



COMMONWEALTH OF KENTUCKY
TRANSPORTATION CABINET
transportation.ky.gov

Andy Beshear
GOVERNOR

Jim Gray
SECRETARY

August 24, 2021

Mr. John Ballantyne
Environment, Planning and System Performance – Team Leader
Federal Highway Administration
John C. Watts Federal Building
330 West Broadway
Frankfort, KY 40601

SUBJECT: Memorandum of Agreement
Cairo Ohio River Bridge Replacement over the Ohio River
Ballard County, Kentucky
KYTC Item No. 1-1140

Dear Mr. Ballantyne,

Enclosed with this letter is one copy of the Memorandum of Agreement for the proposed replacement of the Cairo Ohio River Bridge in Ballard County. The Cairo Ohio River Bridge has been determined to be eligible for inclusion in the National Register of Historic Places (National Register). However, the FHWA, in consultation with the SHPO, has determined that the adverse effects of the roadway project cannot be avoided. This MOA outlines the stipulations that shall be implemented to mitigate adverse effects to the historic property.

We respectfully request your agency approval of the MOA. If you have any questions regarding this request, please contact myself or Connor Ouellette for assistance at (859) 967-8221 or connor.ouellette@ky.gov

Sincerely,

Danny Peake

Danny Peake, Director
KYTC Division of Environmental Analysis

cc: Stephanie Lechert (DEA),
Brad Whybark (District 1),
Connor Ouellette (DEA),
Dan Davis (DEA);
Project File

**KENTUCKY TRANSPORTATION CABINET
MEMORANDUM OF AGREEMENT
PURSUANT TO 36 CFR PART 800.6
Cairo Ohio River Bridge Replacement over the Ohio River
Ballard County, Kentucky
Kentucky Transportation Cabinet Item No. 1-1140**

Signatories

Federal Highway Administration - Kentucky Division
John C. Watts Federal Building
330 W. Broadway
Frankfort, KY 40601

Kentucky State Historic Preservation Officer
410 High Street
Frankfort, Kentucky 40601

Invited Signatories

Kentucky Transportation Cabinet
200 Mero Street
Frankfort, Kentucky 40622

WHEREAS, the Federal Highway Administration (FHWA) has determined that the Cairo Ohio River Bridge replacement over the Ohio River will have an adverse effect on the Cairo Ohio River Bridge, a property determined to be eligible for inclusion in the National Register of Historic Places (National Register); and

WHEREAS, the FHWA has consulted with the Kentucky State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. 306108), and notified the Advisory Council on Historic Preservation (Council) of the adverse effect finding pursuant to 36 CFR § 800.6(a)(1); and

WHEREAS, the FHWA, in consultation with the SHPO, has determined that the Undertaking's adverse effects cannot be avoided, and that implementation of the stipulations herein will mitigate the Undertaking's adverse effects on the historic property; and

WHEREAS, the Kentucky Transportation Cabinet (KYTC) has participated in the consultation and has been invited to concur in the MOA;

NOW, THEREFORE, the FHWA and the SHPO agree that if the Undertaking proceeds, the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the Undertaking on historic properties, and further agree that these stipulations shall govern the Undertaking and all of its parts until this MOA expires or is terminated or all stipulations have been implemented.

STIPULATIONS:

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

I. Measures to Avoid, Minimize, or Mitigate Adverse Effects**A. Marketing**

(1) In consultation with the SHPO, the KYTC shall prepare a marketing plan for the Project which shall include the following elements:

(i) A Marketing Brochure providing information about the bridge, including but not limited to:

- a. Photographs of the bridge
- b. A bridge location map
- c. Summary of the bridge's historic significance
- d. Information on any costs to the recipient;
- e. Information on any funds available to assist the recipient;
- f. Notification that the recipient will be required to maintain the bridge or

rehabilitate it as needed in accordance with the recommended approaches in The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (US Department of Interior, National Park Service, 1983);
and

(ii) A distribution list of potential recipients;

(iii) An advertising plan and schedule. The Project shall be advertised in at least one statewide newspaper and one local newspaper;

(iv) A schedule for receiving and reviewing offers

(2) Upon the SHPO's agreement with the marketing plan, the KYTC shall implement the plan.

(3) The KYTC and SHPO shall review all responses to the marketing plan. If the SHPO and KYTC determine that an acceptable proposal has been received, the KYTC shall accept the offer.

(4) The selected recipient must agree to accept delivery of the bridge within a period of time to be established by the KYTC and SHPO at the time of selection in order for the offer to remain valid. Any delays in acceptance of the bridge must be approved in advance by the KYTC and SHPO.

(5) If there are no responses to the marketing announcement or if no party acceptable to the SHPO and KYTC responds to the marketing announcement within the allotted time period, the SHPO and KYTC will consult and determine if further mitigation measures such as salvaging it for parts or items of architectural significance should be considered. If the SHPO and KYTC determine no further mitigation measures are warranted, then the bridge may be demolished.

B. Alternative Mitigation

(1) Provide up to \$150,000 to aid in the rehabilitation of a historic bridge to be selected at a later date via discussion between KYTC, FHWA, the SHPO, and identified Consulting Parties. Note that this dollar amount shall be reduced by the amount necessary to complete Stipulation C, Item 1, Sections (i-iv), below.

C. Documentation

KYTC will retain a consultant to complete State Level Documentation of the Cairo Ohio River Bridge as follows:

- (1) The Cairo Bridge will be documented as follows by an SOI-qualified Architectural Historian or Historian (Preservation Professional). One bound copy of the entire State Level Documentation package will be submitted to the SHPO for review and, upon acceptance, an additional bound copy of the entire package shall be provided to a local agency, archive, university, or preservation organization. Please note that the SHPO will not be responsible for delivering this additional copy to the local repository. In addition, a digital version of the State Level Documentation package will be made available online on a web page hosted by KYTC. The State Level Documentation package shall include the following required components:
- (i.) **A Kentucky Historic Resources Individual Survey Form (KHC survey form)** or a Group Survey Form (KHC group form) shall be completed or updated as applicable. To avoid duplicate numbering and for guidance on which KHC survey form is appropriate, the KHC Survey Coordinator should be contacted in advance. The completed KHC survey form should be included with but separate from the main documentation package, printed in color, and stapled in the top left corner.
 - (ii.) **A Historic context**, providing a synthesis of archival research and current information, shall be written for inclusion in the documentation package as well as the "Historical Information" section of the KHC survey form. Archival research, thorough but less intensive than a stand-alone historic context, shall be conducted to gather specific information about the history and significance of the bridge as well as the history of the area or adjacent neighborhoods. This context shall include general location maps as well as site-specific exhibits illustrating the bridge and surrounding structures, as appropriate.
 - (iii.) **Digital photographs** showing all exterior elevations as well as close-ups of significant, character-defining features (i.e. portal views, barrel shots, interior web, upper and lower chord connections, hanger and floor beams, abutments, piers, etc.), surrounding environmental setting, views from each approach, and other significant, character-defining details. Acceptable image resolution shall be no less than 6 megapixels (2000 x 3000 pixel image) or greater, with images in Tag Image File (TIFF) or RAW format. Digital images should be included on a smart drive and an archive-quality DVD-R submitted with the documentation package. A selection of photographs shall be printed on archival quality, acid-free paper at a minimum size of 5" x 7" (maximum size of 8" x 10"). Images should be presented in the documentation package in archival sleeves. Using an archival photo labeling pen, each image shall be labeled as appropriate with resource names and address(es), KHC survey number, direction of view, dimensions, name(s) of the field worker and drawing preparer, the preparer's organization, date of the drawing, scale bar, north arrow for plans, and construction detail notes.
 - (iv.) **Original Construction Plans**, along with any illustrations of architectural details or any other field plans or records maintained for the bridge, shall be provided in .pdf and hard copy formats. If existing drawings/plans are not available, they shall be prepared by the Preservation Professional in an acceptable format (hand drawn, 3-dimensional laser scanning or photogrammetry, or Computer Aided Design) at a preferred scale of ¼" per 1'-0", though larger structures may be drawn at smaller scales. The drawings label construction details, alterations, and additions. If applicable, drawings of bridge details shall be created at a scale of ½" per 1'-0". Each drawing/image file shall be labeled as described above and shall be accompanied by a written description of the bridge as well as an explanation of construction details. Hand drawings shall be in pencil on archival-quality, acid-free vellum. For formats such as 3-dimensional laser scanning/photogrammetry or Computer-Aided Design/CAD, native digital plans shall be presented in .pdf format along with a hard copy set of plans, and all original data files shall be included on the smart drive and archival quality DVD-R.

- (2) The bridge plates on the Cairo Bridge will be removed from the bridge and placed with a local entity, to be determined, for display. In addition, the plates will be scanned and the resulting 3D imagery will be available online on a web page hosted by KYTC along with the digital version of the State Level Documentation package.
- (3) *In the event that no acceptable bridge can be identified under B above within two years of the execution of this MOA*, information obtained from the State Level Documentation, above, and with the use of the original 2D as-built plans, the following shall be substituted for the suggested alternative mitigation, at a comparable cost. The SHPO shall be advised and consulted during the process, and the completed documentation for the bridge will be submitted to the SHPO for review and acceptance.
- (i.) **Virtual 3D Model using a combination of images captured via LiDAR and photogrammetry** and scans of the original as-built plans, a virtual 3D model of the Cairo bridge will be developed with embedded links to plan sections or photographs showing details of specific areas or elements of the bridge.
 - (ii.) **StoryMaps** will be developed that will incorporate the historic context for the bridge, the 3D model in (v.), above, and GIS data and satellite imagery of the bridge and surrounding areas. The virtual 3D model and the StoryMaps will be linked on the KYTC DEA web page and accessible to the public.

III. Professional Qualifications

All historic preservation work undertaken and completed pursuant to this MOA will be accomplished by or under the direct supervision of a preservation professional meeting the qualifications set forth in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation. KYTC, through consultation with the SHPO, shall assure that the preservation professional selected to complete the work has been approved for such work by the SHPO.

IV. Resolution of Disagreements

Should the SHPO object within 30 days to any plans, specifications, and reports or other actions submitted or undertaken pursuant to this Memorandum of Agreement, the FHWA shall consult with the SHPO to resolve the objection. If the FHWA determines that the objection cannot be resolved, the FHWA shall request the further comments of the Advisory Council pursuant to 36 CFR 800.6(b). Any Advisory Council comment provided in response to such a request will be taken into account by the FHWA in accordance with 36 CFR 800.6(c)(2) with reference only to the subject of the dispute; all actions under this Memorandum of Agreement that are not the subjects of the dispute will remain unchanged.

V. Duration

This MOA shall remain in effect for 5 years following its execution. If the Undertaking has not been completed and the terms of this MOA implemented within this time, the term shall be extended an additional year then, and each anniversary date thereafter, unless a signatory objects. Parties to the MOA have the right to terminate or cancel this Agreement at any time upon thirty (30) days written notice to the other parties.

EXECUTION of this MOA by the FHWA and the SHPO, its transmittal to the Council in accordance with 36 CFR §800.6(b)(1)(iv), and subsequent implementation of its terms, shall evidence, pursuant to 36 CFR §800.6(c), that this MOA is an agreement with the Council for purposes of Section 110(1) of the National Historic Preservation Act of 1966 (54 U.S.C. 306101), and shall further evidence that the FHWA has afforded the Council an opportunity to comment on the Undertaking and its effects on historic properties, and that the FHWA has taken into account the effects of the Undertaking on historic properties.

SIGNATORIES:

Federal Highway Administration

By: _____ Date: _____
John D. Ballantyne, Program Delivery Team Leader

Kentucky State Historic Preservation Officer

By:  _____ Date: 8-23-21
Craig Potts, State Historic Preservation Officer

INVITED SIGNATORY:
Kentucky Transportation Cabinet

By:  _____ Date: 8/4/2021
James P. Gray II, Secretary
Kentucky Transportation Cabinet

APPROVED AS TO FORM AND LEGALITY, KENTUCKY TRANSPORTATION CABINET

By:  _____ Date: 8/2/2021
Will Fogle
Executive Director/General Counsel
KYTC, Office of Legal Services

Memorandum of Agreement
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Ballard County
KYTC Item No. 1-1140

APPROVED FOR THE
ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____

Date: _____

Memorandum of Agreement
Cairo Ohio River Bridge Replacement over the Ohio River
Ballard County
KYTC Item No. 1-1140

In accordance with 36 CFR § 800.6(c)(3), as a Consulting Party for the subject project, I have been invited to concur in the Memorandum of Agreement to resolve the adverse effects to historic properties and endorse the terms as stipulated therein.

CONCURRING PARTIES:

William H. Adams
Deputy Commissioner, Kentucky Department of Parks

Date

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Cairo Ohio River Bridge Replacement over the Ohio River
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In accordance with 36 CFR § 800.6(c)(3), as a Consulting Party for the subject project, I have been invited to concur in the Memorandum of Agreement to resolve the adverse effects to historic properties and endorse the terms as stipulated therein.

CONCURRING PARTIES:

Todd Cooper

Date

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In accordance with 36 CFR § 800.6(c)(3), as a Consulting Party for the subject project, I have been invited to concur in the Memorandum of Agreement to resolve the adverse effects to historic properties and endorse the terms as stipulated therein.

CONCURRING PARTIES:

Carla Hildebrand

Date

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CONCURRING PARTIES:

Nathan Holth

Date

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In accordance with 36 CFR § 800.6(c)(3), as a Consulting Party for the subject project, I have been invited to concur in the Memorandum of Agreement to resolve the adverse effects to historic properties and endorse the terms as stipulated therein.

CONCURRING PARTIES:

Diane Hunter

Date

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In accordance with 36 CFR § 800.6(c)(3), as a Consulting Party for the subject project, I have been invited to concur in the Memorandum of Agreement to resolve the adverse effects to historic properties and endorse the terms as stipulated therein.

CONCURRING PARTIES:

Becky Martin

Date

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In accordance with 36 CFR § 800.6(c)(3), as a Consulting Party for the subject project, I have been invited to concur in the Memorandum of Agreement to resolve the adverse effects to historic properties and endorse the terms as stipulated therein.

CONCURRING PARTIES:

David Phillips

Date

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In accordance with 36 CFR § 800.6(c)(3), as a Consulting Party for the subject project, I have been invited to concur in the Memorandum of Agreement to resolve the adverse effects to historic properties and endorse the terms as stipulated therein.

CONCURRING PARTIES:

Thomas Simpson

Date

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In accordance with 36 CFR § 800.6(c)(3), as a Consulting Party for the subject project, I have been invited to concur in the Memorandum of Agreement to resolve the adverse effects to historic properties and endorse the terms as stipulated therein.

CONCURRING PARTIES:

Allen Tappan

Date

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In accordance with 36 CFR § 800.6(c)(3), as a Consulting Party for the subject project, I have been invited to concur in the Memorandum of Agreement to resolve the adverse effects to historic properties and endorse the terms as stipulated therein.

CONCURRING PARTIES:

Chalen Tatum

Date