

**MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION AND
THE INDIANA STATE HISTORIC PRESERVATION OFFICER
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36 C.F.R. 800
REGARDING THE REPLACEMENT OF HISTORIC BRIDGE #2055A
IN CORUNNA, RICHLAND TOWNSHIP, DEKALB COUNTY, INDIANA**

WHEREAS the Federal Highway Administration ("FHWA") proposes to fund the replacement of Historic Bridge #2055A in Corunna, Richland Township, DeKalb County, Indiana; and

WHEREAS the FHWA, in consultation with the Indiana State Historic Preservation Officer ("SHPO"), has defined this bridge replacement's area of potential effects, as the term defined in 36 C.F.R. 800, to be the area within the boundaries shown in the map in the Section 800.11(e) document; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has found that Historic Bridge #2055A is within the area of potential effects; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. 800, that Historic Bridge #2055A is eligible for inclusion in the National Register of Historic Places; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has determined pursuant to 36 C.F.R. 800 that the bridge replacement will have an adverse effect on Historic Bridge #2055A; and

WHEREAS the FHWA has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and its implementing regulations (36 C.F.R. Part 800) to resolve the adverse effect on Historic Bridge #2055A; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has invited the Indiana Department of Transportation to participate in the consultation and to become a signatory to this memorandum of agreement; and

NOW, THEREFORE, the FHWA and the Indiana SHPO agree that, upon the submission of a copy of this executed memorandum of agreement, as well as the documentation specified in 36 C.F.R. Section 800 to the Advisory Council on Historic Preservation ("Council" pursuant to 36 C.F.R. 800) and upon the FHWA's approval of the bridge replacement, the FHWA shall ensure that the following stipulations are implemented in order to take into account the effect of the bridge replacement on historic properties.

Stipulations

FHWA shall ensure the following stipulations are implemented.

I. **MARKETING PLAN**

A. INDOT shall publish a public notice which shall offer the bridge for relocation and reassembly. The offer will be made to the public through notices in the Indianapolis Star, and a widely circulated DeKalb County newspaper. The notice shall include the following types of information: location of the bridge, by road, section, range, township, and county; request for any state or local government agency, or responsible private entity who might be interested in moving and/or rehabilitating the historic bridge for preservation purposes; the new owner must agree to maintain the bridge and features that gives it historic significance; the recipient can be reimbursed for 80% of the cost incurred in such activities as relocation, site preparation, reassembly, rehabilitation work, preparation of engineering plans, and any regulatory permits; the new owner must assume

all future legal and financial responsibility for the bridge; whom to contact for additional information with address and telephone number; deadline for submitting a written proposal and the address to send the proposal.

B. INDOT shall publish a public notice which shall offer the bridge for disassembly and relocation to a temporary holding facility. The offer will be made to the public through notices in the Indianapolis Star, and a widely circulated DeKalb County newspaper. This notice will run concurrently with the notice described in section A. The notice shall include the following types of information: location of the bridge, by road, section, range, township, and county; request for any state or local government agency, or responsible private entity who might be interested in moving and/or rehabilitating the historic bridge for preservation purposes; the new owner must agree to maintain the bridge and features that gives it historic significance; the recipient can be reimbursed for 80% of the cost incurred in such activities as relocation, site preparation, reassembly, rehabilitation work, preparation of engineering plans, and any regulatory permits; the new owner must assume all future legal and financial responsibility for the bridge; whom to contact for additional information with address and telephone number; deadline for submitting a written proposal and the address to send the proposal.

C. Before the structure is dismantled or demolished, it will be photographed and a brief document will be written detailing the history of the structure. Copies of the documentation will be submitted to SHPO, State Archives and a Local Historic Organization and/or Museum. This document will be written in accordance with the Indiana Historic Standards.

D. INDOT shall review all offers for the bridge in consultation with the SHPO prior to acceptance. The FHWA through the INDOT shall ensure that the bridge is moved in accordance with the approaches recommended in Moving Historic Bridges (John Obed Curtis. AASLH, published by the Preservation Assistance Division, National Park Service, US Department of the Interior in 1979).

E. If there is no acceptable offer for the bridge from either public notice during the 60 day advertising period, the bridge may be demolished.

F. INDOT shall ensure the Indiana SHPO is afforded 30 days to review and comment on the proposal to dismantle and relocate the bridge and on the new site for the bridge.

G. INDOT shall afford the SHPO the opportunity to reevaluate the property on its new site.

II. DISPUTE RESOLUTION

Disagreement and misunderstanding about how this memorandum of agreement is or is not being implemented shall be resolved in the following manner:

A. If the Indiana SHPO or any invited signatory to this memorandum of agreement should object in writing to the FHWA regarding any action carried out or proposed with respect to the bridge replacement or implementation of this memorandum of agreement, then the FHWA shall consult with the objecting party to resolve this objection. If after such consultation the FHWA determines that the objection cannot be resolved through consultation, then the FHWA shall forward all documentation relevant to the objection to the Council, including the FHWA's proposed response to the objection. Within 45 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

- i. Provide the FHWA with a staff-level recommendation, which the FHWA shall take into account in reaching a final decision regarding its response to the objection; or

- ii. Notify the FHWA that the objection will be referred for formal comment pursuant to 36 C.F.R. 800, and proceed to refer the objection and comment. The FHWA shall take into account the Council's comments in reaching a final decision regarding its response to the objection.

B. The FHWA shall take into account any Council comment or recommendations provided in accordance with this stipulation with reference only to the subject of the objection. The FHWA's responsibility to carry out all actions under the memorandum of agreement that are not the subjects of the objection shall remain unchanged.

III. POST REVIEW DISCOVERY

In the event that one or more historic properties--other than Historic Bridge #2055A-- are discovered or that unanticipated effects on historic properties are found during the implementation of this memorandum of agreement, the FHWA shall follow the procedure specified in 36 C.F.R. 800.

IV. AMENDMENT

Any signatory to this memorandum of agreement may request that it be amended, whereupon the parties shall consult to consider the proposed amendment. 36 C.F.R. 800 shall govern the execution of any such amendment.

V. TERMINATION

A. If the terms of this memorandum of agreement have not been implemented by June 1, 2013, then this memorandum of agreement shall be considered null and void. In such an event, the FHWA shall so notify the parties to this memorandum of agreement and, if it chooses to continue with the bridge replacement, then it shall reinitiate review of the bridge replacement in accordance with 36 C.F.R. 800.

B. Any signatory to the memorandum of agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA shall comply with 36 C.F.R. 800 with regard to the review of the bridge replacement.

C. In the event that the FHWA does not carry out the terms of this memorandum of agreement, the FHWA shall comply with 36 C.F.R. 800 with regard to the review of the bridge replacement.

The execution of this memorandum of agreement by the FWHA, Indiana Department of Transportation, and the Indiana SHPO, the submission of it to the Council with the appropriate documentation specified in 36 C.F.R. 800, and the implementation of its terms evidence that the FHWA has afforded the Council an opportunity to comment on the bridge replacement and its effect on historic properties and that the FHWA has taken into account the effects of the bridge replacement on historic properties.

SIGNATORIES (required):

FEDERAL HIGHWAY ADMINISTRATION

Signed by: Mark Fuller Date: July 22, 2003

Name and Title: John R. Baxter, P.E., Division Administrator

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by: J.R. Goss Date: 12-3-03

Name and Title: John R. Goss, State Historic Preservation Officer

INVITED SIGNATORIES

INDIANA DEPARTMENT OF TRANSPORTATION

Signed by: Timothy J. Jeffers Date: 7/17/03

Name and Title: J. Bryan Nicol, Commissioner for JBN