

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. 7840-03-03
WHS# 21-1015
County G Bridge (B-10-0378) Replacement
City of Greenwood, Clark County

WHEREAS, the Federal Highway Administration (FHWA) has been requested to participate in the replacement of the County G Bridge (B-10-0378) in the city of Greenwood, Clark 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 (NHPA) of 1966, as amended, 54 U.S.C. § 300101 (Section 106); and

WHEREAS, the FHWA has established the project's Area of Potential Effect (APE), as defined in 36 CFR § 800.16(d), to be the County G Bridge and immediately adjacent properties within the project limits; and

WHEREAS, the FHWA, pursuant to 36 CFR § 800.4(c), has determined that the County G Bridge is eligible for inclusion in the National Register of Historic Places (NRHP); and

WHEREAS, the FHWA has determined that the project will have an adverse effect on the County G Bridge; and

WHEREAS, the FHWA has consulted with the Wisconsin State Historic Preservation Office (SHPO) in accordance with Section 106 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 Wisconsin Department of Transportation (WisDOT) participated in the consultation and concurs with this MOA and has been invited to sign; and

WHEREAS, the Clark County Highway Department participated in the consultation and has been invited to concur in this MOA; and

WHEREAS, the Clark County Economic Development Corporation participated in the consultation and has been invited to concur in this MOA; and

WHEREAS, the City of Greenwood 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 and has been invited to participate in consultation efforts; 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 Wisconsin § 157.70; 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. PHOTOGRAPHIC DOCUMENTATION OF THE COUNTY G BRIDGE

Within six (6) months of MOA execution and prior to commencement of bridge replacement activities, WisDOT or its agent will provide archival photographic documentation and the County G Bridge Determination of Eligibility (DOE) to the Clark County Historical Society (CCHS), Clark County Economic Development Corporation (CCEDC), Clark County Jail Museum (CCJM), City of Greenwood (COG) and the Branstiter Museum (BM). The documentation will include a maximum of six (6) digital photographs in JPG format depicting the bridge deck, elevations, setting, and significant features. Also included will be the DOE in PDF format.

WisDOT or its agent shall submit digital image files and the DOE to the CCHS, CCEDC, CCJM, COG and BM electronically.

2. GOOD FAITH EFFORT TO RELOCATE THE COUNTY G BRIDGE

WisDOT or its agent shall make a good faith effort to relocate the County G Bridge according to the plan outlined in Appendix A of this MOA. This effort will commence within twelve (12) months of MOA execution and prior to any construction activities. WisDOT shall provide funding, up to the cost of demolition, to assist with the relocation and restoration effort (see Appendix A, page 9). If the bridge is successfully relocated, Stipulation 5 of this MOA will be considered void.

3. WEBSITE CONTENT COMMEMORATING THE COUNTY G BRIDGE

WisDOT or its agent shall be responsible for funding all aspects of the design and production of website content regarding the County G bridge and interpreting the structure's historical and engineering significance. The content will consist of both written and visual elements, including current and obtainable historic photographs, and be intended for publishing on both the COG and CCEDC websites. Text and photographs will be delivered in a Word file in order to facilitate adaption for use on the COG and CCEDC websites.

- A. Within twelve (12) months of MOA execution, WisDOT or its agent will provide to WisDOT a draft of the web content to WisDOT Cultural Resource Team (WisDOT CRT) and SHPO for review and approval.
- B. Within thirty (30) days of receiving the draft web content, WisDOT CRT and the SHPO will provide written comments and suggested revisions to WisDOT or its agent.
- C. Within two (2) months of receiving comments from WisDOT CRT and the SHPO, WisDOT or its agent will finalize the County G web content and provide it to WisDOT CRT and SHPO for final review, for which each will have a concurrent thirty (30) days. Once approved by WisDOT CRT and SHPO, the final content will be provided to the COG and CCEDC for use on their respective websites.
- D. Within three (3) months of receipt by the COG and CCEDC, the final content shall be published on their respective websites, to be hosted for a period of at least five (5) years.

4. PREPARE INDOOR DISPLAY OF COUNTY G AND OTHER CLARK COUNTY/BLACK RIVER BRIDGES FOR BOTH THE CCJM AND BM

WisDOT or its agent will develop within twelve (12) months a three (3) or four (4) panel display that will acknowledge and briefly describe all historic-period, Clark County bridges that crossed the Black River. The display will be for interior use only. Each panel will be 13" by 19", employ a combination of horizontal and vertical orientations, include both black & white and/or color images as available and be mounted on foam core board in order to facilitate easy mounting on a wall, panel or other medium of the panel recipients' choice. WisDOT CRT and SHPO will have three (3) months to review the plan and offer suggestions. Upon receiving WisDOT CRT and SHPO suggestions, WisDOT or its agent will have six (6) months to develop and produce the display panels which will then be given to the CCJM and BM for mounting and display. It is understood that the panels will be available for public viewing for a period no less than five years.

5. IDENTIFY AND DONATE A STRUCTURAL MEMBER OF THE BRIDGE TO THE BM

Note that this stipulation applies only if Stipulation 2 fails. The BM has expressed an interest in being given and displaying a salvaged piece of the County G truss bridge structure. The selection of an appropriate bridge component will be coordinated by WisDOT and the BM. The piece must be selected no later than 75 days prior to the completion of the project's final design. If an element is identified that is feasible to salvage, WisDOT or its construction contractor will coordinate with the BM and move the selected structural piece to a location designated by the BM. Thereafter will the BM be responsible for maintaining and displaying the salvaged bridge component.

6. 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 Advisory Council on Historic Preservation (ACHP). The ACHP shall provide the FHWA with its advice on the resolution of the objection within thirty (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 thirty (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.

7. 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.

8. 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* in the field of architectural history, as published in 36 CFR Part 61.

9. 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.

10. 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

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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 County G bridge removal and its effects on historic properties and that the FHWA has taken into account the effects of the project on historic properties.

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FEDERAL HIGHWAY ADMINISTRATION

BY: _____ Date: _____

Bethany Bacher-Gresock, Environmental Protection Specialist, Wisconsin Division, FHWA

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WISCONSIN STATE HISTORIC PRESERVATION OFFICER

BY: _____ Date: _____

Daina Penkiunas, State Historic Preservation Officer

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WISCONSIN DEPARTMENT OF TRANSPORTATION

BY: _____ Date: _____

Barry Paye, WisDOT Historic Preservation Officer

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CLARK COUNTY HIGHWAY COMMISSIONER

BY: Brian Duell

Date: 9-28-2023

Brian Duell, Clark County Highway Commissioner

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CLARK COUNTY ECONOMIC DEVELOPMENT CORPORATION

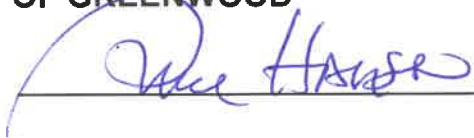
BY: Peter R Kay

Date: 09/25/2023

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CITY OF GREENWOOD

BY:

A handwritten signature in blue ink, appearing to read "Mike Hansen", is written over a horizontal line.

Date:

9-25-2023

APPENDIX A – BRIDGE RELOCATION PLAN

A. Within three (3) months of execution of the MOA, WisDOT shall implement an effort to identify an individual or party interested in acquiring and relocating the County G bridge. WisDOT's relocation effort shall include publishing a press release announcing the bridge's availability and placing an advertisement in the local newspapers the *Marshfield News Herald*, *The Milwaukee Journal Sentinel*, and *The Clark County Press*. WisDOT Media Relations will be provided an opportunity to review the press release prior to distribution. The press release shall be distributed to the following groups:

- Town of Eaton
- Town of Warner
- Clark County
- Clark County Historical Society
- Clark County History Buffs
- 1897 Clark County Jail Museum
- City of Greenwood Parks and Recreation Department

B. The public shall be afforded sixty (60) days from the date of the press release to express interest in accepting and relocating the bridge. Interested individuals and parties will be provided an information packet that includes the following:

- Information about the bridge's engineering significance
- Photographs of the bridge
- Estimated cost associated with relocating and maintaining the bridge
- Sample acceptance and maintenance agreement
- *Secretary of the Interior's Standards for Rehabilitation*
- WisDOT's schedule for receiving and reviewing offers
- Construction schedule

C. Interested individuals and parties shall have thirty (30) 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
- A specific work plan for dismantling, removal, and relocation
- Necessary funding
- Ability to meet WisDOT's construction schedule
- Agreement to maintain the structure at its new location

D. All proposals for acquiring the bridge shall be reviewed by the WisDOT CRT in consultation with SHPO within forty-five (45) days of receipt of the final proposal. Thereafter, SHPO shall have an additional thirty (30) days to offer comments.

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