

**MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF BAY HARBOR ISLANDS AND
THE FLORIDA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE BROAD CAUSEWAY BRIDGE (FDOT Bridge No. 875101)
REPLACEMENT UNDERTAKING, MIAMI-DADE COUNTY**

WHEREAS, the Town of Bay Harbor Islands (Town) plans to replace the Broad Causeway Bridge (FDOT Bridge No. 875101) and assume responsibilities for compliance with 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, federal financial assistance may be provided to the Town for the Broad Causeway Bridge (FDOT Bridge No. 875101) Replacement Project (Financial Project Identification [FPID] No. 452428-1-21-01) (**Project**); and

WHEREAS, the Town anticipates that the **Project** represents an undertaking in accordance with 36 CFR § 800.3(a); and

WHEREAS, the Town has defined the **Project's** area of potential effects (APE) as described in Attachment A; and

WHEREAS, the Town has consulted with the Florida State Historic Preservation Officer (SHPO) pursuant to the requirements of 36 CFR Part 800 and has determined that the **Project** may have an adverse effect on the Broad Causeway (8DA10123) linear resource, the Citgo/1501 Broad Causeway (8DA10436) historic structure, and the Bay Harbor Islands Historic District (8DA10515), which are eligible for listing in the National Register of Historic Places (NRHP); and

WHEREAS, the Town has consulted with the Miami-Dade Office of Historic Preservation regarding the effects of the **Project** on historic properties; and

WHEREAS, the Town has provided opportunities for public review and comment regarding the effects of the **Project** on historic properties, as appropriate; and

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

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

STIPULATIONS

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

I. BROAD CAUSEWAY (8DA10123, FDOT BRIDGE NO. 875101)

A. Replacement Bridge Design

1. The design of the replacement bridge will include enhanced access for pedestrians and bicyclists to Broad Causeway Island.
2. The replacement bridge design will incorporate Miami Modern (MiMo) architectural design elements common to the historic area and existing bridge.
3. Access to Broad Causeway Island will be maintained from both the east- and westbound lanes of the replacement bridge.
4. SHPO is to be provided the 60% and 90% design plans for review and comment to ensure compliance with the bridge design elements listed above.

B. Documentation of Broad Causeway (8DA10123, FDOT Bridge No. 875101)

1. Prior to authorizing any demolition or other activity that could damage any building, structure, or landscape, per guidance provided by the National Park Service (NPS), the Town will ensure that the bridge is documented in accordance with the standards and guidelines of the Historic American Engineering Record (HAER). Unless otherwise agreed to by the NPS, the Town will ensure that all documentation is completed and accepted in writing by the NPS prior to demolition. The HAER documentation for the Broad Causeway (8DA10123, FDOT Bridge No. 875101) will include, but is not limited to:
 - i. Written historical and descriptive data prepared in accordance with outline format guidelines containing a construction history of the bridge, including the history of the bridge type, an architectural description of the resource including alterations, and a description of the site and changes; and
 - ii. Reproduction of selected historical photographs and original construction drawings, if available; and
 - iii. Large-format (4" x 5" or larger negative size) photographs processed for archival permanence in accordance with HAER photographic specifications of the bridge as well as the relationship between the bridge and other historic resources (Citgo [8DA10436], Broad Causeway Island [8DA21594], Bay Harbor Islands Historic District [8DA10515]); and
 - iv. At least one color digital photograph of the resource and its setting; and

- v. Photo locations keyed to the site plan and included with an “Index to Photographs.”
2. The Town shall provide draft HAER documentation (non-archival format, electronic version) to the NPS and SHPO for concurrent review and comment. SHPO shall have 30 days after receipt of the draft documentation for review, as per Stipulation VIII.
3. The Town shall make requested edits and provide final copies of the HAER documentation, completed in accordance with Stipulation B.1, as follows:
 - i. An archival copy to the NPS Southeast Regional Office for review and approval prior to salvage and demolition of the structure, per HAER guidelines; and
 - ii. An archival copy to the SHPO for inclusion in the Florida Master Site File and the State Archives of Florida; and
 - iii. Non-archival copies and electronic copies to the HistoryMiami Museum and the Florida Room of the Miami-Dade County Main Library.
4. Unless otherwise agreed to by the NPS, the Town will ensure that HAER documentation of Broad Causeway (8DA10123) is completed and accepted in writing by the NPS prior to authorizing demolition or other project activities that could adversely alter Broad Causeway (8DA10123).

C. Salvage of Existing Features

1. Prior to demolition, the commemorative plaques from the existing bridge will be salvaged for either reinstallation on the new bridge or incorporation into the enhanced pedestrian and bicycling areas on Broad Causeway Island.

D. Public Education

1. A historical narrative will be prepared for a State Historical Marker (Marker) that will highlight the developmental history and creation of Bay Harbor Islands and the Broad Causeway Bridge and Island. The draft Marker text and location will be coordinated with the SHPO for review, as described in Stipulation VIII, and in accordance with the Historic Marker Program process. The Marker is to be placed on Broad Causeway Island near public pedestrian or bike trails. Installation of the Marker will take place following construction completion in the destined location prior to final project acceptance.

II. CITGO/1501 BROAD CAUSEWAY (8DA10436)

A. Replacement Bridge Design

1. The replacement bridge will be designed in a manner that avoids Citgo/1501 Broad Causeway (8DA10436) and minimizes the portion of the bridge that is directly over the structure.
2. The size and location of the supports on the replacement bridge will be minimized to keep the site viewshed as open as possible, allowing the waterway to be visible from as many vantage points as possible.
3. The replacement bridge will retain vehicular access from both the west and eastbound lanes to Citgo/1501 Broad Causeway (8DA10436).

B. Other Design Elements

1. As part of the **Project's** design, landscaping enhancements, along with pedestrian and bicycle trails, will be placed on Broad Causeway Island and near Citgo/1501 Broad Causeway (8DA10436) to support the continued use of the building.

III. BAY HARBOR ISLANDS HISTORIC DISTRICT (8DA10515)

A. Design Elements

1. Enhanced pedestrian and bicycle trails with landscaping will be provided as part of the **Project's** design to enhance Broad Causeway Island and support its use as a public amenity.

B. Survey

1. An updated cultural resource survey of the historic district will be completed in order to fully evaluate its potential for listing in the NRHP. The survey will record all resources within the Town that are 50 years old or more with new or updated Florida Master Site File (FMSF) forms per Florida Division of Historical Resources Guidelines. The survey results, FMSF forms, and associated context will be submitted to SHPO for review and concurrence on NRHP eligibility evaluations (both individual and contributing evaluations, as appropriate).

C. Public Education

1. A Florida Historical Marker is to be developed and installed within the Town, focusing on the developmental and architectural history of the Town. The draft Marker text will be coordinated with the SHPO for review, as described in Stipulation VIII, and in accordance with the Historic Marker Program process. The Marker location will be determined in coordination with SHPO,

the Town, and other interested parties. Installation will take place after construction completion in the chosen Marker location prior to final project acceptance.

IV. PROFESSIONAL STANDARDS

All archaeological and historic preservation work carried out pursuant to this Agreement shall be conducted by, or under the direct supervision of, a person or persons meeting the Secretary of the Interior's Professional Qualification Standards for Archaeology and Historic Preservation as set forth at 62 FR 33708-33723 (June 20, 1997).

V. DURATION

This Memorandum of Agreement (MOA) will expire if its terms are not carried out within 5 years from the date of execution or upon project acceptance, whichever comes first. Prior to expiration, the parties may agree to extend the timeframe for fulfillment of the terms by letter agreement.

VI. MOA DOCUMENTATION

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

VII. POST-REVIEW DISCOVERIES

- A. If properties are discovered that may be historically significant, or if unanticipated effects on historic properties are found, the Town, in accordance with 36 CFR § 800.13(a)(2), will immediately notify SHPO. Demolition or construction shall not resume without written approval from SHPO.
- B. In the unlikely event that human skeletal remains or associated burial artifacts are uncovered within the project area during construction, all work in that area must stop. The individual in charge of the activity that leads to the discovery must notify the Town. The discovery must be reported to local law enforcement and the appropriate medical examiner. The medical examiner will determine whether the State Archaeologist should be contacted per the requirements of Section 872.05, Florida Statutes, and Rule 1A-44.004, Florida Administrative Code (FAC).

VIII. REVIEW STIPULATION

The Town shall afford the SHPO and other consulting parties a 30-day period for review and comment following the receipt of delivery of those submittals and reviews described above. If no comments are received at the end of these 30 days, the Town will presume there are no objections. Any objections to the findings or plans proposed in these submittals will be addressed in accordance with Stipulation IX below.

IX. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Town shall consult with such party to resolve the objection. If the Town determines that such objection cannot be resolved, they will:

- A. Forward all documentation relevant to the dispute, including the Town's proposed resolution, to the ACHP. The ACHP shall provide the Town 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, the Town 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. The Town 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, the Town may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Town 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. The Town's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

X. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. All signatories must signify their acceptance of the proposed changes to the MOA in writing within 30 days of their receipt. The amendment will be effective on the date a copy signed by all signatories is filed with the ACHP. In accordance with 36 CFR § 800.6(b)(7), if the ACHP was not a signatory to the original agreement and the signatories execute an amended agreement, the Town shall file the amended agreement 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 signatories in an effort to amend the MOA per Stipulation X, above. If within thirty (30) days (or another time 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 **Project**, the Town 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 Town shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the Town and SHPO and implementation of its terms is evidence that the Town has taken into account the effects of this undertaking on historic properties per the

requirements of Section 106 (Public Law 113-287 [Title 54 U.S.C. 306108]), and 36 CFR Part 800 (Protection of Historic Properties).

SIGNATORIES:

FLORIDA STATE HISTORIC PRESERVATION OFFICER

Date _____
Alissa Slade Lotane
Director, Division of Historical Resources
State Historic Preservation Officer

TOWN OF BAY HARBOR ISLANDS

Date _____
Maria Lasday
Town Manager

DRAFT

Appendix A

APE Map

