



Minnesota
Historical Society

STATE HISTORIC PRESERVATION OFFICE

April 14, 2010

Mr. Paul Labovitz, Superintendent
National Park Service
Mississippi National River and Recreation Area
111 E. Kellogg Blvd., Suite 105
St. Paul, MN 55101-1256

RE: US Bureau of Mines, Twin Cities Research Center Main Campus
Minneapolis, Hennepin County
SHPO Number: 1996-0884

Dear Mr. Labovitz:

We have signed the final Memorandum of Agreement (MOA) for the above referenced project and are returning it with this letter.

While the MOA is silent on the matter, we wish to put on record our opinion that Coldwater Spring meets the criteria for listing in the National Register of Historic Places as a Traditional Cultural Property (TCP). Our staff has reviewed the ethnographic resources study prepared by your cultural resources consultant (June 2006) and are in agreement with their findings that the site does qualify as a TCP. We were surprised that the National Park Service has disagreed with this determination. We will be happy to discuss our reasoning. We want to be clear that signing the MOA in no way implies that we concur with the National Park Service's opinion on this matter. We fully expect to revisit this discussion during the separate Section 106 process referenced in Stipulation II.C. of the MOA that will be undertaken before determining the final treatment plan for Coldwater Spring.

In addition, we have some concerns regarding the extent and nature of future land restoration and landscape modification for this site. Stipulation II.B. of the MOA commits the National Park Service to sharing with us in advance any such landscape plans, and incorporating our review comments. We anticipate a continued discussion as your plans take shape.

Finally, we were pleased to learn that the Mendota Mdewakanton Dakota Community signed the MOA as a concurring party. We urge you to maintain communication and consultation with all the interested tribes as the conversation about treatment of this important site continues into the future.

Should you have any further questions about this matter, do not hesitate to call me at (651) 259-3466.

Sincerely,

Britta L. Bloomberg
Deputy State Historic Preservation Officer

**MEMORANDUM OF AGREEMENT
AMONG
THE U.S. NATIONAL PARK SERVICE, MISSISSIPPI NATIONAL RIVER AND
RECREATION AREA, U.S. FISH AND WILDLIFE SERVICE, AND THE MINNESOTA
STATE HISTORIC PRESERVATION OFFICER
REGARDING THE BUILDING REMOVAL, LAND RESTORATION AND PROPERTY
DISPOSITION
OF THE TWIN CITIES RESEARCH CENTER MAIN CAMPUS**

WHEREAS, the Secretary of the Interior has been vested with the authority to convey or retain property and facilities of the U.S. Bureau of Mines, Twin Cities Research Center Main Campus, (hereinafter "TCRC Main Campus"), in Hennepin County, Minnesota, by the Department of the Interior and Related Agencies Appropriations Act, 1996, Public Law 104-134, April 26, 1996, and Section 123 of the Omnibus Consolidated Appropriations Act, Public Law 104-208, September 30, 1996; Section 140 of The Department of the Interior and Related Agencies Appropriations Act, 2000, Public Law 106-113, November 29, 1999; and Section 127 of The Department of the Interior and Related Agencies Appropriations Act, 2001, Public Law 106-292, October 11, 2000; and

WHEREAS, the Department of Interior has selected a Preferred Alternative that calls for removing the 11 TCRC Main Campus buildings, restoring the land to a mostly natural landscape and retaining the property in the Department of the Interior for management by Mississippi National River and Recreation Area (hereinafter "MNRRA"); and

WHEREAS, the TCRC Main Campus is located within the jurisdictional limits of the 72-mile MNRRA, a unit of the National Park Service (hereinafter "NPS"), and MNRRA has been designated by Congress to lead the public planning process pursuant to the National Environmental Policy Act of 1969 (NEPA) to address the disposition and treatment of the TCRC Main Campus; and

WHEREAS, the NPS acting through MNRRA has been designated as the lead federal agency for conducting the Section 106 process under the National Historic Preservation Act, pursuant to Section 800.2(a)(2) of the regulations (36 CFR 800) implementing Section 106; and

WHEREAS, the U.S. Fish and Wildlife Service (hereafter "FWS") is involved with management of the TCRC Main Campus and will cooperate in the building removal and land restoration work called for under the Preferred Alternative; and

WHEREAS, a portion of the TCRC Main Campus is within the Fort Snelling National Historic Landmark (hereinafter "Fort Snelling NHL") and within a portion of the Fort Snelling National Register of Historic Places District (hereinafter "Fort Snelling National Register District"), and the TCRC Main Campus is considered eligible for listing in the National Register of Historic Places; and

WHEREAS, MNRRA will develop an Implementation Plan to define the specific treatment of Coldwater Spring and Reservoir and the need for and extent of trails, interpretive signage, parking, and other site amenities and will conduct a public review process for the Implementation Plan; and

WHEREAS, MNRRA has initiated consultation with the Minnesota State Historic Preservation Office (hereinafter "SHPO"), pursuant to Sections 800.3-800.6 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (hereinafter "NHPA") of 1966, as amended; and

WHEREAS, MNRRA notified the Advisory Council on Historic Preservation (hereinafter "ACHP") of this undertaking per Sec. 800.6(a)(1) in a letter dated February 26, 2009, and the ACHP has not responded, and MNRRA is proceeding per Section 800(b)(1); and

WHEREAS, MNRRA has notified 20 federally-recognized American Indian tribes in Minnesota, Nebraska, North Dakota, Oklahoma, South Dakota, and Wisconsin of this undertaking, and as the Dakota have been identified as the tribes with an interest in the undertaking, they have been invited to concur in this Agreement; and

WHEREAS, the Mendota Mdewakanton Dakota Community, Preservation Alliance of Minnesota, Preserve Camp Coldwater Coalition, Friends of Coldwater, Friends of Fort Snelling and Friends of the Mississippi River, have participated in the consultation and have been invited to concur with this Agreement as concurring parties; and

WHEREAS, MNRRA has consulted with and considered the views of American Indian tribes and the public concerning the potential effects on cultural resources of a variety of alternatives for the management, treatment and disposition of the TCRC Main Campus during the Draft EIS process by holding public meetings for scoping and writing of the Draft EIS, by taking comments orally and in writing at the public meetings, and accepting comments by fax, mail and email and has shared these comments with the SHPO; and

WHEREAS, MNRRA held a public open house on February 23, 2009, to present information concerning the Preferred Alternative and its potential for effects on historic properties, pursuant to Sections 800.2(d)(1)-800.2(d)(2) of the regulations (36 CFR Part 800) implementing Section 106, and

WHEREAS, through the consultation process, MNRRA, FWS, and MNSHPO have determined that the demolition of the TCRC Main Campus Buildings and related infrastructure would

constitute an adverse affect on the TCRC Main Campus Historic District and has the potential to adversely affect historic and archaeological resources related to Fort Snelling NHL and Historic District and American Indian history; and

WHEREAS, MNRRA plans to leave Coldwater Reservoir in its current condition until such time as more thorough planning for its treatment can be accomplished and until such time as funding is available for implementing that treatment, and by leaving the reservoir in its current condition it will continue to deteriorate, which constitutes an adverse effect; and

NOW THEREFORE, MNRRA, FWS, and MNSHPO agree that this Agreement will be carried out with the following stipulations in order to take into account the known and potential effects of the Preferred Alternative, if implemented, on historic and archaeological properties.

STIPULATIONS

MNRRA will ensure that the following actions are carried out:

I. As mitigation for the demolition of the NRHP eligible TCRC Main Campus Buildings and related infrastructure, MNRRA will:

A. Prepare a Minnesota Historic Property Record (hereinafter "MHPR"). The MHPR shall be prepared in accordance with the SHPO's Minnesota Historic Property Record Guidelines by professionals who meet the qualifications set forth in The Secretary of the Interior's Professional Qualification Standards (44 FR 44738-9) for history. The completed MHPR shall be submitted to and accepted by the MNSHPO prior to the demolition of TCRC Main Campus Buildings and related infrastructure.

B. Interpret the history of the TCRC by:

1. Providing on site signage telling the story of the Bureau of Mines, as provided for in the Implementation Plan.

2. Presenting the history of the TCRC on the MNRRA web site, including the MHPR documentation and the history section of Tony Godfrey's and Amy Ollendorf's "Literature Search and Records Review" (December 9, 1996).

II. Coldwater Spring and Reservoir

A. MNRRA will maintain the Spring House until the final treatment is determined by the Implementation Plan process.

B. MNRRA will ensure that building removal and land restoration actions around the Spring and Reservoir do not cause harm to them. MNRRA will share the draft plan for the land restoration work around the Spring and Reservoir with the concurring parties, who will have 30 days to comment on the draft. In consultation with the MNSHPO and FWS, MNRRA will finalize the restoration plan.

C. MNRRA will initiate a separate Section 106 review for determining the final treatment of Coldwater Spring and Reservoir during the Implementation Plan process and will notify the concurring parties when this process begins.

III. Assessment of Effects to Archaeological Resources within 21HE99. MNRRA will conduct an archaeological investigation to determine whether archaeological resources are located within the Area of Potential Effect for building and infrastructure removal. If artifacts or archaeological features are identified, an evaluation phase will provide the basis for a determination of effect. If adverse effects to archaeological resources cannot be avoided, a mitigation plan will be drafted and implemented in consultation with the SHPO. Those wishing to observe the archaeological investigation will be allowed to visit the site while the investigation is underway. MNRRA will notify the concurring parties at least 15 days prior to the start of the investigation. Artifacts and related data will be curated by the NPS. Photographs of noteworthy artifacts will be posted with interpretive text on the MNRRA web site. If found, American Indian human remains and mortuary artifacts will be handled as provided for under Human Remains (Stipulation V).

IV. Unanticipated Discoveries

A. MNRRA shall adhere to the following process for the treatment of unexpected discoveries:

1. In the event that a previously unidentified, in situ, archaeological resource is discovered during ground disturbing activities, the contractor shall be required by the contract to immediately notify the FWS who then shall immediately notify the MNSHPO and MNRRA. The contract will require that all ground disturbing activities in the immediate area of the archaeological resource, as well as in the surrounding area where further subsurface archeological resources can reasonably be expected to occur, be stopped. MNRRA cultural resources staff will inspect the work site and determine the area and significance of the affected archeological property and notify the MNSHPO of its findings, including recommendations

concerning the significance of the archeological property and ideas for how to avoid, minimize or mitigate any adverse effects.

2. Within ten (10) working days of receiving MNRRA's report of findings and recommendations regarding the original notification of the discovery, the MNSHPO will respond to MNRRA with its comments and recommendations. If requested by the SHPO, MNRRA and the MNSHPO will meet to resolve any outstanding issues, and the MNSHPO shall have an opportunity to be involved in the development and implementation of an appropriate treatment plan. Construction work may then continue in the project area as defined in the treatment plan.

3. Where the in situ resource is of possible American Indian origin, MNRRA will notify the list of tribes attached and request comments on the plan. The tribes will have 15 days to respond. MNRRA and the MNSHPO will consider the comments of the tribes and determine how to proceed.

V. Human Remains

A. MNRRA and FWS shall adhere to the following process and ensure that construction documents contain the following provisions for the treatment of human remains:

1. Human remains and associated funerary objects encountered during building and infrastructure removal or land restoration work shall be treated in the manner consistent with the Native American Graves Protection and Repatriation Act and NPS Policies, Director's Orders, Rules & Guidelines and with Minnesota State Law where it is not in conflict with federal laws and regulations.

2. The treatment of American Indian human remains and associated funerary objects will be determined in consultation with the interested tribes and THPOs. All reasonable efforts will be made to avoid disturbing American Indian grave sites and associated artifacts. To the extent possible, MNRRA and FWS will ensure that the public is excluded from viewing any American Indian grave sites and associated artifacts. No photographs of any Native American grave sites and/or associated funerary objects will be released to the press or to the public.

VI. Amendment

If any of the signatories to this Agreement determine that an amendment is necessary, the signatory will immediately request an amendment to the Agreement. MNRRA will notify the other parties to this Agreement about the proposed amendment, and they will have 15 days to provide their comments to MNRRA and the SHPO. Such an amendment will become effective on the date of approval by the signatory parties.

VII. Dispute Resolution

A. Should MNRRA, SHPO, or other signatories object at any time any action proposed or the manner in which the terms of this Agreement are implemented, MNRRA shall consult with such party to resolve the objection. MNRRA consultation shall take place within 10 days of receipt of said objection and shall be documented in the form of meeting notes and/or written letter of response. If MNRRA, in consultation with the SHPO, determines, within 30 days of documenting consultation efforts with the objecting party that the objection cannot be resolved, MNRRA shall:

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

VIII. Termination. MNRRA, SHPO, and the other signatory parties to this Agreement may terminate the Agreement by providing 30 day's written notice to the other signatories, provided the signatories consult during the period prior to termination to agree on amendments or other actions that would avoid termination. If the Agreement is terminated and MNRRA elects to continue with the undertaking, MNRRA will reinstate review of the undertaking in accordance with 36 CFR 800.3 through 880.13.

X. Duration

This Agreement shall become effective when signed by the last signatory and shall remain in effect until December 31, 2012, or until the completion of all tasks stipulated in this Agreement. If the tasks are not completed by this date, MNRRA may make a request to the MNSHPO to extend or renegotiate the terms of this Agreement. No extension or modification will be effective unless approved by the primary signatories in writing.

Execution of this Agreement by MNRRA, FWS, and MNSHPO and the implementation of its terms, demonstrates that MNRRA and FWS have complied with the Section 106 process and afforded the ACHP an opportunity to comment on the project.

SIGNATORIES:

MISSISSIPPI NATIONAL RIVER AND RECREATION AREA
NATIONAL PARK SERVICE

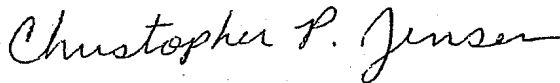


Paul R. Labovitz, Superintendent

2-26-10

Date:

U.S. FISH AND WILDLIFE SERVICE, REGION 3



for Tom Melius, Director

Date: 3/3/2010

MINNESOTA STATE HISTORIC PRESERVATION OFFICE



Nina Archabal, State Historic Preservation Officer

Date: 4/14/10

CONCURRING PARTIES:

I concur with the Memorandum of Agreement among the Minnesota State Historic Preservation Office, United States Fish and Wildlife Service, and National Park Service (MNRRA) regarding the Bureau of Mines, Twin Cities Research Center Main Campus.

Dorothy D. Waltz
Dorothy Waltz, President (PAST)
Friends of Fort Snelling

3-8-2010
Date

Carol M. Forbes
Current President

3/8/2010

- Concurring Parties:
- Crow Creek Sioux Tribe, Chair
 - Flandreau Santee Sioux Tribe, President
 - Fort Peck Assiniboine and Sioux
 - Friends of Coldwater
 - Friends of Fort Snelling
 - Friends of the Mississippi River
 - Lower Sioux Indian Community, President
 - Mendota Mdewakanton Dakota Community
 - Prairie Island Indian Community, President
 - Preservation Alliance of Minnesota
 - Preserve Camp Coldwater Coalition
 - Santee Sioux Tribe of Nebraska, Chair
 - Shakopee Mdewakanton Sioux Community, Chair
 - Sisseton Wahpeton Oyate, Chairman
 - Spirit Lake Dakotah Nation, Chair
 - Upper Sioux Community, Chair

CONCURRING PARTIES:

I concur with the Memorandum of Agreement among the Minnesota State Historic Preservation Office, United States Fish and Wildlife Service, and National Park Service (MNRRA) regarding the Bureau of Mines, Twin Cities Research Center Main Campus.

Bonnie McDonald
Bonnie McDonald, Executive Director
Preservation Alliance of Minnesota

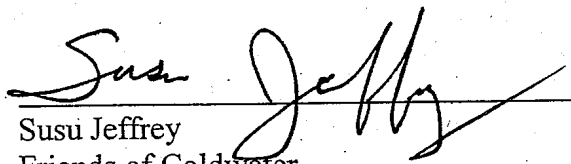
January 26, 2010
Date

Concurring Parties:

Crow Creek Sioux Tribe, Chair
Flandreau Santee Sioux Tribe, President
Fort Peck Assiniboine and Sioux
Friends of Coldwater
Friends of Fort Snelling
Friends of the Mississippi River
Lower Sioux Indian Community, President
Mendota Mdewakanton Dakota Community
Prairie Island Indian Community, President
Preservation Alliance of Minnesota
Preserve Camp Coldwater Coalition
Santee Sioux Tribe of Nebraska, Chair
Shakopee Mdewakanton Sioux Community, Chair
Sisseton Wahpeton Oyate, Chair
Spirit Lake Dakotah Nation, Chair
Upper Sioux Community, Chair

CONCURRING PARTIES:

I concur with the Memorandum of Agreement among the Minnesota State Historic Preservation Office, United States Fish and Wildlife Service, and National Park Service (MNRRA) regarding the Bureau of Mines, Twin Cities Research Center Main Campus.



Susi Jeffrey
Friends of Coldwater

January 24, 2010
Date

Concurring Parties:

Crow Creek Sioux Tribe, Chair
Flandreau Santee Sioux Tribe, President
Fort Peck Assiniboine and Sioux
Friends of Coldwater
Friends of Fort Snelling
Friends of the Mississippi River
Lower Sioux Indian Community, President
Mendota Mdewakanton Dakota Community
Prairie Island Indian Community, President
Preservation Alliance of Minnesota
Preserve Camp Coldwater Coalition
Santee Sioux Tribe of Nebraska, Chair
Shakopee Mdewakanton Sioux Community, Chair
Sisseton Wahpeton Oyate, Chairman
Spirit Lake Dakotah Nation, Chair
Upper Sioux Community, Chair

CONCURRING PARTIES:

I concur with the Memorandum of Agreement among the Minnesota State Historic Preservation Office, United States Fish and Wildlife Service, and National Park Service (MNRRA) regarding the Bureau of Mines, Twin Cities Research Center Main Campus.



Whitney Clark, Executive Director
Friends of the Mississippi River

2/18/10


Date

Concurring Parties:

Crow Creek Sioux Tribe, Chair
Flandreau Santee Sioux Tribe, President
Fort Peck Assiniboine and Sioux
Friends of Coldwater
Friends of Fort Snelling
Friends of the Mississippi River
Lower Sioux Indian Community, President
Mendota Mdewakanton Dakota Community
Prairie Island Indian Community, President
Preservation Alliance of Minnesota
Preserve Camp Coldwater Coalition
Santee Sioux Tribe of Nebraska, Chair
Shakopee Mdewakanton Sioux Community, Chair
Sisseton Wahpeton Oyate, Chairman
Spirit Lake Dakotah Nation, Chair
Upper Sioux Community, Chair

CONCURRING PARTIES:

I concur with the Memorandum of Agreement among the Minnesota State Historic Preservation Office, United States Fish and Wildlife Service, and National park Service (MNRRA) regarding the Bureau of Mines, Twin cities Research Center Main Campus.



Tom Holtzleiter
Preserve Camp Coldwater Coalition

Feb 23 2010
Date

Concurring Parties:

Crow Creek Sioux Tribe, Chair
Flandreau Santee Sioux Tribe, president
Fort Peck Assiniboine and Sioux
Friends of Coldwater
Friends of Fort Snelling
Friends of the Mississippi River
Lower Sioux Indian Community, president
Mendota Mdewakanton Dakota Community
Prairie Island Indian Community, president
Preservation Alliance of Minnesota
Preserve Camp Coldwater Coalition
Santee Sioux Tribe of Nebraska. Chair
Shakopee Mdewakanton Sioux Community , Chair
Sisseton Wahpeton Oyate, Chairman
Spirit Lake Dakotah Nation, Chair
Upper Sioux Community, Chair

CONCURRING PARTIES:

I concur with the Memorandum of Agreement among the Minnesota State Historic Preservation Office, United States Fish and Wildlife Service, and National Park Service (MNRRA) regarding the Bureau of Mines, Twin Cities Research Center Main Campus.

Curtis LeClaire
Curtis LeClaire, Chair
Mendota Mdewakanton Dakota Community

3-09-2010
Date

Concurring Parties:

Crow Creek Sioux Tribe, Chair Flandreau Santee Sioux Tribe, President Fort Peck Assiniboine and Sioux Friends of Coldwater Friends of Fort Snelling Friends of the Mississippi River Lower Sioux Indian Community, President Mendota Mdewakanton Dakota Community Prairie Island Indian Community, President Preservation Alliance of Minnesota Preserve Camp Coldwater Coalition Santee Sioux Tribe of Nebraska, Chair Shakopee Mdewakanton Sioux Community, Chair Sisseton Wahpeton Oyate, Chairman Spirit Lake Dakota Nation, Chair Upper Sioux Community, Chair