

TOOLKIT FOR THE DEVELOPMENT OF SECTION 106 MEMORANDA OF AGREEMENT



May 2025

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EXECUTIVE SUMMARY AND INTRODUCTION

In September 2023 a [Programmatic Agreement \(PA\)](#) was executed between the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), United States Army Corps of Engineers (USACE), Advisory Council on Historic Preservation (ACHP), Wisconsin State Historic Preservation Office (SHPO), Wisconsin Department of Transportation (WisDOT), and consulting Tribes. This PA formalized the process by which the lead federal agency (FHWA, FRA, or USACE), with the assistance of WisDOT, will meet its responsibilities under Section 106 of the National Historic Preservation Act of 1966, as amended (Section 106). Through the PA, the lead federal agency authorized WisDOT to initiate, and in many cases conclude, consultation with the SHPO/Tribal Historic Preservation Officer (THPO), Tribes, and other consulting parties for the purposes of Section 106 compliance.

The *Toolkit for Development of Section 106 Memoranda of Agreement* (Toolkit) was created through a joint effort by staff from federal agencies, SHPO, and the WisDOT Cultural Resources Team (CRT). The Toolkit is intended to assist the project team in resolving adverse effects to historic properties under [36 CFR § 800.6](#). The Toolkit outlines the process for beginning the determination of adverse effects process, consulting with consulting parties, preparing Documentation for Consultation/e106 (D for C)¹, drafting a Memorandum of Agreement (MOA) to include stipulations that mitigate adverse effects to historic properties (including a Data Recovery Plan, when applicable), and executing agreement documents. As this Toolkit frequently refers to tasks completed by the project team and tasks completed by qualified professionals, individuals within the two parties are identified in the table below.

| Project Team | Qualified Professionals |
|--|--|
| <ul style="list-style-type: none"> • Project Manager (PM) • Regional Environmental Coordinator (REC) • Project engineers • Design consultants (if applicable) • Qualified professionals | <ul style="list-style-type: none"> • Consultant archaeologists • Consultant architectural historians |

This Toolkit assumes the proposed project is a Federal undertaking and therefore falls under 36 CFR 800. If the project is fully state-funded, contact WisDOT CRT for next steps.

For convenience, this Toolkit cross-references WisDOT's [Facilities Development Manual \(FDM\) Chapter 26](#) on Cultural Resource Preservation. Relevant sections of Chapter 26 are linked throughout and can be reviewed for additional information and guidance.

¹ e106 specifically refers to the digital template provided by the Advisory Council on Historic Preservation, used to document the Documentation for Consultation, or D for C. See 36 CFR 800.11(e) for additional information.

ASSESSMENT OF ADVERSE EFFECTS 800.5

WisDOT FDM Chapter [26-5](#)

When historic properties are identified within a project's Area of Potential Effect (APE), the project team, with the support of the qualified professional(s) must consult with the federal agency(ies), SHPO/THPO (or Designated Tribal Representative), and interested parties to assess whether or not the project will affect the historic properties, and if so, to what extent. In order to complete an assessment of adverse effects, the project team must already include the appropriate qualified professional(s) for architecture/history and/or archaeology or retain one that meets the standards and guidelines of WisDOT CRT and the Secretary of the Interior prior to proceeding with the effort. The project team is responsible for retaining the services of qualified professional(s) to collaborate with in the assessment of effect, consultation, and development of the D for C and MOA.

The qualified professional(s) will review the proposed project activities against Criteria of Adverse Effect ([36 CFR 800.5\(a\)](#)(1) and (2)) to determine if the project will result in an adverse effect to the historic property(ies). An adverse effect is when an undertaking may directly or indirectly alter any of the characteristics of a historic property that qualify it for inclusion in the National Register of Historic Places (National Register) in a manner that would diminish the historic integrity of the property. Adverse effects may include individual or cumulative effects. If avoidance is not possible, the qualified professional will work with the project team to review the proposed project activities and the boundaries of the historic properties to determine if they can be redesigned to minimize impacts to the identified historic properties. Effects to historic properties are categorized by the extent of the impact they will have on the characteristics that make the property historically significant, as discussed below:

No Effect

A determination of No Effect may be appropriate when project activities are minimal, fall outside the Criteria of Adverse Effect, and/or will not impact the character-defining features that contribute to the historic significance of the property(ies).²

No Adverse Effect

A determination of No Adverse Effect may be appropriate when project activities fall within the Criteria of Adverse Effect but will not effect the character-defining features that contribute to the historic significance of the historic property(ies). Projects that meet this criteria should complete and submit a Determination of No Adverse Effect using the ([DNAE](#)) [template](#) available on the WisDOT website.

Adverse Effect

A determination of Adverse Effect may be appropriate when project activities fall within the Criteria of Adverse Effect and will impact the character-defining features that contribute to the historic significance of the historic property(ies).

² A finding of No Effect is discussed under 36 CFR 800.4(d)(1). However, in Wisconsin this finding is listed under project decisions on DT1635.

It is important to remember that the most desirable outcome in the assessment of effect process is the avoidance and minimization of effects, but in circumstances where such an outcome is not feasible, the Adverse Effect process must be followed.

For projects resulting in an Adverse Effect, the project team, with the support of the qualified professional(s), and lead federal agency must facilitate consultation with all consulting parties, and draft and finalize the D for C and MOA. This document is meant to guide the project team through this process.

Programmatic Agreement (PA)

A PA is another type of agreement document that is similar to an MOA. In Wisconsin, PAs most commonly handle two specific scenarios:

- Program-Level PA: The implementation of mitigation to resolve a project that results in a No Adverse Effect finding or an Adverse Effect finding is complex and/or covers multiple undertakings.
- Project-Level PA: The completion of the Section 106 process is not possible prior to approval of an undertaking, which is often the National Environmental Policy Act (NEPA) final decision.

In the event that effects on the historic property(ies) cannot be determined prior to final project decision, (typically due to property access issues), the project team should contact WisDOT CRT immediately to execute the project-level PA consistent with [36 CFR 800.14\(b\)\(3\)](#) and FDM Chapter [26-5-10.5.3](#)

Steps to complete a PA are similar to an MOA and include consultation, drafting a D for C, and drafting and execution of the PA document. If a project team believes that a PA is the best document for their project, they should reach out to WisDOT CRT as soon as possible in order to begin consultation.

CONSULTATION PROCESS

WisDOT FDM Chapter [26-10-5](#)

Goal

The purposes of consultation in the Adverse Effects process are to notify the public of proposed actions and seek input regarding ways to avoid, minimize, or mitigate the adverse effects on historic properties. It is not always possible to meet the needs of the project and simultaneously retain a historic property. The lead federal agency makes the final decision on how a project will proceed.

Who is Responsible for Completing Consultation?

Consultation is an effort facilitated by the project team, including the qualified professional(s), with the support of WisDOT CRT and the federal agency(ies), to identify consulting parties, facilitate discussion, and properly document consultation efforts in the D for C. It is important to note that while consultation is

carried out by the project team, it is ultimately the responsibility of the lead federal agency to see to it that it is appropriately completed.

Who is Included in Consultation?

The following parties have the right to participate in consultation and *must* be invited: the federal agency(ies), SHPO, interested THPOs (or Designated Tribal Representatives), the ACHP, representatives of local government (e.g., municipal and county officials), and local historical societies and/or local preservation commissions.³ Federal agencies to consult will vary depending on required permits, funding sources, and nature of the project. These agencies may include, but are not limited to, the FHWA, USACE, and FRA.

Any additional interested parties shall be invited to become consulting parties, though it is the lead federal agency, in consultation with WisDOT, SHPO, and/or THPO(s), that decides which additional parties will participate. Examples of such interested parties may include, but are not limited to, the following based on the project and affected historic properties:

- Owners of affected historic properties and/or residents in affected historic districts
- “Friends” groups (for parks or parkways, for example)
- Historic Bridge Foundation (for bridge projects)
- National advocacy groups
- Local “Main Street” programs
- Any individual or organization that will assume a specific role or responsibility in mitigation

Overview of Consultation Process

The consultation process can vary in complexity depending on the scope of the project, the affected historic property(ies), and the number of interested parties. The flowchart in [Appendix C](#) illustrates how consultation fits into the overall MOA development process. The steps below represent the basic steps in the consultation process and are meant to serve as a general guideline. Not every step will apply for each project’s consultation efforts.

1. Initiate consultation process

The consultation process begins once it has been determined that a proposed project may adversely affect a historic property. Remember, the most desirable outcomes in the effect process are avoidance and minimization of effects. Commencement of the consultation process can begin prior to *or* after all appropriate signatures on the Section 106 Review Form (DT1635) have been obtained.

2. Prepare for consultation

The project team, WisDOT CRT, and lead federal agency must work together to identify interested parties based on the affected historic property(ies) and proposed project. Prior to consultation, the project team should collaborate on the following:

³ The ACHP is both notified of a finding of Adverse Effect and invited to participate in consultation via initial submittal of the D for C. Upon review, the ACHP will choose whether or not it will participate in consultation.

- **Confirm project details** (including all project alternatives and the project schedule) in order to effectively solicit input from interested parties and the public.
- **Clarify the adverse effect(s)** on National Register-listed or determined-eligible historic property(ies).
- **Identify potential mitigation measures** that are tied to the historic property(ies) and proposed project. Mitigation measures may change or evolve throughout the consultation process, but having a starting place is a helpful step toward a thorough and robust consultation process. See [Appendix A](#) for common mitigation options.
- **Formulate questions for interested parties and the public** that will solicit useful information to inform project design and potential mitigation efforts.
- **Consider 4(f) avoidance alternatives** when a project has an adverse effect on a historic property and uses land from that property. When a project is led by a U.S. Department of Transportation federal agency, the project must also be reviewed for compliance with Section 4(f). While Section 4(f) requirements are not a formal part of the Section 106 process, this evaluation includes considering feasible and prudent avoidance alternatives. These avoidance alternatives should also be presented and discussed during Section 106 consultation. For more information on Section 4(f) requirements and documentation, contact WisDOT Central Office Environmental Staff and see FHWA's 4(f) Policy Paper at (<http://environment.fhwa.dot.gov/4f/4fpolicy.asp>).⁴

For additional guidance in preparing for consultation, reference [FDM Chapter 26-5-10.5](#).

3. Consult with consulting parties

The most effective method(s) for consultation will depend on the scope of the project, potential effect(s) to historic property(ies), and the number of interested parties. Appropriate methods of consultation may include, but are not limited to, the following:

- In-person or virtual meeting(s)
- Site visit(s)
- Public Information Meeting(s)
- Phone call(s)
- Email correspondence
- Letter(s)

⁴ This document is for guidance on how to complete the steps to adverse effects to historic properties following 36 CFR 800.5. While Section 4(f) may be referenced in this document, this should not be considered a guidance document for Section 4(f). Any questions regarding Section 4(f) questions should be directed to the WisDOT Regional Environmental Coordinator (REC), who may reach out to the Environmental Process and Documentation Section (EPDS) NEPA Liaison for the region and FHWA, USACE, and FRA as needed.

All consultation efforts must be properly documented in the D for C. WisDOT's preference is a bulleted summary of the efforts along with documentary evidence such as email threads, meeting minutes, presentation slides, phone memos, etc.

Consultation must provide opportunity for consulting parties to review and comment as to the effects of the proposed project on the historic property(ies). Comments and concerns must be acknowledged and documented. For example, sending a technical report to an individual or filing the report with a municipality without any follow-up are not appropriate efforts. Provide consulting parties with the information they need to make informed comments about the project.

4. Follow-up on comments and concerns expressed by consulting parties during consultation.

A thorough and robust public involvement and consultation process must include follow-up with consulting parties to address their comments and concerns. Comments related to potential adverse effects on historic properties must be documented in the D for C and addressed through project redesign or mitigation measures in the MOA. Concerns expressed during consultation should result in an ongoing dialogue between the project team and consulting party(ies) to address the concern(s) in an acceptable manner.

Additional attempts to solicit input from interested parties must be completed in those cases where no response was received and may require a different method of consultation. For example, if no response is received by email, try a phone call, or vice versa; if a notification letter was sent and did not receive a response, send another letter, call, or email. It is in the interest of the project team and the overall success of the project for the consultation process to be thorough and properly documented. If unable to contact a property owner, it is important to document the attempts to do so in the D for C.

5. Identify mitigation options that address concerns expressed during the consultation process and that mitigate the adverse effect on the historic property(ies).

Mitigation options may change and evolve during the consultation process as input is received from the public and interested parties and as project design refinements are made. Potential mitigation options include, but are not limited to, the common mitigation options discussed in [Appendix A](#). Mitigation options must be customized to each project and affected historic property(ies). Identified potential mitigation options must be outlined in the D for C.

6. Document-specific consultation efforts

Consultation must be documented so that one unfamiliar with the project can easily understand how consultation was completed and to provide a thorough public record of the consultation efforts. Acceptable methods for documenting specific consultation efforts may include, but are not limited to, the following:

- Memo to file
- Phone memo
- Email correspondence
- Meeting minutes/summary
- Public Information Meeting minutes/summary
- Comment sheet(s)
- Interview summary
- Response letter

The goal of consultation is to notify and seek input from the consulting parties regarding adverse effects to historic properties. Therefore, documentary evidence of consultation must be provided to illustrate the entire consultation process from initial notification to resolution (in the form of redesign or mitigation measures).

7. Prepare Documentation for Consultation

The D for C serves as the summary of consultation efforts as described in [36 CFR 800.11\(e\)](#). To comply with the ACHP's electronic submittal process and prevent duplication of effort, WisDOT CRT and SHPO have incorporated the ACHP's e106 Form into Wisconsin's adverse effect process. A section-by-section guidance document on how to complete the e106 Form, which includes the [e106 template](#) itself, is available via WisDOT's website.

The e106 includes formatted sections that convey the proposed project, identify the historic property(ies) located within the project's APE, describe project alternatives and potential mitigation options, and document consultation efforts. The D for C must provide a clear summary of consultation efforts and convey how and why decisions were made regarding project alternatives and potential mitigation measures.

It is important to maintain complete records of consultation efforts throughout the process as these will need to be thoroughly documented in the D for C. Consultation efforts must be briefly summarized in the *Views of Consulting Parties and the Public* section of the documentation, most commonly in the form of a bulleted chronological list based on the initial date of the consultation effort. Each item must have a corresponding piece of documentation in an appendix and all concerns related to adverse effects to historic properties expressed throughout the consultation process must be addressed appropriately to provide resolution. Comments received during the consultation process that do not relate to historic property(ies) **do not** need to be included in the documentation.

PREPARING THE MOA

[FDM Chapter 26-10-5](#)

The MOA is the written document to note the statutory authority for the project, introduce the signatories, provide relevant facts of the project, describe the consultation process and identify the involved parties, and include any other pertinent information relevant to the intent and purpose of the agreement. Initial drafting of the MOA typically begins concurrently with drafting of the D for C. For additional guidance and examples, please refer to the [MOA template](#) available on WisDOT's website and the sample MOAs provided in [Appendix B](#). Early coordination with the lead federal agency for the undertaking is critical in the event that there is an agency preferred template.

Standard Sections

There are eight (8) standard sections in an MOA, listed and described below. As a legal document, several of these sections have standardized language, as referenced below.

1. Whereas Clause

As legally binding documents, all MOAs share similar, though not identical, Whereas Clauses. The Whereas Clauses collectively make up the preamble of the MOA.

Whereas Clauses will need to be altered for each project and may evolve over the course of the consultation process, but typically follow a standard format with standard language.

2. Stipulations

Stipulations that were proposed and agreed upon during consultation must be included in the MOA. They should be drafted in clear, concise language. WisDOT CRT's preference is that numbers are used to define each stipulation. If considerable space is needed to document the steps to complete the stipulation, the stipulation can refer to additional information provided in an Appendix to the MOA.

If a stipulation requires certain timeframes for completion, that should be made clear in each stipulation. There should be a clear way that the stipulation is closed out with WisDOT CRT, SHPO, and the lead federal agency.

3. Dispute Resolution

This stipulation is meant to provide guidance if there is a dispute between consulting parties after the MOA is signed. This is a standardized stipulation.

4. Amendment

This stipulation is meant to provide guidance if the MOA needs to be amended due to updated project activities and/or the MOA sunset date needs to be extended. This is a standardized stipulation.

5. Professional Qualification

This stipulation is meant to make sure the work is done by qualified professionals to complete the work described in the MOA stipulations. This is a standardized stipulation.

6. Termination

This stipulation is meant to allow the MOA to be terminated if a project is canceled, or the historic property(ies) is no longer extant or has lost its eligibility for listing in the National Register due to events outside of the control of the consulting parties. In such a circumstance, this stipulation allows the project team to end the MOA before completing the remaining open stipulations. This is a standardized stipulation.

7. Sunset Clause

This stipulation determines how long the MOA will be in effect. While this section has standardized language, it is the responsibility of the project team, with support from WisDOT CRT and the lead federal agency, to determine how long the project's MOA should be enacted for.

The timeframe chosen for the MOA should allow for all MOA stipulations to be completed. There is not a suggested or standard timeframe; each project is different and may require a different sunset date.

8. Signatures

Each MOA requires the signature of each party that has responsibilities under the law and/or the MOA to complete stipulations. Additional parties may sign on concurring with the MOA, though they do not have legally binding responsibilities.

There are three categories of MOA signatories: Signatory, Invited Signatory, and Concurring Party. A summary of each type of signatory is below.

- *Signatory* – Signatories have the “sole authority to execute, amend or terminate the agreement.”⁵ **These are typically the lead federal agency official, SHPO, and/or THPO (when on tribal land).** If the ACHP opted to partake in consultation, they are also a signatory, though this is uncommon.
- *Invited Signatory* – A federal agency may invite additional agencies to sign an MOA; these are typically project sponsors and/or those parties that may assume responsibilities under the stipulations of the MOA. **On a WisDOT project, WisDOT will always be an invited signatory.** Tribal partners may request to be invited signatories if they attach cultural significance to the identified historic resources in the APE. The federal agency will consider such requests from Tribal partners. When a project requires a USACE permit but is led by another federal agency, USACE shall be given the option to become an invited signatory, though it may (and often does) decline.
- *Concurring Party* – Other consulting parties who agree with, or concur with, the MOA but do not have any direct responsibilities under its stipulations may also sign the agreement if they so choose. The refusal of any concurring parties to sign does not invalidate the MOA.

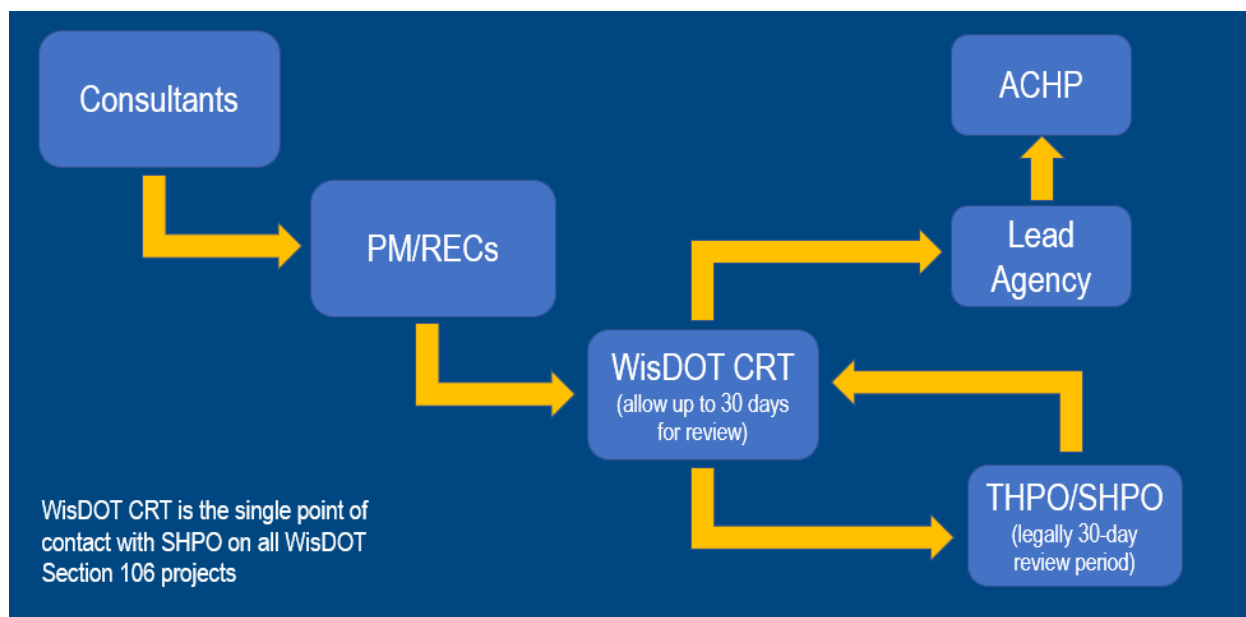
Review of D for C and MOA and Execution

The D for C and MOA require multiple review stages before the documents are finalized, signed, and executed. Depending on the complexity of the project, it may take upwards of a year to complete the Adverse Effects process prior to approval and execution of the MOA. Project teams should keep this in

⁵ According to [36 CFR 800.6\(c\)\(1\)](#).

mind when determining project schedule. Below is the standard flow of the document review process, shown visually at the end of the standard steps of the process:

1. The project team circulates the draft D for C and MOA to the local consulting parties and the Region for comment. If applicable, revisions are made.
2. The draft D for C and MOA are submitted to WisDOT CRT by the project team for review and comment. WisDOT CRT has 30 days to review. WisDOT CRT may determine review by the lead federal agency is needed prior to submittal to SHPO.
3. If CRT does not have comments, the draft D for C and MOA will be sent to SHPO for review and comment. SHPO has 30 days to review.
4. The drafts are returned to the project team for any necessary edits. At this point, the project team must update Section 13 of the D for C to document SHPO's review of the draft and any comments received.
5. The D for C is returned to WisDOT CRT to be sent on to the lead federal agency for review and subsequent submittal/notification to the ACHP of a project that may adversely affect historic properties. The lead federal agency provides WisDOT CRT with an email receipt of the submittal and the ACHP has 15 days to review and comment. The lead federal agency will provide any ACHP comments to WisDOT CRT.
6. WisDOT CRT will notify the project team of the close of the ACHP response period and provide any comments received. These comments must be addressed, and the D for C updated to record the completion of the review phase. The e106 box should be changed to "file an executed MOA or PA with the ACHP." If no further reviews are needed, the project team may move forward to finalize the MOA.
7. The project team obtains local signatures for the MOA.
8. The final D for C and MOA are submitted to WisDOT CRT. WisDOT signs the MOA and sends on to the remaining signatories. The final D for C is sent to the lead federal agency for their signature as the last Signatory and to be filed with the ACHP.
9. When all signatures are collected and the MOA has been filed with the ACHP, WisDOT CRT sends an email to the project team that officially marks the execution of the MOA.



Tracking your MOA Stipulations

It is the project team's responsibility to complete MOA stipulations, keep track of their progress, and report completed stipulations for close-out with WisDOT CRT. Completed MOA stipulations are sent to SHPO and the lead federal agency with documented evidence to prove completion, at which point the stipulation is marked as officially closed out. If you have any questions about MOA stipulation completion during the lifecycle of the MOA, contact WisDOT CRT.

Additionally, each fall WisDOT CRT staff contacts the designated project staff to request updates on open MOAs. The information is compiled into the WisDOT MOA Annual Report, which documents the standings of all open and recently closed MOAs, including details of each stipulation. The report is then posted on the [WisDOT website](#).

If a project team does not believe its open MOA will be completed within its sunset date, please reach out to WisDOT CRT as soon as possible to begin the process of amending the MOA.

APPENDIX A. COMMON MITIGATION OPTIONS

Appendix A. Commonly Accepted Mitigation Examples

Provided in this appendix are commonly used mitigation options that may be considered as stipulations in the MOA or provide a context to inspire more creative measures. Exemplary images of past mitigation efforts are provided throughout. Mitigation is not limited to the options outlined in this document. Mitigation for an affected historic property must be chosen with consideration for project activities, the type of historic property(ies), the adverse effect, public benefit, and input obtained from interested parties through consultation. Mitigation efforts are to be commensurate to the cumulative degree of adversity the project will have on the historic property(ies). A reminder that mitigation should not only be directed toward the short-term impacts to historic properties, but also the long-term impacts to the surrounding community. Consider what mitigation options may benefit the project area in perpetuity.

In general, the language for each stipulation must convey who will do what, by when, how they will do it, who will pay for it, and how payment will be made. Unless there will be a flat rate payment, do not include specific dollar amounts in the stipulation language.

Each project and historic property is unique. As a result, the stipulation language may vary from one MOA to the next. Each common mitigation option here is accompanied by necessary questions to answer regarding the final stipulation language. This list is not intended to be exhaustive and is only intended to provide common mitigation efforts that have been successful in the past. Creative mitigation that is project- or property-specific is always a preferable option when feasible. When drafting an MOA, consider including more detailed requirements and guidelines of how select stipulations will be carried out in a separate appendix when necessary.

The table below serves as a guide to common mitigation options and the types of historic properties they are typically recommended for. While this serves as a useful starting point, these are intended to be helpful suggestions rather than set rules or limitations. Click through the first column of the table to jump to the relevant sections throughout the appendix.

| Mitigation Option | | Likely Historic Property Type |
|---|---------------------|--|
| Photographic Documentation | Digital Photos | All architectural/history property types |
| | HABS/HAER | Rare and/or unique buildings or structures |
| | Photogrammetry | Bridges, small buildings, urban historic districts |
| | Drone Footage | Bridges, dams, other large-scale structures or buildings |
| Plans and Measured Drawings | | Bridges, industrial facilities |
| Reconnaissance Survey | | Dependent on local interest/need |
| Educational Outreach | Educational Program | Dependent on local interest/need |
| | School Curriculum | Dependent on local interest/need |
| | Plaque | Bridges, dams, buildings |
| | Historic Marker | Historic landscapes or districts |
| | Interpretive Sign | Bridges, parkways, structures |
| | Museum Exhibit | All property types |
| | Web Content | All property types |

| Mitigation Option | Likely Historic Property Type |
|--|---|
| Plan or Design Review | Features in a historic district/parkway |
| National Register Nomination | All property types |
| Relocation Plan | Bridges, small buildings, structures |
| Design Guidelines | Historic districts |
| Data Recovery Plan | Archaeological sites |
| DOE of a Similar Property | All property types |

Photographic Documentation

Photographic documentation is typically completed to mitigate impacts to the setting of a historic property or document a resource proposed for demolition or that will undergo substantial alterations as a result of the project. There are two basic options for two-dimensional photographic documentation: Historic American Building Survey (HABS)/Historic American Engineering Record (HAER)-level photographic documentation and/or standard color digital photographic documentation. For more immersive photographic documentation, three-dimensional formats can be used such as photogrammetry/3D image capture and/or drone flythrough visuals. Contact WisDOT CRT if you have questions regarding the appropriate type of photographic documentation for a specific resource type. Whatever the form of photography, the documentation must be shared with SHPO and interested local historical societies as part of the stipulation.

HABS/HAER Photographic Documentation

HABS/HAER documentation is appropriate for historic properties of a particularly high degree of architectural style or a notable feat of engineering. Properties that retain mechanical systems that are integral to the significance of the property, including but not limited to, movable bridges and a variety of hydraulic facilities, should be documented with the appropriate level of HAER photography. Buildings that retain an impressive level of interior and/or exterior detail, are of a rare style or design, or are especially old may be worthy of HABS documentation. Prior to drafting HABS/HAER documentation as a mitigation stipulation, refer to [NPS guidelines](#) and notify WisDOT CRT. Refer to the [HABS/HAER Photo Guidelines](#) for the most current guidelines for this type of photographic documentation.

As HABS/HAER documentation requires a photographer capable of large format photography, this type of photographic documentation is typically captured after the execution of the MOA (but before the project work) when the appropriate professional can be contracted.

Standard Color Digital Photographic Documentation

Most properties can be documented with color digital photography, including, but not limited to, residences, public buildings, select bridge types, historic landscapes, historic districts, farmsteads, and other complexes. It is frequently the case that resources were formally evaluated via a Determination of Eligibility (DOE) prior to the drafting of the agreement documents. If appropriate photographic documentation was captured for a DOE as part of Section 106 compliance for the project, those images may be used to fulfill this mitigation option.

Photogrammetry/3D Image Capture

Some historic properties, such as bridges, small buildings, and streetscapes of historic districts, lend themselves to photogrammetry techniques to document and record the property that will be adversely affected prior to the start of project work. Photogrammetry involves taking many detailed, high-resolution, 2D photos to create a 3D rendering of the subject property.

As photogrammetry requires highly specialized technology, this type of photographic documentation is typically captured after the execution of the MOA (but before the project work) when the appropriate professional can be contracted.



Drone Flythrough Visuals

Particularly suitable for historic properties such as bridges, dams, tunnels, farmsteads, or other large, navigable structures, landscapes, or complexes, drone-captured video footage is an immersive method of visually documenting properties that will be adversely affected or demolished by project work.

As drone capture requires highly specialized technology and a licensed professional, this type of photographic documentation is typically captured after the execution of the MOA (but before the project work) when such a professional can be contracted.

Questions for Photograph Documentation

Below are some questions to consider when developing language for stipulations that include any type of photographic documentation:

- What is the specific timeframe for completion? It must be keyed to the MOA execution date and completed prior to commencement of project activities.
- Who is responsible for completing the photographic documentation and who will submit the materials when captured?

- How many photographs/visuals will be submitted and what are they intended to document (exterior, interior, architectural features, setting, etc.)?
- How many sets of photographs/visuals will be submitted and who will receive each set?
- How will these records be maintained? This is particularly important for complex digital photogrammetry files.
- Who will pay for this stipulation and is there a maximum cost?
- Do any qualified professionals need to be hired to complete the documentation?
- What is the process for payment?

Plans and/or Measured Drawings

Plans and/or measured drawings are typically prepared to mitigate impacts to historic property(ies) that are significant in the area of engineering or design and retain mechanical components that are integral to the significance of the resource(s), including, but not limited to, movable bridges and a variety of hydraulic facilities. These materials document the historic property to a fine level of detail, depicting the current and/or historic condition for future use and reference. Note that measured drawings or historic plans are required as part of [HABS/HAER documentation](#), so in the instance that a property will already be documented at that level, this effort would not need to be laid out as a separate stipulation.

Below are some questions to consider when developing language for stipulations that include preparation of plans and/or drawings:

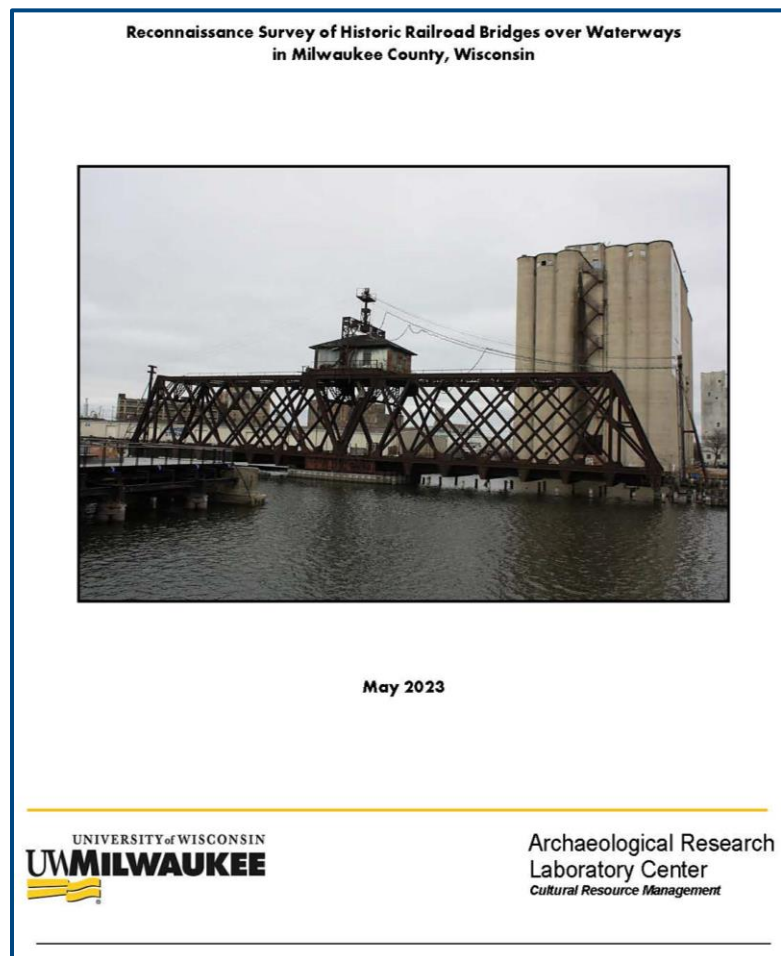
- What is the specific timeframe for completion? It must be keyed to the MOA execution date and completed prior to commencement of project activities.
- Who is responsible for obtaining/preparing the plans and/or measured drawings?
- What is the required format or level of detail for the plans and/or measured drawings? The answer to this question requires check-in with WisDOT CRT and SHPO.
- How many sets of plans and/or measured drawings will be submitted and to whom? Will they be publicly available?
- Will electronic versions or scans of the plans and/or measured drawings be submitted?
- Who will pay for this stipulation and is there a maximum cost?
- What is the process for payment?

Reconnaissance-level Survey

Reconnaissance-level survey stipulations provide an opportunity to identify certain property types within a defined area as a way to further develop the historic context for the area and should follow the directions and formatting provided in the [WisDOT Survey Manual](#). For example, adverse impacts to a dairy farm may be mitigated by a reconnaissance-level survey of the town to identify other examples of the property type and populate the Wisconsin Historic Preservation Database (WHPD) so the information is available to other researchers and the public in the future.

Below are some overall questions to consider when developing language for stipulations that include one of these mitigation measures:

- What is the intent of the survey? What type(s) of resources will it be focused on?
- What are the survey parameters? Is it limited to a certain geographic location and/or maximum number of properties?
- What is the timeframe for completion?
- How will the survey results be presented? Will they be in a report format with standard sections (e.g., methodology, context, results)?
- What are the survey deliverables and who will have an opportunity to review and comment?
- How will the results be made available?
- Who will pay for this stipulation and is there a maximum cost?
- What is the process for payment?



Educational Outreach

Education-related stipulations may include, but are not limited to, educational programs, plaques, historic markers, interpretive signage, museum exhibits, a curriculum, or website. The format of the educational outreach should be determined by what makes the most sense based on the property type, who the appropriate audience may be, and what is otherwise feasible for the particular project. These types of mitigation are typically created to mitigate the loss of a historic property but could be used to mitigate less severe impacts.

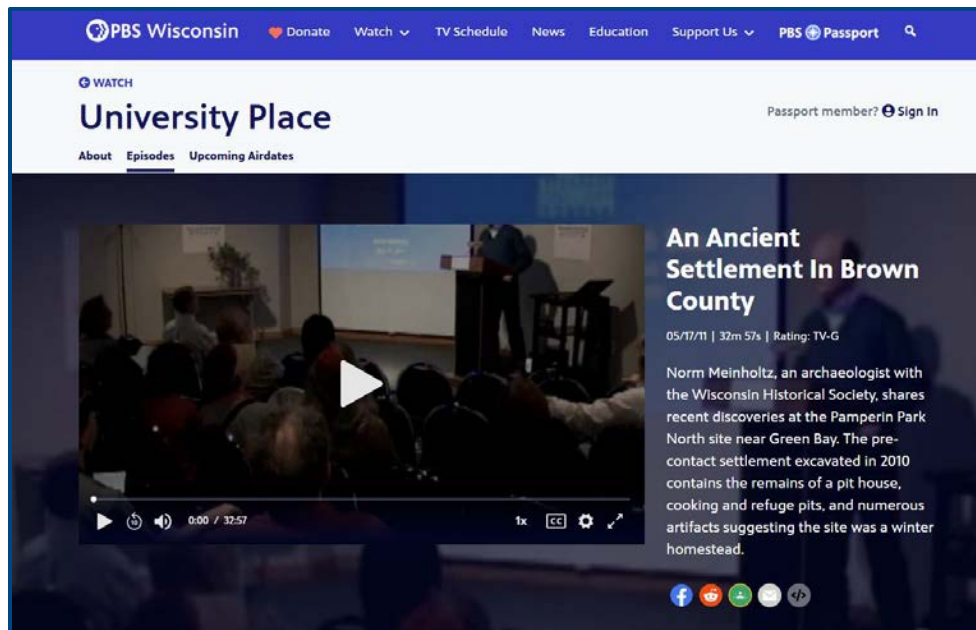
Below are some overall questions to consider when developing language for stipulations that include one of these mitigation measures:

- What is the specific timeframe for completion?
- Who is responsible for completing this stipulation?
- Will there be a review of draft content by WisDOT CRT, SHPO, or other parties throughout the development process?
- What is the overall timeframe and allowable comment period for each reviewer?
- Who will pay for this stipulation and is there a maximum cost?
- What is the process for payment?

Below are specific questions to consider for each form of educational outreach:

Educational Program

- What will the educational program content consist of or focus on?
- Who is the intended audience for the educational program and is the format and focus appropriate?
- What is the format of the educational program?
- Where will the education program be located/available? If it is a local historical society or museum, are they willing and/or able to assist in developing the content and facilitating the program?
- Who will review the concept and/or content?
- Who will maintain ongoing responsibility for the educational program once implemented? How long will the program be maintained for?



School Curriculum

- What will the curriculum content consist of or focus on?
- What grade level will the curriculum be targeted to?
- Where will the curriculum be implemented or used?
- Who will review the curriculum content prior to implementation?
- Who will maintain ongoing responsibility for the educational program once implemented? How long will the curriculum be maintained for?

Commemorative Plaque¹

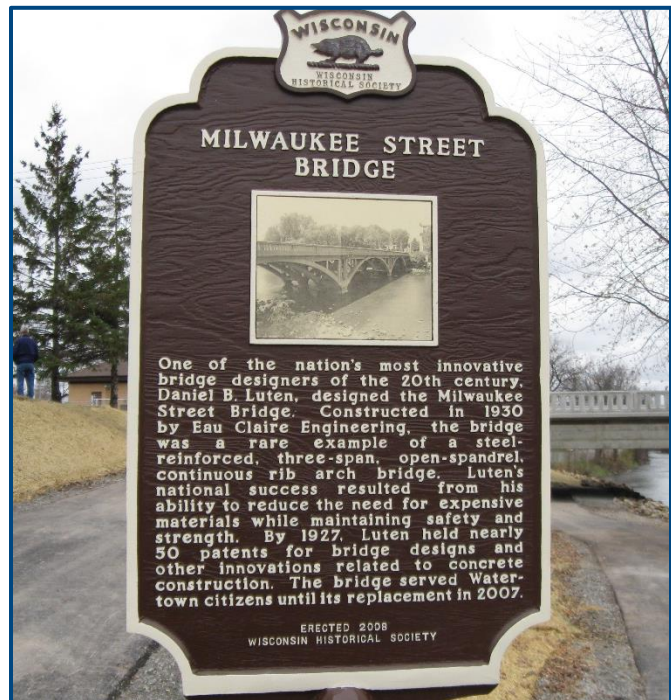
- What will the plaque content consist of or focus on? If applicable, will pictures be included and, if so, how many?
- What are the size and materials for the plaque? Will it be in color?
- Where will the plaque be installed?

¹ Commemorative plaques installed at a park/recreation/refuge or at a historic property, will require coordination with the WisDOT project team to ensure that applicable Section 4(f) requirements are addressed.

- Who will maintain the plaque and for how long will it remain in place?
- Will it be a specific plaque type associated with a certain organization or agency such as the Wisconsin Historical Society? Is there an application and/or requirements for the type of plaque proposed for installation?
- Who will review the plaque content and what are the allowable comment periods for that review? All plaque text must be reviewed by WisDOT CRT and SHPO prior to finalization.
- What is the purpose of the plaque? What level of honor does the plaque provide to the resource and what are the implications of that honor? For example, the meaning of a National Register of Historic Places plaque is much different than a memorial or commemorative plaque installed by a local community.
- Are there other plaques within the community or surrounding area that the new plaque should be compatible with in terms of appearance, format, color, size, etc.?

Historic Marker²

- What will the historic marker content consist of or focus on? If applicable, will pictures be included and how many?
- What type of historic marker will be installed? Is it a specific type associated with a certain organization or agency? Are there certain requirements for the type of marker proposed for installation? If it is going to be an official Wisconsin Historical Society marker, contact the Wisconsin Historical Society Historic Markers Program to confirm this is a viable option.



- Who will review the content and what are the allowable comment periods for that review? All marker text must be reviewed by WisDOT CRT and SHPO prior to finalization.

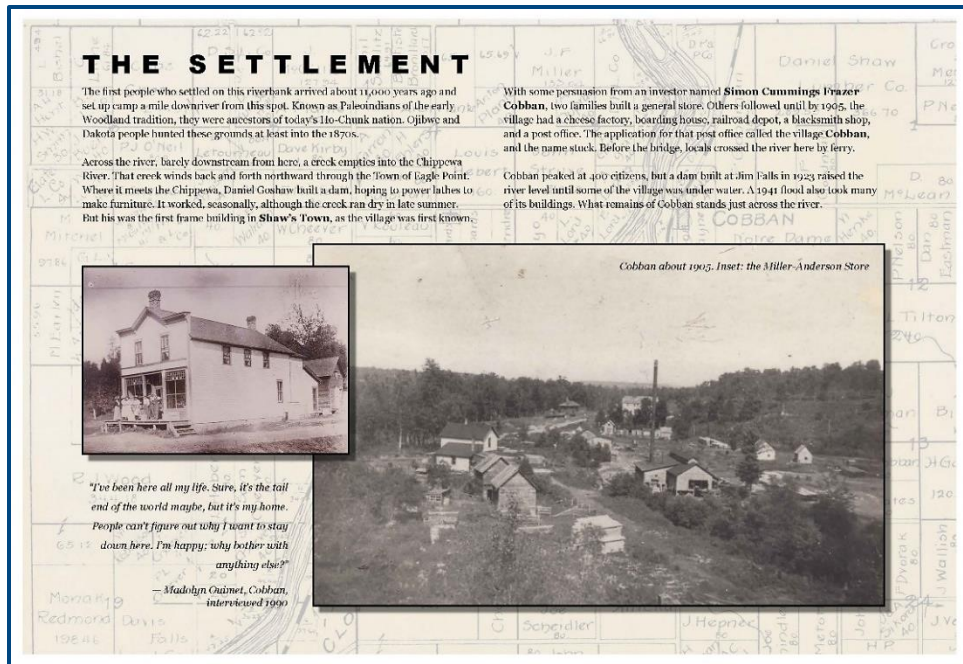
² Historical markers installed at a park/recreation/refuge or at a historic property, will require coordination with the WisDOT project team to ensure that applicable Section 4(f) requirements are addressed.

- What is the purpose of the marker? What level of honor does the marker provide to the resource and what are the implications of that honor?
- Are there other markers within the community or surrounding area that the new marker should be compatible with in terms of appearance, format, color, size, etc.?

Interpretive Signage and Panels³

- What will the interpretive signage content consist of or focus on? How many signs or panels will be required? If applicable, will pictures be included and how many? Will the signage be in color?
- What type of interpretive signage will be installed? Do the locals prefer a certain type of signage or is there an organization that oversees this locally?
- Who will maintain the plaque and for how long will it remain in place?
- Who will review the content and what are the allowable comment periods for that review? All signage text must be reviewed by WisDOT CRT and SHPO prior to finalization.
- What is the purpose of the signage? What level of honor does the signage provide to the resource and what are the implications of that honor?
- Is there other signage within the community or surrounding area that the interpretive signage should be compatible with in terms of appearance, format, color, size, etc.?
- Are there any American with Disabilities Act (ADA) requirements to consider?

³ Interpretive signage/panels installed at a park/recreation/refuge or at a historic property, will require coordination with the WisDOT project team to ensure that applicable Section 4(f) requirements are addressed.




Museum Exhibit

- Is the repository for the exhibit agreeable to housing the exhibit and are they able to commit resources to developing and/or facilitating it?
- Where will the exhibit be displayed, beginning when, and for how long?
- What will the museum exhibit content consist of or focus on? What is the purpose of the exhibit?
- What is the scale of the museum exhibit? Approximately how many panels will it have?
- What is the format of the museum exhibit? Will it consist primarily of photos and text or include artifacts? Be as specific as possible.
- Who will review the exhibit concept/content prior to finalization and installation and what are the allowable comment periods for that review? All exhibit content must be reviewed by WisDOT CRT and SHPO prior to finalization.

Web Content or ArcGIS StoryMap

- What will the content consist of or focus on?
- Will this be a new website or will the content be hosted by an existing website?
- Who will prepare the content?

- Who will review the content prior to it being posted live? All web text must be reviewed by WisDOT CRT and SHPO prior to finalization.
- How long will the content be available for? Who is responsible for maintaining it?
- If there is a fee for hosting and maintaining the web content, who is responsible for paying it?



ABOUT ▾ MILWAUKEE RIVER BAS

Replacing the Juneau Avenue Bridge

| Uncategorized

REPLACING THE JUNEAU AVENUE BRIDGE

The Juneau Avenue Bridge was originally known as the Chestnut Street Bridge and was built in 1840. It was the infamous bridge partially destroyed at the beginning of the Milwaukee Bridge War. The Juneau Avenue Bridge, constructed in 1953 and replaced in 2012, was the fifth bridge on the site and was a bascule bridge that spanned the Milwaukee River between Water Street and Old World Third Street.

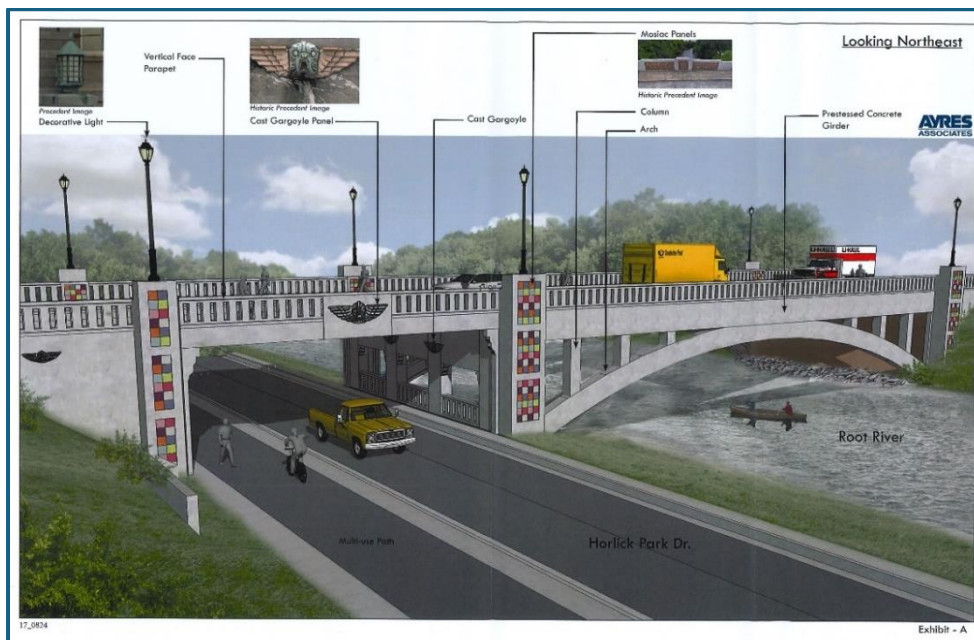
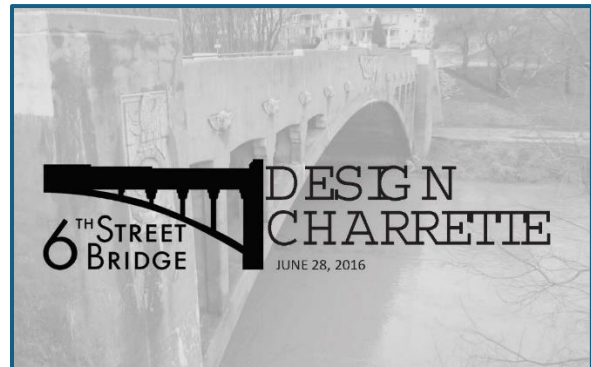


Milwaukee received \$14 million in TIGER (Transportation Investment Generating Economic Recovery) stimulus funds to replace the Juneau Avenue Bascule Bridge with a lift bridge, a less costly option in terms of future maintenance and operation. The replacement project also involved total replacement of the bridge operator's house with a new structure.

Plan or Design Review

Design review is typically implemented to mitigate impacts to historic properties that are significant in the area of design or that contribute to the design of a wider resource, such as a replacement bridge in a historic parkway or new streetscaping within a historic district, for example. This measure involves the review of specific plans/designs pertaining to the impacted historic property(ies) by an entity(ies) before construction begins. Below are some questions to consider when developing language for stipulations that include design review:

- What is the timeframe for completion? It must be keyed to the MOA execution date and completed prior to commencement of project activities.
- Who is responsible for submitting the design plan(s) for review and addressing comments?
- At what stage(s) will design plans be submitted for review? For example, will plans be reviewed at the 30 percent, 60 percent, and 90 percent completion stages? Or will plans be reviewed at only one of these, or some combination?
- Who will review the design plans and what are the allowable comment periods for that review? For SHPO reviews, plans are typically submitted to WisDOT CRT to be transmitted to SHPO.
- Is this resource included in an executed PA? If so, what does the PA say about design review requirements?



National Register Nomination

National Register nominations are appropriate mitigation for a wide range of impacts to historic properties that have been determined eligible for listing, but not formally listed, in the National Register. Similarly, if a property has been previously listed, but that listing does not cover newly revealed areas of significance, the nomination may be a candidate for updating. Keep in mind that nominations are *not* appropriate mitigation for properties that will be demolished by the project, as nonextant properties are removed from the National Register. Below are some questions to consider when developing language for stipulations that include a National Register nomination:

- What is the specific timeframe for completion? It must be keyed to the MOA execution date and completed after the completion of project activities.
- Does the timeframe account for preparation time and the schedule for Wisconsin Historical Society Review Board Meetings where nominations are presented and approved?
- The property owner(s) must agree to the nomination. If that agreement cannot be determined through consultation, the process for soliciting property owner input must be defined in the MOA along with contingencies based on the property owner's response.
- Who is responsible for preparing the nomination and supplemental materials?
- What materials will be prepared and submitted? Consider including a bulleted list of items or language conveying that submitted materials will follow current National Park Service (NPS) and SHPO guidelines and requirements.
- At what point will the nomination be considered complete? Typically, it is best to key this to presentation of the nomination to the State Review Board.
- If the subject historic property will be demolished by the project, would it be appropriate to list a similar or related property? How and when will said property be determined?
- Who will pay for this stipulation and is there a maximum cost?
- What is the process for payment?
- Is this resource included in an executed PA? If so, what does the PA say about preparation of National Register nominations?

Relocation Plan

Relocation plans are prepared to mitigate the removal and subsequent relocation of historic buildings, structures, or bridges that can feasibly be moved.

In the case of historic bridges, a good faith effort to relocate the structure is legally obligated to be included as a mitigation stipulation. According to the National Bridge and Tunnel Inventory and Inspection Standards ([23 USC 144](#)):

Any State that proposes to demolish a historic bridge for a replacement project... shall first make the historic bridge available for donation to a State, locality, or responsible private entity if the State, locality, or responsible entity enters into an agreement-

- (A) to maintain the bridge and the features that give the historic bridge its historic significance; and
- (B) to assume all future legal and financial responsibility for the historic bridge, which may include an agreement to hold the State transportation department harmless in any liability action.⁴

If it is not feasible to move the bridge slated for removal, contact WisDOT CRT to work with the lead federal agency to get a waiver to forego the relocation effort.

The project team must consult with WisDOT CRT regarding stipulation development for relocation. Below are some questions to consider when developing language for a stipulation that includes a relocation plan:

- What is the specific timeframe for completion? It must be keyed to the MOA execution date and completed prior to commencement of project activities.
- Who is responsible for completion of this stipulation?
- What are the appropriate contingency plans to include? What if a new owner is not identified? What if the current owner decides they no longer want the property? Under what circumstances would the resource be demolished rather than relocated?
- Who will pay for this stipulation and is there a maximum project cost and/or cost to new property owner(s)? The lead project sponsor will often provide funding up to the estimated cost to demolish the property. Confirm the precise wording regarding funding with CRT.
- What is the process for identifying a new location for the resource?
- Does this stipulation require a preservation covenant? This requires coordination with WisDOT CRT and SHPO.

⁴ "23 U.S. Code § 144 - National Bridge and Tunnel Inventory and Inspection Standards," *Cornell Law School Legal Information Institute*, n.d., <https://www.law.cornell.edu/uscode/text/23/144>.

- Include requirements for the following items and the appropriate level of detail regarding deadlines, content, cost, payment, and responsible parties:
 - Press release and advertisement (both required)
 - Information packet for prospective owners
 - Statement of interest
- Who will review submittals by prospective owners and select the recipient? How will the applications be scored? It is recommended to follow the process WisDOT has in place, contact CRT for more information.
- What are the timeframes for submittal and review?
- Will the new owner be required to develop a design and specifications plan for rehabilitation at its new location?
- Who will identify and coordinate with a qualified building mover?
- Who will pay for each of the items included in this stipulation?
- What is the process for payment?
- Is the historic property a bridge? If so, please contact CRT as there may be certain requirements for advertising the bridge for relocation.
- Is the historic property listed in the National Register? If so, the relocation effort must follow the Secretary of the Interior's Standards and NPS Guidelines, the State and Federal Review Boards must review the proposed relocation plan, and the NPS must be notified regarding the new location or demolition of the listed property. Who will be responsible for updating the National Register listing and when?
- Who will be responsible for updating WHPD to reflect the new status of the historic property (whether relocated or demolished)? Dependent upon the outcome, this stipulation may remain open until the project moves forward with the demolition of the historic property.

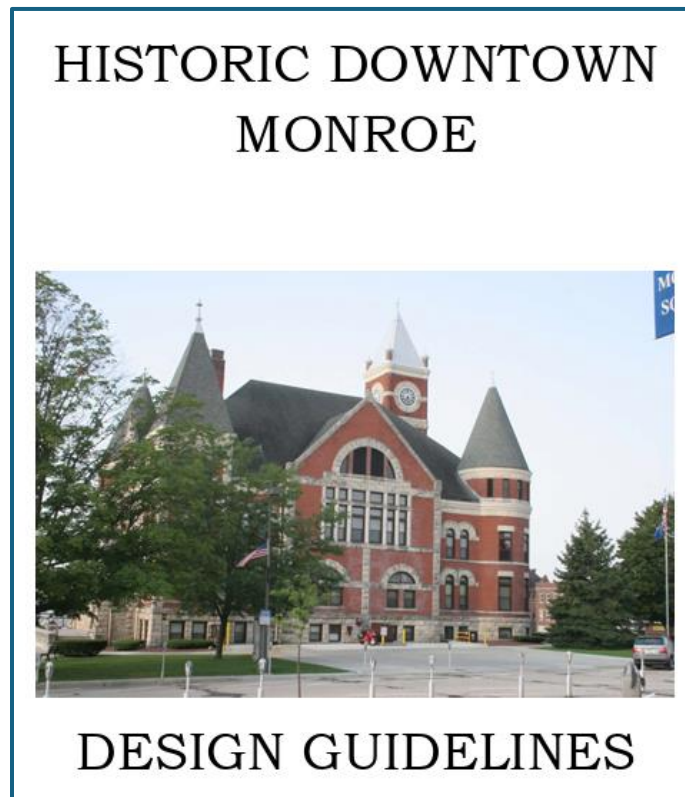


Design Guidelines

Design guidelines are an applicable mitigation option for projects adversely affecting historic districts. Such a document provides guidance to property owners within the district on how they can best repair, maintain, and replace historic features of their properties to preserve the historic feel of their property and neighborhood. Relatedly, if a community has preexisting design guidelines, an appropriate mitigation option may include updating those guidelines if they are out of date.

Below are some questions to consider when developing language for a stipulation that includes design guidelines:

- What is the specific timeframe for completion?
- What are the qualifications for the preparer of the design guidelines?
- What property(ies) will the design guidelines address?
- What individuals, groups, or agencies might be consulted during the development of the design guidelines? Is there a Local Landmarks Commission or Historic Preservation Board that must be included?
- What is the goal of the design guidelines?
- What is the public benefit of developing the design guidelines?
- If existing design guidelines will be updated, why do they need to be updated? What will those updates entail?
- Who will review the draft design guidelines and what is the process for those reviews?
- When will the stipulation be considered complete?



Data Recovery Plan

Data Recovery Plans (DRPs) are developed to guide the mitigation of determined-eligible archaeological sites that will be adversely affected by a project's actions. The DRP provides a comprehensive roadmap for collecting, analyzing, curating, and interpreting data that would otherwise be lost to the project's adverse effect(s). At a minimum, the DRP should contain specific research questions that can be addressed by data the site is likely to produce and a tentative strategy for retrieving and interpreting that data. It should also include proposed field and laboratory methods, and a tentative project schedule and budget. The DRP should be sufficiently flexible to allow for modifications if one research avenue fails to produce as expected, or if additional unanticipated but promising research opportunities are revealed during the excavation.

Various publications provide detailed guidance and recommendations for developing a DRP. These include the ACHP's [*Treatment of Archeological Properties: A Handbook*](#) and the Wisconsin Archaeological Survey's [*Guide for Public Archaeology in Wisconsin*](#).

Data Recovery Plans must be developed in consultation with the project sponsor and qualified professional(s), the SHPO (or THPO), and the ACHP. Other interested parties, such as local historical societies, tribal partners, and local stakeholders, should be given the opportunity to provide comments during the consultation process. DRPs are subject to review and comment by the SHPO/THPO prior to being finalized. A final, approved DRP should be included with the project MOA as an appendix.

Below are some questions to consider when developing language for a DRP stipulation:

- What is the timeline for completion of the DRP? How long after data recovery is completed do the archaeological reports need to be completed?
- Do the reports need to be in compliance with professional standards?
- Who will the draft report(s) be provided to for review and comment and/or signature? What is the timeframe for comment and/or signature?
- Where will notes, records, photographs, and archaeological materials be repositied? Will they be curated in accordance with any guidelines?
- Who will pay for the effort and by what method?



Determination of Eligibility of a Similar Property

Particularly in the case of rural or long-closed bridges, it may be difficult to identify interested parties to consult with, or parties may have little desire to propose mitigation measures. In situations like these, it may be appropriate to stipulate an eligibility determination be completed for a similar historic property.

Below are some questions to consider when developing language for such a stipulation:

- What is the timeframe of completion?
- Who will identify the similar property, and will other parties need to confirm the selection?
- What factors should be considered when selecting a similar property?
- Who is responsible for paying for the DOE? How will it be funded?
- At what point will the stipulation be considered complete? WisDOT CRT recommends keying completion to WisDOT signoff.

APPENDIX B. SAMPLE MEMORANDA OF AGREEMENTS

Appendix B. Sample Memoranda of Agreements

Provided in this appendix are three sample MOAs that may be referred to as helpful examples when drafting an MOA. Exemplary MOAs, with generic location and project details, led by the FHWA, FRA, and USACE projects are included, each with sample stipulations appropriate for the historic properties being adversely affected and the cumulative extent of the adversity. Some appendices have been included to demonstrate how supplemental information, guidance, and requirements may be provided as an appendix rather than at an exhaustive level of detail in each stipulation. Please note that each project is unique and these sample documents should be used only as a guiding tool in developing an MOA as stipulations and their language may vary from one MOA to the next.

A short description of each sample MOA is provided below:

- A. [FHWA-led MOA](#) involving the replacement of a historic bridge adversely affecting the bridge, a historic parkway, and an archaeological site. Stipulations include bridge design review, public interpretation, a National Register Nomination, a salvage plan, photographic documentation, and a data recovery plan.
- B. [FRA-led MOA](#) involving improvements to a railyard adversely affecting a historic railroad bridge and historic canal. Stipulations include HAER documentation and photogrammetric imaging, reconnaissance survey of similar bridge types, development of a Construction Environmental Protection Plan, and archaeological site monitoring.
- C. [USACE-led MOA](#) involving the replacement of a historic bridge adversely affecting only the bridge. Stipulations include photographic documentation of the bridge, a good faith effort to relocate the bridge, and a historical marker.

MEMORANDUM OF AGREEMENT

BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION AND
THE WISCONSIN STATE HISTORIC PRESERVATION OFFICER

Prepared pursuant to 36 CFR § 800.6(c)

Regarding

WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT I.D. 1234-56-78

WHS#: 12-3456/XX

This Street Bridge (P-12-345) Replacement

Thatville, Dane County

WHEREAS, the Federal Highway Administration (FHWA) has been requested to participate in the replacement of the This Street Bridge (P-12-345) in the city of Thatville, Dane County, Wisconsin; and

WHEREAS, the FHWA is the lead agency on this project with responsibility for completing the requirements of Section 106 of the National Historic Preservation Act; and

WHEREAS, the FHWA has established the Project's Area of Potential Effects (APE), as defined in 36 CFR § 800.16(d), to be the This Street Bridge and properties adjacent to the bridge and approach work (see Appendix A); and

WHEREAS, the FHWA, pursuant to 36 CFR § 800.4(c), has determined that the This Street Bridge, There River Parks, Lutheran Church, and Archeo Park 1 (Site 47RA1234) are eligible for inclusion in the National Register of Historic Places (National Register); and

WHEREAS, the FHWA has determined that the project will have an adverse effect on the This Street Bridge, There River Parks, and Archeo Park 1 (Site 47RA1234); and

WHEREAS, the FHWA has consulted with the Wisconsin State Historic Preservation Office (SHPO) in accordance with Section 106 of the National Historic Preservation Act, 54 U.S.C. § 300101 (NHPA), and its implementing regulations (36 CFR Part 800) to resolve the adverse effect of the project on historic properties; and

WHEREAS, the FHWA intends to use the provisions of this Memorandum of Agreement (MOA) to address applicable requirements of Section 110(b) of the NHPA, 54 U.S.C. 306103; and

WHEREAS, the U.S. Army Corps of Engineers (USACE) may be requested to issue a Section 404 permit for the Project, participated in the consultation, and has elected to be a consulting party to this MOA; and

WHEREAS, the Wisconsin Department of Transportation (WisDOT) participated in the consultation and concurs with this MOA; and

WHEREAS, the City of Thatville (City) participated in the consultation and has been invited to concur in this MOA; and

WHEREAS, the XX Tribe participated in the consultation and has been invited to concur in this MOA; and

WHEREAS, the Advisory Council for Historic Preservation (ACHP) has been notified of the adverse effect but has chosen not to participate in consultation efforts; and

WHEREAS, the SHPO has concurred with the January 2025 Data Recovery Plan titled: *Data Recovery Plan for 47RA1234 (Archeo Park12), Dane County, Wisconsin* (see Appendix B); and

WHEREAS, the consulting parties of this MOA concur with the *Data Recovery Plan for 47RA1234 (Archeo Park12), Dane County, Wisconsin* (see Appendix B); and

WHEREAS, human burial discoveries will be treated in accordance with Wisconsin §157.70 and the *Proposed Final Inadvertent Discovery Protocol* (see Appendix C), and

WHEREAS, post-review discoveries of non-human remain historic resources will be treated in accordance with 36 CFR 800.13(b); and

NOW, THEREFORE, the FHWA, and the Wisconsin SHPO agree that, upon execution of this MOA, and upon the FHWA's decision to proceed with the Project, the FHWA shall ensure that the following stipulations are implemented in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

WisDOT shall ensure satisfaction of the following stipulations:

1. BRIDGE DESIGN REVIEW

Prior to construction letting, the City or its agent will provide bridge plans to the WisDOT Cultural Resources Team (CRT) and SHPO to demonstrate that the design of the new bridge incorporates appropriate characteristics of the historic bridge and is compatible with the There River Parks. The City or its agent will proceed as follows:

- a. Prior to construction letting, the City or its agent will provide 60% plans to WisDOT CRT for review and submittal to SHPO.
- b. If SHPO finds that the bridge design is not appropriate, SHPO will, within thirty (30) days, respond in writing with suggested modifications.
- c. The City or its agent will implement suggested modifications or consult to resolve the dispute in accordance with the provision below.
- d. If no response is received from SHPO within thirty (30) days, the City or its agent will implement the design as submitted.

2. PUBLIC INTERPRETATION

The City or its agent will develop three or four interpretive panels to be incorporated into the east wall of the new This Street Bridge substructure, adjacent to the multi-use path. The panels will be developed and reviewed in accordance with the plan outlined in Appendix D.

3. NATIONAL REGISTER NOMINATION FOR THERE RIVER PARKS

To recognize the historic significance of the There River Parks, the City's agent, in consultation with SHPO, shall nominate the property for listing in the National Register by completing a National Register Nomination Form in accordance with National Park Service (NPS) and SHPO requirements, including *National Register Bulletin: How to Complete the National Register Registration Form*. The Nomination will treat the There River Parks as a historic district and include a tabular listing of contributing and noncontributing resources within the boundary.

Within twelve (12) months of bridge construction completion, the City's agent will submit the following items to WisDOT CRT for review and transmittal to SHPO:

- a. Completed NPS Form 10-900, hard copy and electronic version.
- b. U.S. Geological Survey map per NPS requirements.
- c. Sketch or other appropriate historic boundary map, per NPS requirements.
- d. Two sets of labeled 5" x 7" photographs, per NPS requirements.
- e. Labeled digital images on CD, per NPS requirements.
- f. Review Board PowerPoint presentation on CD, per SHPO requirements.
- g. Summary paragraph, per SHPO requirements.
- h. National Register checklist, per SHPO requirements.

The City's agent will address SHPO comments and present the National Register Nomination at a State Review Board Meeting, as scheduled by SHPO. The City's agent will be required to make any changes to the Nomination requested by SHPO, the State Review Board, or the NPS.

4. SALVAGE PLAN

Within twelve (12) months of MOA execution, the City or its agent will provide WisDOT CRT with a draft salvage plan. The City or its agent will coordinate with the Local History Museum regarding its ability to accept and/or store components and this will be incorporated in the draft plan, which will outline the following:

- a. Process for identifying bridge components that are candidates for safe removal without undue damage or destruction.
- b. Plan and schedule for removal and disposition of bridge components.
- c. Recipient(s) of bridge components.

WisDOT CRT will review the draft salvage plan within thirty (30) days and forward on to SHPO for a thirty (30)-day review period. WisDOT CRT will provide combined written comments to the City or its agent.

The City or its agent will address comments and provide a revised salvage plan within thirty (30) days of receipt of comment. WisDOT will review the revised salvage plan; if there are no additional comments it will be sent to SHPO, the Local Landmarks Commission, and Local History Museum for review and comment. WisDOT will assemble any comments and provide combined written comments to the City or its agent. Comments will be addressed within thirty (30) days and five (5) copies of the final salvage plan will be submitted to WisDOT CRT for distribution. The City or its agent will be responsible for adhering to the salvage plan when the bridge is removed.

If salvage is deemed not feasible, this stipulation will be considered complete.

5. PHOTOGRAPHIC DOCUMENTATION

Within six (6) months of MOA execution, the City or its agent will provide the Local Landmarks Commission and Local History Museum with available digital color images of the This Street Bridge gathered as a result of the Section 106 process. The images will be submitted in .jpg format on a flashdrive or digital file sharing platform and labeled with the view facing and date.

6. ARCHAEOLOGY DATA RECOVERY PLAN FOR ARCHEO PARK 1 (47RA1234)

WisDOT shall ensure that the *Data Recovery Plan for 47RA1234 (Archeo Park 1), Dane County, Wisconsin* in Appendix B is executed in order to obtain significant information from the site.

Prior to the start of data recovery field investigations, interested Tribes will be offered an opportunity to meet with the archaeologists to discuss culturally sensitive issues.

Archaeological reports will be completed within two (2) years of completion of the data recovery, which includes lab analysis. All reports will be in compliance with contemporary professional standards and with the Department of Interior's Format Standards for Final Reports of Data Recovery Programs (47 FR 5377-79). WisDOT or its agent will provide draft report(s) to MOA signatories for a 30-day review and comment period.

All notes, records, photographs, and archaeological materials determined to be on State, State subdivision, or privately-owned land will be curated in accordance with the Secretary of the Interior's Guidelines, 36 CFR 79, and in compliance with Wisconsin State Statute 44.40.

7. INADVERTENT OR POST REVIEW DISCOVERIES

Protective steps will be taken to safeguard archaeological site(s) and/or human remains after working hours. Measures will include one or more of the following: fencing, signage, temporary backfilling of area to conceal the location, and/or notification of local authorities to include the area in their patrol.

a. Burial-related discoveries

- i. The on-site construction project manager shall immediately stop construction activities and protect the site area if any inadvertent burial related discoveries (human remains) are

encountered. The treatment of burial-related discoveries shall comply with provisions contained in Wisconsin §157.70 and the *Proposed Final Inadvertent Discovery Protocol*.

- ii. The on-site construction project manager will immediately notify WisDOT CRT and WisDOT CRT will notify FHWA, the Wisconsin Historical Society, consulting tribes, and interested consulting parties of the discovery(ies). Consultation is required with the XX Tribal Historic Preservation Office, and any traditional advisor the Tribe sees fit to appoint, regarding human remains prior to their removal from the discovery site.
 - iii. In the event the human remains are found out of context (e.g., in the excavation screen, or a back-dirt pile associated with excavation, or construction) the remains must be placed back as close as possible to their original trench/unit and left in place until such time consultation and a treatment plan is completed.
- b. Non-burial-related discoveries
- i. The on-site construction project manager shall immediately stop construction activities and protect the area of the discovery if any significant non-burial-related discoveries are encountered.
 - ii. The on-site project manager will immediately notify WisDOT CRT. A professional archaeologist will be consulted to determine the significance of the discovery.
 - iii. WisDOT CRT will notify FHWA, the Wisconsin Historical Society, and MOA signatories of the discovery.
 - iv. Through an expedited consultation pursuant to 36 CFR 800.13(b), FHWA and WisDOT will consult with MOA signatories to determine an appropriate treatment to resolve project impacts. The area will remain protected until authorization to proceed is received.

8. DISPUTE RESOLUTION

Should any signatory to this MOA (including any invited signatory), per 36 CFR 800.6(c)(1) and (2), object in writing at any time prior to termination to any actions proposed or the manner in which the terms of this MOA are implemented, WisDOT and the FHWA shall consult with such party to resolve the objection. The objection must specify how the actions or manner of implementation is counter to the goals, objectives, or specific stipulation of this MOA. If the FHWA determines that such objection cannot be resolved, the FHWA will:

- a. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the ACHP. The ACHP shall provide the FHWA with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the FHWA shall prepare a written response that takes into account any timely advice or

comments regarding the dispute from the ACHP and signatories, and provide them with a copy of this written response. The FHWA will then proceed according to its final decision.

- b. If the ACHP does not provide its advice regarding the dispute within the 30-day period, the FHWA may make a final decision on the dispute and proceed accordingly. Prior to proceeding, the FHWA shall notify the parties to this MOA of its decision regarding the dispute.
- c. It is the FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute.

9. AMENDMENT

Any signatory to this agreement may propose to the agency that the agreement be amended. Whereupon the agency shall consult with the other signatory parties [including invited signatories per 36 CFR 800.6(c)] to this agreement to consider such an amendment. 36 CFR 800.6(c) shall govern the execution of any such amendment.

10. PROFESSIONAL QUALIFICATIONS

WisDOT shall ensure that all historic preservation work carried out pursuant to the agreement is carried out by or under the supervision of a person or persons meeting at a minimum the *Secretary of the Interior's Professional Qualifications Standards* as published in 36 CFR Part 61. The Public Interpretation Plan and National Register Nomination will be carried out by individuals qualified in the fields of history or architectural history. The Data Recovery Plan will be carried out by individuals qualified in the field of archaeology.

11. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment as stated in CFR 800.6(c)(8). If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

12. SUNSET CLAUSE

This agreement shall be null and void if all terms are not carried out within five (5) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms as stated in CFR 800.6(c)(5). Execution of this MOA by the FHWA and the Wisconsin SHPO, and implementation of its terms, evidences that the FHWA has complied with Section 106 on the This Street Bridge replacement and its effects on historic properties and that the FHWA has taken into account the effects of the project on historic properties.

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS # 12-3456/XX
This Street Bridge (P-12-345) Replacement, Thatville, Dane County

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

BY: _____ Date: _____
Environmental Protection Specialist, Wisconsin Division FHWA

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS # 12-3456/XX
This Street Bridge (P-12-345) Replacement, Thatville, Dane County

WISCONSIN STATE HISTORIC PRESERVATION OFFICER

BY: _____
State Historic Preservation Officer

Date: _____

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS # 12-3456/XX
This Street Bridge (P-12-345) Replacement, Thatville, Dane County

U.S. ARMY CORPS OF ENGINEERS

BY: _____
U.S. Army Corps of Engineers

Date: _____

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS # 12-3456/XX
This Street Bridge (P-12-345) Replacement, Thatville, Dane County

INVITED SIGNATORIES

WISCONSIN DEPARTMENT OF TRANSPORTATION

BY: _____
WisDOT Historic Preservation Officer

Date: _____

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS # 12-3456/XX
This Street Bridge (P-12-345) Replacement, Thatville, Dane County

CITY OF THATVILLE

BY: _____
City of Thatville

Date: _____

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS # 12-3456/XX
This Street Bridge (P-12-345) Replacement, Thatville, Dane County

XX TRIBE

BY: _____
XX Tribe

Date: _____

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS # 12-3456/XX
This Street Bridge (P-12-345) Replacement, Thatville, Dane County

Appendix A. Area of Potential Effects Map

Appendix omitted from Sample MOA

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS # 12-3456/XX
This Street Bridge (P-12-345) Replacement, Thatville, Dane County

Appendix B. Draft Data Recovery Plan

Appendix omitted from Sample MOA

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS # 12-3456/XX
This Street Bridge (P-12-345) Replacement, Thatville, Dane County

Appendix C. Proposed Final Inadvertent Discovery Protocol

Appendix omitted from Sample MOA

Appendix D. Public Interpretation

Three or four interpretive panels will be incorporated into the east wall of the new bridge substructure, adjacent to the multi-use path. Each panel will highlight the history and significance of a specific theme: Bridge designer and the This Street Bridge design; Conservationist and the That River Parks; and general pre-contact history of the area, including a land acknowledgement statement. A fourth panel may cover bridges located at the site prior to the This Street Bridge or more specific information related to the significance of the Archeo Park 1 site.

The panels will include narrative text and available historic and current photographs and follow current best practices for interpretive displays, including reading level, font color/size, overall number of images, and length of narrative text.

The City or its agent will proceed as follows:

1. Within twelve (12) months of MOA execution, the City or its agent will provide WisDOT CRT with preliminary panel details, including:
 - a. Number of panels that will be developed.
 - b. Content focus for each panel, including preliminary outline and description of graphics.
 - c. Panel size and materials.
 - d. Method for placing the panels on the bridge substructure.
 - e. Panel fabricator and general timeframe for installation.
 - f. Possibility of delayed completion and incorporation of panel related to Riverside Park 2, based on the extended timeframe for data recovery completion.
2. WisDOT CRT will review the preliminary panel details within thirty (30) days and forward on to SHPO for a thirty (30)-day review period. WisDOT CRT will provide combined written comments to the City or its agent.
3. Within six (6) months of receipt of preliminary panel comments, the City or its agent will provide WisDOT CRT with draft content for each panel that includes the following:
 - a. Narrative text and captioned images that have been reviewed by a technical editor.
 - b. Source information, credits, and/or use permission for all graphics, including historic and current images.

¹ Content related to the Archeo Park 1 site will develop within a delayed schedule due to the status of the Data Recovery Plan and necessary information that will inform the narrative text and images. Draft panel content will be submitted in accordance with the outlined review protocol.

- c. Layout depicting placement of text and images.
4. WisDOT CRT will review the draft content within thirty (30) days and forward on to SHPO for a thirty (30)-day review period. WisDOT CRT will provide combined written comments to the City or its agent.
5. Within three (3) months of receipt of draft content comments, the City or its agent will submit revised draft content to WisDOT CRT. WisDOT CRT will review the revised content within thirty (30) days and forward on to SHPO for a thirty (30)-day review period. WisDOT CRT will provide combined written comments to the City or its agent. Any comments will need to be addressed in consultation with WisDOT and SHPO before the content is finalized and panels are fabricated.
6. The City or its agent will install the final panels on the bridge within six (6) months of construction completion. Digital, color photographs depicting the installed panels will be provided to WisDOT within three (3) months of installation.²

² Panel content related to Archeo Park 1 will be incorporated at a later date, upon completion of the review process outlined in items 1-5.

MEMORANDUM OF AGREEMENT

BETWEEN THE FEDERAL RAILROAD ADMINISTRATION, WISCONSIN DEPARTMENT OF
TRANSPORTATION, AND WISCONSIN STATE HISTORIC PRESERVATION OFFICE

Prepared pursuant to 36 CFR § 800.6(c) Regarding

Regarding

WISCONSIN DEPARTMENT OF TRANSPORTATION PROJECT I.D. 1234-56-78

WHS# 12-345/RA

Thatville Yards Improvements

Thatville, Dane County

WHEREAS, the Federal Railroad Administration (FRA) plans to provide Fiscal Year 2024 Consolidated Rail Infrastructure and Safety Improvement Program grant funds to the Wisconsin Department of Transportation (WisDOT) for the Thatville Yards Improvements project (undertaking) and the United States Army Corps of Engineers (USACE) and the United States Coast Guard (USCG) will issue permits to WisDOT for the undertaking; and

WHEREAS, the undertaking consists of the construction of a new main line track through the Thatville Yards, signal and track upgrades, repairs to two bridges, and replacement of four bridges in the city of Thatville, Dane County; and

WHEREAS, the FRA is the lead Federal agency on this undertaking with responsibility for completing the requirements of Section 106; and

WHEREAS, the FRA has established the undertaking's Area of Potential Effects (APE), as defined in 36 CFR § 800.16(d), to be all properties within and immediately adjacent to the proposed project corridor (see Appendix G); and

WHEREAS, the FRA, pursuant to 36 CFR § 800.4(c), has determined that the This Canal Bridge and the This Canal are eligible for inclusion in the National Register of Historic Places (see Appendix G); and

WHEREAS, the FRA has determined that the project will have an adverse effect upon the This Canal Bridge and the This Canal (see Appendix G); and

WHEREAS, the FRA has consulted with the SHPO in accordance with Section 106 of the National Historic Preservation Act, 54 U.S.C. § 306108 (NHPA), and its implementing regulations (36 CFR § 800) to resolve the adverse effect of the project on historic properties (see Appendix G); and

WHEREAS, the FRA intends to use the provisions of this Memorandum of Agreement (MOA) to address applicable requirements of Section 110(b) of NHPA, 54 U.S.C. § 306103; and

WHEREAS, the Wisconsin Department of Transportation (WisDOT) participated in the consultation and has been invited to sign this MOA as an Invited Signatory; and

WHEREAS, the City of Thatville participated in the consultation and has been invited to sign this MOA as a Concurring Party; and

WHEREAS, Dane County Historical Society participated in the consultation and has been invited to sign this MOA as a Concurring Party; and

WHEREAS, the Ho-Chunk Nation participated in the consultation and has been invited to sign this MOA as an Invited Signatory; and

WHEREAS, the U.S. Coast Guard designated FRA lead federal agency for Section 106, participated in the consultation and has been invited to sign this MOA as a Concurring Party; and

WHEREAS, the U.S. Army Corps of Engineers designated FRA lead federal agency for Section 106, was invited to participate in the consultation, but declined to sign this MOA; and

WHEREAS, no additional Consulting Parties have been identified to participate in the development of this MOA; and

WHEREAS, this undertaking is not on federal or tribal land as defined by the NHPA; therefore, all inadvertent human remain discoveries will be addressed in accordance with Wis. Stat. § 157.70 and the Proposed Final Inadvertent Discovery Protocol (see Appendix A).

NOW, THEREFORE, the FRA, and the Wisconsin SHPO agree that, upon execution of this MOA the FRA shall ensure that the following stipulations are implemented in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

I. DOCUMENTATION OF THE THIS CANAL BRIDGE

A. Completion of HAER Documentation of This Canal Bridge

WisDOT shall complete Level II HAER documentation of the This Canal Bridge. All documentation will be completed in accordance with the *Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation: HABS/HAER Standards* [as originally published in the Federal Register, Vol. 48, No. 190, (September 29, 1983), pp. 44730-34 and updated in the Federal Register, Vol. 68, No. 139 (July 21, 2003), pp. 43159-43162] (Standards). Details regarding the HAER documentation process are included in Appendix B.

B. Completion of Photogrammetric Imaging of This Canal Bridge

WisDOT will complete photogrammetric imaging of the This Canal Bridge. The photogrammetric documentation will produce one or more 3-D digital images of the structure for submittal to SHPO, the City of Thatville, the Thatville Public Library, and the Dane County Historical Society. Details regarding the photogrammetric documentation process are included in Appendix B.

II. SURVEY OF EXTANT HISTORIC RAILROAD BRIDGES OVER WATERWAYS IN DANE COUNTY

WisDOT shall complete a survey of extant historic railroad bridges over waterways in Dane County. Copies of the final survey report will be provided to SHPO, the City of Thatville, the Thatville Public Library, and the Dane County Historical Society. WisDOT will ensure that all aspects of this stipulation shall be carried out by, or under the supervision of, a qualified consultant as defined in Stipulation IX Professional Qualifications. Details regarding the survey stipulation are included in Appendix C.

III. DEVELOPMENT AND IMPLEMENTATION OF A CONSTRUCTION ENVIRONMENTAL PROTECTION PLAN

WisDOT will develop a Construction Environmental Protection Plan (CEPP) for the project. The CEPP will include provisions for the protection of the This Canal during construction of the new This Canal Bridge. WisDOT will ensure that all aspects of this stipulation shall be carried out by, or under the supervision of, a qualified consultant as defined in Stipulation IX Professional Qualifications. Details regarding the development and implementation of the CEPP are included in Appendix D.

IV. PROTECTION AND MONITORING OF BURIED ARCHAEOLOGICAL RESOURCES

WisDOT will solicit the services of a qualified consultant (as defined in Stipulation IX) to develop a comprehensive monitoring plan to determine if any ground disturbing activities associated with the project will impact buried archaeological resources and to monitor any such resources during the course of construction. Details regarding the monitoring plan are included in Appendix E.

V. INADVERTENT OR POST-REVIEW DISCOVERIES

WisDOT will take protective steps to safeguard archaeological site(s) and/or human remains after working hours. Measures will include one or more of the following: fencing, signage, temporary backfilling of active excavation area(s) to conceal the location, and/or notification of local authorities to include the area in their patrol. WisDOT will ensure the following protocol is followed regarding inadvertent discoveries:

A. Burial-Related Discoveries

1. The on-site construction project manager shall immediately stop construction activities and protect the site area if any inadvertent burial related discoveries (human remains) are encountered. The treatment of burial-related discoveries shall comply with provisions contained in Wisconsin §157.70 and the *Proposed Final Inadvertent Discovery Protocol*.
2. The on-site construction project manager will immediately notify WisDOT CRT and WisDOT CRT will immediately notify FRA, the SHPO, consulting tribes, and interested concurring parties of the discovery(ies). WisDOT, FRA, and SHPO will consult with the Forest County Potawatomi Tribal Historic Preservation Office, and any traditional advisor the Tribe sees fit to appoint, regarding indigenous human remains prior to their removal from the discovery site.

3. In the event the human remains are found out of context (e.g., in the excavation screen, or a back-dirt pile associated with excavation, or construction) the remains must be placed back as close as possible to their original trench/unit and left in place until such time consultation and a treatment plan is completed.

B. Non-Burial-Related Discoveries

1. The on-site construction project manager shall immediately stop construction activities and protect the area of the discovery if any significant non-burial- related discoveries are encountered.
2. The on-site project manager will immediately notify WisDOT CRT. A professional archaeologist will be consulted to determine the significance of the discovery. The professional archaeologist will notify WisDOT CRT of findings.
3. WisDOT CRT will notify FRA, SHPO, and the Ho-Chunk Nation of the discovery within 48 hours.
4. Through an expedited consultation process, FRA and WisDOT will consult with MOA Signatories, Invited Signatories, and Concurring Parties to determine an appropriate treatment to resolve adverse effects to historic properties. WisDOT will continue to protect the area until authorization to proceed is received from SHPO.

VI. ADMINISTRATIVE STIPULATIONS

A. Effective Date

This MOA will become effective immediately upon execution by all Signatories.

B. Timeframes, Communication, and Project Modifications

The Signatories, Invited Signatories, and Concurring Parties will adhere to the provisions regarding timeframes and communication and project modification identified in Appendix F.

C. Adoptability

In the event that a Federal agency, not initially a party to or subject to this MOA, receives an application for financial assistance, permits, licenses, or approvals for the Project as described in this MOA, such Federal agency may become a Signatory to this MOA as a means of complying with its Section 106 responsibilities for its undertaking. To become a Signatory to this MOA, the agency official must provide written notice to the Signatories that the agency agrees to the terms of the MOA, specifying the extent of the agency's intent to participate in the MOA, and identifying the lead Federal agency for the undertaking. The participation of the agency is subject to approval by the Signatories. Upon approval, the agency must execute a signature page to this MOA, file the signature with the ACHP, and implement the terms of this MOA, as applicable. Any necessary amendments to the MOA will be considered in accordance with Stipulation VIII.

- D. The implementation of this MOA will be monitored by WisDOT with progress reported in the agency's MOA Annual Report (see Appendix F).

VII. DISPUTE RESOLUTION

Any Signatory (including Invited Signatories) or Concurring Party to this MOA may object at any time to any actions proposed or the manner in which the terms of this MOA are implemented by submitting its objection to FRA in writing. Upon receipt of the objection, FRA shall consult with the Signatories (including Invited Signatories) to resolve the objection. If FRA determines that such objection cannot be resolved, FRA will, within thirty 30 days of such objection:

- A. Forward all documentation relevant to the dispute, including the FRA's proposed resolution, to the Advisory Council on Historic Preservation (ACHP) (with a copy to the Signatories, Invited Signatories and Concurring Parties) and request that the ACHP provide FRA with its advice on the resolution of the objection within thirty (30) days.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day period, FRA will make a final decision on the dispute and proceed accordingly.
- C. FRA will document its decision in a written response that takes into account any timely comments regarding the dispute from ACHP, the Signatories, Invited Signatories and Concurring Parties to the MOA, and provide them with a copy of the response.
- D. FRA will then proceed according to its final decision.
- E. FRA and WisDOT remain responsible for carrying out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VIII. AMENDMENTS

Any Signatory or Invited Signatory to this MOA may request that it be amended by providing a written request identifying the proposed scope of the amendment to the Signatories and Invited Signatories. The Signatories, Invited Signatories, and Concurring Parties will consult for no more than thirty (30) calendar days (or another time period agreed upon by the Signatories and Invited Signatories) to consider such amendment. The amendment will be effective immediately upon execution by all Signatories. FRA will file the executed amendment with the ACHP.

IX. PROFESSIONAL QUALIFICATIONS

WisDOT shall ensure that all historic preservation work carried out pursuant to agreement is carried out by or under the supervision of a person or persons meeting at a minimum the Secretary of the Interior's Professional Qualifications Standards in the field of architectural history or archaeology, as published in 36 CFR Part 61, and as relevant to the technical requirements of a given action (referred to in this MOA as a qualified consultant).

X. TERMINATION

If any Signatory to this MOA determines that its terms will not or cannot be carried out, that Signatory shall immediately consult with the other Signatories to attempt to develop an amendment per Stipulation VIII above. If within thirty (30) days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, FRA must either (a) execute an MOA pursuant to 36 CFR 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. FRA shall notify the Signatories as to the course of action it will pursue.

XI. DURATION

This agreement shall be null and void if its terms are not carried out within ten (10) years from the date of the execution unless the Signatories agree in writing to an extension of carrying out its terms.

XII. EXECUTION AND IMPLEMENTATION

Execution of this MOA by FRA and the Wisconsin SHPO, and implementation of its terms, evidences that FRA has complied with Section 106 for the Thatville Yards project, and that FRA has taken into account the effects of the undertaking on historic properties.

SIGNATORIES

FEDERAL RAILROAD ADMINISTRATION

BY: _____
Federal Preservation Officer

Date: _____

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS# 12-345/RA
Thatville Yards Improvements, Thatville, Dane County

WISCONSIN STATE HISTORIC PRESERVATION OFFICER

BY: _____
State Historic Preservation Officer

Date: _____

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS# 12-345/RA
Thatville Yards Improvements, Thatville, Dane County

INVITED SIGNATORIES

WISCONSIN STATE DEPARTMENT OF TRANSPORTATION

BY: _____
Director, Bureau of Technical Services

Date: _____

CONCURRING PARTIES

UNITED STATES COAST GUARD

BY: _____

Date: _____

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS# 12-345/RA
Thatville Yards Improvements, Thatville, Dane County

CITY OF MILWAUKEE

BY: _____

Date: _____

Memorandum of Agreement
WisDOT ID 1234-56-78 / WHS# 12-345/RA
Thatville Yards Improvements, Thatville, Dane County

MILWAUKEE PRESERVATION ALLIANCE

BY: _____

Date: _____

Appendix A. Proposed Final Inadvertent Discovery Protocol*

Proposed Final Inadvertent Discovery Protocol

I) Human remains are inadvertently disturbed

II) Human Remains Identified as Native American

A) WHS shall contact Tribe(s) and WITRC within 24 hours of Identification (II above). Contacted Tribes shall be determined from NAGPRA Tribal Area of Interest Maps/other information.

[Special Caveat: Timing is a critical factor for closing inadvertently discovered graves, or for removing burials from graves. Any information related to timing shall be transmitted to Tribe(s) and/or WITRC, when WHS becomes aware of specifics. Such special-timing requirements may affect the respective notice provisions of this protocol.]

[***Special Note: WHS has need for Current Contact information for appropriate Tribe and WITRC representatives (including one alternate contact).] *

B) Tribe(s) and/or WITRC shall respond with information on: handling of remains; desire to observe or monitor; specific project contact person(s) w/contact information; other within 24 hours. [This Tribe/WITRC information is hereinafter referred to as "Treatment."]

1) If human remains and objects related to the burial are removed (through disturbance) from the grave, and Tribe(s) and/or WITRC transmit Treatment request, then WHS notifies parties to put in place Treatment plan.

2) If remains are left in grave, then no further involvement, unless Tribe(s) and/or WITRC transmit request for Treatment at grave site. Then, if such Grave-site treatment is requested, WHS shall notify all parties to put in place Treatment plan.

[NOTE: all subsequent contact with Tribe(s) and/or WITRC shall be made according to project-specific information as conveyed in "B" above; or, in the absence of such project specific information, pursuant to existing contact information of "A" above.]

C) If human remains and objects related to the burial must be excavated, then a Contract for such activity must be negotiated.

1) WHS shall contact Tribe(s) and/or WITRC of removal requirement.

2) Tribe(s) and/or WITRC, if desired, shall provide additional Treatment provisions for excavation and temporary curation of human remains and objects related to the burial.

[NOTE: WHS shall advise Tribe(s) and/or WITRC of decision to excavate human remains and objects related to the burial within 24 hours of notice of such decision. Tribe(s) and/or WITRC shall respond with Treatment request within 24 hours of such notice. In any event, all information exchange must take place prior to finalizing excavation Contract]

III) Disposition of human remains and objects related to the burial shall be undertaken pursuant to existing statutory and administrative code provisions.

*WITRC refers to the Wisconsin Intertribal Repatriation Committee; WHS refers to the Wisconsin Historical Society (SHPO)

Appendix B. Documentation of This Canal Bridge

1. HAER Documentation of This Canal Bridge
 - a. Within eighteen (18) months of the execution of this MOA, WisDOT will complete Level II HAER documentation of the This Canal Bridge, prior to any bridge deconstruction activity.
 - b. All work for this stipulation shall be carried out by, or under the supervision of, a qualified consultant as defined in Stipulation IX – Professional Qualifications.
 - c. Level II HAER documentation of the This Canal Bridge will consist of three (3) components: 1) written historical and descriptive data; 2) large format black and white photographs; and 3) select existing drawings executed between 1904 and 1914.
 - d. The written historical and descriptive data will be printed on standard 8 ½ x 11" archival paper and will include citations following the Chicago Manual of Style. Content and formatting will follow guidelines established in the *HABS/HAER Standards* as well as the updated *HAER Guidelines for Historical Reports* (updated in 2017 and 2021).
 - e. Views covered in the photographic documentation will include those specified in the *HABS/HAER Standards*, including general views of all sides of the bridge; detail views of portals, portal connections, upper chord connections, vertical members, traffic deck, and any identification plates or manufacturer's marks; traffic deck support system if accessible; abutments and approach details.
 - f. All photographs will be printed in a standard size (4" x 5", 5" x 7", or 8" x 10") on archival photographic paper and will be produced from large-format, black-and-white film in compliance with the *HABS/HAER Standards*.
 - g. An index to photographs will be produced and the photographs and negatives will be labeled according to *HABS/HAER Standards*.
 - h. Select existing drawings of the This Canal Bridge (on file at City of Thatville Department of Public Works) will be photographed with large-format negatives or photographically reproduced according to archival standards in a standard size as recommended in the *HABS/HAER Standards* (19" x 24", 24" x 36", or 34" x 44"). An additional reduced size (8 ½" x 11") copy of the drawings will also be printed on archival paper.
 - i. The qualified consultant will prepare a statement describing the location of the original drawings; this statement will accompany the select existing drawings upon submittal.
 - j. Prior to submittal of any documentation, the qualified consultant will notify the National Park Service of the pending HAER submittal.

- k. One complete package of the full HAER Level II documentation will be submitted to the National Park Service following the HABS/HAER/HALS Documentation for Transmittal guidelines published by the National Park Service (<https://www.nps.gov/hdp/standards/Transmittal.pdf>).
 - l. One complete package of the full HAER Level II documentation will be submitted to each of the following organizations: SHPO, the City of Thatville, the Thatville Public Library, and the Dane County Historical Society. Digital scans of the documentary photos will also be submitted to SHPO and the City of Thatville; all photo scans will result in digital images of 300-1200 dpi and will be submitted as uncompressed jpgs and/or TIFFs following each agency's preferred standards. If requested, digital scans will also be sent to FRA.
 - m. Proof of submission, such as emailed confirmation of receipt from each organization, will serve as proof of completion of this stipulation. Once received, WisDOT will forward proof of submission to FRA.
2. Photogrammetric Imaging of This Canal Bridge
- a. Within eighteen (18) months of the execution of this MOA, WisDOT will complete photogrammetric imaging of the This Canal Bridge, prior to any bridge deconstruction activity.
 - b. The photogrammetric documentation will result in one (1) or more high quality 3-D digital images of the bridge. The digital image(s) will be manipulatable by users for viewing the structure in the round. All digital files will conform to the standards outlined by the Library of Congress for archival storage of 3-D digital images.
 - c. Prior to or within six (6) months of project completion, the digital image(s) will be submitted to SHPO via an agreed upon method for permanent storage.
 - d. Prior to or within six (6) months of project completion, the digital image(s) will be submitted to the City of Thatville via the city's preferred method for permanent storage.
 - e. Prior to or within six (6) months of project completion, the digital image(s) will be submitted to the Thatville Public Library via the library's preferred method for permanent storage and for public viewing.
 - f. Prior to or within six (6) months of project completion, the digital image(s) will be submitted to the Dane County Historical Society via the historical society's preferred method for permanent storage.

- g. If requested, prior to or within six (6) months of project completion, the digital image(s) will be submitted to FRA via their preferred method for permanent storage.
- h. This stipulation will be considered closed when proof that the digital image(s) have been submitted to SHPO, the City of Thatville, the Thatville Public Library, and the Dane County Historical Society (such as emailed confirmation of receipt from each organization) has been submitted to WisDOT. Once received, WisDOT will forward proof of submission to FRA.

Appendix C. Survey of Extant Historic Railroad Bridges over waterways in Cane County

1. Within two (2) years of the execution of this MOA, WisDOT will conduct a reconnaissance survey of extant historic railroad bridges over waterways in Dane County. All work will be completed by a qualified consultant as described in Stipulation IX.
2. The qualified consultant will submit 6-month progress reports to WisDOT outlining work completed in fulfillment of this stipulation.
3. The survey will be limited to moveable, through truss, deck truss, stone arch, concrete arch, and timber bridge types.
4. The qualified consultant will conduct a literature review of the Wisconsin Historic Preservation Database (WHPD) and the National Register of Historic Places (NRHP) to identify any previously surveyed or NRHP-listed railroad bridges over waterways in Dane County; additional literature review will include a review of historic maps, aerial photographs, and relevant city and/or state records related to railroad and waterway transportation.
5. The qualified consultant will conduct site visits for each extant property identified during the literature review; those properties that are at least 40 years old and that retain a degree of historic integrity will be surveyed. Photographs of surveyed properties will be taken following guidance in the Wisconsin Historical Society's *Architecture History Survey Manual*.
6. The qualified consultant will create or update WHPD inventory records for all surveyed resources in accordance with SHPO standards; one or more digital photos meeting current WHPD standards will be uploaded to each record.
7. The qualified consultant will prepare a survey report following formatting as specified by SHPO. The survey report will include a detailed historic context relating to the development of rail transport in Dane County as well as an engineering context relating to bridge types identified during the field survey. The survey report will also include an assessment of each surveyed resource for NRHP status or eligibility as well as a summary of WHPD actions performed for each surveyed resource. Before the report is finalized, SHPO will confirm the eligibility status of surveyed resources.
8. The WisDOT shall provide the parties to this MOA and the City of Thatville the opportunity to review and comment on a draft of the survey report in accordance with Stipulation VI – Administrative Stipulations and Appendix F.

9. WisDOT or its qualified consultant will submit electronic and print copies of the final survey report to SHPO (1 copy), the City of Thatville (3 copies), the Thatville Public Library (1 copy), and the Dane County Historical Society (1 copy). If requested, electronic copies of the final survey report will be submitted to FRA.
10. Proof of submission to SHPO, the City of Thatville, the Thatville Public Library, and the Dane County Historical Society (such as confirmation of receipt) will serve as proof of completion of this stipulation. Once received, WisDOT will forward proof of submission to FRA.

Appendix D. Development and Implementation of a Construction Environmental Protection Plan

1. WisDOT will develop a Construction Environmental Protection Plan (CEPP) for the project. This stipulation does not serve as mitigation for the adverse effect to the This Canal Bridge, but will avoid construction impacts to the NRHP eligible This Canal.
2. The CEPP will include provisions for the protection of the This Canal during construction, hereafter the This Canal Protection Plan.
3. The This Canal Protection Plan will be developed by, or under the supervision of, a qualified consultant as defined in Stipulation IX Professional Qualifications.
4. The This Canal Protection Plan will meet the guidelines set forth in the National Park Service's *Preservation Tech Notes, Temporary Protection #3: Protecting a Historic Structure during Adjacent Construction*.
5. WisDOT will submit the draft This Canal Protection Plan to SHPO and Concurring Parties to this MOA for review in accordance with Stipulation VI – Administrative Stipulations and Appendix F. Comments from SHPO and Concurring Parties will be incorporated into the final This Canal Protection Plan and submitted to SHPO.
6. The This Canal Protection Plan will be provided to the USCG for review in accordance with Stipulation VI – Administrative Stipulations and Appendix F.
7. Proof of submission to SHPO will serve as proof of completion of this stipulation. Once received, WisDOT will forward proof of submission to FRA.

Appendix E. Protection and Monitoring of Buried Archaeological Resources

1. WisDOT will solicit the services of a qualified consultant as defined in Stipulation IX – Professional Qualifications (hereafter referred to as the archaeologist) to provide the archaeological services outlined in this stipulation.
2. WisDOT will require the archaeologist, in consultation with WisDOT, SHPO, and the Tribal Historic Preservation Officer (THPO) for the Ho-Chunk Nation, to develop a comprehensive monitoring plan determining if any ground disturbing activities associated with the undertaking will impact buried archaeological resources and to monitor any such resources. The monitoring plan will outline procedures should significant cultural deposits be identified during monitoring. The monitoring plan will also specify that WisDOT will follow the process in Stipulation V if the deposits contain human remains.
3. WisDOT will submit the draft monitoring plan to SHPO and the Ho-Chunk Nation THPO for review in accordance with Stipulation VI – Administrative Stipulations and Appendix F. Comments from SHPO and Ho-Chunk Nation THPO will be incorporated into the final monitoring plan; WisDOT will submit the final monitoring plan to SHPO prior to any ground disturbing activities and will provide a copy of the final monitoring plan to FRA.
4. Within three months of completion of all ground-disturbing activities associated with the Undertaking, the archaeologist will submit a final monitoring report to WisDOT for review.
 - a. The final monitoring report will describe the monitoring program and its findings and results, and present a detailed professional description, analysis, and evaluation of any cultural resources that were encountered and evaluated during construction.
 - b. WisDOT will submit the final letter report to SHPO, FRA, Ho-Chunk Nation, and Concurring Parties to this MOA documenting the monitoring efforts.

Appendix F. Administrative Provisions

1. Timeframes and Communications

The following timeframes and communication protocols apply to all Stipulations in this MOA unless otherwise specified:

- a. All time designations are in calendar days unless otherwise stipulated. If a review period ends on a Saturday, Sunday, or Federal holiday, the review period will be extended until the first following business day.
- b. Unless otherwise stipulated in this MOA, all review periods are thirty (30) calendar days, starting on the day a complete submission is provided by WisDOT to the relevant parties via the specified notification processes.
- c. WisDOT will consult with commenting parties, not including Tribes (see Item g below), as appropriate to ensure that all comments received within the 30 calendar-day review period are considered. If WisDOT does not receive comments within the 30 calendar-day review period, it is understood that the non-responding parties have no comments on the submittal, and WisDOT may proceed to the next step of the consultation process.
- d. WisDOT will include status updates on the implementation of this MOA in its MOA Annual Report (this report provides annual status updates on the implementation of MOAs for which the agency is responsible). WisDOT will provide copies of the MOA Annual Report to Signatories of this MOA.
- e. All official notices, comments, requests for further information, documentation, and other communications will be sent by e-mail or other electronic means.
- f. FRA is responsible for all government-to-government consultation with Tribes.

2. Project Modification and Design Changes

If WisDOT proposes changes to the project that may result in additional or new effects on historic properties, WisDOT will notify FRA and SHPO of such changes within 15 calendar days. Before WisDOT takes any action that may result in additional or new effects to historic properties, Signatories, Invited Signatories, and Concurring Parties will consult to determine the appropriate course of action. If FRA determines that an amendment to the MOA is required, it will proceed in accordance with Stipulation VIII – Amendments.

MEMORANDUM OF AGREEMENT

BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS AND
THE WISCONSIN STATE HISTORIC PRESERVATION OFFICER

Prepared pursuant to 36 CFR §800.6(c)

Regarding

WHS #12-345 / Corps# 123456

This Bridge Replacement

Thatville, Dane County

WHEREAS, the United States Army Corps of Engineers (CORPS) has been requested to authorize under Section 404 of the Clean Water Act the discharge of dredged or fill material into Waters of the United States in connection with the demolition and subsequent replacement of the National Register-eligible This Bridge, a project of the Wisconsin Department of Transportation (WisDOT) in conjunction with Dane County, located in the city of Thatville, Dane County, Wisconsin; and

WHEREAS, the Federal undertaking subject to the requirements of Section 106 of the National Historic Preservation Act is the work, structure, or discharge that requires a Department of the Army permit pursuant to 33 CFR 320-334 (1)(f); and

WHEREAS, in reference to the definition of undertaking found at §800.16(y), the activity requiring a Federal permit is the proposed discharge of fill into and work in Waters of the United States regulated under Section 404 of the Clean Water Act; and

WHEREAS, the CORPS is the lead Federal agency on this project because of the request to issue a Section 404 Permit and thus has the responsibility for completing the requirements of Section 106 of the National Historic Preservation Act (54 U.S.C. §306108) and its implementing regulations (36 CFR Part 800) (NHPA); and

WHEREAS, the CORPS determines the extent of its responsibility under the NHPA through determination of permit area, which includes both Waters of the United States and upland areas that would be directly affected as a result of the authorization to discharge fill. For upland areas, or Waters of the United States outside the footprint of authorized fill, to be considered within the permit area, the activity(s) in those areas must meet all three tests found at 33 CFR 320-334 (1)(g); and

WHEREAS, the CORPS has determined that the permit area is to be defined based on the area affected by both construction and demolition following the completion of final design; and

WHEREAS, this project will replace the extant This Bridge - a two-span, riveted Pennsylvania truss structure -- in place, the CORPS has established the Project's Area of Potential Effects (APE), as defined in 36 CFR §800.16(d), to include the proposed project area, an area that includes only the This Bridge; and

WHEREAS, the CORPS, pursuant to 36 CFR §800.6(c) and in consultation with the Wisconsin State Historic Preservation Officer (SHPO), has determined that the This Bridge is eligible for inclusion in the National Register of Historic Places; and

WHEREAS, the CORPS has determined that there are no other properties other than the This Bridge in the APE that are eligible for, or listed on, the National Register of Historic Places; and

WHEREAS, the CORPS has determined that the replacement of the This Bridge will have an adverse effect on the This Bridge; and

WHEREAS, the CORPS has consulted with the SHPO to resolve the adverse effect of the replacement on the This Bridge; and

WHEREAS, various rehabilitation and replacement location alternatives have been considered, reuse of the present site has been identified as the recommended alternative due to its minimization of environmental impacts and fiscal constraints; and

WHEREAS, there has been an extensive public involvement program including consultation with interested organizations, local officials, neighboring property owners, and members of the public through six public information meetings, two consultation meetings, emails, and telephone conversations; and

WHEREAS, the Wisconsin Department of Transportation participated in the consultation, has an active role in satisfaction of the terms of this MOA, and has been invited to be a signatory in this MOA; and

WHEREAS, the Dane County Historical Society (DCHS) has participated in the consultation, has an active role in satisfaction of the terms of this MOA, and has been invited to be a signatory in this MOA; and

WHEREAS, Dane County (COUNTY) participated in the consultation and has been invited to be a signatory in this MOA; and

WHEREAS, the Historic Bridge Foundation has participated in the consultation and has been invited to concur in the MOA;

NOW, THEREFORE, the CORPS and the Wisconsin SHPO agree that, upon execution of this MOA, and upon the CORPS's decision to issue a permit in connection with the Project, the CORPS shall ensure that the following stipulations are implemented in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The CORPS will ensure that the following measures are carried out:

1. PHOTOGRAPHIC DOCUMENTATION OF THE THIS BRIDGE

The This Bridge was documented for the Historic American Engineering Record (HAER) when a National Park Service recordation team was in the State of Wisconsin in 1987. The documentation required a historical report and large format, perspective- controlled, archivally processed photographs, all of which is curated at the Library of Congress, Washington, D.C. It is also available on-line at

<http://www.loc.gov/pictures/collection/hh/item/wiO194/>.

The following stipulation is intended to make photographic documentation of the bridge more accessible to the residents of Dane County and the citizens of Wisconsin.

- A. Within six (6) months of MOA execution and prior to commencement of construction activities, The COUNTY or its agent(s) shall complete archival photographic documentation of the This Bridge. The photographs shall be in accordance with the requirements outlined in Appendix A.
- B. The COUNTY shall submit materials to WisDOT. WisDOT or its agent(s) shall submit the image files and a photograph log to the SHPO via an agreed upon method, as well as a set of the image files to the DCHS; WisDOT or its agent(s) shall upload the images to the Wisconsin Historic Preservation Database (WHPD) database, using the required metadata standards.
- C. The COUNTY shall be responsible for funding the photographic documentation process.
- D. WisDOT shall provide the CORPS with written documentation that the photographic documentation has been accepted by the SHPO and shall not proceed with the demolition of the bridge until it receives notification from the CORPS.

2. MARKETING THE THIS BRIDGE

In order to facilitate the efforts of any parties or organizations interested in relocating all or a portion of the existing This Bridge, if feasible, WisDOT will undertake the following activities:

- A. WisDOT shall make a good faith effort to identify a party willing and able to relocate the This Bridge according to the plan outlined in Appendix B. The effort will commence within 30 days of MOA execution.
- B. If the bridge or a portion of the bridge is relocated, WisDOT shall reimburse an amount equivalent to the estimated cost of demolition to the party undertaking the relocation of the bridge or part of the bridge. The party undertaking the relocation will be required to enter into a contract with WisDOT and meet applicable terms and conditions.
- C. While demolition methods are the responsibility of the demolition contractor, following relocation and/or demolition of the existing This Bridge or a portion of the bridge, the COUNTY shall make

available for salvage any remaining bridge components such as eyebars, bridge decking, or other materials that may be of interest. These may be used for display or adaptive reuse purposes while acknowledging that the components came from the This Bridge. More than one component may be salvaged and removed by interested parties in coordination with WisDOT. Prior to bridge demolition, WisDOT or its agent in consultation with the COUNTY will notify the consulting parties, as listed in Appendix C, of the potential to salvage materials and request a letter of interest. Interested parties may submit a letter of interest to WisDOT within thirty (30) days of the initial notification. If expressions of interest are received, WisDOT will make bridge materials available at a location to be determined for a period of fourteen (14) days. Interested parties will be invited to enter into a contract with the COUNTY to remove these items from the storage location. Any party entering into a contract to salvage bridge materials will be responsible for the transportation of any salvaged items. the COUNTY will be responsible for coordinating between contracted parties and the bridge demolition contractors to arrange for site access to remove the items. Costs and risks associated with the disassembly and removal of salvage materials will be borne by individuals or parties taking possession of those materials.

- D. WisDOT shall provide the CORPS with documentation of efforts to either relocate the bridge according to the plan in Appendix B or its effort to allow the salvage of bridge components. This stipulation shall not be considered satisfied until such documentation is received and accepted by the CORPS.
- E. In the event that efforts to either relocate the bridge or salvage various components is unsuccessful, the COUNTY will undertake a professional survey of through truss bridges in Dane County. This will include contracting with a professional historian, as described in Section 6 below, to survey and document such structures, to update records in the WHPD per current standards, and to create new records in the WHPD as necessary. The COUNTY may consult with the signatories of this MOA as it undertakes this stipulation to determine parameters for the survey. The survey will be completed within one (1) year of the demolition of the existing This bridge. The cost of stipulation, if enacted, will be funded by the COUNTY.

3. PERMANENT PUBLIC HISTORICAL DISPLAY

A Wisconsin Historical Society (WHS) marker was placed in 1986 at a traffic pull-out area where the bridge across the This River can be viewed a short distance to the northeast.

In consultation with WisDOT and the WHS, the DCHS will develop within three (3) months of the execution of the MOA a plan to prepare and install a two (2) to four (4) panel display that will supplement and expound upon information presented in the WHS marker. The content for the display will be developed or reviewed by a professional historian, as described in Section 6 below. The proposed text shall be edited by a professional technical editor.

SHPO will have thirty (30) days to review the content of the displays and plan for marker location. Concurrently and in coordination with the SHPO, WisDOT and the COUNTY will have thirty (30) days to review the plan and offer suggestions. Upon receiving comments, the DCHS will have three (3) months to

develop and produce the display panels in consultation with a display- producing entity (e.g., Fossil Industries, Deer Park, New York, 11729). The display will employ all-weather panels that will be guaranteed against fading and cracking for a minimum of 15 years. The COUNTY shall reimburse DCHS for the cost of producing the panels. WisDOT shall provide the CORPS with documentation that this stipulation has been satisfied. This stipulation shall not be satisfied until documentation is received and accepted by the CORPS.

4. DISPUTE RESOLUTION

Should any signatory to this MOA (including any invited signatories}, per 36 CFR 800.6(c)(1) and (2), object in writing at any time prior to termination of any actions proposed or the manner in which the terms of this MOA are implemented, WisDOT and the CORPS shall consult with such party to resolve the objection. The objection must specify how the actions or manner of implementation is counter to the goals, objectives, or specific stipulation of this MOA. If the CORPS determines that such objection cannot be resolved, the CORPS will:

- A. Forward all documentation relevant to the dispute, including the CORPS's proposed resolution, to the Advisory Council on Historic Preservation (ACHP). The ACHP shall provide the CORPS with its comment on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the CORPS shall prepare a written response that takes into account any timely comment received regarding the dispute from the ACHP and signatories and provide them with a copy of this written response. The CORPS will then proceed according to its final decision.
- B. If the ACHP does not provide comment regarding the dispute within the 30-day period, the CORPS may make a final decision on the dispute and proceed accordingly. Prior to proceeding, the CORPS shall notify the signatory, invited, and concurring parties to this MOA of its decision regarding the dispute.
- C. It is the CORPS's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute.
- D. This undertaking is not on federal or tribal land as defined by the NHPA; therefore, all inadvertent human remain discoveries will be addressed in accordance with Wisconsin §157.70. Post- review discoveries of non-human-remain historic resources will be treated in accordance with 36 CFR 800.13(b).

5. AMENDMENT

Any signatory to this agreement may propose to the CORPS that the agreement be amended, whereupon the CORPS shall consult with the other signatory parties, including invited signatories per 36 CFR 800.6(c), to this agreement to consider such an amendment. 36 CFR 800.6(c) shall govern the execution of any such amendment.

6. PROFESSIONAL QUALIFICATIONS

WisDOT shall ensure that all historic preservation work carried out pursuant to the agreement is carried out by or under the supervision of a person or persons meeting at a minimum the *Secretary of the Interior's Professional Qualifications and Standards* in the field of architectural history, as published in 36 CFR Part 61.

7. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment as stated in CFR 800.6(c)(8). If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

8. SUNSET CLAUSE

This agreement shall be null and void if all terms are not carried out within five (5) years from the date of its execution, unless the signatories agree in writing to an extension for carrying out its terms as stated in CFR 800.6(c)(5). If this agreement expires, then Section 106 is reopened. Execution of this MOA by the CORPS and the Wisconsin SHPO, and implementation of its terms, evidences that the CORPS has complied with Section 106 of the project and its effects on historic properties and that the CORPS has taken into account the effects of the project on historic properties.

Memorandum of Agreement
WHS #12-345 / Corps# 123456
This Bridge Replacement, Thatville, Dane County

SIGNATORIES

UNITED STATES ARMY CORPS OF ENGINEERS

BY: _____
Chief, Technical Services Branch Regulatory Division

Date: _____

Memorandum of Agreement
WHS #12-345 / Corps# 123456
This Bridge Replacement, Thatville, Dane County

WISCONSIN STATE HISTORIC PRESERVATION OFFICER

BY: _____
State Historic Preservation Officer

Date: _____

Memorandum of Agreement
WHS #12-345 / Corps# 123456
This Bridge Replacement, Thatville, Dane County

INVITED SIGNATORIES

WISCONSIN DEPARTMENT OF TRANSPORTATION

BY: _____
WisDOT Historic Preservation Officer

Date: _____

Memorandum of Agreement
WHS #12-345 / Corps# 123456
This Bridge Replacement, Thatville, Dane County

DANE COUNTY HISTORICAL SOCIETY

BY: _____

Date: _____

Memorandum of Agreement
WHS #12-345 / Corps# 123456
This Bridge Replacement, Thatville, Dane County

DANE COUNTY

BY: _____

Date: _____

Memorandum of Agreement
WHS #12-345 / Corps# 123456
This Bridge Replacement, Thatville, Dane County

CONCURRING SIGNATORY

HISTORIC BRIDGE FOUNDATION

BY: _____

Date: _____

Appendix A. Requirements For Photographic Documentation

Photographic documentation of the This Bridge shall adequately and accurately represent the appearance and condition of the structure and be in accordance with the following requirements:

- A. A minimum of twenty-five (25) digital color photographs. Image subjects will include:
 - Elevations
 - Truss panels
 - Truss members and connections
 - Bridge deck
 - Substructure
 - Superstructure
 - Details of significant engineering features
 - Views upstream and downstream
 - Immediate setting
- B. Images will be taken with a 20 megapixel or greater digital SLR camera set to the device's maximum resolution (at least 2000 x 3000 pixel dimension).
- C. A photolog will be provided with the digital images. The log will include information about each image, including the name of the resource, description of the image, direction of the view, date it was taken, and the name of the photographer.
- D. Images will be saved in uncompressed JPEG and RAW formats and may not be digitally altered in any way.

Appendix B. Bridge Relocation Plan

- A. Within thirty (30) days of execution of the MOA, WisDOT shall implement an effort to identify an individual or party interested in acquiring and relocating the This Bridge. WisDOT's relocation effort shall include publishing a press release announcing the bridge's availability, placing an advertisement in the local newspaper, the *City Herald*, and preparing a Notice of Availability (NOA) for the Towns of Thisville and Thatville to post locally where they deem appropriate. The press release shall be distributed to the following groups, including all municipalities within 20 miles of the bridge:

[Complete list of entities here]

- B. The public shall be afforded thirty (30) days from the date of the press release to express interest and receive information allowing them to potentially develop a relocation proposal. Interested individuals and parties will be provided an information packet that includes the following:

- Information about the bridge's historic and engineering significance
- Photographs of the bridge
- Information on proposed bridge demolition methodologies and associated cost estimates as available.
- Information on past bridge maintenance efforts
- Sample acceptance and maintenance agreement
- Schedule for receiving and reviewing offers
- Construction schedule

- C. Interested individuals and parties shall have sixty (60) days from receipt of the information packet to submit a written proposal for acquiring the bridge, which must demonstrate the following:

- A feasible new location and use including maps or figures featuring details of the location
- A specific work plan for removal and relocation
- Ability to secure the necessary funding
- Ability to complete the requested removal operations by MM/DD/YYYY.
- Agreement to maintain the structure at its new relocation site and provide liability insurance as necessary

- D. All proposals for acquiring the bridge shall be reviewed by WisDOT within ten (10) days of the closure of the proposal period. Following this review, WisDOT will schedule a consultation and scoring meeting with the SHPO, to take place within thirty (30) days. WisDOT and SHPO will score the proposals and determine whether to enter into an acceptance agreement with a proposing party.

- E. After authorization of the acceptance agreement, the selected new owner shall coordinate with WisDOT to schedule demolition and relocation of the bridge.

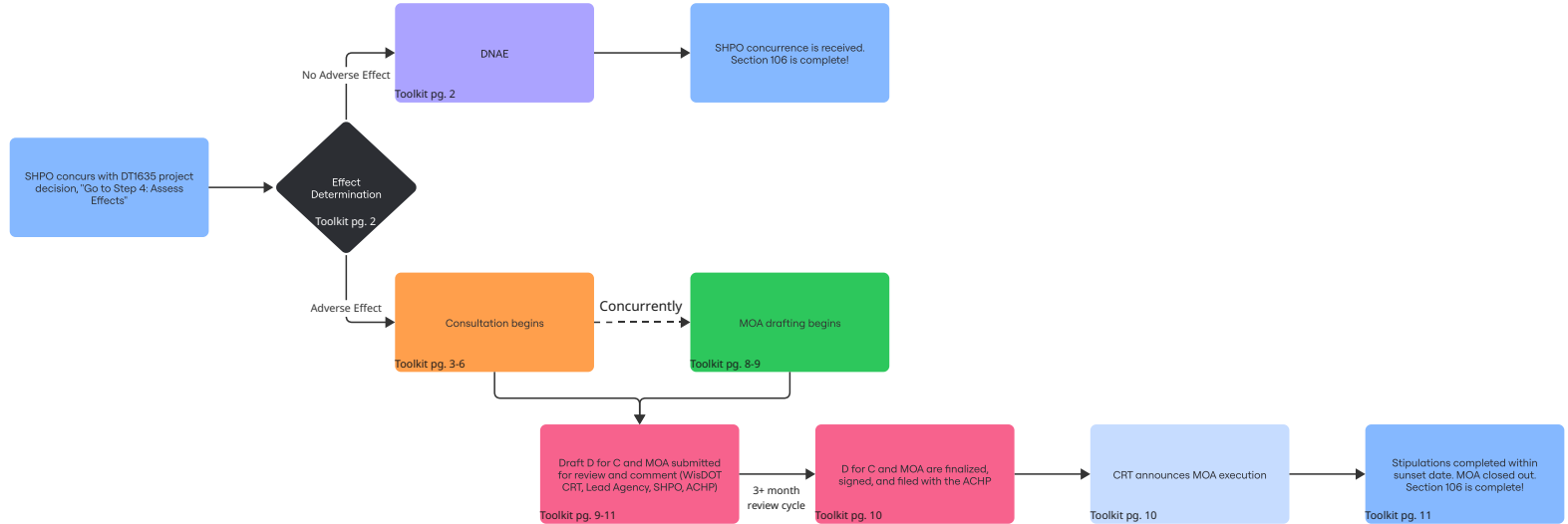
Appendix C. List of Consulting Parties to be Notified of Bridge Element Salvage Opportunity

The following individuals and organizations participated as Consulting Parties in the development of this Memorandum of Agreement. These parties will be notified by WisDOT of the potential to enter into an agreement to salvage elements of the This Bridge following demolition of the bridge.

- [Complete list of recipients here]

APPENDIX C. FLOWCHARTS

General Process



In-Depth Process

