCaskey: OK, thank you. We're definitely looking forward to hearing hopefully from somebody in the September meeting.

Are there other questions or comments about what the Township and the city of Mandan has said?

OK, hearing none then I'm going to take a step back to 3C as Chris and I have discussed, and other alternatives. It says FORB has asked to start a discussion of a design where the existing bridge is preserved and the new bridge is built, delayed from the consulting parties meeting number five.

Kris Swanson, are you still there?

Kris Swanson: Yes, sir, I'm still here.

Rob McCaskey: Now we've discussed a little bit the preservation of the existing bridge and the new bridge is built adjacent to, is that not the case? We've certainly talked about that before now haven't we?

Kris Swanson: Yes. And as I said on the last call I feel I have been doing that since January. You know, we've been looking at different alternatives, right. The main one we identified was through the north which is an 80-foot offset, which was our original plan in 2014 before we even applied.

Now what was described as doom and gloom is not so much doom and gloom but trade-offs, right? If you want A you have to do B. And B is figure out,

you know, how to avoid the risks and issues associated with doing that, which have been named over and over and over again at every meeting. And those costs money, they have liability related to it. So nowhere as I've said we are not willing to do that.

We have just been outlining per our letter that we distributed, I believe in April but it was also discussed at the May meeting which was Chris Wilson's first meeting about, hey, these are the concerns, these are the trade-offs if this bridge were to remain existing. By no means is this trying to scare people off, it's trying to let you know what you are signing up for.

And for eight months I've been wondering if someone has thought of something that BNSF hasn't already or BNSF and their consultants should I say haven't thought of already. And that's why this was proposed I think last meeting with Susan Wefald said we'd like to present a potential solution. So I guess that's what I am waiting for,

Rob McCaskey: I don't believe I heard Susan sign in to this meeting, did I?

Kris Swanson: No. But if I recall – does she represent FORB?

Rob McCaskey: She does. I was just making sure that she wasn't here so that she could answer you directly. Is there somebody from FORB that was aware of her request and wanted to comment on what she had said?

Mark Zimmerman: This is Mark from Friends at the Rail Bridge, Susan is unable to be on the call tonight to clarify that, but again, our effort here is to – I understand, I think I can understand Kris Swanson's concerns here of, you know, this has been discussed and discussed.

And personally I have some concerns and in attending most of, all of, except for one meeting, to have documentation, what's the cost of this right-of-way with the city of Bismarck? When I met with Mr. Hokenstad, there's, according to him there has been no, you know, formal discussions of what that might entail, what the cost may be.

I would agree with Chris Wilson the comment that, in your alternatives considered, you know, not long but before this consulting meeting started, it seems to me that, how do I phrase this, that BNSF – I mean FORB wishes to work with BNSF and I'm sure many of the other consulting parties but, you know, looking for your, the engineering crew to work with us and the municipalities, and the North Dakota Parks and Recreation for the natural area to have some concrete, I'd like to see some concrete proposals, what's the cost.

If I remember there was a mention of the scour and I remember a couple of meetings back the question was asked could that be ripped? And if I remember it correct, I don't have the minutes in front of me, yes, it could be, yes, there is an additional cost associated but again if we're working to build a consensus on how to address the Section 106 then I think those issues again need more discussion, more detail. And personally I think then it should be face to face, to sit down and hammer these concerns out, cost-wise, the concerns of safety and all these other factors.

I just feel somewhat a little concerned that for the comment from BNSF to say, well, we go over this and over this. My personal recollection of most meetings is, yes, that's what we've decided and that's what's going to be.

Well, certainly, FORB is not trying to be the antagonist in here. We want to work together. We want to try to figure out a way that's going to address our concerns for the avoidance of the disturbance of this bridge and what BNSF needs to, you know, for their concerns to have a viable bridge across the Missouri River. And somewhere we've got to come, you know, to a consensus. And I'm thinking it may not be that that bridge is coming down without more work. And that's just Zimmerman speaking here.

Amy McBeth: This is Amy from BNSF. And just to be clear, and so, I'm confused, was there a proposal from Susan that was going to be made or from FORB or not?

Bob Shannon: This is Bob Shannon from FORB.

Rob McCaskey: Go ahead, Bob.

Bob Shannon: I guess at this point what we're hoping to find is an alternative that minimizes the adverse impact to our historic landmark. The alternatives that I've seen piecemeal like the retaining wall to avoid impact to the natural area just seems way over-built.

I am a registered professional engineer and I have managed projects that had similar features. I helped work on the bridges such as the Four Bears Bridge, but we used things to minimize the cost rather than put up a free-standing 26-foot high retaining wall. Have you considered employing things like reinforced earth that might lower the cost of that?

Again, by looking at the west approach of trying to excavate in front of the shoreline of Captain's Landing and then paving it with six inches of concrete, that's totally out of context as to how the river banks are managed in the upper Great Plains. We're using pervious concrete, and we used fabric and riprap, loose rock riprap at a fraction of the cost and a fraction of the impact, less impacts to the environment.

And it's usually not riprap all the way to the 100-year flood events. It depends on the terrain but, yes, the ten to one slope is flatter than most of the riverbanks that are out there.

I think there are ways of trying to present alternatives that can be ruled out simply by saying, well, that's too expensive, but can we see a package or an effort I would say here's what could be done to make this happen versus here why it can't happen.

Mike Herzog: This is Mike Herzog with BNSF. So I guess, I probably missed a part of this, I am a little confused because that's what I felt like we have done when we have presented what our alternatives are.

And as Kris alluded to earlier, Kris Swanson, it's a matter of trade-offs. If we want to do this you're going to have this impact. And when you have that impact you're going to have related costs. So I feel like we've been going down that path having that dialogue, it's just that message nobody likes it...

Bob Shannon: Well, let me rephrase it, we haven't seen an alternative that minimizes your adverse impact to the historic treasure. So therefore your alternatives have not considered all of the costs involved in a finished project.

Mike Herzog: So I'm not sure what this group feels that BNSF does when we go through an alternatives analysis. I can reassure you great efforts have been gone through to evaluate what the preferred structure is, to take into account, affirm that solution, affirm that structure that will last another 100 plus years, taken into account the safety of not only our workforce but our neighbors. And this is where we landed.

You're asking for something that minimizes the impact. We've gone through this to look at the alternatives to minimize this. And this is where we landed. We are wide open to hearing other ideas that provide a permanent solution that will last that 100 plus years. So we're all ears.

Amy Sakariassen: This is Amy Sakariassen...

Lori Price: This is Lori Price. I'd like for us to recap just a little bit because I think perhaps some things have gotten maybe a little bit lost but we've been doing this for several months. So if you recall back in our first consulting parties meeting in January which we held at the little hotel in Bismarck we went through a very extensive discussion of the alternatives analysis and we talked about all the other things that we had looked at.

We discussed the alternatives that would avoid taking down the historic bridge and we explained all the constraints that were involved in those. In particular the 80-foot offset which does avoid the historic bridge also has substantial impacts to the embankment, it has impacts to the natural resource area, and there are other impacts, including the FEMA floodway issue. And we went over this quite extensively.

Since that January meeting we have discussed these alternatives repeatedly. We went back and looked at what we could do to address the FEMA flood rise issue. We looked at what it would take to do a complete avoidance alternative using a completely different location for a new bridge.



So, I just want all to keep in mind that we have had extensive discussions about other alternatives and the pros and cons of those alternatives. We have talked about cost, we have talked about a lot of different constraints, and as Kris said earlier, these are all things that BNSF have brought to the table to try to have this discussion.

So, I just want all to remember that there's been lot of information shared, I know that not everyone comes to every meeting, but we've also sent out materials, that if you can't go to the meeting, you can have the materials to look at, we have – we sent out materials from the January meeting, in regard to the alternatives. We will look at being able to release the alternatives analysis document which would be great, which just gives more details, pretty much I think we haven't already discussed, but you have it in writing.

So, what we're looking for here is, we've all – we've gone through these discussions many times, if there is some other alternative that is out there, that BNSF has not thought of, which Susan alluded to last time, that would be great to have on the table as well. But we've given you all the information that we have regarding alternatives that we've looked at and what the constraints are, and that's sort of where we are. So, I just wanted to recap that for everyone.

Amy Sakariassen: This is Amy Sakariassen with the National Trust for Historic Preservation, I've been at almost every one of the meetings from the very beginning, and the one thing that is increasingly clear is that Burlington Northern Santa Fe is in fact doing as much as they can to provide all the negatives and nothing is bringing the discussion as an actual 106 discussion further.

We have not heard anything that has been a compromise, that has actually been put forward without a complete undermining all of the information given to us by every detrimental thing, every negative aspect that you could possibly think of to add cost, whatever.

What I'm not seeing is the actual discussion of considering the wants or needs of this community, and the residents of this state and region that actually take

into consideration the important historical value of that bridge remaining in place, I am not seeing that from Burlington Northern.

Kris Swanson: This is Kris Swanson, I'm sorry you have that perception, but in my opinion that's not true.

Lori Price: Thanks Amy, and I know that you have been at every single, I think you might be one of the people who's been at every single meeting, and I do appreciate that. I think that what might be being perceived as negative is just that we don't have, BNSF has not been able to identify another alternative that works for their priority which is to build a functioning railroad bridge that can carry rail traffic successfully as Mike said for the next hundred years and still retain the historic bridge.

We just haven't been able to find something that works which is like Kris said, why, you know, they're opened to other suggestions, we just can't – we just haven't been able to come up with something that works without, you know, we've listed the, you see it as negative, but they are the constraints that come with other alternatives, just trying to lay those out and be transparent.

Those are the issues that are a part of those alternatives. I'm sorry that it comes across as negative, it's not meant that way, it's just trying to give you what the constraints are that they see from an engineering standpoint, that there are – there are other issues that we've not been able to overcome. So if there are other alternatives that are out there that we could consider, we would like to hear that, we just don't know what they are at this point.

Rob McCaskey: Any other comments or questions? Anyone else want to continue?

Mark Zimmerman: This is Mark...

Chris Wilson: This is Chris Wilson with the ACHP, so I know that this has been a painful process for everybody, especially those that have been involved from the very beginning. But Betsy and the SHPO can back me up on this, you know, many of these 106 cases that are – that are difficult have this similar kind of experience.

So, in my view I do feel like the group is getting somewhere, I feel like the examples of bridges have been exhaustive, and educational, and I think that Kris Swanson was saying earlier that if other willing partners, and we are – we – there's one, FORB has stepped up, and they're going to talk a little bit later about grants and things that they're working on, can be identified, then they're willing to work with you.

So, I mean, not to bore you too much, but in our regulation 36 CFR Part 800, 800.2 participants in the Section 106 process, it specifically outlines representatives of local governments. It says the representative of a local government with jurisdiction over the area in which the effects of an undertaking may occur is entitled to participate as a consulting party.

So, there are some representatives of local government, but it also is opened up to, you know, county government, state government, and, you know, in D.C., you know, my meeting time here is 7:00 to 9:00 P.M. And so, I've taken time out of my day to have – to attend this meeting.

What I'd like to ask the group to do is to get the representatives of city government, county government, state government to attend these meetings, because what I've heard from BNSF is they're willing to work with these other entities, they're already working with FORB.

I would like these other entities to be available for these calls, I think also the bilateral conversations that are occurring from all sides with members of city, county, and state government need to be reported at these meetings, need to be brought to the attention of these attendees.

And one last thing I want to say before Rob moves on in the agenda is, I made a request last time. And I think the person was just speaking for BNSF works in public affairs, and the rest of the attendees from BNSF are from the engineering community, there are some consultants that work in 106, there's a large group of people, and they're spending a lot of time and money on this project, that's clear.

But I made a request of the last meeting, and I think Rob and I need to have a discussion with BNSF quickly to have people with budgetary authority and

the ability to make decisions on these kinds of projects on these calls. No one is too important to be on this 106 call.

They're, you know, 30, 40, 50 people are taking time out of their day to participate. So, Rob and I are going to have to have a discussion with BNSF, and maybe the SHPO to ask them, could you please have people on this call that have budgetary and decision making authority? So with that, I'm just going to mute myself again.

Mike Herzog: So, I want to address that – this is Mike Herzog. Chris, to your point that you just made, and you made that comment on the last call as well, I am the person that has the budgetary authority to make decisions regarding this project. There has been no questions that's been asked of me as far as what we're willing to do. So, I'm not sure what you're expecting with no questions really being asked today to – on that topic.

Chris Wilson: So, are you telling me that you are able to make decisions on future analyses, work with – working with stakeholders, working with city, county, and state to find a solution so the Coast Guard can get through this process? Are you willing to do that?

Mike Herzog: Yes.

Chris Wilson: So, we've made some more headway then. So then I go back to my first question. Where are the representatives of city, county, and state? Where are they? You know, they need to be at these meetings too, and again, if any discussions are occurring between the nonprofit and the city, between BNSF and the city, BNSF and the state and the county, Coast Guard, ACHP with these other entities, those discussions need to be brought to bear in these consultation meetings, so everyone can have all that information at their disposal.

And so, you know, this process only works, and I think one of the members of FORB was talking about it, and it seems like also BNSF is too, it only works if the parties are willing to sit down and find a solution, if no solution can be found, if it is impossible, if it is financially catastrophic, you know, we could

end up with a memorandum of agreement with the Coast Guard, they allow for demolition of this bridge, and documentation of the bridge.

But we're not at that point yet, and I think, you know, the time to participate is now, not two years from now. And really, for everyone's benefit, I would like – I would like these municipality leaders, city, county, and state to participate in these meetings. And if it is true, and I accept your word that as the nationwide bridge designer you have the budgetary authority and the decision making authority to make changes in your approach, then, you know, then we are getting somewhere.

Fred Rios: OK. This Fred Rios, and I understand your point. And I've been in the Township since 1991 in the position that I'm in as the chairperson for my Township, and I sort of represent the Township, but I listen to my residents also, my 58 residents, and that's what I got to take care of, and the thing, my big question is, where is the money coming from, you know?

We cannot afford to pitch any money, we don't have the money like Bismarck or Mandan does, and that's the thing, and I have attended all of the conferences on the telephone, and I don't make it to the ones on the personal ones, but I have attended all of them. And I'm willing to attend, and listen, and see what people are saying, and stuff like that. But there again, I am chairman of our Township, just like the mayor of Mandan or Bismarck, and – but I listen to my residents on what they want to do and we'll see it from there.

Rob McCaskey: Thanks Fred.

Lori Price: Chris, this is Lori Price. I do want to say that, you know, we have been trying to get the mayor of Bismarck to attend, he has contacted both me and Aimee Angel, and on both occasions, we encouraged him to please, please, please attend the meetings, we encouraged him to contact Rob directly, we've encouraged him to just call into the meetings if he can't attend.

We have invited him, we have asked him repeatedly to come, it's not for lack of trying that we don't have the participation. Just so you know.

Rob McCaskey: And just to clarify, Chris, as I mentioned earlier, I also made a couple of calls, and sent an e-mail of invitation, so we have been trying. And I think you're absolutely right, they are crucial members of this group, and without them we simply can't do our job. So, I appreciate our representatives that are here from the local municipalities and Townships, I appreciate that, I appreciate the comments they've made, but I think we certainly need more.

Kris Swanson: Right. This is – this is Kris Swanson, I just want to provide context too on the effort. So, we had our public meeting in December which wasn't necessarily part of the 106 process. However, local municipalities, counties, townships, cities were aware of it, they were invited.

In January, we had the mayor of Mandan attend and reflect similar comments that were mentioned tonight. So, that shows that they were invited, right? The invitee list, you can go back and reference it, so for January, August, I mean, it's seven months because it was late January that we had that meeting, the municipalities have known this. Now, it was unfortunate that we had an election in the middle of it. OK.

So, that means there's been three to four months of intensive attempts to get people to come to the call. I don't know what more BNSF can do, I mean, to me, that's as good of a good faith effort, short of grabbing him by the ear, and dragging him here ourselves. So, I'd – we'll keep trying, but, you know, you can lead a horse to water, you just can't make him drink. So, I don't know what else to do.

Danette Welsh: This is Danette Welsh with Captains Landing. Quick question, is it – is there – is it specific to who in city government should be attending? Does it need to be the mayor? Can it be a city council member?

Chris Wilson: So, let me answer that question, this is Chris again at the ACHP. Really, just has to be a representative of the entity, but the key thing is, and the same thing I put to BNSF, it's got to be someone with some kind of decision making authority that speaks on behalf of the city.

So, right, one of the council members would be fine, the mayor, but it's – and, you know, if you send a city planner into one of these meetings, while they

need to be there, and I've been a municipal planner, because they do a lot of research, it's also good to have some of the leadership there, too, so they can, you know, have discussions that put the full weight of the municipality into the consultation. So, you know, what did Woody Allen say, 75 percent of life is showing up. And so the 106 process is not designed to go on forever, you know?

There's a timeframe. And so I'm going to stop complaining about that, because I know that FORB wants to talk about some of the things they're doing. So, I'll stop complaining.

Amy McBeth: Well, this is – before we move on, I mean, this is Amy at BNSF, I mean, so just to summarize though, we have heard from both the Township and from the city of Mandan in terms of Jim Neubauer who is a city manager, who I would think would be a representative of the city, that neither are in a position to financially take the bridge. And we at BNSF have our budget decision maker who is a part of this process. So, I just want to summarize that before we move on.

I mean, we heard what you've said at the last meeting, Mike has been participating, and he is the person from our end who has the decision making ability for BNSF. So, I just want to put that out there for those on the call.

Chris Wilson: Yes. So, here's a question, what's the size of Bismarck? And what's the size of Mandan and the other municipality that's been participating? Generally, what are...

Amy McBeth: I don't know that you want to get in the fight between those two cities.

Chris Wilson: Oh, I mean, it's not a fight. It's just quite– oh, OK.

Amy McBeth: I think there's a lot of – a lot of context there, but your point is well taken, Bismarck is the bigger city, and certainly we have had them, been inviting in the process. For sure.

Chris Wilson: Yes, yes. They are the 800-pound gorilla, they're not here today. But there's also a...

- Amy McBeth: But just to be, I mean, but not to diminish the, I mean, because Mandan certainly has the say in it, as does the Township given where the bridge is actually located, that was my point.
- Chris Wilson: Right. And then there's also, there's a county and the state. And, anyway, so we beat the dead horse and I don't think – I don't really have anything else to say about the participation element for this meeting.
- Bob Shannon: I do.
- Bob Shannon: This is Bob Shannon from FORB, I'd like to point out that the North Dakota Park Districts are standalone, a legal entity just like a city or a Township or a county, and that we do have two of the park districts in attendance tonight.
- Amy McBeth: And this is Amy at BNSF, they have participated in previous meetings as well.
- Chris Wilson: Right. Thank you for the rundown of all the previous participants, can we hear from the park districts? Can we just wait here on the line just to see if we can answer any questions, to see if they have any comments? This is a participatory process.
- Randy Bina: This is Randy with Bismarck Parks and Recreation District. This is the first meeting that we have sat in on, so we're listening and learning, and thank you for the invitation. And I'd be happy to answer any questions if anyone has or try to answer them. We have two other staff people on the call too.
- Rob McCaskey: Do we have any questions for the parks department? We've kind of caught everybody off-guard, and let's go on with the agenda. Go ahead, Nick.
- Nick Bradbury: This is Nick Bradbury for the Friends of the Rail Bridge.
- Rob McCaskey: Yes, go ahead Nick.
- Nick Bradbury: And just, I mean, I don't, I mean, I want to apologize but I have another meeting I had to lead, I couldn't listen to the entire meeting today. But I – when it comes to participation of our local municipalities, you know, we've



come to find out in the past couple of meetings that back in December, the proposed alternative that was shown to us in December that was supposedly able to possibly keep the old bridge standing with the 80-foot offset of the two bridges, the model that was proposed was actually unfeasible at the time that was proposed to us in December because of the FEMA and flood plain elevation problem.

And so really until recently, we didn't even recognize that, we spent several meetings trying to – trying to solve that FEMA problem which was – it turned out it was unsolvable. And anybody who had done this work before, which I have not, would know that that FEMA problem was unsolvable with the alternative that was proposed in December.

So, what we – what we've – right now, what we're transitioning to is trying to come up with specific questions that we can take to those government leaders, you know, it's a fair question, if they – say the mayor did attend this meeting, he can't unilaterally make a decision or offer an opinion on behalf of all of Bismarck. All of these leaders work in committees, and do their – make decision making, especially on large issues like this, they do that decision making by committee.

And what it will be valuable for us to get them more engaged, is if our conversation trends towards alternatives which actually have a – have a feasible possibility of keeping the old bridge standing and bringing those leaders questions that they can work to answer in their respective committees.

So, really, it would be hard to see where their participation would have mattered in January or February, because we weren't even discussing a potential bridge model that could possibly work with the FEMA requirement. But – so I just want to put – point that out that one of the keys to engaging our local leadership will be to bring them specific questions that they can answer.

But they'll have to take those questions to their committees, because for one person to sit in a meeting and have us pose a question to them that we – that is – that involves, you know, like their land ownership or, you know,

resources that belong to that government entity, one person can't sit in this meeting and just make that decision offhand.

They have to have that specific question and be able to take it back to their committee, and then come back to the meeting with the response or work back and forth to come to a solution to whatever that specific problem is that we need to overcome. And that's...

Rob McCaskey: Yes, so this is – so this is – this is Rob, and we've actually got a whole bunch of questions, we've got a whole bunch of people here of equal importance, we've had all kinds of discussions and things we've asked, and I think there is value in having people attend from different organizations even if we're not asking them something specific, but they can participate, maybe give input.

And I just – I'm going to take a little bit of exception to giving people that aren't participating because they can't make decisions on the spot, I'm going to take a little bit of exception to that. We definitely need people from the city, and the county, and the Township here. And if they can't make a decision right today, then at least they're getting the information, and learning what they need to know, and are participating.

And I think Chris made it quite clear that that's what we need in order to go forward and I agree with him, and we're going to continue to press that, and I encourage everyone that has any type of input to the local politicians or people in elected office, let's get those people here so that we can have everybody, and not just we do our work, and then we go to them, and let them make a decision, because their participation is crucial. So, that's all I wanted to say on that.

Eric Sakariassen: Rob, this is Eric Sakariassen from the Fort Abraham Lincoln Foundation. I think we're just about out of time for tonight's meeting. And I think it would be really important to at the next meeting to let Susan Wefald talk a little bit about the grant that she received, and what the intent of that is.

And I think the whole point here is that FORB wants to look at partnering with different agencies, and looking at alternatives, and it's a process that hasn't yet begun. But what we would really like to see happen is all of these

different entities look at what would our stake be, and what could we do as a partner, what would – what would we be able to bring to the table?

Some of it is money, some of it is liability, some of it is governance, there are just too many questions and too many things to just say, oh, who wants to take the bridge? There's nobody that could take the bridge right now.

I mean, it's really kind of a moot question, but there's a possibility that a partnership could be put together, where different public and private entities working together could come up with a solution that could actually save this bridge, it's not impossible, it's been done elsewhere.

I like that Chris Wilson says, let's do it in this 106 process and not extend it in the court. Because it just gets so much more expensive, if that's the way this thing has to go. I would like to exhaust all of those possibilities before we say, yeah, I guess that bridge has to come down.

So let's let this grant process work, let's let Susan Wefald talk to the group at the next meeting about what her intent is and what she would like to see happen. And think about ways going forward here, you know, right now I'm doing a lot of development work in the Fort of Abraham Lincoln Foundation.

I know how hard it is to raise money, but I know very well we can't go out and ask people to contribute a million dollars to a bridge that we don't even own, I mean, you know, you can't put the cart before the, the cart before the horse. And so what really needs to be done is we have to be able to establish some kind of agreement where there's a partnership willing to work on these things, and it takes a lot of time. So, let's do some more talking about it, let's let this process work out, and let's let Susan Wefald and maybe we start with this – with these new agenda items that are remaining at the beginning of the next meeting.

Rob McCaskey: Absolutely. They are going to be at the very front of the agenda for the next meeting, we want to get through old business first. But we certainly were kind of hoping to get to the new business this time, it doesn't look like that's happened.

I'm going to talk to Chris and we're going to figure out some questions for everybody on how we're going forward with fund raising and discuss what the next step is.

But seeing that we're about out of time here, certainly the new business fundraising opportunities, and a brief from Friends of the Rail Bridge, sounds like Susan is your point person, will be the head of the agenda next time as soon as we get through the basics of the beginning of the meetings, having everybody call in and then talking about the minutes. And we will definitely start off with that and I appreciate the comment.

Kris Swanson: So, this is Kris Swanson with BNSF, I'm sorry, Rob, to interject.

Rob McCaskey: No, no, go ahead.

Kris Swanson: But – so I've looked at that application for the grant, and it's proposing to meet with people whether it be a lunch or whatever up until December. And so, two points I want to make is Mike Herzog, as a testimony to his decision power, has moved \$35 million off of our capital plan due to essentially this project.

You know how many rails, ties, ballast, as well as other bridges could have been replaced for that much money? So, waiting until December, I don't know if that's feasible or not, I guess we'll decide and see. However, I just want to let you know, this bridge has a timeline on it, and I – we don't know exactly when that scour issue is going to become critical and render the bridge unserviceable, but right now it's on our radar and we're monitoring it.

So we don't have decades like the other projects that we looked at, which were abandonments, not capital improvement projects. We don't have decades to figure this out, and this pace looks extremely slow. And so we're incurring huge implications of pushing tens of millions of dollars off to future years, and postponing capital projects of various other types, not just in Bismarck, because of processes and their associated timelines.

Rob McCaskey: All right, Kris. I appreciate that, this is Rob McCaskey with the Coast Guard, we will certainly listen to your input with respect to the speed of this process. And I want everybody to know that we're going to make sure that we conduct this process in a way that we find appropriate that encompasses everybody's opinion and exhausts the process and its ability to move forward before we decide to call it to an end.

And I'm not laying a timeline on that in any format right now. And so, I appreciate what you said, and we'll put that in the record, and then considerate it. And that's all I'm going to say about that right now.

So that being said, I don't think we have time to cover any other subjects, is there anything small that someone wanted to say before we got off the phone tonight? OK.

Hearing none, I want to thank everybody for being here, be looking for the next set of e-mails for the next meeting which is tentatively set for September 12th. I'm looking at a 2:00 in the afternoon meeting time, does anyone object to that or would they prefer an evening time?

Mike Herzog: 2:00 in the afternoon is appropriate.

Kris Swanson: I second.

Mark Zimmerman: Rob, this is Mark at Friends of the Rail Bridge. Yes.

Rob McCaskey: Yes, sir.

Mark Zimmerman: I would just ask when are we looking at the next in-person meeting?

Rob McCaskey: I wasn't considering that for September 12th.

Mark Zimmerman: OK.

Rob McCaskey: I was thinking more of along the lines of October 24th, to be the next one in person, open to input.

Mark Zimmerman: Thank you.

Rob McCaskey: OK. Is there anyone else that wants to say something before we go? OK.  
Again, thank you for your participation, and I look forward to seeing everyone  
on the phone on September 12. Good evening.

END



## 10<sup>TH</sup> STREET BRIDGE, GREAT FALLS, MONTANA

The Historic Tenth Street Bridge in Great Falls, Montana, built in 1920, is the longest and oldest concrete arch bridge in the upper Great Plains. Yet this historic bridge was slated for demolition by the Montana Department of Transportation, when an adjacent new bridge was completed in 1995. The historic bridge was saved from the wrecking ball at the eleventh hour by the City of Great Falls, thanks to the City's long-term vision, and an innovative public-private partnership involving the National Trust for Historic Preservation. The City is now in the process of rehabilitating the historic bridge for incorporation into the City's riverfront trail network. But for Section 4(f) of the Department of Transportation Act, this bridge would have been destroyed by the State.

The Advisory Council on Historic Preservation tried unsuccessfully to persuade the Federal Highway Administration to save the bridge. The Council issued formal comments in 1988, urging the highway agency to give more meaningful consideration to preservation alternatives, and characterizing the FHWA's rationale for demolition as "less than compelling."

Nonetheless, even though rehabilitation of the bridge was estimated to cost only \$167,000 more than demolition, the FHWA rejected the Advisory Council's comments, and refused to preserve the bridge. Section 4(f), however, requires more – the avoidance of harm to historic sites if a feasible and prudent alternative can be found. In 1995, when the Montana DOT hired a demolition contractor to begin destruction of the historic bridge, the National Trust and local preservation advocates went to court to enforce Section 4(f), arguing that preservation was a "feasible and prudent alternative" to demolition. In July 1996, an injunction was issued, prohibiting demolition of the historic bridge until the litigation could be resolved. Immediately after the case was argued in December 1996, the federal appeals court took the extraordinary step of assigning a senior judge to work with the parties in an effort to mediate the case. A year and a half of mediation led to a unique public-private partnership for the preservation of the bridge. The City of Great Falls assumed ownership of the historic bridge, while the local preservation advocates raised more than \$300,000 for rehabilitation of the bridge. The National Trust made available a \$100,000 line of credit for the project, and helped the City to obtain a Save America's Treasures grant of \$250,000.



Rehabilitation is not yet complete, and more funding is needed, but the Historic Tenth Street Bridge will be a centerpiece of the Great Falls riverfront for generations to come – thanks to Section 4(f), and to the vision of city leaders in Great Falls who were willing to invest in the City's future.





**Tenth Street Bridge Agreement**

WHEREAS, the State of Montana, through the Montana Department of Transportation (hereinafter "MDT"), has caused to be constructed a new bridge (hereinafter "New Bridge") at or near the location of the Historic Tenth Street Bridge over the Missouri River in Great Falls, Montana, (hereinafter "Historic Bridge"); and

WHEREAS, MDT previously proposed to demolish the Historic Bridge as a result of the construction of the New Bridge; and

WHEREAS, MDT entered a demolition contract with Shumaker Trucking and Excavation (hereinafter "Shumaker"), for the demolition of the Historic Bridge in the amount \$478,500 (four hundred seventy-eight thousand five hundred dollars); and

WHEREAS, 23 U.S.C. § 144(o)(4), states in part, "Any State which proposes to demolish a historic bridge for a replacement project with funds made available to carry out this section shall first make the bridge available for donation to a State, locality, or responsible private entity if such State, locality, or responsible entity enters into an agreement to-

(A) maintain the bridge and the features that give it its historic significance; and

(B) assume all future legal and financial responsibility for the bridge, which may include an agreement to hold the State highway agency harmless in any liability action"; and

WHEREAS, in consideration of the estimated cost of demolition of the Historic Bridge, the City of Great Falls, P.O. Box 5021, Great Falls, Montana (hereinafter "City") has agreed to accept the ownership of the Historic Bridge, to hold MDT harmless in any liability action, and to assume all future legal and financial responsibility and liability associated with the Historic Bridge (including any future demolition) as set forth in this agreement; and

WHEREAS, the Montana State Historic Preservation Office (hereinafter "SHPO") has certain responsibilities pursuant to this Agreement, thereby said agency is also a party to this Agreement.

Therefore, the parties agree as follows:

This agreement is entered into this 3<sup>rd</sup> day of March, 1998, between MDT, the City, and the SHPO.

1. Transfer

By this agreement, the City agrees that, in addition to the payment of \$400,000 by MDT to the City described in (2.) below, MDT will transfer whatever interest it may have in the

Historic Bridge to the City. In addition, MDT will transfer at a later time \$78,500, less any amount necessary to satisfy any claims from Shumaker as stipulated in (2.) below, pursuant to the contract between Shumaker and MDT for the removal of the Historic Bridge.

The amounts mentioned in the preceding paragraph, which are transferred from MDT to the City, are to be used solely for restoration of the Historic Bridge, which include the costs for preparation of detailed engineering plans for the Historic Bridge and the integration of River's Edge Trail.

MDT transfers the Historic Bridge structure and not any easement or any other right to the bed of the Missouri River.

MDT may remove the Jersey rail now located on the Historic Bridge. The costs of such removal will be assumed by MDT and will not be considered part of the \$78,500 mentioned above. Such removal shall be coordinated with the City and will be done in such a way as not to diminish the historic integrity of the Historic Bridge.

The City agrees to accept ownership of the Historic Bridge and maintain the Historic Bridge and the features that give it historic significance.

MDT has made no representation and hereby assumes no obligations regarding access to the Historic Bridge, and the City agrees that it is fully responsible for securing any necessary access to the Bridge. Also, the City will be responsible for securing all necessary permits and easements from the appropriate federal and state agencies (i.e. Army Corps of Engineers, Montana Department of Natural Resources and Conservation, etc.). If the City desires access across, or an encroachment upon, any MDT owned rights-of-way or easements at the northern approach to the Historic Bridge, then the City shall apply for such access or encroachment through the then appropriate procedures, and such access or encroachment shall not be unreasonably denied by MDT.

## 2. Demolition Contract Costs

MDT will transfer \$400,000 to the City within 45 (forty-five) days of the execution of this agreement. The remaining amount, if any, will be transferred to the City only after MDT has satisfied any and all claims made by Shumaker. Any such claims must be properly documented before being paid and any and all such documentation provided by Shumaker will be provided to the City upon request. Final authority to pay or not pay any and all claims to Shumaker rests with MDT. Copies of any documents concerning the Shumaker claim will be made available to the City for its review and comment.

MDT, after execution of this agreement, shall issue to Shumaker a termination notice of their May 4, 1995, demolition contract with Shumaker.

### 3. Consultation with State Historic Preservation Officer

The City agrees that no rehabilitation or construction work shall be performed on the Historic Bridge unless and until the SHPO has given its opinion that the engineering plans and any other final plans are consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties.

Further, the City will not proceed with any such work on the Historic Bridge unless and until said work is approved by other government agencies which need to review the work plans for purposes of regulatory approval (e.g., Army Corps, Montana Department of Natural Resources & Conservation, etc.).

The City agrees that no contract shall be entered into for any rehabilitation or construction unless and until the SHPO has given its opinion that the proposed plan will not cause the Historic Bridge to lose its eligibility for the National Register of Historic Places, but will maintain the features that give the Bridge its historic significance.

The SHPO is of the opinion that the integration of the Trail with the north approach of the Historic Bridge is not inconsistent with the Secretary of Interior's Standards for the Treatment of Historic Properties.

### 4. Indemnification and Hold Harmless

The City agrees to protect, defend, and save MDT its elected and appointed officials, agents and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including but not limited to the costs of defense costs, (including attorney's fees) thereof, arising in favor of the City's employees or third parties, on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of City and/or its agents, employees, representative, assigns, contractors or subcontractors, except for claims arising from the gross negligence or intentional misconduct of MDT, its elected and appointed officials, agents and employees.

### 5. Environmental Liability

The City, its directors, supervisors, agents and employees, covenant not to sue, and indemnify MDT, its agents and employees from any and all third party claims and liability arising or related to all common law claims of environmental liability, civil and criminal statutory and regulatory claims including, but not limited to, any and all claims arising from or in any way related to the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U. S. C. § 6901, et seq., the Clean Water Act, as amended, 33 U. S. C. § 1251, et seq., the Clean Air Act, as amended, 42 U.S.C. § 741 et seq., the Solid Waste Disposal Act, as amended, 42 U.S.C. § 6901, et seq., including civil and criminal penalties

assessed by any federal, state, regional or local government entity or court for actions or non-actions by MDT, or the City, in any manner relating to or arising from MDT's ownership of, or activities upon, the Historic Bridge, except for any and all claims arising from the intentional violation of any of the above legal requirements or rights by MDT, its agents and employees, and claims of which MDT has or should have knowledge.

6. Claims Prior to Transfer

Further, MDT will remain liable for any and all claims arising from all incidents occurring prior to the date of transfer and MDT hereby agrees to disclose any known claims or potential claims of liability of which it has knowledge.

7. Sole Agreement

This Agreement contains the entire agreement between the parties and no statements, promises, or inducements made by either party which are not contained in this written Agreement shall be binding or valid.

8. Respective Legal Obligations

In completing their respective obligations under this Agreement, all parties shall at all times observe and comply with all existing laws, ordinances, and regulations, and other agencies of government and hold them harmless from all claims and liabilities due to negligent acts of its subcontractors, agents or employees during the performance of the work called for under this agreement.

9. Modification

No amendment, modification or waiver of the terms or conditions of this Agreement will be valid unless in writing and signed by both parties.

10. Separability

If any portion of this Agreement is found to be illegal by a court of competent jurisdiction, that portion will become null and void, but the remainder of the Agreement will continue in full force and effect.

**MONTANA DEPARTMENT OF TRANSPORTATION**

By *Maurice Dyer*

*Lytle Manley*  
Approved for Legal Content

**CITY OF GREAT FALLS**

By *John W. Johnson*

*David V. Childs*  
Approved for Legal Content

*Abra L. Reynolds*  
Attest

**STATE HISTORIC PRESERVATION OFFICE**

By *[Signature]*

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CF 979  
CR. 012098.00

**Public-Private Partnership Agreement  
for the Historic Tenth Street Bridge Between  
Preservation Cascade, Inc., the National Trust for Historic Preservation,  
and the City of Great Falls**

WHEREAS, the State of Montana, through the Montana Department of Transportation (hereinafter "MDT"), has agreed to transfer legal and financial responsibility for the Historic Tenth Street Bridge over the Missouri River in Great Falls, Montana (hereinafter "Historic Bridge") to the City of Great Falls (hereinafter "City"), pursuant to the Tenth Street Bridge Agreement between MDT and the City attached hereto as Exhibit A and incorporated by reference herein; and

WHEREAS, the National Trust for Historic Preservation, (hereinafter "National Trust") and Preservation Cascade, Inc., (hereinafter "Preservation Cascade") and the City have agreed to enter into a Public-Private partnership to preserve the Historic Bridge, which is listed, together with its approaches, on the National Register of Historic Places, as a lasting symbol for the Great Falls community; and to provide permanent, safe access to the Historic Bridge for the use of the public; and

WHEREAS, MDT had previously proposed to demolish the Historic Bridge, but has agreed not to demolish it, subject to the conditions and limitations specified in Exhibit A wherein the City assumes responsibility for the rehabilitation, maintenance and continued use of, and permanent and safe access to the Historic Bridge, and promises to spend the funds received from MDT that were originally intended to pay for the demolition of the Historic Bridge on rehabilitation of the Historic Bridge, in exchange for MDT's transfer of its legal and financial responsibility; and

WHEREAS, Preservation Cascade and the National Trust have agreed to undertake responsibility for raising substantial private funding for the rehabilitation and maintenance of the Historic Bridge, in order to ensure that no local tax funds will be used for the project; and

Therefore, the parties agree as follows:

This agreement is entered into this 20th day of March, 1998, between the City, the National Trust and Preservation Cascade.

1. Ownership & Liability

The City has accepted legal and financial responsibility for the Historic Bridge subject to the terms and conditions in the Tenth Street Bridge Agreement attached hereto as Exhibit A.

The City agrees that it will take no action to accept or pass title, ownership, or execute any other document purporting to transfer or affect title to the bridge, easements providing access

to the bridge, or the approaches to the bridge, without the review and opportunity for input of the Rehabilitation Advisory Committee described in Paragraph 3 below.

The City will be responsible for all contracting, insurance, and all other responsibilities arising from the rehabilitation and/or maintenance of the Historic Bridge.

## 2. Rehabilitation

The City will establish a design, construction, and rehabilitation advisory committee to advise the City on design, construction, and rehabilitation plans for the Historic Bridge according to the terms of Paragraph 3 below.

The City will provide the National Trust and Preservation Cascade with twice-annual progress reports until all funds raised by Preservation Cascade and paid to the City pursuant to this agreement (other than funds eventually designated for a long-term maintenance endowment) have been expended.

The City will cooperate with the fund-raising efforts of Preservation Cascade and the National Trust including, but not limited to, allowing or facilitating private and/or public access to the Historic Bridge for special fund-raising events, as long as reasonably feasible. The City further agrees to actively endorse grant applications made by Preservation Cascade and/or the National Trust which relate to rehabilitation and/or maintenance of the Historic Bridge and/or its approaches and which are consistent with City policies and priorities. In addition, as part of the City's recognized desire to assist the fund-raising efforts of Preservation Cascade and the National Trust once the City commences the process of removing damaged concrete from the bridge, the City will make available pieces of concrete free of charge, including balusters, to Preservation Cascade for fund-raising purposes. Donations and revenues received from Preservation Cascade as the result of use of the Historic Bridge or from fund-raising efforts for rehabilitation and maintenance of the Historic Bridge and its approaches shall be deposited in the Historic Bridge Trust Fund described in Paragraph 4 below and applied first to the commitment of funds by Preservation Cascade until that commitment is satisfied. After satisfaction of that commitment, such funds shall be applied only in ways expressly approved by the Design, Construction and Rehabilitation Advisory Committee described in Paragraph 3 below, for the best interests of rehabilitation and permanent public use of the bridge.

## 3. Design, Construction and Rehabilitation Advisory Committee

The City and Preservation Cascade will create a five member committee with two representatives designated by Preservation Cascade, two members designated by the City and the fifth member will be designated by the State Historic Preservation Office.

The Advisory Committee will make recommendations to the City Commission on the award of contracts to rehabilitation contractors in accordance with the procurement laws, policies, and regulations followed by the City. The Committee will be consulted on all issues

related to the design, construction, rehabilitation, costs, and future uses of the Historic Bridge and its approaches.

4. Funds for Rehabilitation

The City agrees that all funds received from the State, Preservation Cascade, the National Trust and other entities shall be deposited in the Historic Bridge Fund, and these funds will be spent on the rehabilitation and maintenance of the Historic Bridge which includes the preparation of detailed engineering plans and similar studies, the costs necessary to secure the Historic Bridge structure, access to the Historic Bridge, any easements necessary to provide access to and from the Historic Bridge, and the modification of the north approach and abutments to integrate the River's Edge Trail.

All parties agree that costs of rehabilitation must be presented to the Rehabilitation Advisory Committee for their recommendation before final approval of the City Commission.

Upon signing this contract Preservation Cascade will deposit \$50,000 with the City as the first installment of payments it has agreed to make pursuant to Paragraph 5. The City will place this amount in a separate Trust Account (hereinafter the "Historic Bridge Fund") to be used to account for all revenues and expenses related to the rehabilitation and maintenance of the Historic Bridge.

5. Payments by Preservation Cascade

The City will deposit all funds received from the State, Preservation Cascade, the National Trust, and other entities into the Historic Bridge Fund. The Historic Bridge Fund shall be an interest bearing account invested in the same manner as other City funds, with all investment proceeds credited to the Historic Bridge Fund. Interest earned on the money contributed to the Historic Bridge Fund by Preservation Cascade, will be credited towards Preservation Cascade's fund-raising commitments detailed below. A minimum balance of \$50,000 will be maintained in the Historic Bridge Fund until the later of (i) the City's receipt of Preservation Cascade's last payment on its fund-raising commitment as described below or (ii) repayment in full of any funds owed by Preservation Cascade to the National Trust pursuant to their Line of Credit Agreement attached hereto as Exhibit B and incorporated by reference herein. It is understood that the \$50,000 minimum balance can be used to repay the National Trust if necessary. Upon the fulfillment of Preservation Cascade's commitments, all monies on deposit in the Fund will be available for rehabilitation and maintenance, or for the establishment of a maintenance endowment fund.

In addition to the amount of \$50,000 required to be paid by Preservation Cascade upon execution of this agreement, \$100,000 will be paid to the City by Preservation Cascade by October 31, 1999, \$100,000 by May 31, 2001, and a final \$50,000 by January 31, 2003. All funds paid to the City by Preservation Cascade will be deposited into the Historic Bridge Fund described above. Prior to making any withdrawals from the Historic Bridge Fund for expenditure on the Historic Bridge, the Rehabilitation Advisory Committee (Paragraph 3) will develop a plan



for the specific use of the funds to be withdrawn.

6. Security for Rehabilitation Costs

The National Trust will guarantee the private fund-raising commitments of Preservation Cascade, subject to certain limitations set forth in the Line of Credit Agreement between the National Trust and Preservation Cascade. Any shortfall from Preservation Cascade under the schedule of payments provided in Paragraph 5 above will be made up by the National Trust subject to the terms of such Line of Credit Agreement provided, however, at no time will the National Trust's total outlay under the Line of Credit exceed \$100,000 nor will the National Trust's outlay exceed \$50,000 with respect to any one of the payments required in Paragraph 5.

7. Consultation with State Historic Preservation Officer

The City will enter contracts for construction and rehabilitation of the Historic Bridge in compliance with the terms set forth in Exhibit A such that the Historic Bridge will maintain its historic features, will not be severed from the banks of the Missouri River, and will remain qualified for listing on the National Register of Historic Places.

The parties agree that no contract shall be entered into for any rehabilitation or maintenance work on the Historic Bridge unless and until the SHPO has confirmed in writing that the proposed work plan is consistent with the Secretary of the Interior's Standards for the Treatment of Historic Properties and that the proposed plan will not cause the Historic Bridge to lose its eligibility for the National Register of Historic Places.

8. South Approach

It is agreed by the parties to this Agreement that the parties will take no action with respect to the south approach to the bridge that will interfere with land ownership agreements previously executed by and between the City, Montana Department of Transportation, and Falls Construction Company, without the voluntary approval of these parties.

Said land ownership agreements include: 1) a three party agreement dated October 12, 1994, by and between the City, Montana Department of Transportation and Falls Construction Company (a) for the City to sell 30,735 square feet of land to the Montana Department of Transportation, and (b) for the Montana Department of Transportation to trade said parcel to Falls Construction Company for 33,542 square feet of land needed for the south approach to the new 9th Street North Bridge; and 2) a two party agreement, dated October 12, 1994, by and between Falls Construction Company and the Montana Department of Transportation dealing with the rights of way (easements) for former segments of River Drive and 10th Street North, located at the south end of the Historic Bridge.

Further, the National Trust and Preservation Cascade and all of its individual board members agree not to undertake any legal action to challenge the land ownership agreements concerning the south approach described above.

Access to or from the south end of the Historic Bridge will be physically controlled with the installation of an architect designed barrier. The City agrees not to sever the Historic Bridge from the banks of the Missouri River nor to authorize any party or contractor to do so.

The parties recognize the long-term desirability of having integrated approaches to the Historic Bridge and agree to revisit the issues surrounding public access to the Historic Bridge from the south upon a change in ownership or other change in circumstances. In that event, the parties agree to consult in good faith within 30 days in order to determine the best strategy for initiating discussions with the new owner regarding access.

9. Integration of River's Edge Trail

The parties agree that River's Edge Trail is the City's first priority at the north end of the Historic Bridge. The Trail must be integrated with the north approach and cannot be blocked under any circumstances.

Additionally, the Trail cannot be precluded from being constructed in advance of the rehabilitation of the Historic Bridge. The parties agree that rehabilitation funds for the Historic Bridge will not be used for construction of the River's Edge Trail, other than for modification of the north approach and abutments to integrate the Trail.

10. Mediation

In the event of a dispute among the parties concerning any matter arising under this Agreement, the parties agree to make every effort to resolve the matter among themselves through good faith negotiations.

If the disputed matter cannot be resolved, the parties agree to submit the disputed matter to Judge Harry Pregerson for mediation, prior to seeking legal redress.

If mediation is unsuccessful in resolving the dispute, or Judge Pregerson is unavailable or for whatever reason declines to assist the parties, the parties may exercise their Constitutional rights to full legal redress.

11. Related Agreements

This Agreement makes reference to the following related agreements attached hereto and incorporated by reference: 1) Tenth Street Bridge Agreement (between MDT and the City), Exhibit A; 2) Line of Credit Agreement (between the National Trust and Preservation Cascade), Exhibit B.

12. Applicable Law

This Agreement is made in and will be governed by the laws of the State of Montana.

In completing their respective obligations under this Agreement, all parties shall at all times observe and comply with all existing laws, ordinances, and regulations, and other agencies of government and hold them harmless from all claims and liabilities due to negligent acts of its subcontractors, agents or employees during the performance of the work called for under this agreement.

13. Individual Immunity from Financial Liability

The City agrees not to seek legal recourse against individual signatories to this agreement and/or board members of Preservation Cascade for the fund-raising commitments of Preservation Cascade in this agreement. Individual board members will be immune from liability pursuant to Montana Code § 27-1-732.

14. Successor

This Agreement will be binding upon and will inure to the benefit of the parties, their successors and assigns

15. Modification

No amendment, modification or waiver of the terms or conditions of this Agreement will be valid unless in writing and signed by all parties.

16. Separability

If any portion of this Agreement is found to be illegal by a court of competent jurisdiction, that portion will become null and void, but the remainder of the Agreement will continue in full force and effect.

17. Personal Affirmation by Preservation Cascade Board Members

Preservation Cascade agrees to provide to the City a copy of its board resolution authorizing the signing of this agreement, and the minutes from that board meeting signed by all individual board members of Preservation Cascade, affirming all provisions in this agreement.

IN WITNESS WHEREOF, in person or by its duly authorized officer, Judge Pregerson, Preservation Cascade, the City, and the National Trust, have signed this agreement the day and year written above :

\_\_\_\_\_  
Judge Harry Pregerson

  
\_\_\_\_\_  
City of Great Falls 3/20/98

\_\_\_\_\_  
Preservation Cascade, Inc.

\_\_\_\_\_  
National Trust for Historic Preservation

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In completing their respective obligations under this Agreement, all parties shall at all times observe and comply with all existing laws, ordinances, and regulations, and other agencies of government and hold them harmless from all claims and liabilities due to negligent acts of its subcontractors, agents or employees during the performance of the work called for under this agreement.

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No amendment, modification or waiver of the terms or conditions of this Agreement will be valid unless in writing and signed by all parties.

16. Separability

If any portion of this Agreement is found to be illegal by a court of competent jurisdiction, that portion will become null and void, but the remainder of the Agreement will continue in full force and effect.

17. Personal Affirmation by Preservation Cascade Board Members

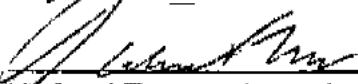
Preservation Cascade agrees to provide to the City a copy of its board resolution authorizing the signing of this agreement, and the minutes from that board meeting signed by all individual board members of Preservation Cascade, affirming all provisions in this agreement.

IN WITNESS WHEREOF, in person or by its duly authorized officer, Judge Pregerson, Preservation Cascade, the City, and the National Trust, have signed this agreement the day and year written above :

\_\_\_\_\_  
Judge Harry Pregerson

\_\_\_\_\_  
Preservation Cascade, Inc.

\_\_\_\_\_  
City of Great Falls

  
\_\_\_\_\_  
National Trust for Historic Preservation  
Richard Moe, President

**Amendment  
To the Public-Private Partnership Agreement  
For the Historic Tenth Street Bridge Between  
Preservation Cascade, Inc., the National Trust for Historic Preservation,  
And the City of Great Falls**

**WHEREAS**, Preservation Cascade, Inc., (hereinafter "Preservation Cascade") and the National Trust for Historic Preservation, (hereinafter "National Trust") and the City of Great Falls, (hereinafter "City") and Judge Harry Pregerson, (hereinafter "Judge Pregerson") entered into a public-private partnership agreement on the 20<sup>th</sup> day of March, 1998, which by reference is incorporated herein; and,

**WHEREAS**, Preservation Cascade and the National Trust agreed to undertake responsibility for raising substantial private funds for the rehabilitation and maintenance of the Historic Tenth Street Bridge (hereinafter "Bridge"); and,

**WHEREAS**, the National Trust agreed to guarantee the private fundraising commitments of Preservation Cascade, subject to certain limitations set forth in a Line of Credit Agreement between the National Trust and Preservation Cascade; and,

**WHEREAS**, Preservation Cascade has undertaken considerable effort to raise funds through numerous fundraiser events and activities, and through the successful preparation of applications for private, corporate, state and national grants; and,

**WHEREAS**, Preservation Cascade and the City have cooperatively overseen the completion of engineering design and Phase I restoration work on the Bridge, including the removal of railings; the sealing of minor cracks in the main arches; and, the major repair of joints, spandrel arches and columns; and,

**WHEREAS**, additional construction work remains for the complete rehabilitation and restoration of the Bridge; and,

**WHEREAS**, Preservation Cascade has substantially satisfied its financial commitments and responsibilities, as specified in the public-private partnership agreement, thus ensuring that no local tax funds would be used for the Bridge project; and,

**WHEREAS**, no amendment, modification or waiver of the terms or conditions of the original public-private partnership agreement would be valid unless in writing and signed by all parties,

**NOW, THEREFORE**, the parties agree as follows:

This amendment agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2002, by and between the City, the National Trust, Preservation Cascade and Judge Pregerson, whereby:

1. The City agrees that,
  - a. Preservation Cascade has met its financial commitments and responsibilities, as specified in the public-private partnership agreement, such that no local tax funds were used for the Bridge project; and,

- b. Preservation Cascade and the National Trust can terminate their Line of Credit Agreement, since there is no longer the need for the National Trust to guarantee the private fundraising commitments of Preservation Cascade; and,
  - c. A minimum balance of \$50,000 no longer needs to be maintained in the Historic Bridge Fund, since the City has received Preservations Cascade's final payment on its fundraising commitments and no payments are due to the National Trust pursuant to the Line of Credit Agreement. As such, all monies on deposit in the Fund are now available for rehabilitation and maintenance, or for the establishment of a maintenance endowment fund.
2. Preservation Cascade agrees that,
- a. It will continue with its fundraising efforts to secure sufficient funds to complete the rehabilitation and restoration of the Bridge, in accordance with the engineering plans and specifications approved by the Design, Construction and Rehabilitation Advisory Committee; and,
  - b. No local tax funds will be used for the Bridge project.
3. The National Trust agrees that,
- a. Preservation Cascade has met its financial commitments and responsibilities, as specified in the public-private partnership agreement; and,
  - b. Preservation Cascade can terminate its Line of Credit Agreement with the National Trust.
4. Judge Pregerson agrees that,
- a. Preservation Cascade has met its financial commitments and responsibilities, as specified in the public-private partnership agreement.
5. The terms and conditions specified in the original public-private partnership agreement remain in force, unless modified herein with this subsequent amendment agreement.

**IN WITNESS WHEREOF**, in person or by its duly authorized officer, Judge Pregerson, Preservation Cascade, the City, and the National Trust, have signed this amendment agreement the day and year written above:

---

Judge Harry Pregerson

---

City of Great Falls

---

Preservation Cascade, Inc.

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National Trust for Historic Preservation

## HISTORIC BRIDGE TRUST FUND AGREEMENT

THIS AGREEMENT is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 1998 by and between Preservation Cascade, Inc. ("PCI"), the National Trust for Historic Preservation in the United States ("National Trust") and the City of Great Falls ("City").

WHEREAS, the Tenth Street Bridge Agreement between PCI, the National Trust and the City establishes a public-private partnership to own, restore, preserve and reuse the historic Tenth Street Bridge over the Missouri River in Great Falls, Montana (the "Historic Bridge") for the benefit of residents of and visitors to Great Falls;

WHEREAS the Tenth Street Bridge Agreement requires PCI to raise a total of \$300,000 toward rehabilitation of the Historic Bridge in increments with the final payment due January 31, 2003;

WHEREAS the Tenth Street Bridge Agreement requires the National Trust to partially guaranty PCI's fund-raising obligation for the Historic Bridge project, subject to the terms and conditions incorporated in a line of credit agreement between PCI and the National Trust;

WHEREAS the Tenth Street Bridge Agreement requires the City to collect, invest and account for all funds received for the Historic Bridge from the State of Montana, PCI, the National Trust and other entities and to deposit such funds in a separate Trust and Agency Fund (the "Historic Bridge Fund").

NOW THEREFORE, based upon the mutual covenants and benefits referred to herein, the sufficiency of which consideration is hereby acknowledged, it is hereby agreed as follows:

1. Purpose of the Historic Bridge Fund. The City shall establish the Historic Bridge Fund for the purpose of accounting for all revenues and expenses related to the preservation, reuse and maintenance of the Historic Bridge in accordance with the provisions incorporated herein.

2. Deposits to the Historic Bridge Fund. Funds deposited in the Historic Bridge Fund will be accounted for as (i) a reserve, (ii) construction funds, or (iii) a maintenance endowment as follows:

A. The first \$50,000, to be deposited upon execution of the Tenth Street Bridge Agreement, shall be held in the Historic Bridge Fund as a reserve until the later of (i) PCI's fulfillment of its fund-raising obligations as outlined in the Tenth Street Bridge Agreement or (ii) repayment in full of any funds owed by PCI to the National Trust pursuant to their line of credit agreement. This \$50,000 reserve is to be used initially as security for any funds disbursed to PCI by the National Trust and, upon PCI's completion of all fund-raising and loan repayment obligations relative to the Historic Bridge project, as additional funding for the

construction and/or maintenance of the Historic Bridge.

B. Funds contributed to the Historic Bridge Fund by Montana Department of Transportation and any additional funds contributed by PCI and/or the National Trust shall be used to pay costs incurred for rehabilitation of the Historic Bridge pursuant to the terms and conditions of the Tenth Street Bridge Agreement and this agreement.

C. All funds remaining in the Historic Bridge Fund after PCI has fulfilled its \$300,000 commitment and full repayment of any obligations of PCI to the National Trust shall, the remaining funds shall be returned to PCI to use on further rehabilitation of the Historic Bridge or to fund a maintenance endowment account for future costs of maintaining the Historic Bridge.

D. The Historic Bridge Fund shall be an interest bearing account invested in the same manner as other City funds, with all investment proceeds credited to the Historic Bridge Fund. No funds from the Historic Bridge Fund may be transferred to any other fund of the City at any time.

3. Uses of Funds. All funds deposited in the Historic Bridge Fund shall be spent on the rehabilitation and maintenance of the Historic Bridge. Such rehabilitation and maintenance includes all costs related to the preparation of detailed engineering plans and related studies, stabilization of the Historic Bridge, the provision of access to the Historic Bridge including any easements required, and the modification of the north approach and abutments to integrate the River's Edge Trail. Provided that all fund-raising obligations to the City by PCI have been met, excess funds in the Historic Bridge Fund shall be used to repay any obligations of PCI to the National Trust. All expenditures from the Historic Bridge Fund must be approved by the City Commission acting upon the recommendation of the Design, Construction and Rehabilitation Advisory Committee established by the Tenth Street Bridge Agreement.

4. Control of Historic Bridge Fund. Subject only to the restrictions and conditions placed upon it herein and by the Tenth Street Bridge Agreement, the City shall be solely entitled to control and direct the investment and use of the Historic Bridge Fund.

5. Binding Effect. The terms and obligations of this agreement shall be binding upon and inure to the benefit of the successors and assigns of PCI, the National Trust and the City. The assignment of this agreement by any party hereto shall require the written consent of the other parties, which consent shall not be unreasonably withheld.

6. Severability. If any portion of this agreement is found to be illegal by a court of competent jurisdiction, that portion will become null and void, but the remainder of the agreement will continue in full force and effect.



7. Sole Agreement

BUT THIS ISN'T THE SOLE AGREEMENT [I think we should delete or modify this]

This Agreement contains the entire agreement between the parties and no statements, promises, or inducements made by either party which are not contained in this written Agreement shall be binding or valid.

8. Applicable Law

This Agreement is made in and will be governed by the laws of the State of Montana.

In completing their respective obligations under this Agreement, all parties shall at all times observe and comply with all existing laws, ordinances, and regulations, and other agencies of government and hold them harmless from all claims and liabilities due to negligent acts of its subcontractors, agents or employees during the performance of the work called for under this agreement.

9. Modification

No amendment, modification or waiver of the terms or conditions of this Agreement will be valid unless in writing and signed by both parties.

10. Notice

[provide appropriate organizational contacts]

IN WITNESS WHEREOF, the parties each have set their hands and seals the day, month and year hereinabove first written.

MAR 19 98 (THU) 10:27

P. 07

In completing their respective obligations under this Agreement, all parties shall at all times observe and comply with all existing laws, ordinances, and regulations, and other agencies of government and hold them harmless from all claims and liabilities due to negligent acts of its subcontractors, agents or employees during the performance of the work called for under this agreement.

13. Individual Immunity from Financial Liability

The City agrees not to seek legal recourse against individual signatories to this agreement and/or board members of Preservation Cascade for the fund-raising commitments of Preservation Cascade in this agreement. Individual board members will be immune from liability pursuant to Montana Code § 27-1-732.

14. Successor

This Agreement will be binding upon and will inure to the benefit of the parties, their successors and assigns

15. Modification

No amendment, modification or waiver of the terms or conditions of this Agreement will be valid unless in writing and signed by all parties.

16. Separability

If any portion of this Agreement is found to be illegal by a court of competent jurisdiction, that portion will become null and void, but the remainder of the Agreement will continue in full force and effect.

17. Personal Affirmation by Preservation Cascade Board Members

Preservation Cascade agrees to provide to the City a copy of its board resolution authorizing the signing of this agreement, and the minutes from that board meeting signed by all individual board members of Preservation Cascade, affirming all provisions in this agreement.

IN WITNESS WHEREOF, in person or by its duly authorized officer, Judge Pregerson, Preservation Cascade, the City, and the National Trust, have signed this agreement the day and year written above :

\_\_\_\_\_  
Judge Harry Pregerson

*[Handwritten Signature]* 3/20/98  
\_\_\_\_\_  
Preservation Cascade, Inc.

\_\_\_\_\_  
City of Great Falls

\_\_\_\_\_  
National Trust for Historic Preservation

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P. 07

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\_\_\_\_\_  
Judge Harry Pregerson

\_\_\_\_\_  
Preservation Cascade, Inc.

\_\_\_\_\_  
City of Great Falls

  
\_\_\_\_\_  
National Trust for Historic Preservation  
Richard Moe, President

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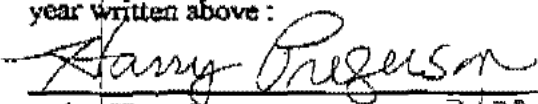
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Preservation Cascade agrees to provide to the City a copy of its board resolution authorizing the signing of this agreement, and the minutes from that board meeting signed by all individual board members of Preservation Cascade, affirming all provisions in this agreement.

IN WITNESS WHEREOF, in person or by its duly authorized officer, Judge Pregerson, Preservation Cascade, the City, and the National Trust, have signed this agreement the day and year written above :

  
\_\_\_\_\_  
Judge Harry Pregerson      3/20/98

\_\_\_\_\_  
City of Great Falls

\_\_\_\_\_  
Preservation Cascade, Inc.

\_\_\_\_\_  
National Trust for Historic Preservation

**DONATION**  
**QUITCLAIM DEED AND RELEASE**

THIS INDENTURE, made this 28<sup>th</sup> day of December, 2001, by and between **THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY**, a Delaware corporation, Grantor, and **EASTERN PLAINS RESOURCE CONSERVATION AND DEVELOPMENT AREA, INC.**, a non-profit corporation organized under the laws of the State of Montana, with its principal office at 123 West Main, Sidney, Montana 59270.

**WITNESSETH:** That the said Grantor, does hereby **DONATE, REMISE, RELEASE** and **FOREVER QUITCLAIM**, without any covenants of warranty whatsoever and without recourse to the Grantor, its successors and assigns, unto the said Grantee, its successors and assigns, all of its right, title and interest, if any, in on and to the property, which includes all improvements thereon, including but not limited to the Steel Span Bridge over the Yellowstone River and Underground Railroad Tunnel, subject however to all existing interests, including but not limited to all reservations, rights-of-way and easements, of record or otherwise, located in the County of McKenzie, State of North Dakota, more particularly described as follows:

All that portion of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 300 foot wide East Fairview to Watford City, North Dakota Branch Line property, now discontinued, being 150 feet wide on each side of said Railway Company's Main Track centerline as originally located and constructed upon, over and across Government Lots 1 and 2 and the West Half of the Northeast Quarter all of Section 35, Township 151 North, Range 104 West of the 5<sup>th</sup> Principal Meridian, McKenzie County, North Dakota, bounded on the Westerly side by the East Bank of the Yellowstone River and bounded on the Easterly side by a line drawn at right angles to said Main Track centerline at a point therein distant 2400 feet Northwesterly from the East line of said Section 35, as measured along said Main Track centerline; Also,

All that portion of The Burlington Northern and Santa Fe Railway Company's (formerly Great Northern Railway Company) 200 foot wide East Fairview to Watford City, North Dakota Branch Line property, now discontinued, being 100 feet wide on each side of said Railway Company's Main Track

1 *DPS*

centerline as originally located and constructed upon, over and across Government Lot 3 of Section 35, Township 151 North, Range 104 West of the 5<sup>th</sup> Principal Meridian, McKenzie County, North Dakota, bounded on the West by the West line of said Section 35 and bounded on the Easterly side by the West Bank of the Yellowstone River.

**SUBJECT**, however, to all existing interests, including but not limited to all reservations, rights-of-way and easements of record or otherwise; and further

Grantee has been allowed to make an inspection of the property and has knowledge as to the past use of the property and all improvements thereon including but not limited to Steel Span Bridge over the Yellowstone River at railroad Mile Post 3.25 and the underground tunnel at Mile Post 3.53. Based upon this inspection and knowledge, Grantee is aware of the condition of the property and **GRANTEE SPECIFICALLY ACKNOWLEDGES THAT GRANTEE IS PURCHASING THE PROPERTY IN AN "AS-IS WITH ALL FAULTS" BASIS WITH ANY AND ALL PATENT AND LATENT DEFECTS AND THAT GRANTEE IS NOT RELYING ON ANY REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND WHATSOEVER FROM GRANTOR AS TO ANY MATTERS CONCERNING THE PROPERTY**, including the physical condition of the property and any defects thereof, the presence of any hazardous substances, wastes or contaminants in, on or under the property, the condition or existence of any of the above ground or underground structures or improvements in, of or under the property, the condition of title to the property, and the leases, easements or other agreements affecting the property. Except as expressly provided herein, Grantee assumes the risk that hazardous substances and contaminants may be present on the property, and indemnifies, holds harmless and hereby waives, releases and discharges forever Grantor from any and all present or future claims or demands, and any and all damages, loss, injury, liability, claims or costs, including fines, penalties and judgments, and attorney's fees, arising from or in any way related to the condition of the property or alleged presence, use, storage, generation, manufacture, transport, release, leak, spill, disposal or other handling of any hazardous substances or contaminants in, on or under the property. Losses shall include without limitation (a) the cost of any investigation, removal, remedial or other response action that is required by any Environmental Law, that is required by judicial order or by order of or agreement with any governmental authority, or that is necessary or otherwise is reasonable under the circumstances, (b) capital expenditures necessary to cause the Grantor's remaining property or the operations or business of the Grantor on its remaining property to be in compliance with the requirements of any Environmental Law, (c) Losses for injury or death of any person, and (d) Losses arising under any Environmental Law enacted after transfer. The rights of Grantor under this section shall be in addition to and not in lieu of any other rights or remedies to which it may be entitled under this document or otherwise. This indemnity specifically includes the obligation of Grantee to remove, close, remediate, reimburse or take other actions requested or required by any governmental agency concerning any hazardous substances or contaminants on the property. The covenants and provisions set forth herein shall be binding upon Grantee, its successors, grantees and assigns and shall run with the land conveyed, however, Grantee's obligation to indemnify and hold harmless Grantor as set forth in this paragraph shall lapse and pass to its successor, grantee or assignee upon transfer of the property to such successor, grantee or assignee.

*DPB*

The term "Environmental Law" means any federal, state or local statute, regulation, code, rule, ordinance, order, judgment, decree, injunction or common law pertaining in any way to the protection of human health or the environment, including without limitation, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Toxic Substances Control Act, and any similar or comparable state or local law.

The term "Hazardous Substance" means any hazardous, toxic, radioactive or infectious substance, material or waste as defined, listed or regulated under any Environmental Law, and includes without limitation petroleum oil and any of its fractions.

Notwithstanding the foregoing, Grantee shall not be liable for any such Losses referenced hereinabove to the extent such Losses (a) result from a violation by Grantor or its predecessor companies of one or more Environmental Laws that existed on or prior to the date of Closing; and (b) to the extent that such Losses result from a violation by Grantor or its predecessor companies of one or more Environmental Laws that existed on or prior to the date of Closing, a written claim made by a party other than Grantee (whether presented to Grantor or Grantee) ("Claim") is delivered to Grantor within four years following the date hereof.

**Grantee acknowledges that, according to Grantor's records, Grantor's ownership interest in the Property may be subject to reversion upon abandonment of use for railroad purposes, and that the quitclaim deed releases and conveys only Grantor's ownership interest, if any it may have, in the Property and all improvements located thereon.**

**ALSO**, Grantee and its successors and assigns, by acceptance of this deed, agrees to assume future real estate taxes and assessments of every nature whatsoever, which may be levied against the premises.

**ALSO**, the Grantee and for its successors and assigns, by acceptance of this deed, hereby releases and forever discharges the Grantor, its successors and assigns, from any and all present or future obligations of the Grantor, its successors and assigns, including but not limited to the construction of or continued maintenance thereto of any railroad fences, snow fences, road crossings, cattle guards, gates, farm crossings, bridges, drainage or irrigation pipes, if any, located and situated on the premises herein conveyed.

**BY ACCEPTANCE OF THIS DEED**, Grantee acknowledges that a material consideration for this conveyance, without which it would not be made, is the agreement by the Grantee, for its successors and assigns, that the Grantor, its predecessors, successors and assigns shall be in no manner responsible to the Grantee and subsequent owner, purchaser, or any person interested therein for any and all claims, demands, damages, causes of action including loss of access, or suits regarding the quiet and peaceable possession of such premises, title thereto, or condition thereof.

**TO HAVE AND TO HOLD** the Property unto the said Grantee, its successors and assigns, forever.

3 DPS

IN WITNESS WHEREOF, the said Grantor has caused this instrument to be signed by its authorized representative, attested by its Assistant Secretary, and its corporate seal to be affixed hereto on the day and year first above written.

ACCEPTED: EASTERN PLAINS  
RESOURCE CONSERVATION AND  
DEVELOPMENT AREA, INC.

THE BURLINGTON NORTHERN AND  
SANTA FE RAILWAY COMPANY

By: [Signature]  
Title: *Chairman*

By: [Signature]  
Title:

ATTEST:

ATTEST:

By: [Signature]  
Title: *Administrative Assistant*

By: [Signature]  
Assistant Secretary





STATE OF MONTANA )  
 )ss.  
COUNTY OF RICHLAND )

On this 20th day of December, 2001, before me appeared Ray Trumppower, to me personally known, who being by me duly sworn, did say that he is Chairman of Eastern Plains Resource Conservation and Development Area, Inc., a non-profit Montana corporation, and that said instrument was signed in behalf of said corporation by authority of its Board of Directors or other applicable governing body and said he acknowledged said instrument to be the duly authorized free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

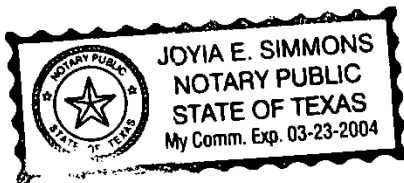
Leslie Tveit  
Notary Public

My Commission Expires: 2-2-2004

STATE OF TEXAS )  
 )ss.  
COUNTY OF TARRANT )

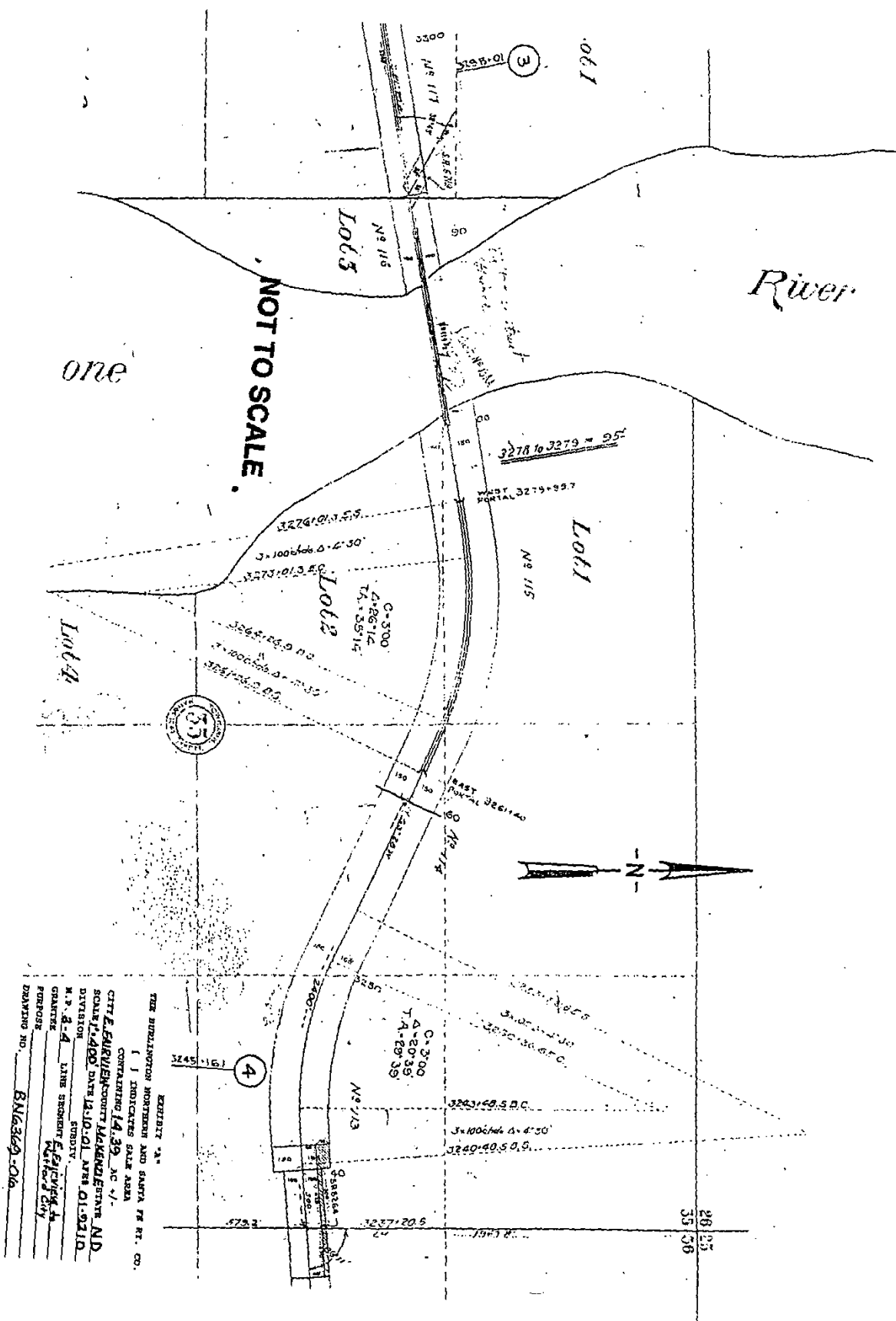
On this 28th day of December, 2001, before me appeared James J. O'Neil, to me personally known, who being by me duly sworn, did say that he is AVP Properties + Facilities Management of THE BURLINGTON NORTHERN AND SANTA FE RAILWAY COMPANY, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said he acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.



Joyia E. Simmons  
Notary Public

My Commission Expires: 3/23/04



NOT TO SCALE.

one

River

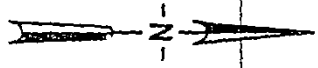


EXHIBIT "A"  
 THE WASHINGTON NORTHERN AND SOUTHERN RR. CO.  
 ( ) INDICATES SALE AREA  
 CONTAINING 14.39 AC +/-  
 CITY OF FARMINGTON, WASHINGTON  
 SOLELY FOR THE PURPOSE OF  
 DIVISION  
 M.P. 8-4  
 LINE SEGMENT FARMINGTON  
 CHARTER  
 NATION CITY  
 DRAWING NO. BNA369-016

281.25  
 351.50

Donation  
Quitclaim Deed & Release

FORM 60078 2-74

BN  
6369-06 J. Mirview McKenzie ND  
File Station County State  
01-9210 MAPS H-95  
A.F.E. Property Management Engineering

Eastern Plains Resource  
Conservation & Development Co. Inc.  
V. S. ND-31 BN-6369-06  
GN Sale No.

# MINNESOTA HISTORIC PROPERTY RECORD

## PART I. PROPERTY IDENTIFICATION AND GENERAL INFORMATION

**Common Name:** Stone Arch Bridge

**Bridge Number:** 27004

**Identification Number:** HE-MPC-0176

**Location:**

Feature Carried: Pedestrian Trail  
Feature Crossed: Mississippi River  
Descriptive Location: St. Anthony Falls  
Town, Range, Section: 29N-24W-23  
Town or City: Minneapolis  
County: Hennepin

**UTM:**

Zone: 15  
Easting: 479599  
Northing: 4980854

**Quad:**

Minneapolis  
7.5 Minute Series  
Not available

**Present Owner:**

State

**Present Use:**

Carries pedestrian and bicycle trail

**Significance Statement:**

The Stone Arch Bridge is a monumental symbol of the growth and expansion of James J. Hill's St. Paul, Minneapolis, and Manitoba Railway Company, which formed a significant portion of the Great Northern Railway and his railway empire in the Northwest. The bridge was a key element in his expansion to the Pacific, and it continues today to represent Hill's vision.

During the early 1870s, Hill was closely watching the Red River of the North that flowed north to Lake Winnipeg. Fort Garry (present-day Winnipeg) was a critical post for the Hudson Bay Company, which was trying to keep control over the Canadian fur trade but did not serve independent traders. Hill did service the individual traders, and in order to minimize this dangerous competition, Norman Kittson of the Hudson Bay Company decided to join with Hill to form the Red River Transportation Company.

Hill traveled up Red River in 1870 to investigate the cause of a French and Indian mob that had captured the Hudson's Bay Company post in Fort Garry. During that trip and others, Hill saw the

rich soil of the region and noticed the St. Paul & Pacific Railroad's steady decline. Grasshoppers were plaguing the farmers, and their presence made it difficult for locomotives to get traction on the rails. Hill thought that if he could buy the railroad line then he could make a profit from it by extending it to Fort Garry. The Panic of 1873 proved the final death blow for the St. Paul & Pacific, sending it into bankruptcy and receivership. Hill saw his chance to acquire the St. Paul & Pacific and other lines in similar crises.

But first Hill needed to secure more capital. He went to Norman Kittson. They each had a little money but needed much more, so they approached Donald Smith of the Hudson Bay Company and told him their plan for making the St. Paul & Pacific a profitable line. Smith offered money and talked with George Stephen, president of the Bank of Montreal. Stephen did not support the group at first in their efforts to acquire the line, but joined them three years later in their pursuit. The four, known as "the Associates," secured legislative changes, worked with bondholders, and worked for extended dates for construction of segments of rail line that were still required for completion. In March 1878, the Associates signed an agreement to purchase bonds controlled by Dutch investors. In total, they purchased the rail line, valued at \$19 million, for only \$5.4 million.

In May 1879, the St. Paul, Minneapolis, and Manitoba Railway Co. formed, with James J. Hill serving as general manager. Hill aggressively upgraded and expanded this railroad network, in part by bargaining for trackage rights with Northern Pacific Railway. Hill set his sights on crossing the continent, but before that could happen, he had to cross the Mississippi River.

Part of Hill's network included the Minneapolis Union Railroad (a belt line between St. Paul and St. Anthony). To provide access to a new railroad station in Minneapolis and to bring passenger traffic from St. Paul directly into the city's downtown business district, Hill and the City of Minneapolis formed a partnership to construct a bridge across the Mississippi River at St. Anthony Falls.

Hill originally wanted an iron bridge crossing the Mississippi above the Falls of St. Anthony at Nicollet Island. Bridge engineer Col. Charles C. Smith realized, however, that such a design would create a bottleneck on the river and could destabilize the eroding sandstone beneath the falls. The Falls had already been rendered unstable by the Eastman Tunnel disaster of 1869, and if a new bridge at this location further eroded the sandstone, the Falls could collapse causing a loss of its waterpower resources. Smith presented Hill with a bridge design that placed the east bank bridgehead below the Falls and the west bank bridgehead running parallel to the river in order to provide a straight entry into the Union Depot.

The 2100-foot bridge, designed by Colonel Smith, is composed of 23 Kasota limestone arches built on St. Cloud granite piers that rest on the St. Peter Sandstone bedrock. The spans vary in length from 40 to nearly 100 feet. The bridge's deck is located approximately 60 feet above the water. To meet the proposed Union Depot on the west riverbank, the bridge was designed with a 817-foot, six-degree curve at the west end. It carried double tracks with a deck width of approximately 24½ feet between the parapets.

In his article, "Hill's Folly: The Building of the Stone Arch Bridge", Ray Lowry described the materials used in the structure:

The foundations for the bridge's piers were built of solid granite hauled in from Sauk Rapids, Minnesota. All exposed work on the upper portion of the bridge was built of magnesium limestone quarried at Mankato, Minnesota, and Stone City, Iowa. Marble used for the trimming on the deck of the structure came from Bridgeport, Wisconsin. Limestone, used for the unexposed portions of the bridge, was quarried on the site. In all, 100,000 tones of stone were needed for the project and the logistics of supplying such a huge amount of material was no

simple matter. From June 1882 until November 1883, not less than five marble-laden railroad cars were contracted to leave Bridgeport each and every day. During the same period, 2,000 carloads of Mankato limestone were used.

In order to bond such a huge amount of stone together, an equally large amount of mortar was required. In all, 30,554 cubic yards of various cements were used on the project. Because much of the masonry work was done during the winter, a method of preparing cement in subfreezing temperatures had to be devised. Col. Smith, the chief engineer of the project, came up with a simple solution to this problem. Eight quarts of salt were incorporated into each barrel of cement and then mixed with hot water. The salt content of the solution prevented the cement from freezing and, upon drying, the salt was simply absorbed into the pores of the stone.

The bridge was constructed between 1881 and 1883. Hill employed 600 workers who worked throughout the summer and winter (utilizing horse and steam power) to complete the bridge. The total cost was approximately \$650,000.

Shortly after the bridge was constructed (between 1907 and 1910), the arches were reinforced. This included the installation of transverse steel rods between the spandrel walls, which were encased with concrete fill inside the spandrels. This was presumably done to counteract bulging of the spandrel walls due to poor drainage, but also served to allow heavier loads. In 1925 the railroad tracks were widened, and the parapet walls were cut back to accommodate the increased size of trains.

In 1962, two of the spans were replaced by a 196-foot Warren deck steel truss to allow river traffic to pass upstream to north Minneapolis, as part of the "Upper Harbor" project which also included two sets of locks and dams. The straight truss was set in the curved portion of the bridge, so its width was greater: 36 feet between the centerlines of the outer beams.

In April of 1965, a record flood of the Mississippi River undermined one of the piers and caused it and the two adjoining arches to sag about 14 inches. Repairs included reinforcement of the arch barrels in spans #6 & 7, and encasement of the footings on Piers #5, 6, & 7. Additional steel tie rods were installed to reinforce the spandrel walls, and many of the limestone blocks were refaced with concrete (scattered locations throughout the bridge).

In 1978, the last passenger train crossed the bridge and by 1982, the rail use had ceased. The line was officially abandoned in 1987. The Hennepin County Regional Railroad Authority purchased the bridge in 1989. Ownership was transferred to the Minnesota Department of Transportation in 1992. In 1993 the bridge was extensively remodeled for use as a pedestrian bridge (the bridge also carries tourist "trolley" busses). A.G. Lichtenstein & Associates provided the design, and the contract was awarded to Johnson Brothers Construction.

In 1994, the bridge was rehabilitated and opened to pedestrians, bicyclists and the River City Trolley. The deck features walking and bike lanes, metal safety rails, and ornamental light fixtures. An interpretative panel and view scopes were added in 1997.

Structural repairs conducted in 1993 to the stone arch spans included crack repair (using epoxy injection), and re-facing of numerous limestone blocks (with a 7" stone veneer). To prevent future bulging of the spandrel walls due to trapped water, all of the original spandrel fill (rock ballast) was removed. A waterproof membrane was placed on the interior spandrel surfaces, and a new drainage system was installed. The spandrel area was then re-filled with aggregate, and a bituminous roadway (flanked by concrete sidewalks) was placed on the bridge deck. The steel deck truss span was re-painted, and the truss bearings and expansion joints were replaced. Ornamental steel railings and light posts were installed along the entire length of the bridge.

The successful renovation and adaptive re-use of the Stone Arch Bridge has received numerous honors, including a 1995 award from the Minneapolis Heritage Preservation Commission and the Minneapolis Chapter of the American Institute of Architects, as well as a 1996 "Design for Transportation National Award" from the U.S. Department of Transportation. The Stone Arch Bridge now serves as a key link in the St. Anthony Falls Heritage Trail, connecting historic buildings and archaeological sites on both sides of the river.

The American Society for Civil Engineers listed the bridge in 1978 as a National Historic Engineering Landmark, stating that "it is acknowledged to be one of the finest stone viaducts in the world, due to its massive masonry, lofty arches, and graceful curvature."

The Stone Arch Bridge is a contributing element to the St. Anthony Falls Historic District under Criterion A. Also, the bridge is eligible under Criterion C as a significant engineering example of a stone arch railroad bridge.

**PART II. HISTORICAL INFORMATION**

**Date of Construction:**

1883

**Contractor and/or Designer (if known):**

Contractor:

Designer: Col. Charles C. Smith

**Historic Context:**

**National Register Criterion:**

A, C



### **PART III. DESCRIPTIVE INFORMATION**

#### **Descriptive Information:**

The 2100-foot bridge, designed by Colonel Smith, is composed of 23 Kasota limestone arches built on St. Cloud granite piers that rest on the St. Peter Sandstone bedrock. The spans vary in length from 40 to nearly 100 feet. The bridge's deck is located approximately 60 feet above the water. To meet the proposed Union Depot on the west riverbank, the bridge was designed with a 817-foot, six-degree curve at the west end. It carried double tracks with a deck width of approximately 24 ½ feet between the parapets.

## **PART IV. SOURCES OF INFORMATION**

### **References:**

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## **PART V. PROJECT INFORMATION**

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