

**MEMORANDUM OF AGREEMENT  
AMONG  
THE FEDERAL TRANSIT ADMINISTRATION,  
THE ALASKA STATE HISTORIC PRESERVATION OFFICER, AND  
THE ALASKA RAILROAD CORPORATION  
REGARDING  
THE ALASKA RAILROAD CORPORATION MILEPOST 152.1 AND 152.3  
BRIDGE REPLACEMENTS,  
WASILLA, ALASKA**

**WHEREAS**, the Alaska Railroad Corporation (ARRC), in cooperation with the Federal Transit Administration (FTA), plans to carry out the ARRC Milepost (MP) 152.1 and 152.3 Bridge Replacements projects south of Wasilla, Alaska (Project); and

**WHEREAS**, the Project consists of replacing the two (2) existing timber bridges at ARRC MP 152.1 and 152.3 with steel beam ballast deck bridges and raising the existing track between ARRC MP 152.42 and MP 151.79; and

**WHEREAS**, ARRC intends to apply for Federal financial assistance from FTA for the Project, making it an undertaking subject to compliance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) and its implementing regulations (36 CFR Part 800); and

**WHEREAS**, FTA has defined the Project's area of potential effects (APE) as the 19.3-acre area encompassing all potential project activities, which includes land within the ARRC right-of-way and adjacent land managed by the Alaska Department of Fish and Game; and

**WHEREAS**, FTA has determined that the Project may have an adverse effect on the proposed Alaska Railroad Historic District, which is assumed to be eligible for listing in the National Register of Historic Places, and has consulted with the Alaska State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800; and

**WHEREAS**, FTA has consulted with Indian tribes including Chickaloon Native Village, Cook Inlet Region, Inc., Knik Tribe, and the Native Village of Eklutna, to fulfill Tribal consultation requirements pursuant to 36 CFR § 800.2(c)(2)(ii) and has invited them to sign this MOA as concurring parties, pursuant to 36 CFR § 800.6(c)(3); and

**WHEREAS**, FTA has consulted with the Matanuska-Susitna Borough Historic Preservation Commission and the Alaska Department of Fish and Game regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as concurring parties; and

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

**NOW, THEREFORE,** FTA and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

### STIPULATIONS

FTA shall ensure that the following measures are carried out:

#### **I. ARCHITECTURAL/ENGINEERING DOCUMENTATION**

ARRC shall prepare supplementary documentation of ARRC Bridge 152.1 (ANC-02771) and ARRC Bridge 152.3 (ANC-02772), which may be contributing elements of the proposed Alaska Railroad Historic District. Documentation for each bridge shall include the following information:

- A. *Written Data.* A written history and description shall be completed for each bridge. Written data shall outline the history of each bridge (including any known modifications) and shall explain the bridge's historical and/or engineering/architectural significance. Written data shall be based on primary sources to the greatest extent possible.
- B. *Recent Photographs.* Each bridge shall be photographically recorded to document the condition of each bridge in its immediate setting and any noteworthy details, as appropriate. The photograph log shall include the following information: ARRC bridge milepost, other features photographed (if any), the photographer's name, the date the photograph was taken, the location of the photographer, and the direction in which the photograph was taken. A sample photograph log is appended to this MOA as Attachment A. Photographs taken during ARRC's 2003 bridge survey may be used if they meet the requirements stated above.
- C. *Historic Photographs.* From the available historical photographs of each bridge, ARRC shall select historic photographs to be part of the architectural record, with the number and types determined in consultation with SHPO.
- D. *Drawings.* From the available engineering drawings for each bridge, ARRC, in consultation with SHPO, shall select existing engineering drawings to be part of the architectural record. The selected drawings shall either be copies of original drawings printed on archival paper or reproduced on mylar, or 8" x 10" black and white photographs printed on black and white photographic paper from 35mm film of those drawings. Alternatively, drawings may be submitted electronically as PDFs, provided that the images are of a sufficient resolution (minimum 300 dpi).

Documentation may be provided to SHPO via physical or electronic delivery. ARRC shall provide this documentation to SHPO within one (1) year of executing this MOA.

#### **II. ALASKA HERITAGE RESOURCES SURVEY RECORDS**

Following project construction, ARRC shall update the Alaska Heritage Resources Survey (AHRs) records for the following cultural resources:

ARRC MP 152.1 and 152.3 Bridge Replacements  
Section 106 MOA

1. ARRC Bridge 152.1 (ANC-02771): Updates shall include a written description and photographs of the new bridge.
2. ARRC Bridge 152.3 (ANC-02772): Updates shall include a written description and photographs of the new bridge.

### **III. DURATION**

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, FTA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VI. In the event that any obligation under the MOA cannot be completed within five (5) years from the date of execution, or if the subject bridges have not been fully replaced within five (5) years from the date of execution, the MOA may be amended in accordance with Stipulation VI to extend the effective date.

### **IV. POST-REVIEW DISCOVERIES**

If properties are discovered that may be historically significant or unanticipated effects on historic properties found, FTA shall implement the discovery plan included as Attachment B of this MOA.

### **V. 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, FTA shall consult with such party to resolve the objection. If FTA determines that such objection cannot be resolved, FTA will:

1. Forward all documentation relevant to the dispute, including the FTA's proposed resolution, to the ACHP. The ACHP shall provide FTA 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, FTA 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. FTA will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, FTA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FTA 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.
3. FTA'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.

### **VI. 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.

## **VII. 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 signatories to attempt to develop an amendment per Stipulation VI. 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, FTA 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. FTA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by FTA and SHPO and implementation of its terms evidence that FTA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

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**Memorandum of Agreement  
Among  
The Federal Transit Administration,  
The Alaska State Historic Preservation Officer, and  
The Alaska Railroad Corporation  
Regarding  
The Alaska Railroad Corporation Milepost 152.1 and 152.3  
Bridge Replacements,  
Wasilla, Alaska**

**AGREED:**

**FEDERAL TRANSIT ADMINISTRATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Susan K. Fletcher, P.E.  
Regional Administrator, Region 10

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**AGREED:**

**ALASKA STATE HISTORIC PRESERVATION OFFICER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Sarah Meitl  
Deputy State Historic Preservation Officer

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**AGREED:**

**ALASKA RAILROAD CORPORATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Brian Lindamood  
Vice President and Chief Engineer

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