

**MEMORANDUM OF AGREEMENT  
BY AND AMONG  
THE FEDERAL HIGHWAY ADMINISTRATION,  
THE WEST VIRGINIA STATE HISTORIC PRESERVATION OFFICER  
AND THE WEST VIRGINIA DIVISION OF HIGHWAYS**

**REGARDING IMPLEMENTATION OF THE CAIRO BRIDGE PROJECT  
STATE PROJECT #S343-31-9.82  
FEDERAL PROJECT #STP-0031(037)D  
RITCHIE COUNTY, WEST VIRGINIA  
APRIL 2017**

**WHEREAS**, the Federal Highway Administration (FHWA), in cooperation with the West Virginia Division of Highways (WVDOH), proposes to replace the Cairo Bridge, which spans the North Fork Hughes River in Ritchie County, West Virginia, hereinafter referred to as the Project. The improvements involve the construction of a new bridge on its current location while detouring traffic on a temporary bridge upstream; and

**WHEREAS**, the FHWA has determined that the Project will have an adverse effect upon the Cairo Historic District and the Cairo Bridge, properties on or eligible for the National Register of Historic Places (NRHP); and

**WHEREAS**, the FHWA has consulted with the West Virginia State Historic Preservation Officer (WVSHPO) pursuant to 36 CFR Part 800 Implementing Section 106 of the National Historic Preservation Act; (16 U.S.C., 470f); and

**WHEREAS**, the FHWA has determined that the Project will not affect archaeological properties; and

**WHEREAS**, The WVDOH has contacted the Preservation Alliance of West Virginia, Ritchie County Historical Society, Ritchie County Historical Museum Association, and the Ritchie County Historic Landmarks Commission regarding the project. The Ritchie County Historic Landmark Commission responded in support of the project.

**WHEREAS**, in accordance with 36 CFR 800.6 (a) (1), the FHWA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination providing the specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR 800.6 (a) (1) (iii);

**NOW, THEREFORE**, the FHWA, the WVSHPO, and the WVDOH agree that the undertaking will be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

## STIPULATIONS

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

### **Cairo Bridge Project**

- I. The Cairo Bridge will be documented in its present historic setting. The documentation package will include 5" x 7" black and white digital prints in accordance with the National Register of Historic Places and National Historic Landmarks Survey Photo Policy Expansion of January 2009.
- II. A brief history of the structure will be included along with fully completed West Virginia Historic Property Inventory forms and copies of any available plan sheets and drawings of the bridge from the WVDOH bridge files.
- III. The WVDOH will provide a sum of \$10,000 to the Ritchie County Historic Landmarks Commission who has requested interpretive signs, ornamental railing from the old bridge and preservation work to the Veterans Memorial in Town Square. Funding will be provided once all projects have been identified. Any work completed on historic buildings must comply with the Secretary of Interior's Standards for the Treatment of Historic Properties and must be submitted for review by the WWSHPO prior to commencement of work. Any interpretive material, such as signs and brochures, will be submitted to the WVDOH for review and approval by the WWSHPO and the WVDOH. The Ritchie County Historic Landmarks Commission will provide status reports summarizing progress and financial information in writing or via email to the WVDOH every six (6) months.
- IV. 500 color brochures of the Cairo Bridge will be developed by the WVDOH and distributed to the Town of Cairo and the Ritchie County Historic Landmarks Commission. The WWSHPO will be given the opportunity to review all educational materials developed for this stipulation. A CD containing the brochure will also be given to the Town and Landmarks Commission to print brochures when the original total has been exhausted.
- V. The Cairo Bridge will be documented on the West Virginia historic bridge website: Highways Through History (<http://www.highwaysthroughhistory.com>).

### **VI. Duration**

This MOA will expire if its stipulations are not carried out within five (5) years from the date of its execution. At such time, and prior to work continuing on the undertaking, the FHWA shall 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. Prior to such time, FHWA may consult with other signatories to reconsider the terms of the MOA

and amend it in accordance with Stipulation X below. FHWA shall notify the signatories as to the course of action it will pursue.

#### **VII. Post-Review Discoveries**

If any unanticipated discoveries of historic properties or archaeological sites, including human burial sites and/or skeletal remains, are encountered during the implementation of this undertaking, work shall be suspended in the area of the discovery until the WVDOH has developed and implemented an appropriate treatment plan in consultation with the WVSHPO pursuant to 36 CFR 800.13 (b).

#### **VIII. Monitoring and Reporting**

Each year following the execution of this MOA until it expires or is terminated, FHWA shall provide all parties to this MOA a summary report detailing work carried out pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in FHWA's efforts to carry out the terms of this MOA.

#### **IX. 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 shall 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 shall 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 shall 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 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 ACHP with a copy of such written response.
- C. FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

**X. 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 signed by all of the signatories is filed with the ACHP.

**XI. 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 VIII, 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.

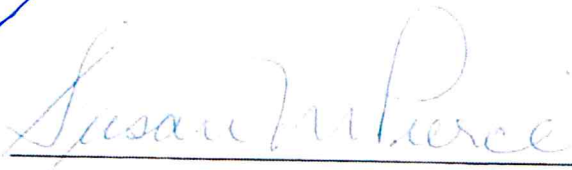
Once the MOA is terminated, and prior to work continuing on the undertaking, FHWA must either (a) execute a MOA pursuant to 36 CFR 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. FHWA shall notify the signatories as to the course of action it will pursue.

**EXECUTION** of the Memorandum of Agreement by the FHWA, WWSHPO, the WVDOH and the Council, and implementation of its terms evidence that the FHWA has afforded the Council an opportunity to comment on the Cairo Bridge Project and its effects on historic properties, and that the FHWA has taken into account the effects of the undertaking on the historic properties.

**Signatories Page**

  
\_\_\_\_\_  
Federal Highway Administration

12/12/17  
Date

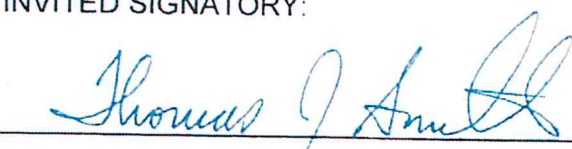
  
\_\_\_\_\_  
West Virginia Deputy State Historic Preservation Officer

6/1/2017  
Date

\_\_\_\_\_  
Advisory Council on Historic Preservation

\_\_\_\_\_  
Date

INVITED SIGNATORY:

  
\_\_\_\_\_  
West Virginia Division of Highways

6-15-17  
Date

**Consulting Parties**

David M. Scott, CHAIRMAN  
Ritchie County Historic Landmarks Commission

MAY 30, 2017  
Date

NOTE: The Ritchie County Historic Landmarks Commission hereby agrees to this Memorandum of Agreement with the understanding that the Bank of Cairo Building is the historic building for which a portion of the \$10,000 will be appropriated. (See MOA Page 2, Stipulations, Paragraph 3.)

**Consulting Parties**

*Gary S Haugh*

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Mayor, Town of Cairo

*4-15-17*

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Date