MEMORANDUM OF AGREEMENT

BETWEEN

THE FEDERAL HIGHWAY ADMINISTRATION AND

AND THE

UTAH STATE HISTORIC PRESERVATION OFFICER

REGARDING THE

UDOT PROJECT NUMBER: HPP-LC05(29); 200 EAST MINOR ARTERIAL; LOGAN, UTAH

WHEREAS, Logan City plans to use federal funds (FHWA) to make roadway improvements along the proposed 200 East Minor Arterial corridor in Logan City, Cache County, Utah (the undertaking); and

WHEREAS, the FHWA has determined that the undertaking will have an adverse effect on seven buildings determined eligible for the National Register of Historic Places in Logan and has consulted with the Utah State Historic Preservation Officer (SHPO) in accordance with 36 CFR Part 800.6(b)(1), regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C §470 et seq.); 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 not to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii);

WHEREAS, the Utah Department of Transportation (UDOT) has participated in the consultation and has been invited to sign this Memorandum of Agreement (MOA) as an invited signatory;

WHEREAS, the FHWA has contacted the Logan City Certified Local Government (CLG) regarding consultation on mitigation of adverse effects to historic properties and has invited them to be a consulting party pursuant to Stipulation VI(A)(1) and (2) in the First Amended Programmatic Agreement among the Federal Highway Administration, the Utah Department of Transportation, the Utah State Historic Preservation Officer, and the Advisory Council on Historic Preservation Regarding Section 106 Implementation for Federal-Aid Transportation Projects in the State of Utah (106 PA) (signed into effect April 16, 2010); and

WHEREAS, Logan City has requested to be a consulting party and has consulted with the FHWA regarding mitigation of adverse effects to historic properties under this undertaking, the FHWA has invited Logan City to sign this MOA as an invited signatory pursuant to 800.2(c)(3); and

WHEREAS, the Logan City CLG has requested to be a consulting party and has consulted with the FHWA regarding mitigation of adverse effects to historic properties under this undertaking, the FHWA has invited the Logan City CLG to sign this MOA as an invited signatory pursuant to 800.2(c)(3); and

NOW, THEREFORE, as signatories, the FHWA and the SHPO, and as invited signatories the UDOT, Logan City and the Logan City CLG agree that the undertaking shall be implemented in accordance with the following stipulations in this MOA to take into account the effect of the undertaking on historic properties.
STIPULATIONS

The FHWA shall ensure that the following measures are carried out:

I. DOCUMENTATION OF HISTORIC PROPERTIES TO BE ACQUIRED FOR THE SUBJECT PROJECT:

The UDOT shall record the following seven (7) properties according to the Utah State Historic Preservation Office Intensive Level Survey (ILS) Standards outlined in the SHPO Intensive Level Survey Standard Operation Procedures in advance of construction activity.

Documentation will include completed ILS Historic Site Forms, black and white photographs of the buildings, a sketch map of the property layout, aerial photograph maps indicating the location of the buildings, and U.S. Geological Survey topographic maps (scale: 1:24,000) indicating the location of the buildings.

1. 228 S. 200 E.
2. 234 S. 200 E.
3. 240 S. 200 E.
4. 254 S. 200 E.
5. 264 S. 200 E.
6. 280 S. 200 E.
7. 298 S. 200 E.

II. CONTINUE LOGAN CITY’S RECONNAISSANCE-LEVEL SURVEY EFFORTS FOR HISTORIC BUILDINGS

The FHWA will enter into a Cooperative Agreement with Logan City to provide Logan City with $10,000 to conduct historic resource surveys of the city’s historic neighborhoods. The Cooperative Agreement will outline the stipulations for providing and utilizing the funds. Logan City will be required to perform a historic resource survey of historic buildings in consultation with the UDOT Architectural Historian, the Utah SHPO, and Logan City. Logan City will undertake the reconnaissance-level survey according to SHPO Standard Operating Procedures for Reconnaissance Level Surveys, or complete intensive-level survey forms according to SHPO Intensive-Level Surveys Standard Operating Procedures.

III. SUBMISSION OF DOCUMENTATION

The UDOT will submit ILS forms for the buildings listed in Stipulation I, Part A (see also Table 1) to the SHPO. Logan City will submit to the UDOT the reconnaissance level survey required in Stipulation I, Part B and the UDOT will submit the final draft of said documentation to the SHPO. Should any other signatories be interested in a copy of the documentation, Logan City will supply them with a copy.

IV. PERSONNEL QUALIFICATIONS

For the documentation of the properties association with Stipulation I, Part A, the FHWA will ensure that all historic property identification and recordation carried out pursuant to this
agreement is completed by a person or persons meeting or exceeding the Secretary of the Interior’s Professional Qualification Standards (published in 48 FR 44738–44739; see also 36 CFR 61 Appendix A) as indicated in the 106 PA.

For the completion of the updated survey described in Stipulation I, Part B, Logan will hire a consultant(s) that meets the requirements of Section A(3) of the Standard Operating Procedures for Reconnaissance Level Surveys.

V. DURATION

This MOA will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the FHWA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IX below.

VI. NAGPRA

In the event that human remains are encountered at any of these sites, the FHWA/UDOT will comply with the federal Native American Grave Protection and Repatriation Act of 1990 and/or the state Native American Grave Protection and Repatriation Act of 1992 as it applies.

VII. DISCOVERY

The FHWA will manage unanticipated post-review discoveries of cultural resources in accordance with Stipulation XI, Part B in the 106 PA.

VIII. DISPUTE RESOLUTION

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the FHWA will consult with the objecting parties to resolve the objection. If the FHWA determines, within 30 days, that the objection(s) cannot be resolved, the FHWA will:

A. Forward all documentation relevant to the dispute, including the FHWA’s proposed resolution, to the Council. The Council 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 will prepare a written response that takes into account any timely advice or comments regarding the dispute from the Council, signatories and concurring parties, and provide them with a copy of this written response. The FHWA will then proceed according to its final decision.

B. If the Council does not provide its advice regarding the dispute within the 30-day time period, the FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FHWA shall 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 Council with a copy of such written response.

C. The FHWA’s responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged. The FHWA will notify all parties of its decision in writing before implementing that portion of the undertaking
subject to dispute under this stipulation. The FHWA’s decision will be final.

Further, at any time during implementation of the measures stipulated in this agreement should an objection to any such measure be raised by a member of the public, the FHWA shall take the objections into account and consult as needed with the objecting party, the USHPO, or the Council to resolve the objection.

IX. AMENDMENTS

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

X. 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 parties to attempt to develop an amendment per Stipulation IX, above. If within 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, the FHWA 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. The FHWA will notify the signatories as to the course of action it will pursue.

Execution of this MOA by the FHWA, the SHPO, the UDOT, Logan City, and the Logan City CLG and implementation of its terms evidences that the FHWA has taken into account the effects of this undertaking on historic properties and afforded the Council and the SHPO an opportunity to comment.
SIGNATORIES:

FEDERAL HIGHWAY ADMINISTRATION

[Signature]
Mr. James Christian
FHWA Division Administrator

9/21/2011

Date

UTAH STATE HISTORIC PRESERVATION OFFICER

[Signature]
Mr. Wilson Martin
Utah State Historic Preservation Officer

9/14/2011

Date

INVITED SIGNATORIES:

UTAH DEPARTMENT OF TRANSPORTATION

[Signature]
Mr. Kris Peterson
Region One Director

9-12-11

Date

LOGAN CITY

[Signature]
Mr. Randy Watts
Logan City Mayor

8-31-11

Date

LOGAN CITY CERTIFIED LOCAL GOVERNMENT

[Signature]
Mr. Thomas Graham, Chairperson
Logan City Certified Local Government

8-31-11

Date