MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL HIGHWAY ADMINSTRATION AND
THE INDIANA STATE HISTORIC PRESERVATION OFFICER
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36 C.F.R. 800
REGARDING THE GIBSON COUNTY BRIDGE NO. 68 PROJECT IN PATOKA
TOWNSHIP, GIBSON COUNTY, INDIANA

WHEREAS the Federal Highway Administration ("FHWA") proposes to fund the replacement of Gibson County Bridge No. 68 in Patoka Township, Gibson County, Indiana; and

WHEREAS the FHWA, in consultation with the Indiana State Historic Preservation Officer ("SHPO") has defined the area of potential effects, as the term defined in 36 C.F.R. Section 800.16 (d), to include County Road 350 East and all adjacent properties. The area of potential effect will begin at a location 450.0 feet (137.2 meters) south of the existing bridge and will extend to a location 500.0 feet (152.4 meters) north of the existing bridge; and

WHEREAS the FHWA, in consultation with the Indiana SHPO has found that Gibson County Bridge No. 68 which carries County Road 350 East over Houchins Ditch is located in Sections 26 & 27, Township 1 South, Range 10 West, in Patoka Township, near the town of Wheeling in north central Gibson County and is within the project's area of potential effects; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. Section 800.4, that Gibson County Bridge No. 68 is eligible for the National Register of Historic Places; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has determined pursuant to 36 C.F.R. Section 800.5 that the replacement of Gibson County Bridge No. 68 will have an adverse effect on Gibson County Bridge No. 68; and

WHEREAS the FHWA has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. 470F) and its implementing regulations (36 C.F.R. Part 800) to resolve the adverse effect on Gibson County Bridge No. 68; and

WHEREAS the FHWA, in consultation with the Indiana SHPO, has invited the Indiana Department of Transportation, and the Board of Commissioners of Gibson County ("Commissioners") to participate in the consultation and to become a signatory to this memorandum of agreement (MOA); and

NOW, THEREFORE, the FHWA and the Indiana SHPO agree that upon the submission of a copy of this executed memorandum of agreement, as well as the documentation specified in 36 C.F.R. Section 800.11 (e) and (f) to the Advisory Council

on Historic Preservation ("Council" pursuant to 36 C.F.R. Section 800.6 (b) (1) (iv)) and upon the FHWA's approval of the replacement of Gibson County Bridge No. 68 project, the FHWA shall ensure that the following stipulations are implemented in order to take into account the effect of the Gibson County Bridge No. 68 project on historic properties.

I. STIPULATIONS

FHWA shall ensure that the following stipulations are implemented:

1. MARKETING PLAN

A. The Commissioners shall publish a public notice that shall offer the bridge for relocation and reassembly. The offer will be made to the public through notices in the Indianapolis Star, a widely circulated Gibson County newspaper, and various e-mail solicitations to potential parties.

- The notices shall include the following types of information:
- location of the bridge, by road, section, range, township, and county
- request for any state or local government agency or responsible private entity who might be interested in moving and rehabilitating the historic bridge for preservation purposes
- the new owner must agree to maintain the bridge and features that gives it historic significance
- qualified recipients can be reimbursed for 80% of the cost incurred in such activities as relocation, site preparation, reassemble, rehabilitation work, preparation of engineering plans, and regulatory permits
- the new owner must assume all future legal and financial responsibility for the bridge
- whom to contact for additional information with address and telephone numbers
- deadline for submitting a written proposal and the address to send the proposal

B. The Commissioners will disassemble and store Gibson County Bridge No. 68 at a county owned facility until an eligible entity steps forward to accept the bridge or until December 31, 2015. During this time, the Commissioners shall provide notification that the bridge is available for purchase and re-assembly at another location through INDOT's webpage. If such solicitation does not produce any acceptable offers to relocate and rehabilitate the structure, it may be disposed of.

C. The methodology for disassembling Gibson County Bridge No. 68 will be submitted to the FHWA, INDOT, and Indiana SHPO for review prior to proceeding with the disassembly plan. The bridge will be moved in accordance with the approaches recommended in Moving Historic Buildings (John Obed Curtis. AASLH, published by the Preservation Assistance Division, National Park Service, U.S. Department of the Interior in 1979).

D. The Commissioners, INDOT, FHWA, and Indiana SHPO shall review and approve all written proposals. This submittal will include photographs of the proposed relocation site.

E. Eligible entities with approved proposals for relocating Gibson County Bridge No. 68 will perform archaeological investigations as needed, for the proposed relocation site. The archaeological investigation shall be conducted in consultation with the Indiana SHPO.

II. DISPUTE RESOLUTION

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

A. If the Indiana SHPO or any invited signatory to this memorandum of agreement should object in writing to the FHWA regarding any action carried out or proposed with respect to the Gibson County Bridge No. 68 project or implementation of this memorandum of agreement, then the FHWA shall consult with the objecting party to resolve this objection. If after such consultation the FHWA determines that the objection cannot be resolved through consultation, then the FHWA shall forward all documentation relevant to the objection to the Council, including the FHWA's proposed response to the objection. Within 45 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

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

   ii. Notify the FHWA that the objection will be referred for formal comment pursuant to 36 C.F.R. Section 800.7 (c), and proceed to refer the objection and comment. The FHWA shall take into account the Council's

comments in reaching a final decision regarding its response to the objection.

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

III. POST REVIEW DISCOVERY

In the event that one or more historic properties—other than Gibson County Bridge No. 68 are discovered or the unanticipated effects on historic properties are found during the implementation of this memorandum of agreement, the FHWA shall follow the procedures in 36 C.F.R. Section 800.13

IV. AMENDMENT

Any signatory to this memorandum of agreement may request that it be amended, whereupon the parties shall consult to consider the proposed amendment. Any such amendment shall be governed by 36 C.F.R. Section 800.6 (c) (7).

V. TERMINATION

A. If the terms of this memorandum of agreement have not been implemented by January 1, 2011, then this memorandum of agreement shall be considered null and void. In such an event, the FHWA shall so notify the parties of this memorandum of agreement and, if it chooses to continue with the Gibson County Bridge No. 68 project, then it shall reinitiate review of the Gibson County Bridge No. 68 project in accordance with 36 C.F.R. Sections 800.3 through 800.7.

B. Any signatory to the memorandum of agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FHWA shall comply with #6 C.F.R. Sections 800.3 through 800.7 with regard to the review of the Gibson County Bridge No. 68 project.

C. In the event that the FHWA does not carry out the terms of this memorandum of agreement, the FHWA shall comply with 36 C.F.R Sections 800.3 through 800.7 with regards to the review of the Gibson County Bridge No. 68 project.

The execution of this memorandum of agreement by the FHWA, INDOT, the Commissioners, and the Indiana SHPO, the submission of it to the Council with the appropriate documentation specified in 36 C.F.R. Section 800.11 (e) and (f), and the implementation of its terms are evidence that the FHWA has afforded the Council an opportunity to comment on the Gibson County Bridge No. 68 project and its effect on historic properties and that the FHWA has taken into account the effects on the Gibson County Bridge No. 68 project on historic properties.

SIGNATORIES:

FEDERAL HIGHWAY ADMINISTRATION

Signed by: for Date: June 1, 2006

Name/Title: Robert Tally, Jr., P.E., Division Administrator

INVITED SIGNATORIES:

INDIANA DEPARTMENT OF TRANSPORTATION

Signed by: _____ Date: 7/02/06

Name/Title: Thomas O. Sharp, Commissioner

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by: _____ Date: 6.5.06.

Name/Title: Jon C. Smith, Deputy Indiana State Historic Preservation Officer

GIBSON COUNTY BOARD OF COMMISSIONERS

Signed by: _____ Date: _____
Name/Title: Don Whitehead, Commissioner

_____ Date: _____
Name/Title: N. Sherrell Marginet, Commissioner

_____ Date: _____
Name/Title: Linda K. Hoover, Commissioner