

Memorandum of Agreement
Cobban Bridge Replacement
SHPO #16-0763
Corps # 2019-00540-WMS

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)

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 Cobban Bridge, a project of the Wisconsin Department of Transportation (WisDOT) in conjunction with Chippewa County, located in the unincorporated community of Cobban, Town of Arthur, Chippewa 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 Cobban 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 Cobban 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 Cobban Bridge is eligible for inclusion in the National Register of Historic Places; and

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WHEREAS, the CORPS has determined that there are no other properties other than the Cobban 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 Cobban Bridge will have an adverse effect on the Cobban Bridge; and

WHEREAS, the CORPS has consulted with the SHPO to resolve the adverse effect of the replacement on the Cobban 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 Chippewa County Historical Society (CCHS) 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, Chippewa 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 Cobban Bridge:

The Cobban 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

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<http://www.loc.gov/pictures/collection/hh/item/wi0194/>.

The following stipulation is intended to make photographic documentation of the bridge more accessible to the residents of Chippewa 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 Cobban 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 a CD or DVD of the image files and a photograph log to the SHPO, as well as one CD or DVD of the image files to the CCHS; 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 Cobban Bridge

In order to facilitate the efforts of any parties or organizations interested in relocating all or a portion of the existing Cobban 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 Cobban 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 and if after construction of the new bridge WisDOT in consultation with the COUNTY determines that cost savings were realized by relocation of the bridge or a portion of the structure, WisDOT shall reimburse an amount equivalent to the cost savings 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. It is possible that no cost savings to the project will be realized.
- C. While demolition methods are the responsibility of the demolition contractor, following relocation and/or demolition of the existing Cobban 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 Cobban 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,

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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 Chippewa 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 Cobban 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 Chippewa River can be viewed a short distance to the northeast.

In consultation with WisDOT and the WHS, the CCHS 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 CCHS 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 CCHS 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

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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.

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SIGNATORIES

UNITED STATES ARMY CORPS OF ENGINEERS

By:  _____ Date: August 6, 2020

Desiree Morningstar
Chief, Technical Services Branch
Regulatory Division

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WISCONSIN STATE HISTORIC PRESERVATION OFFICER

By:  Date: 5/12/2020
State Historic Preservation Officer

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INVITED SIGNATORIES

WISCONSIN DEPARTMENT OF TRANSPORTATION

DocuSigned by:
Scott J. Lawry
By: _____ Date: 28 April 2020
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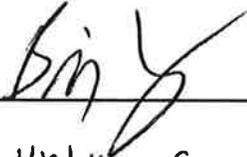
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CHIPPEWA COUNTY HISTORICAL SOCIETY

By:  FRANK SMOST Date: 4/2/20

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CHIPPEWA COUNTY

By:  Date: 4-16-2020
Highway Commissioner

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On this day of March, 2020, the undersigned
representatives of the Historic Bridge Foundation
and the United States Army Corps of Engineers
have entered into this Memorandum of Agreement
for the replacement of the Cobban Bridge.

CONCURRING SIGNATORY

HISTORIC BRIDGE FOUNDATION

By: 

Date: 3/24/20

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APPENDIX A – REQUIREMENTS FOR PHOTOGRAPHIC DOCUMENTATION

Photographic documentation of the Cobban 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. A closed/finalized CD or DVD containing all images shall accompany the prints. 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 Cobban Bridge. WisDOT's relocation effort shall include publishing a press release announcing the bridge's availability, placing an advertisement in the local newspaper, the *Chippewa Herald*, and preparing a Notice of Availability (NOA) for the Towns of Arthur and Eagle Point 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:

- Chippewa County
- Rusk County
- Taylor County
- City of Bloomer
- City of Chippewa Falls
- City of Cornell
- City of Ladysmith
- City of Stanley
- Village of Boyd
- Village of Cadott
- Village of Conrath
- Village of Gilman
- Village of Lake Hallie
- Village of New Auburn
- Village of Sheldon
- Town of Anson
- Town of Arthur
- Town of Auburn
- Town of Aurora
- Town of Big Bend
- Town of Birch Creek
- Town of Bloomer
- Town of Cleveland
- Town of Chetek
- Town of Colburn
- Town of Cooks Valley
- Town of Delmar
- Town of Dovre
- Town of Eagle Point
- Town of Edson
- Town of Estella
- Town of Ford
- Town of Goetz
- Town of Grant
- Town of Grow
- Town of Hallie
- Town of Howard
- Town of Lafayette
- Town of Lake Holcombe
- Town of Ludington
- Town of Marshall
- Town of McKinley
- Town of Pershing
- Town of Roosevelt
- Town of Ruby
- Town of Rusk
- Town of Sampson
- Town of Seymour
- Town of Sigel
- Town of Stubbs
- Town of Taft
- Town of Thornapple
- Town of Thorp
- Town of Tilden
- Town of Washington
- Town of Wheaton
- Town of Willard
- Town of Wilson
- Town of Worden
- Town of Woodmohr
- Chippewa County Historical Society
- Cobban Bridge Preservation, Inc.

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

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- 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 July 1, 2021.
 - 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.

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APPENDIX C – LIST OF CONSULTING PARTIES TO BE NOTIFIED OF BRIDGE ELEMENT SALVAGE OPPORTUNITY

A. 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 Cobban Bridge following demolition of the bridge.

- Erica Bertrand, Town of Arthur
- Chris Elstran, Chippewa County
- Dennis Ferstenou, Town of Eagle Point Chair
- Lawrence Frazer, Eagle Point Supervisor
- Keith Glasshof, Landowner near Bridge
- Jeannie Hanley, Cobban Bridge Preservation, Inc
- Kitty Henderson, Historic Bridge Foundation
- Steve Hogseth, Consulting Party
- Don Loew, DRLDD
- Chuck Nagle, Cobban Bridge Preservation, Inc
- Steven and Lynne Milward, Landowner near Bridge
- Marilyn Murphy, Landowner near Bridge
- Joe Palzkill, Consulting Party
- JoAnn Parks, Town of Arthur
- Jim Schuh, Chippewa County Historical Society
- Randy Woodruff, Eagle Point Supervisor