

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. Section 800.6(b)(iv)
REGARDING THE REPLACEMENT OF BRIDGE #67-55-1564A CARRYING SR 67
OVER LAMBS CREEK
IN JEFFERSON TOWNSHIP, MORGAN COUNTY, INDIANA

WHEREAS the Federal Highway Administration (“FHWA”) proposes to replace Bridge #67-55-1564A carrying SR 67 over Lambs Creek, a single-span steel Pratt pony truss, in Jefferson Township, Morgan County, Indiana; and

WHEREAS the FHWA, in consultation with the State Historic Preservation Officer (“Indiana SHPO”), has defined the undertaking’s area of potential effects, as the term defined in 36 C.F.R. Section 800.16(d), to be the area within the proposed right-of-way and those parcels of land immediately adjacent to proposed project; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has determined that Bridge #67-55-1564A is included within the APE; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. Section 800.4(c), that Bridge #67-55-1564A 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. Section 800.5(a), that the bridge replacement project will have an adverse effect on Bridge #67-55-1564A; 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 of the bridge replacement project on Bridge #67-55-1564A; and

WHEREAS the public was given an opportunity to comment on the undertaking’s adverse effect in a notice published in the Martinsville Reporter on May 10, 2008; and

WHEREAS the FHWA has notified the Advisory Council on Historic Preservation (“Council”) of the adverse effect and invited the Council’s participation in the project pursuant to 36 CFR Section 800.6(a)(1), in a letter dated June 12, 2008 and with the 800.11(e) documentation mailed on June 20, 2008; and

WHEREAS the Council declined to participate in consultation by not responding to the notification; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has invited the Indiana Department of Transportation (“INDOT”) to participate in the consultation and 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 800.11(e) and (f) to the Council (pursuant to 36 C.F.R. Section 800.6[b][1][iv]) and upon the FHWA’s approval of the replacement of Bridge #67-55-1564A, the FHWA shall ensure that the following stipulations are implemented in order to take into account the effect of the replacement of Bridge #67-55-1564A on historic properties.

STIPULATIONS

I. MITIGATION STIPULATIONS

- A. The INDOT shall actively pursue finding a new location for Bridge #67-55-1564A by advertising the availability of the historic bridge for disassembly and reassembly in a new location or storage in a temporary holding facility until it can be reassembled in a new location. The public notice will be advertised in the *Indianapolis Star* and two (2) local newspapers covering that portion of the state near Morgan County. The first public notice shall occur within three (3) months of the signing of this document. Subsequent public notices shall occur triennially while the bridge is in storage. The notice shall include the following information:
- Location of the bridge by structure number, facility carried, feature crossed, township, and county.
 - Request for any state or local governmental agency or responsible private entity who might be interested in moving and rehabilitating the historic bridge for preservation purposes.
 - The new owner must agree to maintain the bridge and features that give it its historic significance for a period of twenty-five (25) years.
 - The new owner must leave the bridge open to the public.
 - The recipient may be eligible to apply for reimbursement for 80% of the cost incurred in such activities as disassembly, relocation, site preparation, mapping/marketing of pieces, reassembly, rehabilitation work, preparation of engineering plans, and any regulatory permits.
 - If relocated to a holding facility, the new owner must agree to store the bridge in a manner that will not cause excessive deterioration.
 - 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.
 - Address to send the written proposal.
- B. Bridge #67-55-1564A's availability will continue to be posted on the INDOT's "Historic Bridge Marketing" website until December 31, 2024.
- C. The INDOT shall actively pursue finding a new location for Bridge #67-55-1564A by direct mailings to the organizations invited to be consulting parties - Morgan County officials, Morgan County trail organizations, and state and local parks located in Morgan County. When preparing the direct mailing, the INDOT will request that Indiana SHPO review the list and submit names of any other parties that should receive the mailing. The content of the mailing shall be similar to that in the public notice described above. The first direct mailing shall occur within three (3) months of the signing of this document and subsequent mailings shall be on a triennial basis while the bridge is in storage.
- D. Any potential eligible entities interested in Bridge #67-55-1564A shall be required to submit a written proposal to INDOT, FHWA, and Indiana SHPO for review and approval. This submittal shall include photographs of the proposed relocation site. The suitable applicant shall have sufficient funding to encompass the cost of the local funding portion (20 percent match) of the acquisition/maintenance/liability such that no additional costs shall be borne by the INDOT.
- E. Qualified recipient(s) of the structure will be eligible to apply for Federal Transportation Enhancement Funds, which, if awarded, reimburse recipients for 80% of eligible costs related to rehabilitating the structure. Qualified recipients are recognized as:
- Indiana Public Agency
 - Indiana Non-Profit Organization

- F. The recipient of Bridge #67-55-1564A must agree to the following terms before accepting ownership of the structure:
1. Leave the bridge open to the public.
 2. Maintain the features that give the bridge its historic significance for a period of twenty-five (25) years.
 3. Assume future legal and financial responsibility for the bridge.
 4. Archaeology shall be performed as needed for the proposed relocation site. The archaeological investigations shall be conducted in consultation with SHPO. If archaeological findings block the possibility of the originally chosen site, a new site may be chosen.
 5. Before beginning construction activities, detailed rehabilitation and reassembly plans shall be submitted to the Indiana SHPO and INDOT Cultural Resources Section for review. If the Indiana SHPO and INDOT Cultural Resources Section do not respond within thirty (30) days of receipt of the information, acceptance will be assumed.
- G. If a qualified recipient is not found by April 2, 2009, then the INDOT shall disassemble and store Bridge #67-55-1564A at a state owned facility until a qualified recipient steps forward to accept the bridge or until December 31, 2024.
- H. As Bridge #67-55-1564A is being disassembled, its components shall be match-marked and mapped.
- I. If Bridge #67-55-1564A is stored, the larger components shall be placed on blocks or railroad ties and stored off the ground to discourage further deterioration of the bridge members. Smaller components (e.g., detached gusset plates, bearings, pins, bracing rods and lower chord eye-bars, etc.) and other detached members shall be stored indoors or in an otherwise locked facility.
- J. Prior to the commencement of disassembly and construction activities, Bridge #67-55-1564A shall be documented, including, at a minimum, the following elements:
1. The following historic documentation information shall be saved as a Microsoft Word document on a compact disk ("CD") or digital video disk ("DVD").
 - a. A cover page with the historic name or names (i.e., Bridge #67-55-1564A), most recent name (if any), and street address of the historic property.
 - b. A typed or printed description of the historic property, including at least the following:
 - i. A verbal description of the property's design, which shall include building materials, architectural/engineering style, plan, number of stories, organization of major elevations, notable architectural/engineering features, and a statement of the overall dimensions of the property (length, height, and width).
 - ii. A copy of the applicable 1:24K/25K USGS topographic map, at a scale of 1:50,000, with the location of the historic property marked.
 - iii. A map of the Township with the location of the historic property clearly marked.
 - c. A brief, typed or printed history of the property and a written statement of the property's significance to Morgan County and its architectural/engineering significance, focusing, in particular, on its history up to and including the year that is 50 years before the year in which this documentation is prepared. Documentation must include the date or era of construction, as well as the architect/engineer and builder (if known), dates and descriptions of any major alterations, association with any historic events, movements, and/or association with historically significant people. A list of bibliographic sources, including author, title, place of publication and publisher, and date of publication must be included in this section.

2. Photographic documentation, consisting of digital images on a CD or DVD, will be completed prior to commencement of the bridge replacement project. The following procedures shall be followed:
 - a. A camera of at least 3.0 megapixel quality, with a .TIF setting capability, shall be used.

Please note: .TIF is not an option on many digital cameras, so please check your owner's manual. If .TIF is not available, images may be taken in another format, but they must be capable of conversion to the following size and resolution: size of each .TIF image must be 1600x1200 pixels at 300 ppi (pixels per inch) or larger. It is recommended that digital images be saved in 8-bit (or larger) color format, which provides maximum detail even when printed in black and white.
 - b. A CD or DVD containing a digital photo log and the electronic image files shall be provided to the Indiana SHPO.
 - i. The CD or DVD must be labeled with the name of the property, the Township, and the county in which the property is located.
 - ii. There must be a photo log for all photos, and the photo numbers of the saved digital images must correspond to the photo log.
 - iii. The photo log must contain the following:
 - property name
 - address
 - Township and County
 - location, cardinal direction of camera, and description of the view
 - date of photograph
 - iv. The individual image files must be labeled so that they reference the state and county in which the property is located. For example, the image files for Union Station in Marion County, Indiana, would be saved as "IN_MarionCounty_UnionStation1.tif," "IN_MarionCounty_UnionStation2.tif," and so on.
 - v. The electronic image files must be saved as uncompressed .TIF (Tagged Image File format) in keeping with the guidance on digital photographic records issued by the U.S. National Archives and Records Administration.
 3. If available, copies or high resolution scans of historic photographs should be included with information on the source of the original photographs.
 4. If available, existing, architectural/engineering drawings should be scanned into a readily available viewing program (such as PDF) and saved to the CD or DVD. Drawings should include, if available, a site plan, floor plans, structure elevations, and structure sections and details. If the drawings can not be scanned, they should be sized so that they are no smaller than 11" x 17" and no larger than 24" X 36".
- K. Prior to the commencement of demolition and construction activities, drafts of all of the specified documentation shall be submitted to the Indiana SHPO for preliminary review, with at least a thirty (30) day comment period, prior to submitting the final duplicate originals of the documentation to the designated recipients.
- L. Prior to the commencement of demolition and construction activities, the final version of the documentation specified in Stipulation H shall be submitted to the Indiana SHPO for review, approval, and ultimate transmittal to the Indiana State Archives.

1. The Indiana SHPO will print a copy of the historic documentation specified in Stipulation H.1 on acid free, 100% cotton paper.
 2. The Indiana SHPO will print two copies of the electronic image files from the CD or DVD. The cost of printing will be the current rate charged by the Indiana SHPO to print digital photos for National Register submissions and INDOT will receive an invoice before the photos have been printed. Payment must be received before the photos will be printed. One set of prints will be retained by the Indiana SHPO. The second set of prints will be mailed to INDOT.
- M. Prior to the commencement of demolition and construction activities, FHWA shall request that the Morgan County Public Library in Martinsville ensure that the documentation specified in Stipulation J shall be permanently retained and made available for examination by the public. Upon Morgan County Public Library's acceptance of the responsibility, the Morgan County Public Library shall be given a CD or DVD containing the information specified in Stipulation J, a printed copy of the information specified in Stipulation J-1, and one set of archival digital prints or black and white photographic prints. If the Morgan County Public Library declines to accept the documentation, another local repository or local institution shall be contacted and asked to accept the materials. The FHWA and the Indiana SHPO will review and determine the acceptability of another organization to accept the materials.

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 replacement of Bridge #67-55-1564A 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. Section 800.7(c), 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. If comments or recommendations from the Council are provided in accordance with this stipulation, then 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 Bridge #67-55-1564A, 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. Section 800.13, as well as and IC 14-21-1-27 and IC 14-21-1-29, by stopping work in the immediate area and informing the Indiana SHPO and the INDOT Cultural Resources Section of such unanticipated discoveries or effects within two (2) business days. Any necessary archaeological investigations will be conducted according to the provisions of IC 14-21-1 and

312 IAC 21, and the most current *Guidebook for Indiana Historic Sites and Structures Inventory Archaeological Sites*.

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. 800.6(c)(7) shall govern the execution of any such amendment.

V. TERMINATION

- A. If the terms of this memorandum of agreement have not been implemented by December 31, 2017, 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 replacement of Bridge #67-55-1564A, then it shall reinitiate review of the project in accordance with 36 C.F.R. Sections 800.3 through 800.7.
- 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. Sections 800.3 through 800.7 with regard to the review of the replacement of Bridge #67-55-1564A.
- 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. Sections 800.3 through 800.7 with regard to the review of the replacement of Bridge #67-55-1564A.

The execution of this memorandum of agreement by the FHWA, INDOT, and the Indiana SHPO, the submission of it to the Council with the appropriate documentation specified in 36 C.F.R. Section 800.11(e) and (f), and the implementation of its terms evidence that the FHWA has afforded the Council an opportunity to comment on the replacement of Bridge #67-55-1564A and its effect on historic properties and that the FHWA has taken into account the effects of the bridge replacement on historic properties.

Memorandum of Agreement
Replacement of Bridge #67-55-1564A
Des # 0100344
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SIGNATORY (Required)

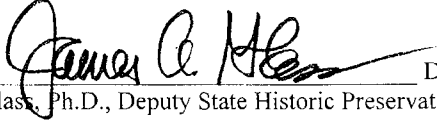
FEDERAL HIGHWAY ADMINISTRATION

Signed by:  Date: 9-3-2008
Robert F. Tally, Jr., P.E., Division Administrator

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SIGNATORY (Required)

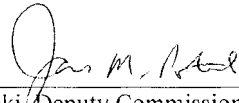
INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by:  Date: August 6, 2008
James A. Glass, Ph.D., Deputy State Historic Preservation Officer

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INVITED SIGNATORY

INDIANA DEPARTMENT OF TRANSPORTATION

Signed by:  Date: 7/30/08
Jim Poturalski, Deputy Commissioner, Highway Management