

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES COAST GUARD, THE MISSOURI STATE HISTORIC
PRESERVATION OFFICE, AND THE ILLINOIS STATE HISTORIC PRESERVATION
OFFICE REGARDING THE MERCHANTS BRIDGE REHABILITATION PROJECT**

WHEREAS, the Terminal Railroad Association of St. Louis (TRRA) proposes to construct improvements to the Merchants Bridge over the Mississippi River, which connects St. Louis, in St. Louis City, Missouri and Venice, in Madison County, Illinois; and

WHEREAS, TRRA is the owner of the Merchants Bridge and its proposed improvements to the bridge include replacement of the truss spans, encasement of the existing masonry piers, and reconstruction of the eastern (Illinois side) approach (Project); and

WHEREAS, the United States Coast Guard (USCG) will issue a permit amendment for the Project pursuant to 33 U.S.C. § 525, thereby making it an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 306108, 54 U.S.C. § 302909 (2014), and its implementing regulations 36 C.F.R. Part 800 (2017); and

WHEREAS, TRRA is pursuing financial assistance from the U.S. Department of Transportation (USDOT), including a direct loan under the Railroad Rehabilitation and Improvement Financing (RRIF) Loan Program; and

WHEREAS, the Secretary of USDOT (Secretary) has delegated responsibility to the Build America Bureau (Bureau) to enter into credit assistance agreements under the RRIF Loan Program; and

WHEREAS, under 49 C.F.R. § 1.81(a)(6) (2016), the Federal Railroad Administration (FRA) may carry out the Secretary's responsibilities under Section 106 of the NHPA for rail projects; and

WHEREAS, the Secretary, the Bureau, and FRA consider the Project to be a rail project; and

WHEREAS, FRA will carry out the Secretary's responsibilities for compliance with Section 106 if USDOT provides financial assistance for the Project; and

WHEREAS, FRA, in a letter dated April 17, 2017 has designated USCG to serve as the lead Federal agency to fulfill FRA's and USCG's collective responsibilities under Section 106 pursuant to 36 C.F.R. § 800.2 (a)(2); and

WHEREAS, USCG initiated Section 106 consultation with the Missouri State Historic Preservation Office (MoSHPO) and the Illinois State Historic Preservation Office (ILSHPO) for the project in a letter dated June 7, 2016; and

WHEREAS, MoSHPO accepted the lead role for Section 106 coordination for the Project; and

WHEREAS, USCG has defined the Project's area of potential effects (APE), as defined in 36 C.F.R. § 800.16(d), for both direct and indirect effects (described in Attachment A); and

WHEREAS, MoSHPO concurred with the APEs on November 16, 2016, and April 13, 2017;
and

WHEREAS, USCG has determined that the undertaking will have an adverse effect on Merchants Bridge, which is eligible for listing in the National Register of Historic Places (NRHP), and MoSHPO concurred with this determination in a letter dated July 15, 2016; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1) (2017), USCG has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii) (2017) on July 13, 2016; and

WHEREAS, USCG (through its delegate Burns & McDonnell) in letters dated August 22, 2016, invited the following to participate in Section 106 consultation: City of St. Louis's Cultural Resources Office (a.k.a. St. Louis Planning and Urban Design, a Certified Local Government [CLG]); the City of Venice, Illinois; the Landmarks Association of St. Louis, Inc.; St. Louis Historical and Technical Society, Inc.; Missouri Alliance for Historic Preservation; National Association of Tribal Historic Preservation Officers; Madison County Historical Society; The Venice History Committee; Landmarks Illinois; the St. Louis Chapter of the National Railway Historical Society; HistoricBridges.org; Bridgehunter.com; Great Rivers Greenway; and Madison County Transit; and

WHEREAS, the City of St. Louis's Cultural Resources Office (a.k.a. St. Louis Planning and Urban Design Agency, a CLG), City of Venice, Illinois, ILSHPO, HistoricBridges.org, and Great Rivers Greenway (St. Louis) have accepted the invitation to participate in the consultation regarding the effects of the undertaking on historic properties; and

WHEREAS, USCG has invited FRA to participate in this Memorandum of Agreement (MOA) as an invited signatory, and FRA has accepted; and

WHEREAS, USCG has invited TRRA, the owner of the historic property, to participate in the MOA as an invited signatory, and TRRA has accepted; and

WHEREAS, MoSHPO and ILSHPO determined the following tribes may have interest in the project area, and USCG notified them about the project in letters dated May 20, 2016: the Iowa Tribe of Kansas and Nebraska, Absentee-Shawnee Tribe of Indians of Oklahoma, Shawnee Tribe, Delaware Nation, Delaware Tribe of Indians of Oklahoma, Eastern Shawnee Tribe of Oklahoma, Iowa Tribe of Oklahoma, Kaw Nation, Kickapoo Tribe in Kansas, Sac and Fox Tribe of the Mississippi in Iowa, Kickapoo Traditional Tribe of Texas, Kickapoo Tribe of Oklahoma, Miami Tribe of Oklahoma, Osage Nation, Peoria Tribe of Indians of Oklahoma, Ponca Tribe of Indians of Oklahoma, Ponca Tribe of Nebraska, Quapaw Tribe of Oklahoma, Sac and Fox of the Missouri in Kansas and Nebraska, Sac and Fox Nation of Oklahoma; and

WHEREAS, the Quapaw Tribal Historic Preservation Office (THPO) has commented on the Project, requesting copies of all Section 106 correspondence; and

NOW, THEREFORE, USCG, MoSHPO, ILSHPO, TRRA, and FRA (each a Signatory and together Signatories) agree that the undertaking will be implemented in accordance with the following stipulations.

STIPULATIONS

USCG will ensure that the following measures are carried out:

I. PROFESSIONAL QUALIFICATIONS

TRRA will ensure that all historic preservation and documentation work is carried out by or under the direct supervision of a person or persons meeting at a minimum the Secretary of the Interior's Professional Qualification Standards for Historians or Architectural Historians (48 FR 44738-9/36 C.F.R. Part 61).

II. DESIGN CRITERIA

The final design of the new bridge trusses will include replacement of the existing Pennsylvania through trusses with visually similar, steel, Warren truss structures to maintain the general visual appearance of the bridge, both from the navigation channel and its surrounding viewshed on the Missouri and Illinois sides of the Project. Additionally, the existing masonry piers will be maintained and retrofitted to meet current safety standards. The existing masonry structures will not be damaged, but rather preserved via encasement, and the massing of the existing bridge will be maintained from within its viewshed. TRRA will submit final plans for MoSHPO review prior to Project implementation.

III. TREATMENT MEASURES FOR MERCHANTS BRIDGE

A. TRRA will develop archival documentation to the following specifications for the Merchants Bridge:

1. The bridge will be documented in accordance with Missouri Levels of Bridge Documentation (State Level) for Section 106 Mitigation of Adverse Effect Level I, including:
 - a. Archival photographs, consistent with NRHP and SHPO standards, will be taken, with sufficient coverage to provide overall views of the bridge and significant details of the bridge.
 - i. MoSHPO will be consulted regarding the adequacy of photographic coverage of the bridge and the selection of images prior to Project initiation.
 - ii. Photographs will be printed in an 8" X 10" format and labeled in a manner consistent with NRHP standards.
 - iii. Original photographs and digital images on archival discs will be provided to the MoSHPO and ILSHPO and maintained by USCG.
 - b. A copy of the as-built construction plans will be provided to the MoSHPO and ILSHPO in printed and high-quality digital format. Rehabilitation plans will be included in digital format.
 - c. A historical narrative describing the planning for and construction of the Merchants Bridge, and any significant historic themes associated with the planning and construction of the bridge, will be prepared.
 - d. A brief, reader-friendly bridge description will be prepared, referencing the archival photographs and bridge plans.
2. TRRA will provide copies of the documentation in subparagraphs III.A.1.(a)-(d) above:
 - a. to USCG, ILSHPO, and MoSHPO for review and approval before project initiation
 - b. to FRA before project initiation

- c. to other consulting parties upon request
 - d. at least one (1) library or historical society each in Madison County, Illinois and St. Louis, Missouri
 - e. for online access through the TRRA Website, City of St. Louis Website, and Great Rivers Greenway Website.
3. TRRA will advertise the Merchants Bridge as available for reuse following MoDOT's *Bridge Marketing Plan for the Relocation and Preservation in Place of Historic Bridges in Missouri* (2017, as amended; http://www.modot.org/freebridges/documents/2017_BridgeMarketingPlan_revised_FINAL_compiled.pdf), for a minimum period of ninety (90) days. Permission to purchase all or a portion of the structure for reuse will be subject to the following conditions:
- a. If a proposal(s) is received for reuse of the bridge, the TRRA, USCG, and MoSHPO will consider the proposal to determine if it is viable and ensures the long-term preservation of the bridge.
 - i. Removal would be conducted in conjunction with TRRA's construction schedule and under the supervision of TRRA personnel.
 - ii. Removal of truss elements would not impede TRRA's construction schedule and would have to occur one truss at a time as per current construction plans.
 - iii. If approved, the buyer would be responsible for the cost of removal and relocation as negotiated with a contractor employed by TRRA. Neither TRRA nor the other Signatories or consulting parties will incur additional costs to facilitate the structure's reuse.
 - b. If a third party does not come forward to take ownership of the bridge, TRRA's contractor will remove bridge plaques and give them into the care of TRRA.
4. TRRA will produce and install an interpretive panel on the history and engineering of the Merchants Bridge and its Chief Engineer, George Morison, along the Great River Greenway Trail on the Missouri side of the Project. TRRA will coordinate content with the other Signatories (see Stipulation V) and placement along the trail with the City of St. Louis and the Great Rivers Greenway Association.
- a. If Merchants Bridge is not relocated and reused, pieces of the bridge (as determined by TRRA and its contractor) and/or the portal plaques will be incorporated into the interpretive panel. TRRA will dispose of the remainder of the bridge trusses at its discretion.
5. TRRA will produce up to 100 printed copies of a brochure on regional Mississippi River bridges for distribution through visitor's centers and local attractions in the St. Louis and Venice region. TRRA will coordinate content with and provide an electronic copy of the document to the other Signatories (see Stipulation V). Possible recipients include the Missouri Division of Tourism St. Louis Welcome Center, the Greater St. Louis Convention and Visitors Commission, the Gateway Arch Visitors Center and Museum in St. Louis, and the Venice, Illinois City Government Building.

IV. UNANTICIPATED DISCOVERIES

- A. If properties are discovered that may be historically significant or unanticipated effects on historic properties are identified, USCG will comply with 36 C.F.R. § 800.6(c)(6) (2017) by consulting with MoSHPO, ILSHPO, and, if applicable, federally recognized Native American tribes that may attach religious and/or cultural significance to the identified or affected

property; and by developing and implementing avoidance, minimization, or mitigation measures with the concurrence of MoSHPO and ILSHPO and, if applicable, federally recognized Native American tribes.

- B. Historic and prehistoric human remains from non-federal, non-tribal lands are subject to protection under state burial laws. If encountered in Illinois, the provisions of the Illinois Human Skeletal Remains Protection Act (20 Ill. Comp. Stat. Ann. 3440 [West 2017]) will be followed; in Missouri, provisions of the Missouri Unmarked Human Burial Sites Act, (Mo. Ann. Stat. §§ 194.400-194.410 [West 2017]) and the Cemeteries Law Act (Mo. Ann. Stat. § 214 [West 2017]) will be followed. As such, if human remains are discovered during construction, work in that portion of the project will stop immediately. The remains will be covered and/or protected in place in such a way that minimizes further exposure of and/or damage to the remains in conformance with the relevant state law, and USCG will immediately consult with the MoSHPO or ILSHPO and local law enforcement as appropriate. If the remains are found to be Native American, in accordance with applicable state and federal laws, a treatment plan will be developed by USCG and the relevant SHPO(s) in consultation with appropriate federally recognized Native American tribes. USCG will ensure that any treatment and reburial plan is fully implemented. If the remains are not Native American, the appropriate local authority will be consulted to determine final disposition of the remains. Avoidance and preservation in place is the preferred option for treating human remains.

V. PREPARATION AND REVIEW OF DOCUMENTS

Unless otherwise provided in the above Stipulations, MoSHPO, ILSHPO, FRA, and USCG agree to provide comments on all studies, reports, plans, and other documentation arising from this MOA to TRRA within thirty (30) calendar days of receipt of complete information. If TRRA does not receive comments from SHPOs and other Signatories within the thirty (30) calendar-day review period, TRRA may assume that the non-responding party has no comments. TRRA will consult with responding parties as appropriate to ensure that all comments received within the thirty (30) calendar-day review period are considered.

VI. POST-REVIEW CHANGES

If TRRA proposes changes to the Project that may result in additional or new effects on historic properties, TRRA will notify USCG, FRA, MoSHPO, and ILSHPO of such changes. Before TRRA takes any action that may result in additional or new effects on historic properties, TRRA, USCG, FRA, MoSHPO, and ILSHPO will consult to determine the appropriate course of action.

VII. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, TRRA will provide USCG, MoSHPO, ILSHPO, and FRA a summary report detailing work undertaken pursuant to its terms. Such report will include any scheduling changes proposed, any problems encountered, and any disputes and objections received in TRRA's efforts to carry out the terms of this MOA.

VIII. DISPUTE RESOLUTION

Should any Signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, USCG will consult with such Signatory to resolve the objection. If USCG determines that such objection cannot be resolved within thirty (30) days, USCG will:

- A. forward all documentation relevant to the dispute, including USCG's proposed resolution, to the ACHP with a copy to the other Signatories to this MOA, and request that the ACHP provide USCG with its advice on the resolution of the objection within thirty (30) calendar days of receiving the documentation.
- B. make a decision on the dispute and proceed accordingly if the ACHP does not provide its advice regarding the dispute within the thirty (30) calendar day time period.
- C. document this decision in a written response to the objection that considers any timely comments regarding the dispute from the Signatories and provide the ACHP and Signatories with a copy of such written response.

USCG may then proceed according to its decision. The Signatories remain responsible for carrying out all other actions subject to the terms of this MOA that are not the subject of the dispute.

IX. AMENDMENTS

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

X. EFFECTIVE DATE AND DURATION

This MOA will be effective as of the date it is fully executed by all parties and filed with the ACHP. This MOA will expire if its terms are not carried out within ten (10) years from the date of its execution. Prior to such time, the Signatories may consult to reconsider the terms of the MOA and amend it in accordance with Stipulation IX above.

XI. TERMINATION

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

Once the MOA is terminated, and prior to work continuing, USCG must either (a) execute an MOA pursuant to 36 C.F.R. § 800.6 or (b) request, consider, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. USCG will notify the Signatories as to the course of action it will pursue.

[Remainder of page intentionally left blank; signature pages to follow.]

**MERCHANTS BRIDGE REHABILITATION PROJECT
MILE 183.2, MISSOURI RIVER
MEMORANDUM OF AGREEMENT**

SIGNATORIES:

UNITED STATES COAST GUARD:

By:



RADM

Commander, Eighth Coast Guard District

Date:

7 AUG 2017

**MERCHANTS BRIDGE REHABILITATION PROJECT
MILE 183.2, MISSOURI RIVER
MEMORANDUM OF AGREEMENT**

SIGNATORIES:

MISSOURI STATE HISTORIC PRESERVATION OFFICE

By: Toni M. Prawl Date: SEP 08 2017

Name Toni M. Prawl, PhD.
Title Director and Deputy State Historic Preservation Officer

**MERCHANTS BRIDGE REHABILITATION PROJECT
MILE 183.2, MISSOURI RIVER
MEMORANDUM OF AGREEMENT**

SIGNATORIES:

ILLINOIS STATE HISTORIC PRESERVATION OFFICE

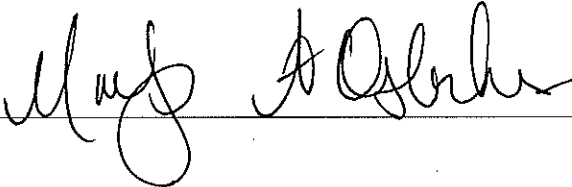
By:  Date: 9/1/17

Name Heidi Brown-McCreery
Title Illinois State Historic Preservation Officer

**MERCHANTS BRIDGE REHABILITATION PROJECT
MILE 183.2, MISSOURI RIVER
MEMORANDUM OF AGREEMENT**

INVITED SIGNATORY:

THE FEDERAL RAILROAD ADMINISTRATION

By:  Date: 8/21/2017

Name: Marlys Osterhues
Title: Division Chief, Environmental and Corridor Planning;
Office of Railroad Policy and Development

MERCHANTS BRIDGE REHABILITATION PROJECT
MILE 183.2, MISSOURI RIVER
MEMORANDUM OF AGREEMENT

INVITED SIGNATORY:

TERMINAL RAILROAD ASSOCIATION OF ST. LOUIS

By: Michael A. McCarthy Date: 8-10-2017

Name Michael A. McCarthy
Title President