

**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. 800.6(b)(iv)
REGARDING THE REPLACEMENT OF BRIDGE #117
IN STONY CREEK TOWNSHIP, RANDOLPH COUNTY, INDIANA**

WHEREAS the Federal Highway Administration (“FHWA”) proposes to fund the replacement of Bridge #117 in Stony Creek Township, Randolph County, Indiana; and

WHEREAS the FHWA, in consultation with the Indiana State Historic Preservation Offices (“SHPO”), has defined this bridge replacement’s area of potential effects, as the term defined in 36 C.F.R. 800.16(d), to be the area within the boundaries shown on the map (D-20) in the submitted Section 800.11(e) document; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has found that Bridge #117 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. 800.4(c), that Bridge #117 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. 800.5(a), that the bridge replacement will have an adverse effect on Bridge #117; 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 Bridge #117; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has invited the Indiana Department of Transportation (“INDOT”) and the Randolph County Board of Commissioners (“the Board”) to participate in the consultation and to become signatories to this memorandum of agreement; 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) concerning the scope of work, and agreed to proceed with the project as proposed; 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. 800.11(e) and (f) to the Advisory Council on Historic Preservation (“Council” pursuant to 36 C.F.R. 800.6[b][1][iv]) and upon the FHWA’s approval of the replacement of Bridge #117, 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

- I. If the FHWA provides federal funds for the replacement of Bridge #117, the FHWA shall ensure that the following stipulations are implemented:
 - A. The Board shall publish a public notice which shall offer the bridge for relocation and reassemble. The offer will be made to the public through notices in the Indianapolis Star and the News-Gazette, a widely circulated Randolph County newspaper, and various e-mail solicitations to potential parties. The notice shall include the following types of information: location of the bridge by road, section, range, township, and county; further information and a picture can be accessed on the INDOT Web Page www.in.gov/dot/bridges; request for any Indiana public agencies or Indiana Non-Profit organizations who might be interested in moving and/or rehabilitating the historic bridge for preservation purposes; the new owner must agree to leave the bridge open to the public and maintain the features that gives it its historic significance for at least 25 years; the recipient can be reimbursed for 80% of the eligible cost with Transportation Enhancement Funds; 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. The Board shall publish a public notice which shall also 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 the News-Gazette, a widely circulated Randolph County newspaper, and various e-mail solicitations to potential parties. 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; further information and a picture can be accessed on the INDOT Web Page www.in.gov/dot/bridges; request for any Indiana public agencies or Indiana Non-Profit organizations who might be interested in storing the disassembled structure and search for future relocation, rehabilitation, and reassembly; the new owner must agree to store the bridge in a manner that will not cause excessive deterioration; the Board or other qualified agencies/organizations can be reimbursed for 80% of the eligible cost incurred with Transportation Enhancement Funds; 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. The INDOT and the Board 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 Buildings (John Obed Curtis. AASLH, published by the Preservation Assistance Division, National Park Service, U.S. Department of the Interior in 1979).
- D. If there is no acceptable offer for the Bridge from either public notice during the 60 day advertising period, the bridge will be dismantled in accordance with the approaches mentioned in section 'C' and stored on County property for a period of five years. During that time, the Board shall provide notification that the dismantled bridge is available for purchase and re-assembly at another location through INDOT's webpage. If such solicitation does not produce any acceptable offers to relocate and rehabilitate the structure, it may be disposed of.
- E. The Board shall provide the SHPO with the proposal to dismantle and relocate the bridge and the new site for the bridge. If the SHPO does not reply within thirty days of its receipt of said proposal, then the Commissioners may proceed without comments assuming that all other requirements have been satisfied.
- F. If the Commissioners will be replacing Bridge #117, then they shall ensure that the property is documented, prior to the commencement of construction and demolition activities, at a minimum, in the following manner:
 - a. A typed or printed cover page with the historic name or names, most recent name (if any), and street address of the historic property, on 8.5" by 11" paper.
 - b. A typed or printed description of the historic property on 8.5" by 11" paper, including at least the following:
 - i. A verbal description of the bridge's design including a description of materials and notable architectural/engineering features and a statement of the overall dimensions of the bridge (length, height, and width);
 - ii. A map of Stony Creek Township with the location of the historic property marked;
 - c. A brief, typed or printed history of the structure and a written statement of the structure's significance to Randolph County on 8.5" by 11" paper, focusing, in particular, on its history prior to 1950.
 - d. Black and white 35mm photographs showing multiple views of the bridge from different angles; photographs need not be mounted; the photographs shall be labeled on the reverse side to indicate the structure name, address, direction, and brief description of view, and name of the photographer (labels shall be typed and affixed onto the photographs).

- e. Copy of any available historical plans and elevations of the bridge. (If these records have not been retained by the County, the bridge's overall dimensions, such as height, length, and width, will be documented prior to disassembly.)
- G. Duplicate originals of the documentation specified in Stipulation F shall be distributed prior to the commencement of construction and demolition activities, as follows:
 - a. One set (with the photographic negatives) to the Indiana SHPO for review and approval and for ultimate transmittal to the Indiana State Archives.
 - b. One set to the Board of Commissioners of Randolph County who shall serve as a local repository and shall retain the documentation permanently in its files and make the documentation available for examination by the public.

II. OBJECTION RESOLUTION PROVISION

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 #117 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. 800.7(c), and to proceed to refer the object 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 from the Council are provided in accordance with stipulation (II)(A) of this memorandum of agreement, then the FHWA shall take into account any Council comment provided in accordance with 36 C.F.R. 800.7(a)(4) with reference only to the subject of the objection. The FHWA's responsibility to carry out all actions under this 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 #117--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. 800.13.

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, 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 replacement of Bridge

#117, then it shall reinitiate review of the bridge replacement in accordance with 36 C.F.R. 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. 800.3 through 800.7 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. 800.7 with regard to the review of the bridge replacement.

The execution of this memorandum of agreement by the FHWA, the INDOT, the Randolph County Board of Commissioners, and the Indiana SHPO, the submission of it to the Council with the appropriate documentation specified in 36 C.F.R. 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 #117 and its effect on historic properties and that the FHWA has taken into account the effects of its replacement on historic properties.

SIGNATORIES (required):

FEDERAL HIGHWAY ADMINISTRATION

Signed by: Mark Tute Date: 4/28/2003

Name and Title: John R. Baxter, Division Administrator
(Typed or printed)

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by: J.C.S. Date: 4.23.03

Name and Title: Jon C. Smith, IN-DSHPO
(Typed or printed)

INVITED SIGNATORIES

INDIANA DEPARTMENT OF TRANSPORTATION

Signed by: Richard Whitney Date: 4-4-03

Name and Title: Richard Whitney
Acting Commissioner
(Typed or printed)

RANDOLPH COUNTY BOARD OF COMMISSIONERS

Signed by: David Lenkensdoffer Date: 03-03-03

Name and Title: DAVID LENKENSDOFFER - President Randolph County Commissioners
(Typed or printed)

Signed by: Drew A Wright Date: 03-03-03

Name and Title: Drew A Wright
(Typed or printed)

Signed by: Ronald J. Chalfant Date: 3.03.03

Name and Title: RONALD J. CHALFANT
(Typed or printed)