

**Memorandum of Agreement
Among
The Federal Highway Administration,
The Kansas State Historic Preservation Officer,
The Missouri Historic Preservation Officer, and
The Advisory Council on Historic Preservation
Regarding the Amelia Earhart Memorial Bridge**

Whereas, the U.S. Department of Transportation, Federal Highway Administration (FHWA), is being requested to provide financial assistance to the Kansas Department of Transportation (KDOT) for the US-59 Bridge over the Missouri River between the City of Atchison in Atchison County, Kansas, and the City of Winthrop in Buchanan County, Missouri (also known as the Amelia Earhart Memorial Bridge), under KDOT Project No. 59-3 K-8238-01, Federal Aid Project No. NHS-K823(801) and NHS-K823(802); and

Whereas, the FHWA has determined that the preferred alternative for the proposed project, Alternative 4H Replacement, as described in the Final Environmental Impact Study, will have an adverse effect on historic properties, resulting in the demolition of the Amelia Earhart Memorial Bridge, an historic property eligible for inclusion in the National Register of Historic Places, and;

Whereas, the FHWA has determined that the preferred alternative for the proposed project will have no adverse effect upon the Trinity Episcopal Church, Atchison Railroad (Swing) Drawbridge, Bridge Tender's Office, Blish Mize & Silliman Hardware Company Building, and Wherrett-Mize Drug Company Building in Atchison, Kansas, and the Green Residence and Conner Cabins Cottage Court in Winthrop, Missouri, all historic properties listed on or determined eligible for inclusion in the National Register of Historic Places, and;

Whereas, the FHWA has consulted with the Kansas State Historic Preservation Office (KSSHPO) and the Missouri State Historic Preservation Office (MOSHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act [16 U.S.C. 470(f)]; and

Whereas, the MOSHPO has agreed that the KSSHPO will have jurisdiction with regard to the Amelia Earhart Bridge; and

Whereas, in accordance with 36 CFR §800.6(a)(1), the FHWA has notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination with specified documentation and the Council has chosen to participate in the consultation pursuant to 36 CFR §800.6(a)(1)(iii); and

Whereas, FHWA also has consulted with the National Trust for Historic Preservation (NTHP), the Atchison Preservation Alliance (APA), and the Kansas Preservation Alliance, Inc. (KPA), and has invited these parties to concur in this Agreement; and

Whereas, the consulting parties do not all agree with FHWA's selection of Alternative 4H Replacement as the preferred alternative, but have participated in consultation to resolve the adverse

effects of the alternative, should it be selected, to ensure that the mitigation measures developed meet the historic preservation needs of Kansas and the City of Atchison; and

Whereas, as the designated agent of FHWA, KDOT has notified Indian Tribes that may attach religious or cultural importance to affected properties in Atchison, and such tribes have raised no objection to the work proposed; and

Whereas, KDOT and the Missouri Department of Transportation (MODOT) have participated in the consultation and have been invited to be signatories in this Memorandum of Agreement; and

Now, therefore, FHWA, KDOT, the KSSHPO, the MOSHPO, and the Council agree that the undertaking shall be implemented in accordance with the following stipulations in consideration of the effect this undertaking will have on the historic property.

STIPULATIONS

FHWA will ensure that the following measures are carried out:

1. DOCUMENTATION OF THE AMELIA EARHART MEMORIAL BRIDGE

- a. Prior to authorizing demolition of the Amelia Earhart Memorial Bridge, KDOT will prepare three (3) copies of documentation of the bridge, including large format photographs, original bridge plans, and the Activity II and III historical reports.
- b. KDOT will conduct oral interviews with individuals who have personal knowledge of the history of the bridge, including its construction and opening. Interviewees will include Mr. Champ Faris who worked on the original construction of the bridge during the late 1930s, and Rod Dierking who was 10 years old when he rushed ahead of dignitaries on his bicycle at the bridge opening to be the first person across the bridge. The interviews will be documented using audio and/or video tape. Efforts will be made to encourage KTWU and Sunflower Journeys, or a similarly qualified entity, to conduct the interviews and professionally record them with an eye toward broadcasting the results.
- c. No later than July 1, 2008, KDOT will provide copies of documentation required in a and b above as donations to the collections of the Atchison County Historical Society Museum, the Atchison Public Library, the Kansas State Historical Society Library, the KSSHPO, and the MOSHPO for public use.
- d. All documentation has been or will be conducted and/or supervised by a person or persons meeting, at a minimum, the *Secretary of the Interior's Professional Qualifications Standards* (48 FR 44716, September 29, 1983) for the appropriate resource type.

2. HISTORIC PRESERVATION FUND

- a. KDOT will set aside \$500,000 in a fund to be administered by the Kansas SHPO, in consultation with the consulting parties, for preservation in the City of Atchison. Up to 10% of this fund may be utilized by the SHPOs office to administer the program.
- b. The express purpose of the fund is to foster and support the preservation, rehabilitation, restoration, and interpretation of historic resources within Atchison. Historic properties

within the APE of the Amelia Earhart Memorial Bridge project will receive priority for preservation funding. Funding is not limited to properties inside the project corridor; however, historic preservation projects outside of the APE must be transportation-related (e.g., historic trails, ferries, bridges, roads, railroads, hotels, gas stations, roadside-diners, etc.). Funding also could be provided for museum displays, to secure speakers on historic bridge rehabilitation, or for peer exchanges at historic preservation conferences.

- c. In accordance with standard state and federal funding and granting procedures and guidelines, the Kansas SHPO will implement the fund in conjunction with the APA and other interested parties. They will determine the application procedures, selection process, funding levels, schedule, and any other issues relating to the preservation fund.
- d. Funds will be transferred by KDOT to the historic preservation fund by October 1, 2008. Funding procedures will be established to make the fund available for project use within one year of receipt of monies from KDOT.

3. HISTORIC BRIDGE SPEAKER

- a. KDOT will fund expenses to bring an historic bridge preservation expert to speak at a Kansas Transportation Engineering Conference, held annually at Kansas State University, by 2011.

4. COMPLIANCE WITH HISTORIC BRIDGE ACT [23 U.S.C. §144 (o)]

- a. KDOT will make the Amelia Earhart Memorial Bridge available, either in its entirety or sections thereof, for removal with the understanding that the bridge will be reused at an offsite location.
- b. In the event that the bridge, or a section thereof, is reused, KDOT will offer funds to the party moving the bridge, or section thereof. If the main span is moved, \$200,000 (an amount equal to the demolition cost) will be available to said party. If a section of the bridge is moved, funds will be available in a prorated amount relative to the section being moved.

5. REVIEW OF PROJECT PLANS

- a. KDOT will submit project plans to the consulting parties at the same time as they are sent to the Kansas SHPO. These plans will include right-of-way and construction limits, contours, bridge design elements, etc. As usual, should any significant changes be made to the plans later in the design process, copies of the revised plans will be submitted to the SHPO for review.
- b. KDOT will invite the consulting parties to a B3 Committee meeting in which information on bridge type will be presented and input on aesthetic features will be gathered.

6. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, FHWA will make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties and follow the requirements of 36 CFR §800.13(b).

7. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FHWA will consult with such party to resolve the objection. If FHWA determines that such objection cannot be resolved, FHWA will:

- a. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the ACHP. The ACHP will provide 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, FHWA will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories, and concurring parties, and provide them with a copy of this written response. 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 time period, FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FHWA will prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written reports.
- c. FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not subject to the dispute remain unchanged.

At any time during implementation of the measures stipulated in this MOA, should an objection be raised by a member of the public, FHWA will take the objection into account and consult with the objecting party, the SHPO, and the ACHP to resolve the objection.

8. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment or addendum to the Agreement will be effective on the date a copy signed by all of the signatories.

9. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party will immediately consult with the other parties to attempt to develop an amendment per Stipulation 8, 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, FHWA must either (a) comply with the requirements of 36 CFR §800.3-300.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR §800.7. FHWA will notify the signatories as to the course of action it will pursue.

- 10.** If FHWA cannot carry out the terms of the Agreement, it will not take or sanction any action, make any irreversible commitment that would result in an adverse effect with respect to the National Register or eligible properties covered by the Agreement, or would foreclose the

Council's consideration of modifications or alternatives to the replacement that could avoid or mitigate the adverse effect until the commenting process has been completed.

DURATION

This agreement shall terminate when its terms are carried out or within 10 (ten) years from the date of its execution, whichever is later.

Execution of this Memorandum of Agreement by FHWA, KDOT, the KSSHPO, the MOSHPO, and the Council, and implementation of its terms evidence that FHWA has afforded the Council an opportunity to comment on the effects of project NHS-K823(801) and NHS-K823(802) on historic properties.

SIGNATORIES

Approved: Federal Highway Administration

By: *Rendall J. Meyer*
for J. Michael Bowen, Division Administrator

7/12/07
Date

SIGNATORIES

Approved: Kansas Historic Preservation Officer

By: 
Jennie A. Chinn, State Historic Preservation Officer

7-12-07
Date

SIGNATORIES

Approved: Missouri Historic Preservation Officer

By: _____
Mark Miles, State Historic Preservation Officer

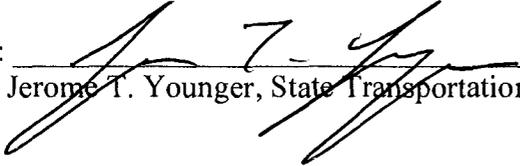
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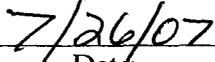
SIGNATORIES

Approved: Advisory Council on Historic Preservation

By: John M. Fowler
John M. Fowler, Executive Director

7/19/07
Date

By: 
Jerome T. Younger, State Transportation Engineer


Date

CONCURRING PARTIES

National Trust for Historic Preservation

By: _____
Paul W. Edmondson, Vice President & General Counsel

_____ Date

CONCURRING PARTIES

Kansas Preservation Alliance, Inc.

By: _____
Janine E. Joslin, Executive Director

Date

CONCURRING PARTIES

Atchison Preservation Alliance

By: _____
Joan E. Adam, Executive Director

Date