MEMO OF UNDERSTANDING

This memorandum of understanding is made and entered into this 28th day of January, 1991 between the Indiana Department of Transportation (INDOT), the Indiana Department of Natural Resources (IDNR), and the U. S. Fish and Wildlife Service (USFWS) for the purpose of improving the regulatory programs process.

Whereas, INDOT, IDNR and USFWS wish to cooperate with each other to facilitate state and federal permitting requirements in the determination of the type and level of wetland mitigation required and,

Whereas, the INDOT will accomplish wetland mitigation through sequencing, i.e. avoiding impacts, minimizing impacts, rectifying impacts, reducing impacts over time and compensating impacts,

Therefore, in consideration of the terms and conditions set forth herein the INDOT, IDNR and USFWS agree as follows:

1. INDOT in cooperation with the IDNR and USFWS shall determine the quality and quantity of wetland habitat to be impacted by INDOT projects. INDOT will utilize the Federal Manual for Identifying and Delineating Jurisdictional Wetlands. The IDNR and USFWS will be requested to review and comment on INDOT's findings at the early coordination phase of project development.

2. INDOT, using the input from IDNR and USFWS, will formulate appropriate and practicable measures to offset unavoidable impacts to wetlands.

3. INDOT will send a summary or copy of the approved environmental document containing the measures to offset unavoidable impacts to wetlands to IDNR's Division of Fish and Wildlife and the USFWS.

4. If IDNR or the USFWS feel other appropriate and practicable measures are required for regulatory purposes they will notify INDOT in writing so INDOT can arrange a field review. The field review, which will include representatives from INDOT, IDNR and USFWS, will identify additional unavoidable impacts to wetlands and final compensation to the extent appropriate and practicable will be noted.

5. As a result of the field review, if all agencies agree, a mitigation agreement will be prepared. This agreement will be signed by the Department Director of IDNR, the Commissioner of INDOT and the supervisor of the USFWS Bloomington Indiana Field Office. The mitigation agreement will accompany all permit requests so the permitting agency has written documentation that agreement on wetland mitigation has been reached, by the three agencies.

6. Mitigation ratios acceptable to INDOT, IDNR and USFWS will be:

Wetland Type	Ratio
A) farmed	1 to 1
B) scrub-shrub and palustrine/ lacustrine emergent	2-3 to 1 depending upon quality
C) bottomland hardwood forest	3-4 to 1 depending upon quality
D) exceptional, unique, critical (i.e. cypress swamp)	4 and above to 1 depending upon quality

Acceptable mitigation shall be restoration or creation. The mitigation ratios take into consideration the initial loss plus a time factor to achieve in kind or greater value wetland habitat. The goal is to achieve no net loss of the wetland resource. Wetland mitigation ratios for violations or unpermitted activities shall be determined on a case by case basis.

7. The INDOT, IDNR and USFWS agree that due to conditions at certain project sites, wetland mitigation such as restoration or creation may not be available or may otherwise be impracticable. All parties further realize that in some cases agreement on appropriate and practicable wetland mitigation will not be attained by the three agencies. In those cases, the INDOT agrees to monetary compensation at the rate of $1500/acre, to be dedicated to a designated wetland restoration or wetland creation project(s) at the aforementioned specified mitigation ratios.

8. Reimbursement to IDNR and/or USFWS for personnel costs will be made by INDOT for formally requested work associated with wetland design, construction or monitoring for compliance and/or achievement of the intended purpose(s).

9. All parties agree that INDOT, not being a resource agency, will transfer title of lands acquired for wetland mitigation to an agreed upon recipient in lieu of INDOT holding such lands in perpetuity.

10. This document will be reviewed annually or more frequently at the request of any of the foregoing agencies.

Signatures

Commissioner
Indiana Department of Transportation

Director
Indiana Department of Natural Resources

January 28, 1991
Supervisor
U. S. Fish and Wildlife Service
Bloomington, Indiana Field Office