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**PROGRAMMATIC AGREEMENT AMONG  
U.S. COAST GUARD,  
IOWA STATE HISTORIC PRESERVATION OFFICER, AND  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
FOR THE UPRR BRIDGE REPLACEMENT ON THE MISSISSIPPI RIVER BETWEEN CLINTON,  
CLINTON COUNTY, IOWA AND GARDEN PLAIN, WHITESIDE COUNTY, ILLINOIS**

9 **WHEREAS**, by an act of Congress approved June 21, 1940, entitled "The Truman-Hobbs Act," as  
10 amended (33 United States Code [U.S.C.] 511-523), the Secretary of Transportation was authorized to  
11 order the alteration of certain bridges across the navigable waters of the United States which have been  
12 determined to be unreasonable obstructions to navigation; and

13 **WHEREAS**, the Secretary of Transportation has delegated the authority of that act to the Commandant,  
14 United States Coast Guard (USCG), by Section 1.46(c)(3) of Title 49, Code of Federal Regulations (CFR);  
15 and

16 **WHEREAS**, the USCG has determined that the existing swing span railroad bridge over the Mississippi  
17 River between Clinton, Clinton County, Iowa and Garden Plain, Whiteside County, Illinois (Clinton  
18 Railroad Bridge) is an unreasonable obstruction to free navigation and has issued an Order to Alter to  
19 Union Pacific Railroad (UPRR), the owner of the Clinton Railroad Bridge; and

20 **WHEREAS**, in response to the USCG Order to Alter, UPRR proposes to remove and replace the Clinton  
21 Railroad Bridge with a new railroad bridge located approximately 300 feet south of the Clinton Railroad  
22 Bridge; and

23 **WHEREAS**, in addition to removal and replacement of the Clinton Railroad Bridge, UPRR will also remove  
24 and shift the existing railroad tracks and construct new railroad tracks; remove, relocate, or abandon  
25 existing signaling, operational equipment, and light and utility poles; install new equipment, lighting,  
26 and utilities; and acquire new railroad right-of-way; and

27 **WHEREAS**, the General Bridge Act of 1946, as amended (33 U.S.C. 525 [except (c)], 528, 530, 533) and  
28 Section 9 of the Rivers and Harbors Appropriation Act of 1899, as amended (33 U.S.C. 401, 403, 406,  
29 502), require the locations and plans of bridges and causeways across the navigable waters of the  
30 United States be submitted to and approved by the Secretary of Homeland Security prior to  
31 construction, and the Secretary of Homeland Security has delegated this permitting authority to the  
32 USCG through Department of Homeland Security Delegation Number 0170.1; and

33 **WHEREAS**, the removal and replacement of the Clinton Railroad Bridge qualifies as an undertaking  
34 under Section 106 of the National Historic Preservation Act of 1966, as amended (NHPA) (54 U.S.C.  
35 Section 300101 et seq.), and codified in implementing regulations, 36 CFR Part 800, because it is a  
36 project requiring federal permits and approvals; and

37 **WHEREAS**, the undertaking will occur within a navigable waterway requiring a USCG bridge permit, and  
38 authorization under Section 404 of the Clean Water Act and under Section 408 (33 United States Code  
39 408) U.S. Army Corps of Engineers (USACE) - Rock Island District; and

40

1 **WHEREAS**, the undertaking will require the removal of an easement from privately owned parcels  
2 enrolled in the Wetland Reserve Program by U.S. Department of Agriculture - Natural Resources  
3 Conservation Service; and

4 **WHEREAS**, the undertaking will require consultation with the U.S. Fish and Wildlife Service – Rock Island  
5 Field Office under Section 7 of the Endangered Species Act due to the presence of federally-listed  
6 endangered species in the area of the undertaking; and

7 **WHEREAS**, in accordance with 36 CFR 800.2(a)(2), the USCG contacted all other Federal agencies with  
8 jurisdiction related to the undertaking (U.S. Army Corps of Engineers - Rock Island District, U.S. Fish and  
9 Wildlife Service – Rock Island Field Office, and U.S. Department of Agriculture - Natural Resources  
10 Conservation Service), notifying them that the USCG will serve as the lead Federal agency for all  
11 environmental laws, including Section 106 of the NHPA, and no Federal agencies objected; and

12 **WHEREAS**, the USCG formally initiated Section 106 consultation with the Iowa and Illinois State Historic  
13 Preservation Officers (SHPOs) in letters dated October 17, 2017; and

14 **WHEREAS**, the USCG, in consultation with the Iowa and Illinois SHPOs, established the Area of Potential  
15 Effects (APE), as defined by 36 CFR 800.16(d), on October 17, 2017, and then expanded the APE on June  
16 1, 2018, to further consider visual and other proximity effects from the undertaking; and

17 **WHEREAS**, the APE includes all areas that have the potential to be directly or indirectly affected by the  
18 undertaking in Clinton County, Iowa and Whiteside County, Illinois, comprising a total of 510.63 acres  
19 (Appendix A); and

20 **WHEREAS**, as design and construction progresses, the APE may need to be altered, and if so, the USCG  
21 shall propose and document modifications to the APE throughout the duration of this Programmatic  
22 Agreement (PA) in accordance with the stipulations of this PA; and

23 **WHEREAS**, the USCG recognizes the sovereignty of Federally recognized tribes and respects their  
24 expertise in identifying, interpreting, and assessing the religious and cultural significance of Native  
25 American historic properties on and off Tribal lands; and

26 **WHEREAS**, the USCG has initiated formal government-to-government consultation with Native  
27 American tribes and sent notification letters on May 15, 2017, to the Iowa Tribe of Oklahoma, Sac and  
28 Fox Tribe of the Mississippi in Iowa, Omaha Tribe of Nebraska and Iowa, Iowa Tribe of Kansas and  
29 Nebraska, Citizen Potawatomi Nation, Forest County Potawatomi Community, Ho-Chunk Nation, Miami  
30 Tribe of Oklahoma, Otoe-Missouria Tribe, Ponca Tribe of Nebraska, and Winnebago Tribe of Nebraska;  
31 and

32 **WHEREAS**, the USCG initiated formal government-to-government consultation with additional Native  
33 American tribes and sent notification letters on May 14, 2019 to the Kickapoo Tribe of Oklahoma, Prairie  
34 Band of Potawatomi Nation, Upper Sioux Community, Yankton Sioux Tribe of the Ihanktonwan Nation,  
35 Sisseton Wahpeton Oyate of the Lake Traverse Reservation, Shakopee Mdewakanton Sioux Community  
36 of Minnesota, and Flandreau Santee Sioux Tribe of South Dakota; and

37 **WHEREAS**, the Miami Tribe of Oklahoma responded on November 9, 2018 and accepted the USCG’s  
38 invitation to participate in consultation; and

1 **WHEREAS**, the Forest County Potawatomi Community responded on November 21, 2018, and stated  
2 they saw no effects to historic properties but in the event that human remains or archaeological  
3 materials are exposed as a result of construction activities, work must halt and the Tribe must be  
4 included in any consultation regarding treatment and disposition of the find prior to removal, and they  
5 later requested copies of all archaeological reports; and

6 **WHEREAS**, on June 17, 2019, the Osage Nation responded to the USACE Section 404/408 public notice  
7 and requested to review copies of all archaeological reports; and

8 **WHEREAS**, the USCG committed to providing copies of all archaeological reports to the Forest County  
9 Potawatomi Community and the Osage Nation as soon as they were available; and

10 **WHEREAS**, no other Tribes responded; and

11 **WHEREAS**, the USCG invited stakeholders, including local governments, historical societies, and  
12 interested parties to participate in the Section 106 process via invitation to comment letters on July 12,  
13 2018, and follow-up phone calls the week of July 31, 2018, and held consultation meetings on July 31  
14 and October 9, 2018, and February 13, 2019, and may hold future consultation meetings as warranted  
15 (see Appendix B for list of Signatories and Concurring Parties); and

16 **WHEREAS**, the undertaking is complex in its scope and the USCG, in consultation with the Iowa SHPO,  
17 proposes a phased approach to identify and evaluate historic properties in Iowa and to assess the  
18 magnitude of the effects upon them as allowed by 36 CFR 800.4(b)(2); and

19 **WHEREAS**, to date, the USCG identified 24 historic properties of the built environment within the APE,  
20 including two historic properties listed in the National Register of Historic Places (NRHP) - the Clinton  
21 Public Library (Iowa SHPO #23-00340) and the Armstrong Building (Iowa SHPO #23-00340) - and 22  
22 historic properties determined eligible for listing in the NRHP (see Appendix C for list of historic  
23 properties in the APE and Appendix D for a map showing their locations); and

24 **WHEREAS**, the Iowa SHPO concurred with eligibility determinations for the UPRR Geneva Subdivision  
25 historic district (Iowa SHPO #23-01935) and its contributing elements: Clinton Railroad Bridge (Iowa  
26 SHPO #23-01180), Chicago & North Western Railroad (C&NW) Powerhouse (Iowa SHPO #23-01983),  
27 C&NW Depot (Iowa SHPO #23-00638), 2nd Street Bridge (Iowa SHPO #23-01981), and 4th Street Bridge  
28 (Iowa SHPO #23-01980), on February 27, 2018; and

29 **WHEREAS**, the Clinton Railroad Bridge Ruins (Iowa SHPO #23-02005) were added as a contributing  
30 element of the UPRR Geneva Subdivision historic district in June 2019 at the request of Iowa SHPO; and

31 **WHEREAS**, the Illinois SHPO concurred with eligibility determinations for the UPRR Geneva Subdivision  
32 historic district and the Clinton Railroad Bridge on January 7, 2019; and

33 **WHEREAS**, the APE in Illinois was surveyed for archaeological resources and one resource was identified  
34 (site 11WT356) and determined not eligible for the NRHP, and Illinois SHPO concurred with these  
35 findings and, on September 12, 2018, agreed that Phase I survey was adequate and that no significant  
36 archaeological resources are located within that portion of the APE that is situated in Illinois; and

37 **WHEREAS**, the identification of archaeological resources within the APE in Iowa is ongoing, in  
38 consultation with the Iowa SHPO; and

1 **WHEREAS**, seven of the 22 NRHP-eligible built environment historic properties are within the  
2 undertaking footprint and may be physically impacted - the UPRR Geneva Subdivision historic district  
3 and the Clinton Railroad Bridge, Clinton Railroad Bridge Ruins, Powerhouse, C&NW Depot, 2nd Street  
4 Bridge, and 4th Street Bridge, which are contributing elements to the historic district; and

5 **WHEREAS**, the USCG, in consultation with the Iowa and Illinois SHPOs, has found that the undertaking  
6 will have an adverse effect on historic properties from the removal and replacement of the Clinton  
7 Railroad Bridge and the demolition of the C&NW Depot, and additional adverse effects may be  
8 identified; and

9 **WHEREAS**, the USCG, in consultation with the Iowa and Illinois SHPOs, has determined that the  
10 development of a PA in accordance with 36 CFR 800.14(b)(1)(ii) is warranted because effects on historic  
11 properties cannot be fully determined prior to approval of the undertaking; and

12 **WHEREAS**, in accordance with 36 CFR Section 800.6(a)(1)(i)(C), the USCG notified the Advisory Council  
13 on Historic Preservation (ACHP) with specified documentation that the undertaking will have an adverse  
14 effect on historic properties and its decision to pursue a PA, and invited their participation on January  
15 29, 2019, and the ACHP has chosen not to participate in the consultation; and

16 **WHEREAS**, “Signatories” as defined in 36 CFR 800.6(c)(1) have the sole authority to execute, amend, or  
17 terminate this agreement, and “Invited Signatories” as defined in 36 CFR 800.6(c)(2) have the same  
18 rights with regard to seeking amendment or termination of this agreement as the Signatories; and

19 **WHEREAS**, any reference within this PA to a “Signatory” includes Signatories and Invited Signatories;  
20 and

21 **WHEREAS**, Concurring Parties are asked to concur in this PA, indicating acceptance of the process  
22 leading to the PA and a desire and willingness to participate in future consultations if needed, but  
23 cannot prevent the PA from being executed, amended, or terminated; and

24 **WHEREAS**, the Signatories have agreed to certain mitigation measures (Appendix E) and in so doing  
25 recognize that these measures may be subject to change due to the complexity of the undertaking, and  
26 therefore agree that the contents of Appendix E may be altered without formal amendment of this PA  
27 to retain flexibility to adapt to changes as needed; and

28 **WHEREAS**, because of its role and responsibilities as the property owner and permit applicant, the  
29 USCG has invited UPRR to sign this PA as an Invited Signatory; and

30 **WHEREAS**, because of its role and responsibilities as a Cooperating Agency under the National  
31 Environmental Policy Act and because the undertaking requires authorization under Section 404 of the  
32 Clean Water Act and under Section 408, USACE, Rock Island District requested to participate in this  
33 consultation as an Invited Signatory and the USCG agreed; and

34 **WHEREAS**, because of their duties as federal agencies related to the undertaking, the USCG invited the  
35 Natural Resources Conservation Service and the U.S. Fish and Wildlife Service to sign this PA as  
36 Concurring Parties; and

37 **WHEREAS**, the USCG shall seek and consider the views of the public and shall provide information to the  
38 public about the undertaking and its effects on historic properties in a manner that observes  
39 confidentiality requirements as necessary; and

1 **WHEREAS**, the Signatories want to provide the public access to information and education about  
2 historic properties in and around the UPRR Bridge Replacement project; and

3 **WHEREAS**, all time designations in this PA will be in calendar days, unless otherwise noted;

4 **NOW, THEREFORE**, the USCG, USACE, Iowa SHPO, Illinois SHPO, and UPRR agree that the USCG shall  
5 ensure that the following stipulations are implemented in order to take into account the effects of the  
6 undertaking on historic properties, and that these stipulations will govern the undertaking and all of its  
7 parts.

8 **STIPULATIONS**

9 The USCG shall ensure that the following stipulations of this PA are carried out, and other federal  
10 agencies involved in the undertaking will mandate compliance with the terms of this PA as a condition of  
11 their permits and approvals:

12 **I. AREA OF POTENTIAL EFFECTS**

13 The APE may require minor amendments due to project design changes or construction  
14 methodologies.

- 15 A. UPRR shall notify the USCG in writing of requested changes to the APE within seven (7) days  
16 of learning a change is needed.
- 17 B. The USCG shall notify Signatories of changes to the APE and provide a map showing the  
18 existing APE and the proposed amendment(s), accompanied by a written explanation of the  
19 reason for amending the APE, within fifteen (15) days of the USCG being informed by UPRR  
20 of the need for an amendment(s).
- 21 C. Signatories will have thirty (30) days to review and comment on the amended APE.
- 22 D. The USCG shall take all comments into consideration when finalizing the amended APE.
- 23 E. The USCG shall submit the finalized amended APE to the Signatories within thirty (30) days  
24 of receiving comments.
- 25 F. Any disagreements on amendment(s) to the APE will be resolved as stated in Stipulation XI.
- 26 G. Once APE amendments are finalized, UPRR shall file them electronically with the ACHP  
27 through e-106.

28 **II. MITIGATION MEASURES AND ADDITIONAL IDENTIFICATION AND EVALUATION EFFORTS**

29 Prior to construction, the USCG or its agent, in consultation with the Signatories, shall develop  
30 mitigation measures to resolve adverse effects on historic properties that may result from the  
31 undertaking, as well as additional identification and evaluation efforts. Those measures are  
32 contained in Appendix E. Appendix E may be amended or updated without amendment of this  
33 PA, as long as all Signatories agree to the proposed changes. Agreement will be provided by the  
34 Signatories via electronic mail to the USCG. If any Signatory disagrees with proposed changes to  
35 Appendix E, the USCG shall consult with all Signatories to resolve the objection. If the USCG  
36 cannot resolve the objection, the disagreement will be resolved as stated in Stipulation XI.A.

37

1 **III. UNANTICIPATED DISCOVERIES PLAN**

2 A. In the event previously unrecorded properties are discovered during construction or  
3 previously identified historic properties are affected in an unanticipated manner, UPRR shall  
4 adhere to the following procedures in accordance with 36 CFR 800.13:

5 1. Immediately cease, or cause to stop, any activities within 100 feet of the suspected  
6 discovery or effect and consult with the USCG and the appropriate SHPO to  
7 determine if additional investigation or actions are warranted. UPRR shall notify the  
8 USCG and appropriate SHPO by telephone or in person within twenty-four (24)  
9 hours of the discovery of the property or effect.

10 2. The USCG and appropriate SHPO shall respond to the notification within two (2)  
11 business days.

12 a) If the USCG and appropriate SHPO determine that further investigation  
13 of the discovery or further actions to address the effect are not necessary,  
14 activities may resume with no further action required.

15 b) If the USCG and appropriate SHPO agree that further investigations are  
16 warranted, UPRR shall ensure that a treatment plan is prepared and distributed  
17 to the USCG and appropriate SHPO.

18 c) If the USCG and appropriate SHPO agree on the adequacy of the  
19 treatment plan within fourteen (14) days of receipt, or if the USCG or  
20 appropriate SHPO fail to respond with comments within fourteen (14) days of  
21 receipt of the plan, UPRR shall ensure the treatment plan is implemented.

22 d) If archaeological data recovery is the agreed upon treatment for  
23 responding to a post-review discovery, UPRR shall prepare a data recovery plan  
24 in consultation with the appropriate SHPO.

25 3. Any disagreements between the USCG, appropriate SHPO, and UPRR concerning the  
26 need for further investigations or the scope of effort shall be addressed in  
27 accordance with Stipulation XI of this PA.

28 **IV. TREATMENT OF HUMAN REMAINS**

29 If human remains are encountered during archaeological investigations or construction activity,  
30 UPRR shall ensure that work within 100 feet of the remains will cease and the site will be  
31 secured. UPRR will notify all Signatories to this PA within twenty-four (24) hours of the  
32 discovery.

33 A. The following shall occur if the human remains are encountered in Iowa.

34 1. UPRR shall contact the following entities immediately upon discovery: local law  
35 enforcement, the State Medical Examiner, and the director of the Bioarchaeology  
36 Program at the Office of the State Archaeologist (OSA) either directly or through the  
37 State Archaeologist.

38 2. All ancient human remains (over 150 years old) in Iowa are protected by the

1 following sections of the Iowa Code: Chapter 263B, 523I.316(6) and 716.5.

2 3. If the remains are determined to be less than 150 years old, UPRR will notify the  
3 Iowa Department of Public Health.

4 4. If the remains are determined to be ancient, the Bioarchaeology Program at the OSA  
5 will have jurisdiction to ensure that the Iowa Code is observed. The disposition of the  
6 remains will be arranged by the director of the Bioarchaeology Program and the State  
7 Archaeologist, in consultation with the culturally affiliated Tribe(s) and the OSA's Indian  
8 Advisory Council. Procedures outlined in the OSA/tribal NAGPRA agreement for  
9 culturally unidentifiable human remains will be followed if cultural affiliation cannot be  
10 determined.

11 B. If human remains are encountered in Illinois, UPRR shall contact the Chief Archaeologist in  
12 the Illinois SHPO immediately upon discovery.

13 **V. CURATION**

14 UPRR, in consultation with the USCG and the appropriate SHPO, shall ensure that all  
15 archaeological materials and records resulting from historic properties identification and  
16 evaluation efforts for the undertaking are curated at a repository within the appropriate state  
17 that meets curatorial standards established at 36 CFR Part 79.

18 **VI. COST OF COMPLIANCE**

19 The costs for compliance with the above Stipulations will be borne by UPRR and not by the  
20 USCG, SHPOs, USACE, or other parties.

21 **VII. PROFESSIONAL QUALIFICATIONS**

22 All work carried out pursuant to this PA will be developed and/or implemented by or under the  
23 direct supervision of a person or persons meeting or exceeding the minimum professional  
24 qualifications, appropriate to the affected resource(s), listed in the *Secretary of the Interior's*  
25 *Professional Qualification Standards* (Appendix A of 36 CFR Part 61, amended in 1992).

26 **VIII. ELECTRONIC COPIES**

27 The USCG shall provide the Signatories and Concurring Parties with one legible, full-color,  
28 electronic copy of the fully executed PA and its Attachments no more than 30 days after  
29 execution. If the electronic copy is too large to send via email, the USCG shall provide each  
30 Signatory and Concurring Party with a copy of the executed PA via a CD or flash drive.

31 **IX. DURATION**

32 This PA will expire if its terms are not carried out within ten (10) years from the date of issuance  
33 of the USCG bridge permit. Prior to such time, the USCG may consult with the other Signatories  
34 to reconsider the terms of the PA, amend it in accordance with Stipulation XII, or extend its  
35 period of duration.

36 **X. MONITORING AND REPORTING**

37 Each year following the execution of this PA until it expires, is terminated, or the stipulations  
38 are completed, UPRR shall provide all parties to this PA a summary report detailing work

1           undertaken pursuant to its terms. Such report will include all proposed scheduling changes and  
2           disputes or objections received in UPRR’s efforts to carry out the terms of this PA.

3   **XI. DISPUTE RESOLUTION**

4           If any Signatory to this agreement objects to any actions conducted during the term of this PA or  
5           to the manner in which the terms of this PA are implemented, the USCG shall consult with all  
6           Signatories to resolve the objection. If the USCG determines that such objection(s) cannot be  
7           resolved, the USCG shall:

8           A. For all disputes except those concerning eligibility for the NRHP, forward all documentation  
9           relevant to the dispute, including the USCG’s proposed resolution, to the ACHP and all  
10          Signatories. The ACHP shall provide the USCG with its advice on the resolution of the  
11          objection within thirty (30) calendar days of receiving documentation. Prior to reaching a  
12          final decision on the dispute, the USCG shall prepare a written response that takes into  
13          account any timely advice or comments regarding the dispute from the ACHP and  
14          Signatories, and provide them with a copy of this written response. The USCG shall then  
15          proceed according to its final decision.

16                 1. If the ACHP does not provide its advice regarding the dispute within the thirty (30)-  
17                 day time period, the USCG may make a final decision regarding the dispute and  
18                 proceed accordingly. Prior to reaching a final decision, the USCG shall prepare a  
19                 written response that takes into account any timely advice or comments regarding  
20                 the dispute from the Signatories to the PA and provide them and the ACHP with a  
21                 copy of such written response.

22          B. For disputes concerning eligibility for the NRHP, if the USCG cannot reach agreement with  
23          either SHPO on a determination of eligibility, the USCG shall submit a letter of request for a  
24          determination of eligibility with a description, statement of significance, photographs, and a  
25          map to the Keeper of the NRHP, National Park Service, Department of the Interior, and  
26          include the opinion of the relevant SHPO. The Keeper of the NRHP will respond in writing to  
27          the USCG’s request within 45 days of receipt of a documented request, as mandated by 36  
28          CFR 62.3(e). The decision of the Keeper of the NRHP shall be final and accepted by all  
29          parties.

30          C. The USCG’s responsibility to carry out all other actions subject to the terms of this PA that  
31          are not the subject of the dispute remain unchanged.

32          D. Unless all Signatories agree that the dispute warrants a cessation of work, the USCG shall  
33          not require work to cease on the proposed project while the dispute is being reviewed,  
34          provided that such work will not influence, impede, or prevent efforts to resolve the  
35          dispute; will not compromise or prevent consideration of alternatives to mitigate adverse  
36          effects; and will not violate any terms of this agreement.

37   **XII. AMENDMENTS**

38           This PA may be amended when such an amendment is agreed to in writing by all Signatories.  
39           The amendment will be effective on the date a copy signed by all the Signatories is filed with the  
40           ACHP.

41   **XIII. EFFECTIVE DATE**



1 This PA will be executed in counterparts, with a separate page for each Signatory, and the USCG  
2 shall ensure that each Signatory is provided with a fully executed copy. Once it is signed by the  
3 USCG as the lead federal agency, this PA becomes effective upon the date it is signed by the  
4 Iowa and Illinois SHPOs. Pursuant to 36 CFR § 800.6(b)(1)(iv), the USCG shall submit a copy of  
5 the executed agreement to the ACHP.

6 **XIV. TERMINATION**

7 A. If any Signatory to this PA determines that its terms will not or cannot be carried out, that  
8 party shall immediately consult with the other parties to attempt to develop an amendment  
9 per Stipulation XII. If, within thirty (30) calendar days, an amendment cannot be reached,  
10 any Signatory - may terminate the PA upon written notification to the other Signatories.

11 B. Once the PA is terminated, and prior to work continuing on the project, the USCG must  
12 either:

- 13 1. Execute another PA pursuant to 36 CFR Section 800.6, or
- 14 2. Request, take into account, and respond to the comments of the ACHP under 36 CFR  
15 Section 800.7(a). The USCG shall notify the Signatories as to the course of action it will  
16 pursue. If this PA is terminated, the USCG and all other Federal agencies with a Section  
17 106 responsibility for the Clinton Railroad Bridge replacement would each retain their  
18 responsibility for Section 106 compliance.

19 **Execution** of this PA by the USCG, USACE, Iowa SHPO, Illinois SHPO, and UPRR and implementation of its  
20 terms, is evidence that the USCG has taken into account the effects of this undertaking on historic  
21 properties and afforded the ACHP an opportunity to comment.

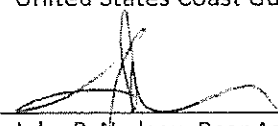
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ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
FOR THE UPRR BRIDGE REPLACEMENT ON THE MISSISSIPPI RIVER BETWEEN CLINTON,  
CLINTON COUNTY, IOWA AND GARDEN PLAIN, WHITESIDE COUNTY, ILLINOIS

Signatory:

United States Coast Guard



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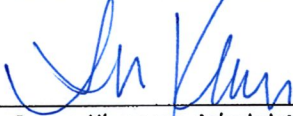
John P. Nadeau, Rear Admiral, U.S. Coast  
Guard Commander, Eighth Coast Guard District

Date 29 Nov 2019

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CLINTON COUNTY, IOWA AND GARDEN PLAIN, WHITESIDE COUNTY, ILLINOIS

8  
9 Signatory:

10  
11 Iowa State Historic Preservation Officer



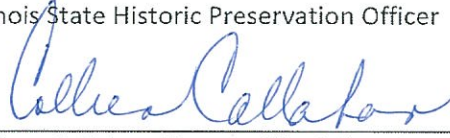
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Susan Kloewer, Administrator, State Historical Society of Iowa/State  
Historic Preservation Officer

Date 1/30/2020

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CLINTON COUNTY, IOWA AND GARDEN PLAIN, WHITESIDE COUNTY, ILLINOIS

Signatory:

Illinois State Historic Preservation Officer  


Colleen Callahan, Director, Illinois Department of Natural Resources

Date 1-3-2020

**APPROVED FOR EXECUTION**  
Date: 1-13-2020  
Legal Counsel: 

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Invited Signatory:

United States Army Corps of Engineers

\_\_\_\_\_  
Steven M. Sattinger, COL, EN, Commanding

Date \_\_\_\_\_

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**PROGRAMMATIC AGREEMENT AMONG  
U.S. COAST GUARD,  
IOWA STATE HISTORIC PRESERVATION OFFICER, AND  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
FOR THE UPRR BRIDGE REPLACEMENT ON THE MISSISSIPPI RIVER BETWEEN CLINTON,  
CLINTON COUNTY, IOWA AND GARDEN PLAIN, WHITESIDE COUNTY, ILLINOIS**

Invited Signatory:

Union Pacific Railroad



\_\_\_\_\_  
Steve Cheney, Director of Design and Environmental

Date

2/18/2020

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2  
3 **PROGRAMMATIC AGREEMENT AMONG**  
4 **U.S. COAST GUARD,**  
5 **IOWA STATE HISTORIC PRESERVATION OFFICER, AND**  
6 **ILLINOIS STATE HISTORIC PRESERVATION OFFICER**  
7 **FOR THE UPRR BRIDGE REPLACEMENT ON THE MISSISSIPPI RIVER BETWEEN CLINTON,**  
8 **CLINTON COUNTY, IOWA AND GARDEN PLAIN, WHITESIDE COUNTY, ILLINOIS**

9 Concurring Party:  
10  
11

Natural Resources Conservation Service

\_\_\_\_\_  
Name and Title

\_\_\_\_\_ Date \_\_\_\_\_

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**PROGRAMMATIC AGREEMENT AMONG  
U.S. COAST GUARD,  
IOWA STATE HISTORIC PRESERVATION OFFICER, AND  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
FOR THE UPRR BRIDGE REPLACEMENT ON THE MISSISSIPPI RIVER BETWEEN CLINTON,  
CLINTON COUNTY, IOWA AND GARDEN PLAIN, WHITESIDE COUNTY, ILLINOIS**

Concurring Party:

U.S. Fish and Wildlife Service

\_\_\_\_\_  
Name and Title

Date \_\_\_\_\_

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**PROGRAMMATIC AGREEMENT AMONG  
U.S. COAST GUARD,  
IOWA STATE HISTORIC PRESERVATION OFFICER, AND  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
FOR THE UPRR BRIDGE REPLACEMENT ON THE MISSISSIPPI RIVER BETWEEN CLINTON,  
CLINTON COUNTY, IOWA AND GARDEN PLAIN, WHITESIDE COUNTY, ILLINOIS**

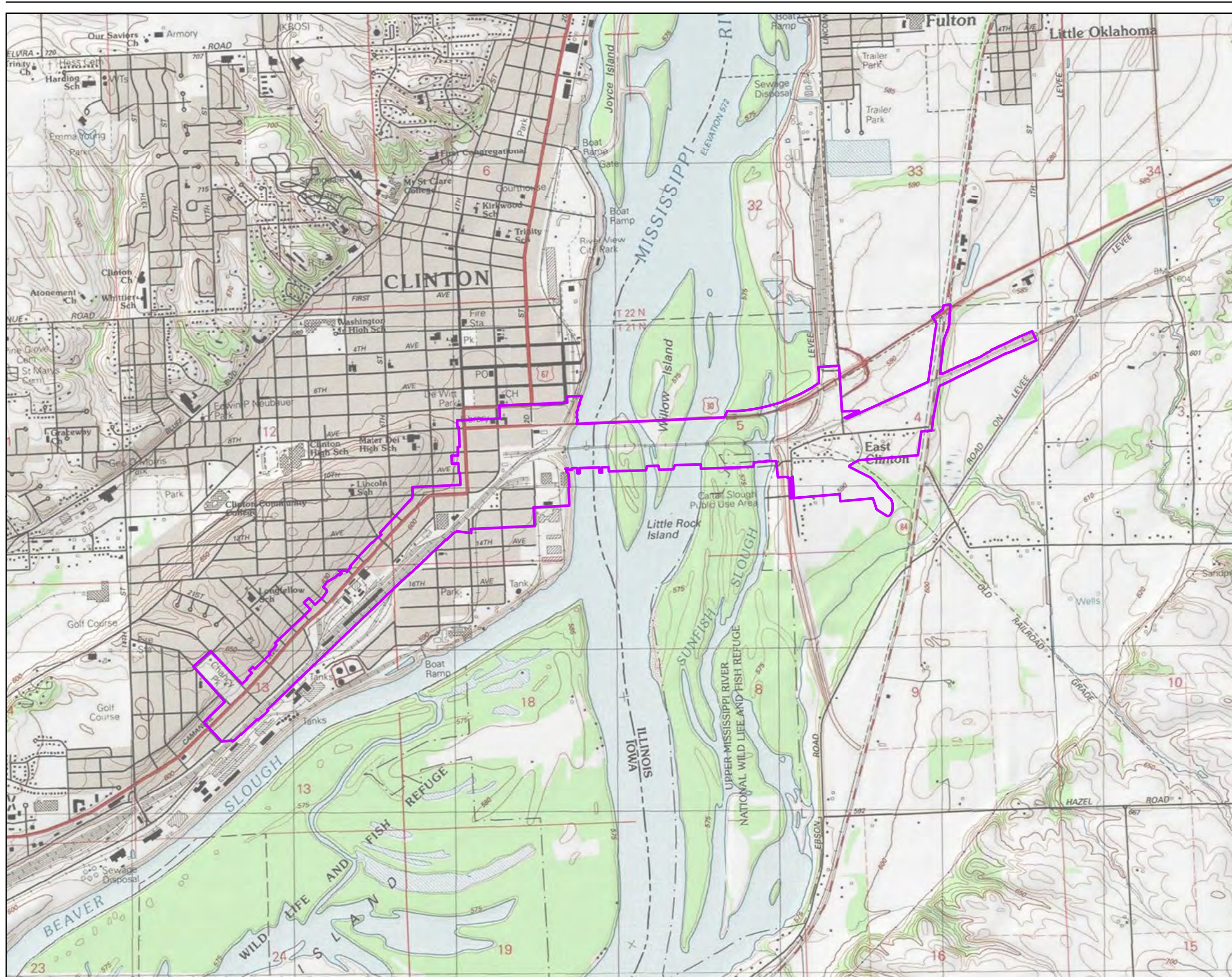
Concurring Party:

City of Clinton

\_\_\_\_\_  
Matt Brooke, City Administrator

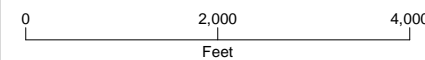
Date \_\_\_\_\_

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**LEGEND**  
 Area of Potential Effects

USGS 7.5 minute topographic quadrangle:  
 Clinton, IL (published 1978)



**APPENDIX A**  
**Area of Potential Effects Map**

UNION PACIFIC RAILROAD  
 CLINTON RAILROAD BRIDGE REPLACEMENT  
 CLINTON, CLINTON COUNTY, IOWA AND GARDEN PLAIN,  
 WHITESIDE COUNTY, ILLINOIS

## Appendix B: Signatories and Concurring Parties

Consulting Parties	Primary Contact Information	Comments
U.S. Coast Guard	Peter J. Sambor, M.P.A. 1222 Spruce Street, Suite 2.102D St. Louis, MO 63103 Phone: (314) 269-2380 Email: Peter.J.Sambor@uscg.mil	Signatory - Lead Federal Agency
Iowa State Historic Preservation Officer	Steve King Iowa Department of Cultural Affairs 600 East Locust Street Des Moines, IA 50319 Phone: 515-281-4013 Email: Steve.King@iowa.gov	Signatory - SHPO
Illinois State Historic Preservation Officer	Wayne D. Rosenthal Illinois Department of Natural Resources 1 Natural Resources Way Springfield, IL 62702 Phone: 217-782-6302	Signatory - SHPO
U.S. Army Corps of Engineers	Donna Jones Clock Tower Building 1500 Rock Island Drive Rock Island, IL 61201 Phone: (309) 794-5057 Email: donna.m.jones@usace.army.mil	Invited Signatory
Union Pacific Railroad	Patrick Proski, P.E. Manager Structures Design 1400 Douglas Street Omaha, NE 68179 Phone: (402) 544-5210 Email: pgproski@up.com	Invited Signatory
Natural Resources Conservation Service	Paula Hingson, ASTC - Easements 2118 W. Park Ct., Champaign, IL 61821 Phone: (217) 353-6602 Email: paula.hingson@il.usda.gov	Concurring Party
U.S. Fish and Wildlife Service	James Myster Regional Archaeologist/Regional Historic Preservation Officer Midwest Region (Region 3) 5600 American Boulevard West, Suite 1049 Bloomington, Minnesota 55437 Phone: (612) 713-5439 Email: james_myster@fws.gov	Concurring Party
Clinton County Historical Society	Jan Hansen, Archivist 601 South First Street Clinton, Iowa 52732 Phone: (563) 242-1201 Email: clintoncomuseum@gmail.com	Concurring Party
Clinton Historic Preservation Commission	Matt Brooke, City Administrator and Staff Contact 611 South Third Street Clinton, Iowa 52733 Phone: (563) 242-2144 ext. 1321 Email: mattbrooke@cityofclintoniowa.us	Concurring Party
HistoricBridges.org	Nathan Holth 2767 Eastway Drive Okemos, MI, 48864 Phone: (269) 290-2593	Concurring Party

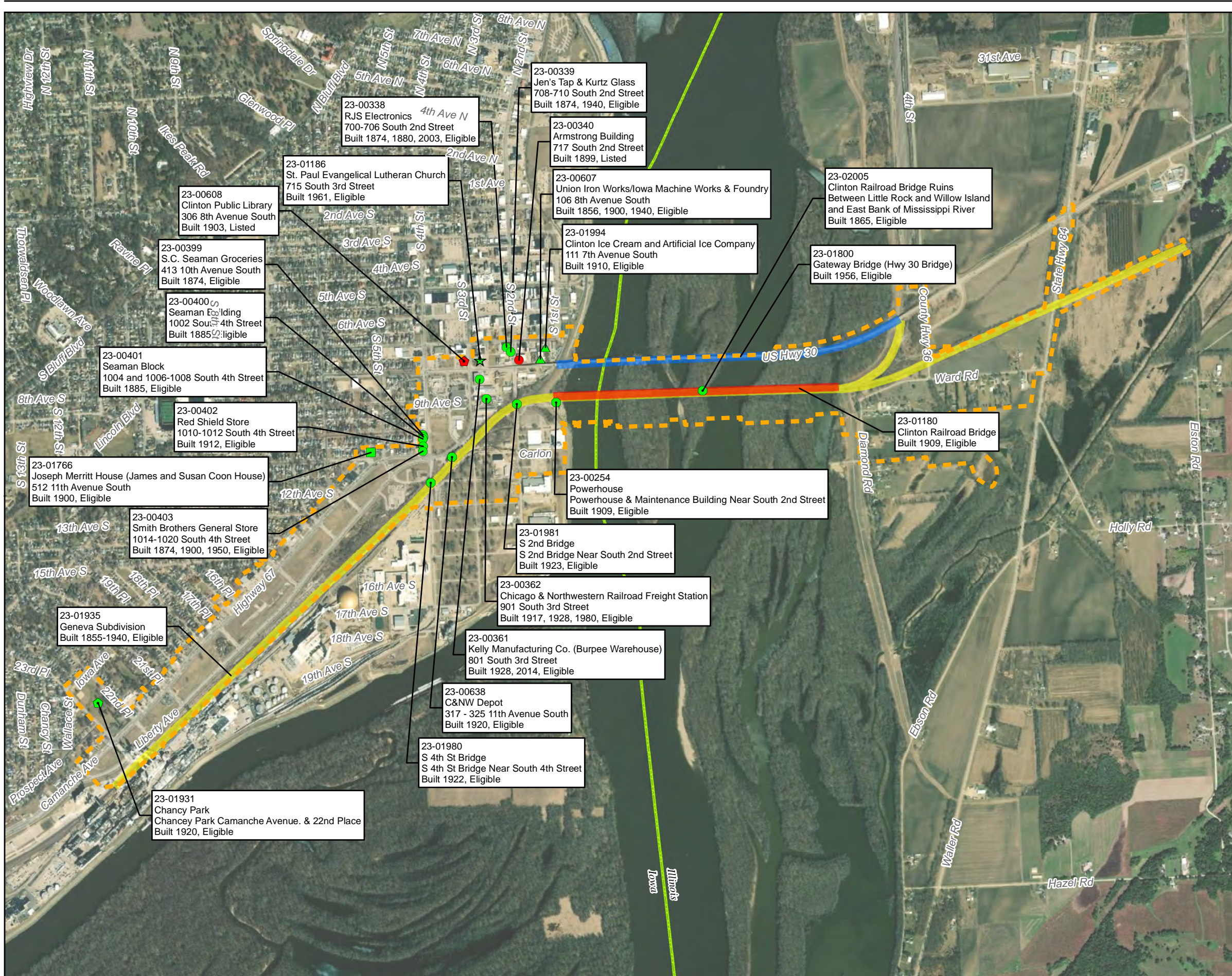
	Email: nathan@historicbridges.org	
Landmarks Illinois	Frank Butterfield, Director of Springfield Office 1 Old State Capitol Plaza Springfield, IL, 62701 Phone: (217) 836-2524 Email: fbutterfield@landmarks.org	Concurring Party
Sawmill Museum	Matt Parbs, Director 2231 Grant Street, P.O. Box 3191 Clinton, Iowa 52732 Phone: (563) 242-0343 Email: director@thesawmillmuseum.org	Concurring Party
Native American Tribes	Primary Contact Information	Comments
Citizen Potawatomi Nation	Dr. Kelli Mosteller, THPO 1601 S Gordon Cooper Drive Shawnee OK 74801 Email: kelli.mosteller@potawatomi.org	
Forest County Potawatomi Community	Mr. Michael LaRonge, THPO 5320 Wensaut Lane, P.O. Box 340 Crandon, WI 54520 Email: Michael.LaRonge@FCPotawatomi-nsn.gov	Requested to be contacted if an unanticipated discovery occurs.
Ho-Chunk Nation	Mr. Bill Quackenbush, THPO P.O. Box 667 Black River Falls, WI 54615 Email: bill.quackenbush@ho-chunk.com	
Iowa Tribe of Kansas and Nebraska	Mr. Lance M. Foster, Tribal Historic Preservation Officer 3345 B. Thrasher Road White Cloud, KS 66094 Email: lfoster@iowas.org	
Iowa Tribe of Oklahoma	Mr. Eagle McClellan, Cultural Preservation Director Cultural Preservation Office 335588 E. 750 Road Perkins, OK 74059 Email: emcclellan@iowanation.org	
Miami Tribe of Oklahoma	Ms. Diane Hunter, THPO PO Box 1326 Miami, OK 74355 Email: dhunter@miamination.com	Requested to be contacted if an unanticipated discovery occurs. Accepted invitation to participate as Consulting Party.
Omaha Tribe of Nebraska and Iowa	Mr. Thomas Parker, Tribal Historic Preservation Officer P.O. Box 368 Macy, NB 68039 Email: tom.parker@omahatribe.com; thomaslp99@yahoo.com	
Otoe-Missouria Tribe	Ms. Elsie Whitehorn, THPO 8151 Hwy 177 Red Rock OK 74651 Email: ewhitehorn@omtribe.org	
Ponca Tribe of Nebraska	Mr. Shannon Wright, Jr., THPO P.O. Box 288 Niobrara, NE 68760 Email: swright@poncatribes-ne.org	
Sac and Fox Tribe of the Mississippi in Iowa	Mr. Johnathan Buffalo, Historic Preservation Coordinator 303 Meskwaki Road	

	Tama, IA 52339 Email: <a href="mailto:director.historic@meskwaki-nsn.gov">director.historic@meskwaki-nsn.gov</a>	
Winnebago Tribe of Nebraska	Mr. Randy Teboe, THPO P.O. Box 687 Winnebago, NE 68071 Email: <a href="mailto:randy.teboe@winnebago-tribe.com">randy.teboe@winnebago-tribe.com</a>	

### Appendix C. Known Historic Properties in the Area of Potential Effects

Iowa Site Inventory Form Number	Name(s)	Location	Year(s) Constructed	NRHP Determination
23-00338	RJS Electronics	700-706 South 2nd Street	1874, 1880, 2003	Eligible under Criteria A and C
23-00339	Jen's Tap & Kurtz Glass	708-710 South 2nd Street	1874, 1940	Eligible under Criteria A and C
23-00340	Armstrong Building	717 South 2nd Street	1899	NRHP Listed under Criteria A and C in 2006
23-00361	Kelly Manufacturing Co. (Burpee Warehouse)	801 South 3rd Street	1928, 2014	Eligible under Criteria A, B, and C
23-00362	C&NW Freight Station	901 South 3rd Street	1917, 1928, 1980	Eligible under Criteria A, B, and C
23-00399	S.C. Seaman Groceries	413 10th Avenue South	1874	Eligible under Criteria A, B, and C
23-00400	Seaman Building	1002 South 4th Street	1885	Eligible under Criteria A and C
23-00401	Seaman Block	1004 and 1006-1008 South 4th Street	1885	Eligible under Criteria A and C
23-00402	Red Shield Store	1010-1012 South 4th Street	1912	Eligible under Criteria A and C
23-00403	Smith Brothers General Store	1014-1020 South 4th Street	1874	Eligible under Criterion C
23-00607	Union Iron Works/Iowa Machine Works & Foundry	106 8th Avenue South	1856, 1900, 1940	Eligible under Criteria A and C
23-00608	Clinton Public Library	306 8th Avenue South	1903	NRHP Listed under Criteria A and C in 1983
23-00638	Chicago and North Western Station (C&NW Depot)	317 – 325 11th Avenue South	1920	Eligible under Criteria A and C
23-01180	Clinton Railroad Bridge	Over the Mississippi River between Clinton, Iowa and Garden Plain Township (near Fulton), Illinois	1909	Previously Determined Eligible under Criteria A and C
23-01186	St. Paul Evangelical Lutheran Church	715 South 3rd Street	1961	Eligible under Criterion C
23-01766	Joseph Merritt House (James and Susan Coon House)	512 11th Avenue South	1900	Eligible under Criteria A and C
23-01800	Gateway Bridge (Highway 30)	Over the Mississippi River between Clinton, Iowa and Fulton, Illinois	1956	Eligible under Criteria A and C
23-01931	Chancy Park	Camanche Avenue & 22nd Place	1920	Eligible under Criteria A and C
23-01935	UPRR Geneva Subdivision	East to West, from Chicago, Illinois to Clinton, Iowa	1855 to 1865	Eligible under Criteria A and C

Iowa Site Inventory Form Number	Name(s)	Location	Year(s) Constructed	NRHP Determination
23-01980	South 4th Street Bridge	At South 4th Street	1923	Eligible individually and as a contributing resource to the Geneva Subdivision
23-01981	South 2nd Street Bridge	At South 2nd Street	1923	Eligible individually and as a contributing resource to the Geneva Subdivision
23-01983	Powerhouse	South of Clinton Railroad Bridge, on the west bank of the Mississippi River, near South 2nd Street	1909	Eligible as a contributing resource to Geneva Subdivision as part of Clinton Railroad Bridge
23-01994	Clinton Ice Cream and Artificial Ice Company	111 7th Avenue South	1910	Eligible under Criteria A and C
23-02005	Clinton Railroad Bridge Ruins	Geneva Subdivision between Mileposts 136.0 and 136.67	1865	Eligible as a contributing resource to the Geneva Subdivision

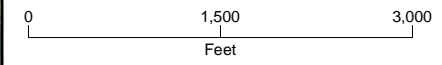


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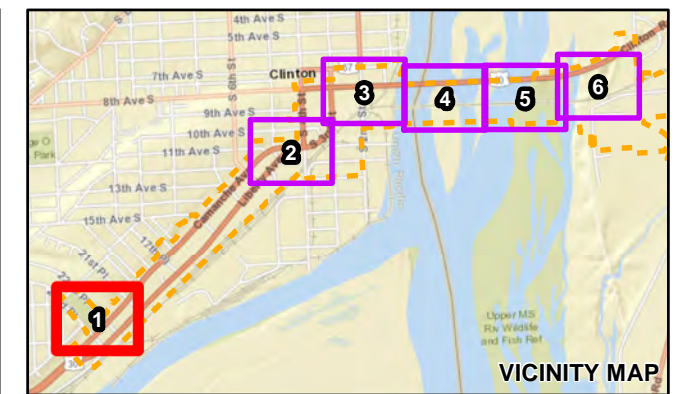
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- Eligible, Domestic
- ▲ Eligible, Industrial
- ◆ Eligible, Public
- Eligible, Railroad
- ★ Eligible, Religious
- Listed, Commercial
- ◆ Listed, Public
- Clinton Railroad Bridge (Eligible, RR)
- Gateway Bridge (Eligible, Transportation)
- Geneva Subdivision (Eligible, RR)
- Project APE
- State Boundary

Base Map Source:  
ESRI World Imagery online mapping service



**Appendix D**  
**Historic Properties Overview Map**  
CLINTON RAILROAD BRIDGE REPLACEMENT  
UNION PACIFIC RAILROAD COMPANY  
CLINTON COUNTY, IOWA AND WHITESIDE COUNTY, ILLINOIS



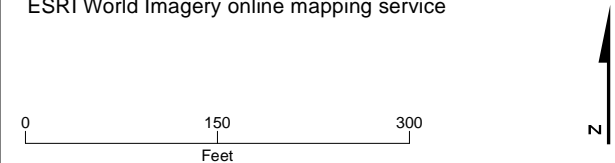


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**NRHP Status, Use**

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- Eligible, Domestic
- ▲ Eligible, Industrial
- ◆ Eligible, Public
- Eligible, Railroad
- ★ Eligible, Religious
- Listed, Commercial
- ◆ Listed, Public
- Clinton Railroad Bridge (Eligible, RR)
- Gateway Bridge (Eligible, Transportation)
- Geneva Subdivision (Eligible, RR)
- - - Project APE
- ▭ State Boundary

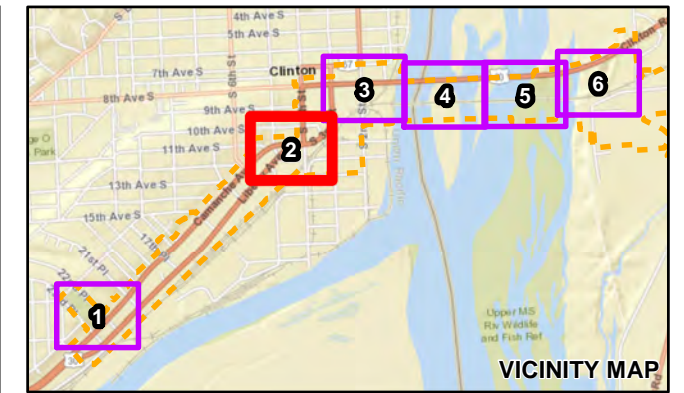
Base Map Source:  
ESRI World Imagery online mapping service



**Appendix D  
Historic Properties  
Grid 1 of 6**

CLINTON RAILROAD BRIDGE REPLACEMENT  
UNION PACIFIC RAILROAD COMPANY  
CLINTON COUNTY, IOWA AND WHITESIDE COUNTY, ILLINOIS



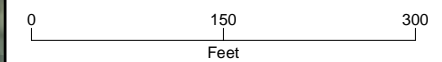


**LEGEND**

**NRHP Status, Use**

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- ▲ Eligible, Industrial
- ◆ Eligible, Public
- Eligible, Railroad
- ★ Eligible, Religious
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- Gateway Bridge (Eligible, Transportation)
- Geneva Subdivision (Eligible, RR)
- - - Project APE
- State Boundary

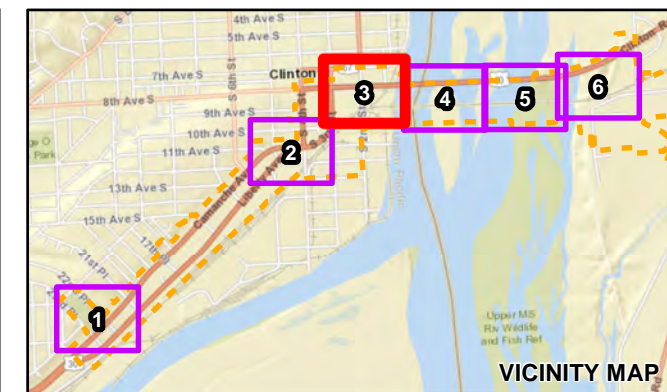
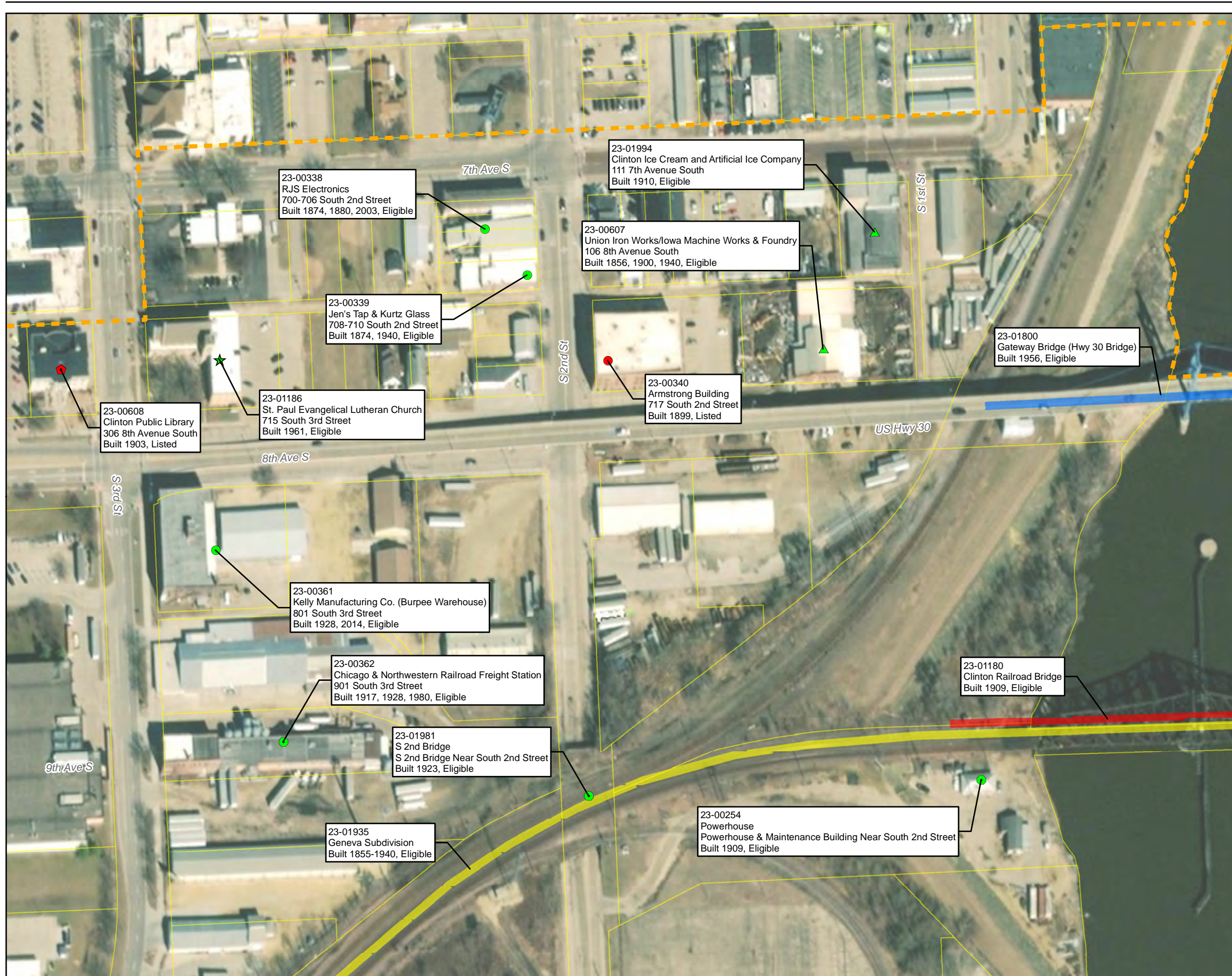
Base Map Source:  
ESRI World Imagery online mapping service



**Appendix D  
Historic Properties  
Grid 2 of 6**

CLINTON RAILROAD BRIDGE REPLACEMENT  
UNION PACIFIC RAILROAD COMPANY  
CLINTON COUNTY, IOWA AND WHITESIDE COUNTY, ILLINOIS



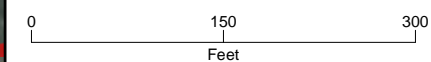


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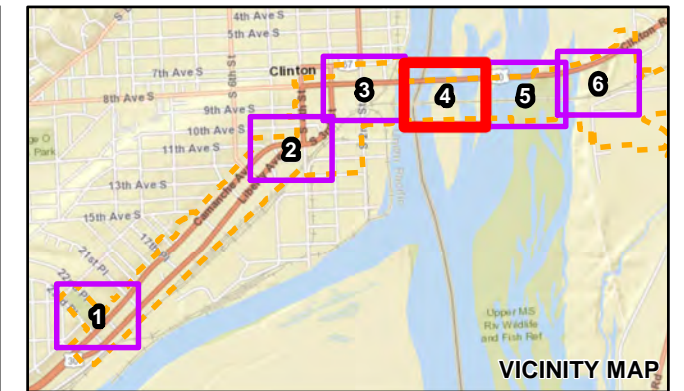
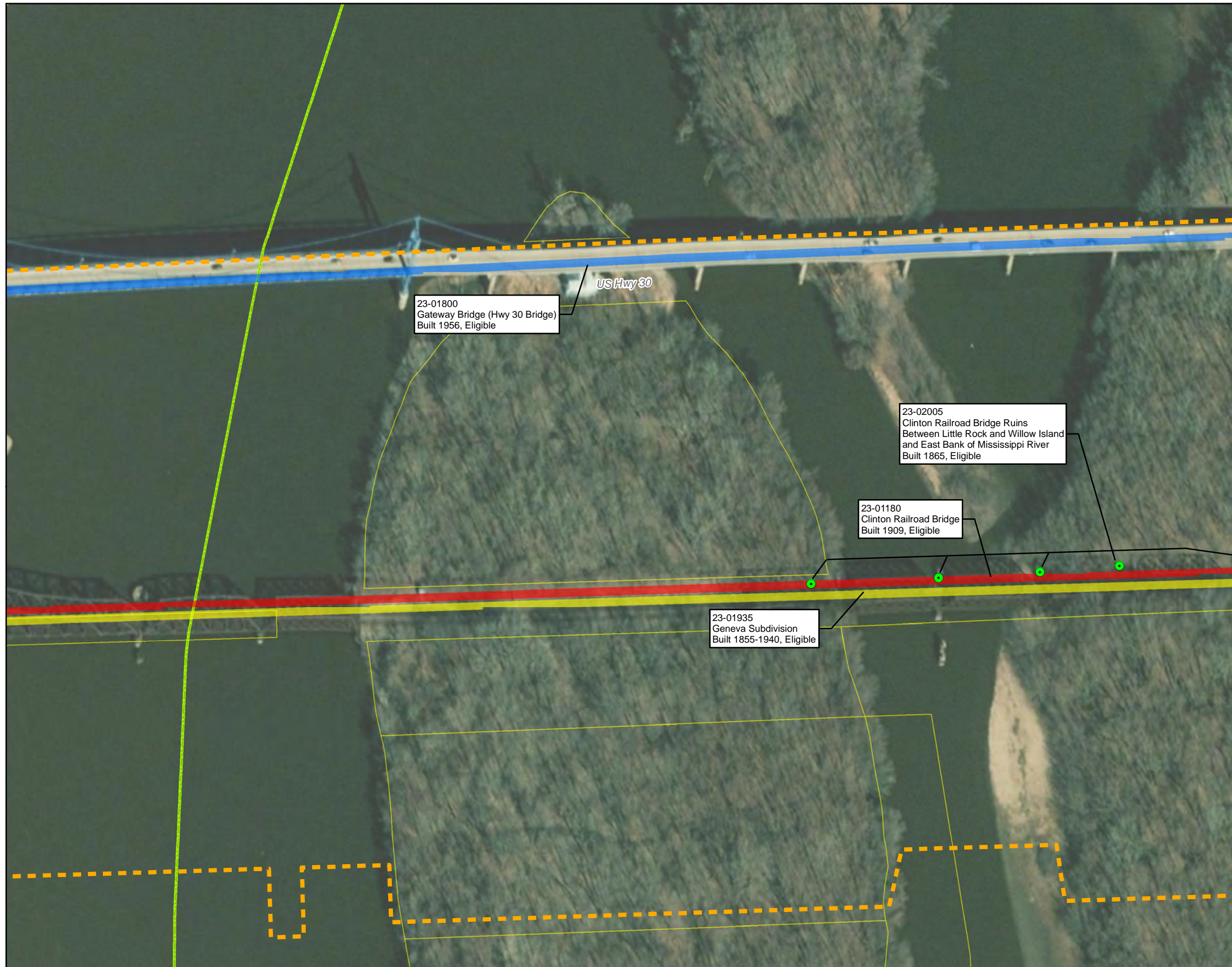
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- ▲ Eligible, Industrial
- ◆ Eligible, Public
- Eligible, Railroad
- ★ Eligible, Religious
- Listed, Commercial
- ◆ Listed, Public
- Clinton Railroad Bridge (Eligible, RR)
- Gateway Bridge (Eligible, Transportation)
- Geneva Subdivision (Eligible, RR)
- Project APE
- State Boundary

Base Map Source:  
ESRI World Imagery online mapping service



**Appendix D  
Historic Properties  
Grid 3 of 6**

CLINTON RAILROAD BRIDGE REPLACEMENT  
UNION PACIFIC RAILROAD COMPANY  
CLINTON COUNTY, IOWA AND WHITESIDE COUNTY, ILLINOIS

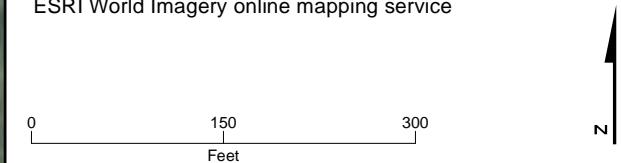


**LEGEND**

**NRHP Status, Use**

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- ▲ Eligible, Industrial
- ◆ Eligible, Public
- Eligible, Railroad
- ★ Eligible, Religious
- Listed, Commercial
- ◆ Listed, Public
- Clinton Railroad Bridge (Eligible, RR)
- Gateway Bridge (Eligible, Transportation)
- Geneva Subdivision (Eligible, RR)
- Project APE
- State Boundary

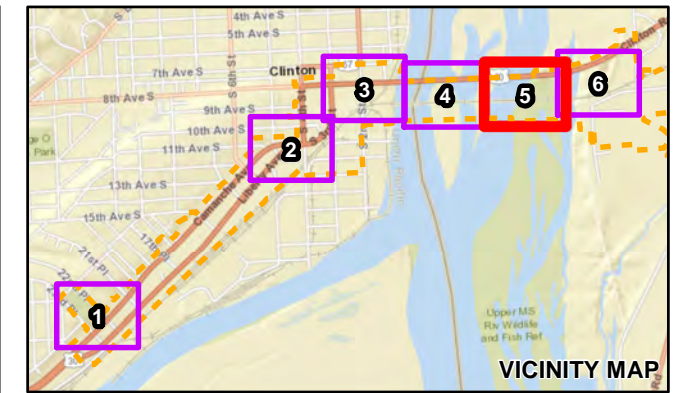
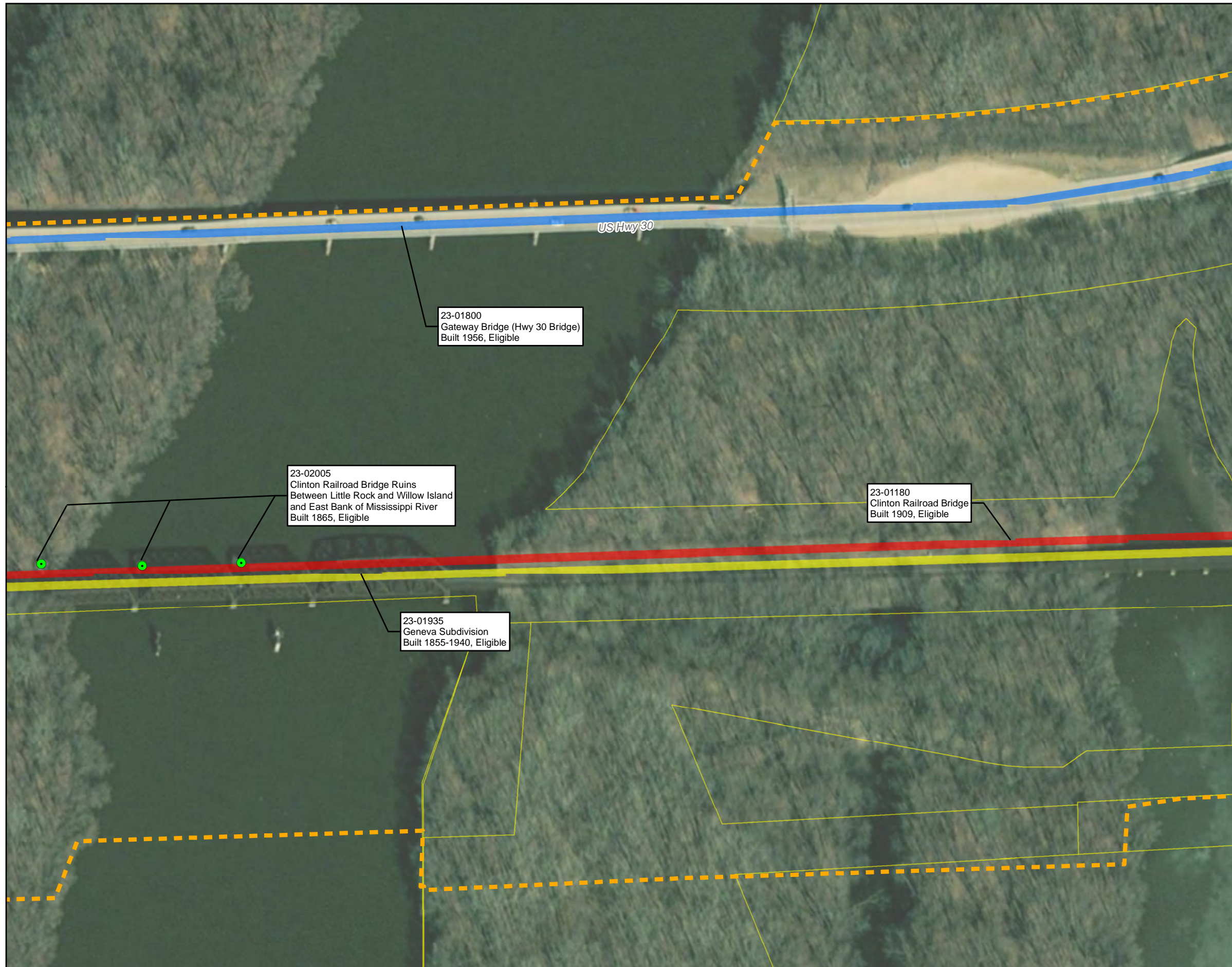
Base Map Source:  
ESRI World Imagery online mapping service



**Appendix D  
Historic Properties  
Grid 4 of 6**

CLINTON RAILROAD BRIDGE REPLACEMENT  
UNION PACIFIC RAILROAD COMPANY  
CLINTON COUNTY, IOWA AND WHITESIDE COUNTY, ILLINOIS



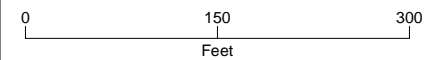


**LEGEND**

**NRHP Status, Use**

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- Eligible, Domestic
- ▲ Eligible, Industrial
- ◆ Eligible, Public
- Eligible, Railroad
- ★ Eligible, Religious
- Listed, Commercial
- ◆ Listed, Public
- Clinton Railroad Bridge (Eligible, RR)
- Gateway Bridge (Eligible, Transportation)
- Geneva Subdivision (Eligible, RR)
- Project APE
- State Boundary

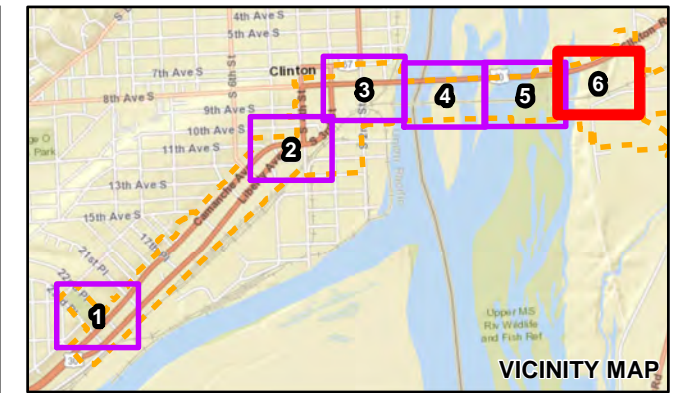
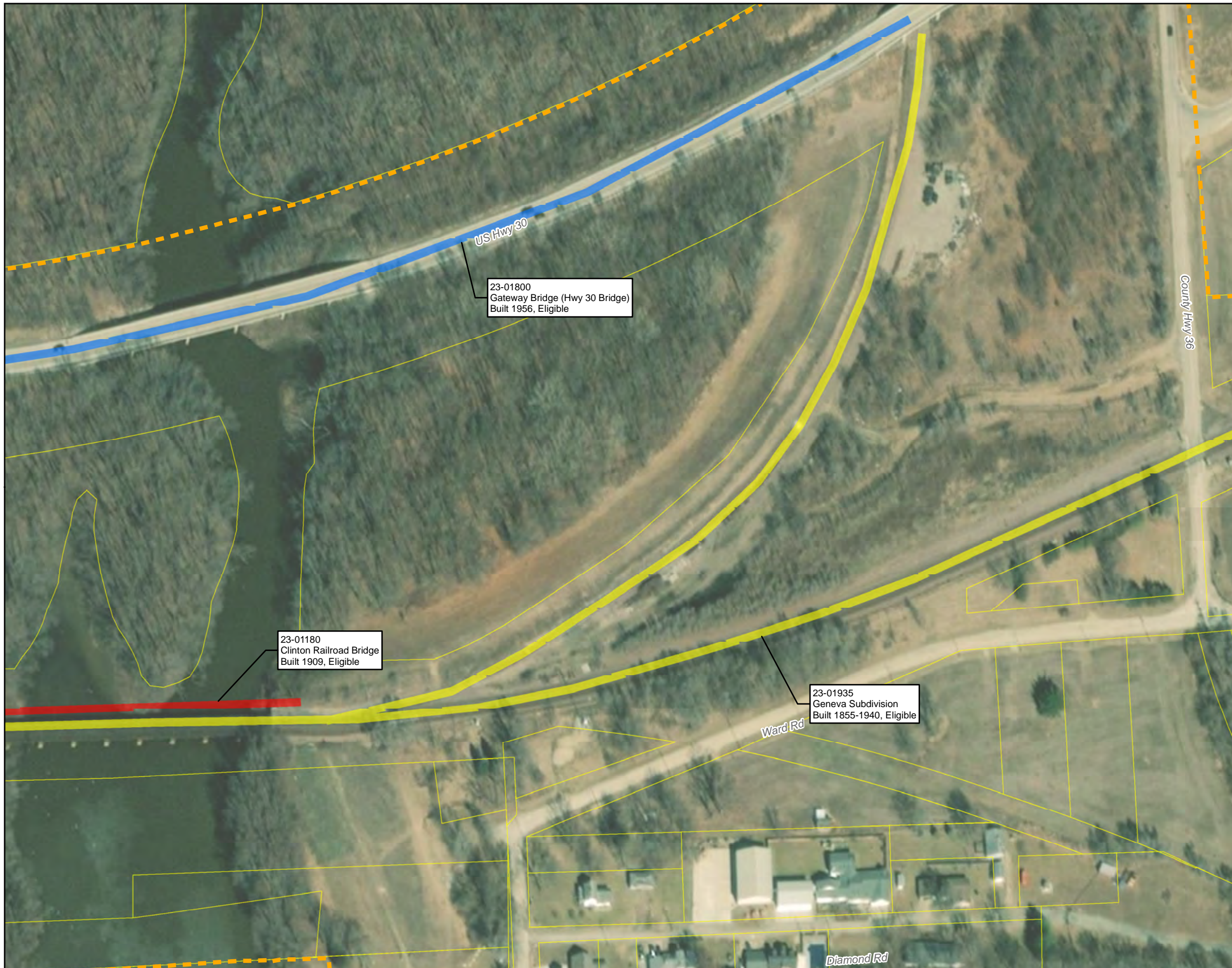
Base Map Source:  
ESRI World Imagery online mapping service



**Appendix D  
Historic Properties  
Grid 5 of 6**

CLINTON RAILROAD BRIDGE REPLACEMENT  
UNION PACIFIC RAILROAD COMPANY  
CLINTON COUNTY, IOWA AND WHITESIDE COUNTY, ILLINOIS



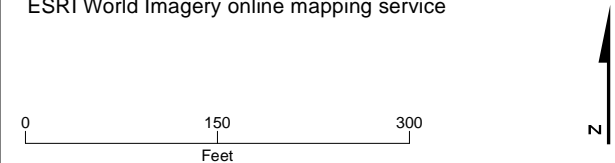


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**NRHP Status, Use**

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- ▲ Eligible, Industrial
- ◆ Eligible, Public
- Eligible, Railroad
- ★ Eligible, Religious
- Listed, Commercial
- ◆ Listed, Public
- Clinton Railroad Bridge (Eligible, RR)
- Gateway Bridge (Eligible, Transportation)
- Geneva Subdivision (Eligible, RR)
- Project APE
- State Boundary

Base Map Source:  
ESRI World Imagery online mapping service



**Appendix D  
Historic Properties  
Grid 6 of 6**

CLINTON RAILROAD BRIDGE REPLACEMENT  
UNION PACIFIC RAILROAD COMPANY  
CLINTON COUNTY, IOWA AND WHITESIDE COUNTY, ILLINOIS



1 **Appendix E**

2 **Mitigation Measures and Identification and Evaluation Efforts**

3 **I. IDENTIFICATION AND EVALUATION**

4 **A. ILLINOIS ARCHAEOLOGY**

5 Phase I archaeological investigation was conducted in the APE in Illinois. No further work on  
6 identification and evaluation, including technical reports, is necessary in Illinois.

7 **B. IOWA ARCHAEOLOGY**

8 Field investigations for the Iowa portion of the APE are on-going.

9 1. *Archaeological Work Plan* - An Archaeological Work Plan will guide the field  
10 investigations and include the following items:

11 a) In-depth archival investigation

12 b) Geomorphological investigation with landform sediment assemblage  
13 analysis and interpretation. Geomorphological investigation will include  
14 systematic soil tube coring and hand probing to identify intact soils at strategic  
15 locations throughout the APE and to attempt to locate intact archaeological  
16 deposits and features including but not limited to privies, structural remnants,  
17 wells, trash-filled pits, and/or cisterns.

18 c) Phase I & II Intensive archaeological investigations conducted in  
19 accordance with best practices outlined in the Association of Iowa  
20 Archaeologists' *Guidelines for Archaeological Investigation in Iowa (2018)*. The  
21 objectives of a Phase I level survey are to define the site's physical parameters  
22 and identify cultural context(s) present; gauge physical condition and  
23 stratigraphic integrity; and, if possible, acquire sufficient information to form a  
24 recommendation of National Register eligibility. If, at the conclusion of Phase I  
25 investigation, the latter objectives have not been met, then a more intensive  
26 program of investigation (Phase II) will be completed.

27 d) Phase III Data Recovery. If archaeological resources within the project  
28 APE are determined to be eligible for the NRHP, cannot be avoided and  
29 preserved in place, and will be adversely affected, a Data Recovery Plan (DRP)  
30 will be prepared to guide data recovery efforts. The DRP will include the  
31 following:

32 (1) Valid research questions appropriate to the historic context  
33 under investigation.

34 (2) A discussion of the research approach, descriptions of the  
35 methods and procedures employed in the field and laboratory along  
36 with the rationale for their use in addressing the research questions.

37 (3) A description of techniques employed to stabilize and prepare  
38 archaeological material, samples, and records for permanent curation.

39 (4) A schedule outlining the order and accomplishment of specific  
40 tasks up to and including the completion and submission of draft and  
41 final reports for review.

42 2. *Technical Reports* - Technical Reports will be generated upon completion of  
43 Phase I and Phase II field investigations. The technical reports will include environmental

1 context, geomorphological context, historic and prehistoric cultural context, field and  
2 laboratory methodology, constraints to investigation and deviations (if any are present)  
3 in accordance with the Association of Iowa Archaeologists (AIA) Guidelines, investigation  
4 results, recommendations for further studies, maps, photos, references, and graphics if  
5 appropriate. When possible, the Technical Reports will include recommendations of  
6 eligibility for archaeological resources investigated.

7 a) Phase I and II survey reports shall be completed within 90 days of the  
8 completion of field work.

9 b) In the event that Phase I or II intensive surveys lead to a data recovery  
10 effort at a site or sites, the individual reporting requirement of earlier phases of  
11 investigation relating to the affected sites can be waived provided that details  
12 and results of each phase of investigation at each affected site are incorporated  
13 into the final data recovery (Phase III) report.

14 c) In the event of Phase III data recovery effort, the consulting  
15 archaeologist shall provide weekly letter reports to the Iowa SHPO detailing the  
16 progress of investigative work.

17 d) The USCG shall deliver one printed copy and one electronic copy of all  
18 draft data recovery reports within one calendar year of the completion of field  
19 work.

20 e) The Signatories (excluding Illinois SHPO) shall review and comment on  
21 the completed technical reports within thirty (30) days of receipt of the  
22 technical reports, and provide written comments to the USCG. If no comments  
23 are received within thirty (30) days, the USCG shall consider the reports final.

24 f) In accordance with 36 CFR Part 800.4, the USCG shall request  
25 concurrence on any determinations of eligibility and assessments of effects for  
26 NRHP-eligible archaeological resources from Iowa SHPO. If Iowa SHPO does not  
27 respond within thirty (30) days, the USCG shall seek a formal determination of  
28 eligibility from the Keeper of the National Register.

29 3. *Curation* - All materials and records associated with Phases II and III will be  
30 curated in a facility that meets the Secretary of the Interior's Standards in Iowa.

## 31 II. MITIGATION

### 32 A. DOCUMENTATION OF CLINTON RAILROAD BRIDGE AND C&NW DEPOT

33 1. UPRR will provide three (3) sets of full-size, printed copies of the 1909 Clinton  
34 Railroad Bridge plans currently in the possession of UPRR to the City of Clinton, along  
35 with other documentation in UPRR's possession, such as historical photos.

36 2. UPRR will develop one document that records the Clinton Railroad Bridge, and  
37 one document that records the C&NW Depot. Each document will include the following:

#### 38 a) *Architectural and Historical Narrative*

39 The narratives will contain a description of the Clinton Railroad Bridge and  
40 C&NW Depot, summaries of their histories, and statements of their significance.

#### 41 b) *Measured Drawings*

42 The documentation will include reproduction of any existing drawings, a current  
43 site plan/aerial photograph of the Clinton Railroad Bridge and of the C&NW



1 Depot, and the quadrangle map of the project area. The drawings will be  
2 submitted on archival CDs and/or printed in hard copy on 11 x 17, acid-free,  
3 100-year archival paper. No new drawings will be produced.

4 *c) Photographs*

5 (1) Clinton Railroad Bridge

6 The documentation will include no more than 20 black and white digital  
7 photographs to include all four elevations in both the open and closed  
8 positions, details, two photos of each span, and at least one context  
9 photograph.

10 (2) C&NW Depot

11 The documentation will include no more than 20 black and white digital  
12 photographs to include all four elevations of the depot, each section of  
13 decorative terra cotta, other architectural details, interior primary  
14 spaces and their details (if any remain), and at least one context  
15 photograph.

16 (3) Each documentation will include a photograph key showing the  
17 location and view direction of each image. Final versions of the  
18 photographs will be printed on 8½ x 11, acid-free, 100-year archival  
19 paper and the digital photos will be submitted electronically on archival  
20 CDs.

21 *d) Review and Comment*

22 (1) Prior to the start of construction activity, UPRR shall prepare the  
23 draft photo documentation and shall distribute it via electronic mail or  
24 CD to the USCG and the SHPOs (only Iowa SHPO will receive the  
25 documentation for the depot) for review. The USCG and the SHPOs shall  
26 review and provide comments to UPRR within 30 calendar days of  
27 receipt of the photo documentation.

28 (2) If comments are provided to UPRR, then UPRR shall revise the  
29 photo documentation in response to the comments, as needed, and  
30 resubmit the photo documentation to USCG and the SHPOs within 30  
31 calendar days of receipt of comments. If no comments are provided to  
32 UPRR by the end of the 30-day comment period specified in II.A.2.d(1),  
33 the photo documentation will be considered complete and final.

34 (3) UPRR shall prepare the existing drawings and draft narratives  
35 and distribute them via electronic mail or CD to the USCG and the  
36 SHPOs (only Iowa SHPO will receive the documentation for the C&NW  
37 Depot) for review within one hundred eighty (180) calendar days of the  
38 execution of this PA. The USCG and the SHPOs shall review and provide  
39 comments to UPRR within 30 calendar days of receipt of the draft  
40 narratives and existing drawings.

41 (4) If comments are provided to UPRR within the 30 calendar days  
42 specified in II.A.2.d(3), then UPRR shall revise the draft narratives and  
43 existing drawings in response to the comments, as needed, and resubmit  
44 the report to USCG and the SHPOs within 30 calendar days of receipt of  
45 comments. If no comments are provided to UPRR by the end of the 30-  
46 day comment period specified in II.A.2.d(3), then UPRR shall finalize the

narratives and drawings and submit a final copy to the USCG and the SHPOs within 30 calendar days of the end of the comment period.

e) *Finalization*

(1) Final documentation will be produced on acid-free, 100-year archival paper, with the photographs and drawings on archival CDs.

(2) Demolition of the Clinton Railroad Bridge will not begin until the final photo documentation is delivered to and received by the USCG and both SHPOs as specified in II.A.2.d(2).

(3) Demolition of the C&NW Depot will not begin until the final photo documentation is delivered to and received by the USCG and Iowa SHPO as specified in II.A.2.d(4).

(4) The documentation will be considered final upon issuance of a written notice from the USCG that all comments have been satisfactorily addressed.

(5) Upon finalization of the documentation, UPRR shall submit one copy of the Clinton Railroad Bridge documentation to both SHPOs, and shall offer copies to the City of Clinton and the Historic Bridge Foundation. UPRR shall submit one copy of the C&NW Depot documentation to the Iowa SHPO, and shall also offer copies to the City of Clinton. Documentation shall be made available in print on acid-free, 100-year archival paper and/or electronically on archival CDs, at the discretion of the recipients. UPRR shall consult with the recipients to determine which media the recipients wish to receive and whether they wish to receive all of the photographs and drawings or only selected images and/or sheets.

(6) Evidence of transfer to the recipients, which may include a copy of the transmittal letter(s), shall be provided to the SHPOs by UPRR.

B. C&NW DEPOT SALVAGE

1. The City of Clinton shall have 90 days, commencing upon issuance of the USCG bridge permit, to recover and remove any non-structural elements of the C&NW Depot. The City will either issue a demolition permit to their contractor as part of the salvage effort or will not require a permit to demolish the structure. UPRR will be responsible for removing the depot building after the City's 90-day salvage period expires.

2. UPRR agrees to modify the existing access road to the current railroad field office where railroad agreement employees are assigned to work (B&B building) which crosses over the Clinton levee as described in the project plans and the Section 404 permit application. This activity will effectively raise, widen, and improve vehicular access from the CN&W Depot to the City of Clinton property in the area.

C. CLINTON RAILROAD BRIDGE SALVAGE

UPRR shall deliver the elements from the Clinton Railroad Bridge to the City of Clinton at a location of the City's choosing within Clinton, Iowa.

1. BRIDGE DATE AND MANUFACTURER PLATES

a) UPRR will provide to the City of Clinton the steel plate atop the Clinton Railroad Bridge swing span portal that reads "1909." This element will be

1 removed from the existing top portal of the Clinton Railroad Bridge during  
2 demolition.

3 b) UPRR will provide to the City of Clinton the original or an exact duplicate  
4 of the bridge manufacturer plate from the Clinton Railroad Bridge.

5 2. BRIDGE WHISTLE

6 UPRR shall provide the whistle from the Clinton Railroad Bridge to the City of Clinton  
7 before demolition of the bridge begins.

8 3. BRIDGE STRUCTURAL ELEMENTS

9 a) UPRR shall provide one dozen large, intact, cut stones/blocks from the  
10 Clinton Railroad Bridge substructure/piers to the City of Clinton.

11 b) UPRR shall provide the affected intact stone foundation blocks that will  
12 be displaced to construct new pier C2 to the City of Clinton. These foundation  
13 blocks are part of the previously razed WJ Young Machine Shop substructure  
14 and are within the physical limits of the Federal levee.

15 c) UPRR shall give the Clinton Railroad Bridge stone abutment near the  
16 levee (wet side) and the first interior fixed bridge pier to the City of Clinton.  
17 UPRR shall remove all the existing steel elements and anchor bolts and clean the  
18 top of the pier cap. UPRR agrees to provide a gravel access path along the to-be-  
19 abandoned alignment to allow access to the stone abutment.

20 d) UPRR shall provide to the City of Clinton a pair of steel, bridge bearing  
21 assemblies from the Clinton Railroad Bridge swing span.

22 e) UPRR will provide to the City of Clinton a pair of original steel,  
23 structural, boxed lattice sections no less than six feet in length each from a  
24 portion of the existing Clinton Railroad Bridge as an architectural feature for the  
25 City's use.

26 4. BRIDGE MOTOR AND GEARS

27 a) UPRR shall provide to the City of Clinton a 50-horse power DC-drive  
28 motor used to provide power to rotate the 1909 Clinton Railroad Bridge swing  
29 span.

30 b) UPRR will provide to the City of Clinton one major, swing span drive  
31 gear assembly with planetary gears, and two minor drive gears that operate the  
32 1909 swing span.

33 5. CLINTON RAILROAD BRIDGE OPERATOR'S CABIN

34 UPRR will allow the City of Clinton to salvage specific elements from the existing swing  
35 span operators cabin of the Clinton Railroad Bridge. Elements must weigh less than 35  
36 pounds each. An example is the lever that the operator uses to engage the drive gears  
37 and initiate the bridge opening or closing.

38 D. RETAINING WALLS

39 UPRR agrees to utilize cut stone patterns similar to "Customrock formliner pattern  
40 #1104" in proposed vertical concrete retaining walls to provide an appearance of cut  
41 stone block approximately 14 inches tall by 48 inches long. The goal is to provide the  
42 architectural appearance of large cut stones in the proposed concrete retaining wall  
43 vertical surfaces. Surfaces will remain the natural color of the cast concrete.

44 E. HISTORIC INFORMATION AND TECHNOLOGY

45 1. UPRR shall provide monetary assistance in an amount not to exceed \$175,000  
46 (one hundred seventy-five thousand dollars) for the Iowa SHPO to create an online

1 digital database to facilitate the creation, implementation, maintenance, and access to  
2 historic and prehistoric data for use by tribal governments, state and federal agencies,  
3 other stakeholders, and the public, as related to the National Historic Preservation Act  
4 program areas. This online digital database will improve the capacity of all stakeholders  
5 and increase access to information by the public, to better identify historic properties  
6 and assess effects related to federal undertakings. This system would include  
7 information about all identified historic properties within the UPRR Bridge replacement  
8 areas of potential effect.

9 2. As part of the beta testing process, UPRR will provide the final documentation  
10 of the Clinton Railroad Bridge and C&NW Depot, as identified in II.A.

11 F. PRINCIPLES AND STANDARDS

12 The Signatories agree that the surveys referred to in Stipulation II.A. will be conducted  
13 in a manner consistent with the principles and standards contained in the *Secretary of*  
14 *the Interior's Standards for the Treatment of Historic Properties* (36 CFR Part 68),  
15 *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic*  
16 *Preservation* (1983, as amended), *Recommended Approach for Consultation on*  
17 *Recovery of Significant Information from Archaeological Sites* (ACHP, May 18, 1999, 64  
18 FR 27085-27087), the most recent version of the *AIA Guidelines for Archaeological*  
19 *Investigations in Iowa* for work in Iowa, and the *Illinois SHPO Guidelines for*  
20 *Archaeological Reconnaissance Survey/Reports* for work in Illinois.