

**Appendix G**  
**Section 106 Memorandum of Agreement**

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**SECTION 106  
MEMORANDUM OF AGREEMENT  
BETWEEN  
THE FEDERAL TRANSIT ADMINISTRATION  
AND  
THE MICHIGAN STATE HISTORIC PRESERVATION OFFICE  
REGARDING  
THE WOODWARD AVENUE LIGHT RAIL TRANSIT PROJECT  
IN DETROIT, MICHIGAN**

WHEREAS, the Federal Transit Administration (FTA) is proposing to provide funding to the City of Detroit to construct a new Light Rail Transit system along Woodward Avenue from downtown Detroit near the Detroit River north to the State Fairgrounds near 8 Mile Road (the Project), and has determined the Project to be a Federal undertaking subject to the National Historic Preservation Act, 16 USC §470 (NHPA); and

WHEREAS, FTA has determined that the Project would introduce elements that would result in adverse effects on the following historic properties:

- The Detroit Financial District;
- the State Savings Bank;
- the Gabriel Richard Building;
- the Washington Boulevard Historic District;
- the Grand Circus Park Historic District;
- the First Unitarian Church of Detroit;
- the Col. Frank J. Hecker House;
- the East Ferry Avenue Historic District;
- the Woodward-West Palmer-Cass-West Kirby Historic District;
- the New Center Commercial Historic District
- the Temple Beth-El;
- St. Joseph's Episcopal Church;
- Central Woodward Christian Church;

WHEREAS, the FTA and the City of Detroit have consulted with the Michigan State Historic Preservation Officer (SHPO) about the Project in accordance with the regulation implementing Section 106 of the NHPA (36 CFR part 800); and

WHEREAS, the FTA notified the Advisory Council on Historic Preservation (ACHP) about the adverse effects of the Project, and the ACHP declined to participate in the Section 106 consultation for this Project; and

WHEREAS, the FTA and the City of Detroit have consulted with the National Park Service of the U.S. Department of the Interior regarding potential adverse effects of the Project on National Historic Landmarks, pursuant to 36 CFR 800.10; and

WHEREAS, the organizations and tribes listed in Exhibit 1 have been treated as consulting parties in the Section 106 review process in accordance with 36 CFR 800.2(c)(3); and

WHEREAS, the FTA, in consultation with SHPO, the City of Detroit, and the other consulting parties, determined the Area of Potential Effects (APE) for the Project pursuant to 36 CFR 800.4(a) (Exhibit 2), identified and evaluated the properties listed on, or eligible for listing on, the National Register of Historic Places (NRHP) within that APE pursuant to 36 CFR 800.4(b)-(d), and assessed the adverse effects of the Project on the identified historic properties in accordance with 36 CFR 800.5; and

WHEREAS, the various Section 106 determinations and evaluations and this Agreement were developed with appropriate public involvement (pursuant to 36 CFR 800.2(d) and 800.6(a)), coordinated with the scoping process, the process for public review and comment, and the public hearings conducted to comply with NEPA and its implementing regulations; and

WHEREAS, the FTA and the Michigan SHPO are signatories to this Agreement; and

WHEREAS, the FTA requires that its grant applicant, the City of Detroit, be an invited signatory to the Agreement;

NOW, THEREFORE, the FTA, the SHPO, and the City of Detroit (collectively referred to as “Signatories”) agree that the Project will be implemented in accordance with the following stipulations.

## **STIPULATIONS**

FTA will ensure that the terms of this Agreement are carried out and will require, as a condition of any approval of FTA funding for the Project, adherence to the stipulations of this Agreement. The City of Detroit, the project sponsor, will take the lead in the implementation of each stipulation unless otherwise noted in the stipulation.

### **I. HISTORIC CONTEXT AND DESIGN**

- A. The City of Detroit shall require in its final design contract(s) for the Project, that any element of the Project that has the potential to visually affect any one of the historic properties listed in this Agreement be designed to be compatible with its historic context. The Project design shall not include or allow the placement of large advertising billboards above any station where it would visually affect any one of the historic properties listed in this Agreement. Following the project’s completion, the City of Detroit will not allow the addition of any vertical elements or rooftop structures.
- B. The City of Detroit's design team will include a historical architect who meets the Secretary of the Interior’s Professional Qualifications (36 CFR Part 61) for that discipline. This historic preservation architect will guide all aspects of the compliance with this Agreement during design and construction of each Project phase

with the exception of those related to archaeology under Stipulation III, and will make presentations to SHPO and generate all reports to SHPO required by this Agreement.

- C. The City of Detroit or its design contractors shall hold Project design workshops with the SHPO and consulting parties at approximately the 30%, 60%, and 90% stage of Project design for each phase of the Project to review and discuss proposed design plans for all elements of the Project with the potential to adversely affect any historic properties.
- D. The City of Detroit shall submit the design coming out of each design workshop prescribed in Stipulation I.C to the SHPO for comment or approval. If the SHPO does not respond to a submission of drawings within 21 days, the City of Detroit shall deem that the SHPO has approved that design.
- E. The historical architect working on the Project under Stipulation I.B shall be selected in consultation with SHPO and shall be responsible for assisting SHPO in all reviews and approvals required of SHPO by this Agreement.

## **II. NRHP NOMINATIONS**

- A. The City of Detroit shall complete a NRHP nomination for the Gabriel Richard Building and the Woodward-West Palmer-Cass-West Kirby Historic District, which have been determined eligible for listing in the NRHP. The nominations shall meet the standards and requirements of the NRHP and the Michigan SHPO. Final products for each nomination shall include the following: (1) two original copies of the nomination form; (2) photographs; (3) Site Plan; (4) one set of 35mm color slides; and (5) copies of all research materials. The NRHP nominations shall be developed in consultation with the SHPO by or under the direct supervision of the person who fulfills the Secretary of the Interior's Professional Qualifications (36 CFR Part 61) as an architectural historian.

## **III. ARCHAEOLOGICAL RESOURCES**

- A. The City of Detroit will develop a construction archeological monitoring program for areas of the Project that have the potential to affect Capitol Park (20WN785) or elements of the pre-1805 city. These areas are the north side of State Street adjacent to Capitol Park, Washington Boulevard south of Fort Street, those portions of Larned Avenue and Congress Street between Washington Boulevard and Griswold Street, and the north side of Larned Avenue near the east side of Woodward Avenue. All ground disturbing activities reaching 0.6 meter (24 inches) below grade in these areas shall be monitored by a professional archaeologist who meets the Secretary of Interior's qualifications for that discipline (36 CFR Part 61).

- B. If unanticipated archaeological artifacts, structures, human remains, or other resources are encountered, the City of Detroit will: (1) stop work involving subsurface ground disturbance in the area of the find and, as determined by the professional archeologist, in the surrounding area where further subsurface finds can be reasonably expected; (2) notify the SHPO, the FTA, and Indian tribes (if appropriate) about the discovery; (3) have the archaeologist investigate the discovery and recommend to SHPO either: (a) that construction be permitted to resume, or (b) that the discovery be further investigated and if FTA determines, consultation undertaken, to determine if it is eligible for the NRHP. Construction may resume if the qualified archaeologist so recommends and SHPO agrees. Should SHPO fail to respond within 21 calendar days after receipt of the notification and investigation, the City of Detroit shall proceed in accordance with the qualified archaeologist's recommendation.
- C. If the qualified archaeologist recommends further investigation of the discovery, an expedited process shall be followed in accordance with 36 CFR 800.13(b) which: (1) determines the eligibility of the archaeological resource; (2) if the resource is deemed eligible and SHPO agrees, determines the extent of the resource affected by the Project; (3) considers Project changes to avoid an eligible archaeological resource, if feasible; (4) develops a data recovery plan if the resource is not avoidable; (5) executes the data recovery plan for the resource; and (6) curates the results. Details of these activities shall be expeditiously developed and executed by the qualified archaeologist in consultation with SHPO. SHPO's failure to respond within seven days of any written request for comment or concurrence shall be deemed concurrence.
- D. The City of Detroit shall develop a preliminary data recovery plan before construction begins and must submit that data recovery plan to SHPO for approval before construction may begin.

#### **IV. ADMINISTRATIVE PROVISIONS**

- A. Implementation Schedule. The City of Detroit shall develop a schedule for the implementation of the provisions of this Agreement (schedule should be developed before construction begins and included as an attachment to the Agreement). The schedule will include milestones for completion of deliverables and will be posted on the Project website. The City will update the schedule, as necessary, and will include an up-to-date schedule in each monitoring report required by Stipulation IV.C below.
- B. Dispute Resolution
  - 1. In the event SHPO objects in writing to any design or submission presented pursuant to this Agreement within the timeframe specified in this Agreement or, if no timeframe is specified, within 21 calendar days of its receipt, the City of Detroit will consult further with SHPO to seek resolution. If either the City of Detroit or SHPO determines that SHPO and the City of Detroit cannot resolve the

objection, that agency will notify FTA in writing of the SHPO's objection. FTA will attempt to resolve the objection. If FTA determines that the objection cannot be resolved, FTA will invite the ACHP to review all documentation relevant to the dispute, including FTA's proposed resolution. The City of Detroit will prepare the documentation about the subject of the dispute required by 36 CFR 800.11(g) for transmittal by FTA to ACHP with FTA's proposed resolution. ACHP is expected to provide its comments to FTA within 30 days of receipt of the documentation. FTA will then take these comments into account in reaching a final decision concerning the dispute. If ACHP fails to respond within the 30-day period, then FTA will assume that ACHP has no comment and proceed with its final decision.

2. Should the SHPO or the City of Detroit object in writing within 30 (thirty) days to any action proposed pursuant to this Agreement, the FTA shall consult with the objecting party to resolve the objection. If the FTA determines that the objection cannot be resolved, the FTA shall forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (Council). Within 45 (forty-five) days after receipt of all pertinent documentation, the Council will either: (1) provide the FTA with recommendations, which the FTA will take into account in reaching a final decision regarding the dispute; or (2) Notify the FTA that it will comment pursuant to 36 CFR 800.7(c) and proceed to comment. Any Council comment provided in response to such a request will be taken into account by FTA in accordance with 36 CFR 800.7(c)(4) with reference to the subject of the dispute.
3. This process for resolving disputes will pertain only to the subject of the dispute. The responsibilities of the Signatories to implement all actions pursuant to this Agreement that are not affected by the dispute remain unchanged.

#### C. Monitoring and Reporting

1. Any Signatory to this Agreement may request in writing, at any time, a review of the implementation of the terms of this Agreement. Such review shall take place through a meeting or a conference telephone call within two weeks of the request unless extended for good cause.
2. Quarterly & Semi Annual Reports: During the final design and construction of the Project, a meeting or conference call between the City, the SHPO and the FTA, shall be held on a quarterly basis for the first year following the implementation of this Agreement. If, after the first year, it is determined that semi-annual meetings would be sufficient, the meetings shall be held every six months. If it is determined that quarterly meetings are beneficial, then the parties shall continue to meet every three months. During the final design and construction of the Project, the City of Detroit shall report every three months to the other Signatories through a meeting, a conference call, or a written memorandum, the status of the implementation of this Agreement.

3. A report shall be posted on the Project's public website and shall include any scheduling changes proposed, any problems encountered, and any disputes or objections received during efforts to carry out the terms of the Agreement. Sensitive information about the location of archaeological resources or traditional cultural resources shall be withheld from the written reports.
  4. The SHPO may monitor activities carried out pursuant to this Agreement at the SHPO's discretion upon reasonable notice.
- D. Emergency Situations: Immediate rescue and salvage operations conducted to preserve life or property are exempt from the provisions of Section 106 of the NHPA and this Agreement. In the event that an emergency situation should occur during the Project, FTA shall follow the provisions of 36 CFR 800.12. The FTA will provide an incident report to the SHPO detailing any impacts to historic properties as a result of said operations.
- E. Amendments of this Agreement:
1. This Agreement may be amended when such an amendment is agreed to in writing by all Signatories. Any signatory to this Agreement may propose to the other Signatories in writing that it be amended, whereupon the Signatories will consult in accordance with 36 CFR 800.6(c)(7) to consider such an amendment.
  2. The amendment will be effective on the date a copy signed by all of the Signatories is filed with the Advisory Council.
- F. Termination
1. This Agreement will terminate upon completion of construction of the Project or 5 years after it was submitted to the ACHP, whichever occurs first.
  2. Any signatory to this Agreement may terminate it by providing ninety (90) days written notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the FTA will comply with 36 CFR Sections 800.3 through 800.13 with regards to the undertakings covered in this Agreement.
  3. The signatory proposing to terminate this Agreement shall so notify all Signatories in writing to this Agreement explaining the reasons for termination and affording at least sixty (60) days to consult and seek alternatives to termination. The Signatories shall then consult.
  4. Should such consultation fail, the FTA or the SHPO may terminate the Agreement by so notifying all Signatories in writing. Should this Agreement be

terminated, the FTA shall either: (a) consult in accordance with 36 CFR § 800.6 to develop a new Agreement; or (b) request the comments of the Council pursuant to 36 CFR § 800.7. Upon termination of the Agreement, FTA may cancel its involvement in the project and recover all FTA funds dedicated to the project.

G. Execution of Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or email, and any such signature shall have the same legal effect as an original.

**EXECUTION** of this Memorandum of Agreement by the FTA, the Michigan SHPO and the City of Detroit, the submission of documentation and filing of this Memorandum of Agreement with the ACHP, pursuant to 36 CFR 800.6(b)(1)(iv), 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.

**Signatories**

FEDERAL TRANSIT ADMINISTRATION

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Marisol Simon  
Title: FTA Regional Administrator

MICHIGAN STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Brian D. Conway  
Title: Michigan State Historic Preservation Officer

**Invited Signatory**

CITY OF DETROIT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Norman White  
Title: City of Detroit Woodward Avenue LRT Project Manager

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**Signatories**

FEDERAL TRANSIT ADMINISTRATION

for By: Reonda M. Reed Date: 6/2/11  
Name: Marisol Simon  
Title: FTA Regional Administrator

MICHIGAN STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Brian D. Conway  
Title: Michigan State Historic Preservation Officer

**Invited Signatory**

CITY OF DETROIT

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Norman White  
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By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Marisol Simon  
Title: FTA Regional Administrator

MICHIGAN STATE HISTORIC PRESERVATION OFFICER

By: Brian D. Conway Date: 6-2-11  
Name: Brian D. Conway  
Title: Michigan State Historic Preservation Officer

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By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Marisol Simon  
Title: FTA Regional Administrator

MICHIGAN STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Brian D. Conway  
Title: Michigan State Historic Preservation Officer

**Invited Signatory**

CITY OF DETROIT

  
By: \_\_\_\_\_ Date: 6-3-11  
Name: Norman White  
Title: City of Detroit Woodward Avenue LRT Project Manager

## **Exhibit 1**

### **Contact Information**

For purposes of notices and consulting pursuant to this Agreement, the following addresses and contact information should be used for the following agencies:

#### **Signatories**

Federal Transit Administration, Region V  
Marisol Simon, Regional Administrator  
200 West Adams Street, Suite 320  
Chicago, IL 60606

Michigan State Historic Preservation Office  
Brian Conway, State Historic Preservation Officer  
P.O. Box 30740  
702 W. Kalamazoo St.  
Lansing, MI 48909

City of Detroit  
Norman White, Project Manager  
Woodward Avenue Light Rail Transit Project Office  
65 Cadillac Square, Suite 4000  
Detroit, MI 48226

#### **Consulting Parties**

Federal Highway Administration  
Dave Williams, Environmental Program Manager  
315 W. Allegan Street, Room 2001  
Lansing, MI 48933

Michigan Department of Transportation  
Lloyd Baldwin, Historian  
Van Wagoner Building  
425 W. Ottawa Street  
P.O. Box 30050  
Lansing, MI 48909

Detroit Department of Transportation  
Tim Roseboom, Manager  
Woodward Avenue Light Rail Transit Project Office  
65 Cadillac Square, Suite 4000  
Detroit, MI 48226

City of Detroit, Historic Designation Advisory Board  
Deborah M. Goldstein, Historic Designation Supervisory Specialist  
204 Coleman A. Young Municipal Center  
2 Woodward Ave.  
Detroit, MI 48226

City of Detroit, Historic District Commission  
Susan M. McBride, Principal Planner, Historic  
65 Cadillac Square, 13th Floor  
Detroit, MI 48226

City of Highland Park, Community and Economic Development Department  
Sandy McDonald, Director  
12050 Woodward Ave.  
Highland Park MI 48203-3578

Detroit Historic Neighborhoods Coalition  
Kim Schroeder  
Archive Media Partners  
220 Bagley, Suite 828  
Detroit, MI 48226

Detroit Historical Society  
Robert A. Bury, Executive Director & CEO  
5401 Woodward Avenue  
Detroit, MI 48202

Michigan Historic Preservation Network  
Nancy Finegood, Executive Director  
107 E. Grand River Avenue  
Lansing, MI. 48906

MotorCities National Heritage Area  
Nancy Darga, Acting Executive Director  
200 Renaissance Center, Suite 3148  
Detroit, MI 48243

National Park Service  
Nick Chevance, Regional Environmental Coordinator  
Midwest Regional Office  
601 Riverfront Drive  
Omaha, NB 68102

Preservation Wayne  
Karen Nagher, Executive Director  
4735 Cass Avenue  
Detroit, MI 48202

Woodward Avenue Action Association  
Heather Carmona, Executive Director  
30947 Woodward Avenue  
Suite 200  
Royal Oak, MI 48073

Bay Mills Indian Community  
Wanda Perron  
12214 W. Lakeshore Drive  
Brimley, MI 49715-9320

Grand Traverse Band of Ottawa and Chippewa Indians  
Derek J. Bailey  
2605 NW Bayshore Drive  
Peshawbetown, MI 49682

Hannahville Potawatomi Indian Community  
Earl Meshigaud  
14911 Hannahville B-1 Road  
Wilson, MI 49896

Keweenaw Bay Indian Community  
Summer Sky Cohen  
16429 Beartown Road  
Baraga, MI 49908

Lac Vieux Desert Band of Lake Superior Chippewa Indians  
Giiwegiizhigookway Martin  
P.O. Box 249  
Watersmeet, MI 49969

Little River Band of Ottawa Indians  
Jay Sam  
375 River Street  
Manistee, MI 49660

Little Traverse Bay Band of Odawa  
Winnay Wemigwase  
7500 Odawa Circle  
Harbor Springs, MI 49740

Match-e-be-nash-shee-wish Band of Potawatomi Indians  
Ed Pigeon  
P.O. Box 218  
Dorr, MI 49323

Nottawaseppi Band of Huron Potawatomi  
John Rodwan  
2221 1 ½ Mile Road  
Fulton, MI 49052

Pokagon Band of Potawatomi  
Michael Zimmerman  
P.O. Box 180  
Dowagiac, MI 49047

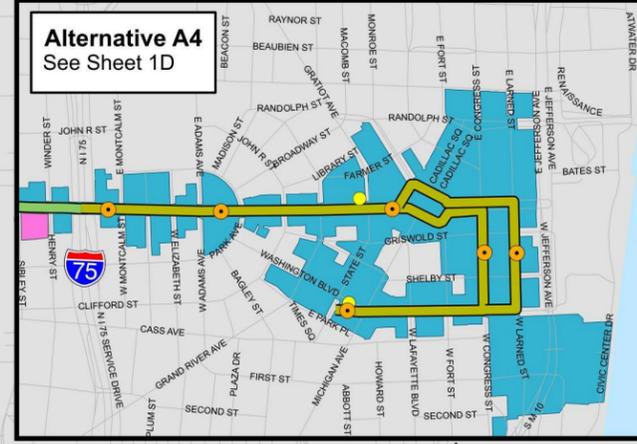
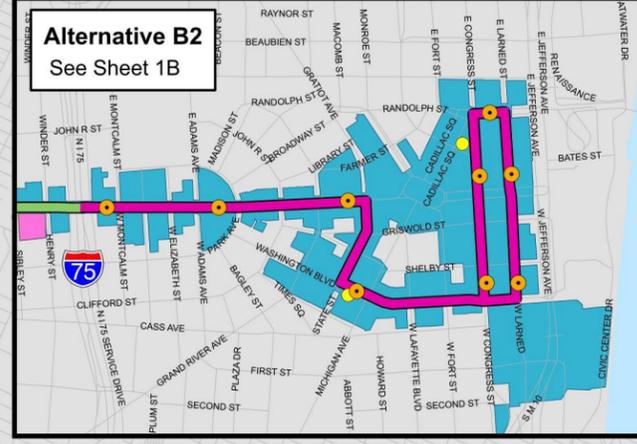
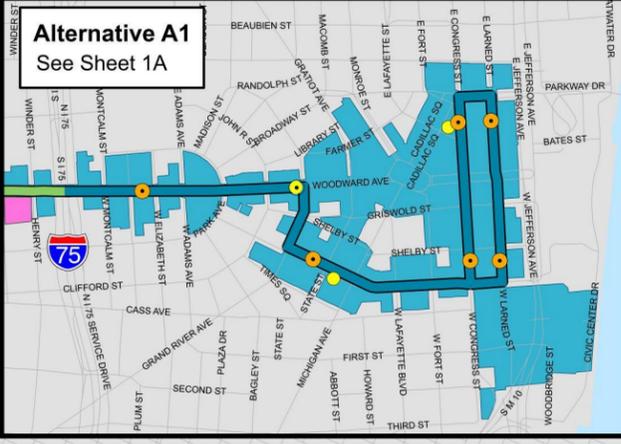
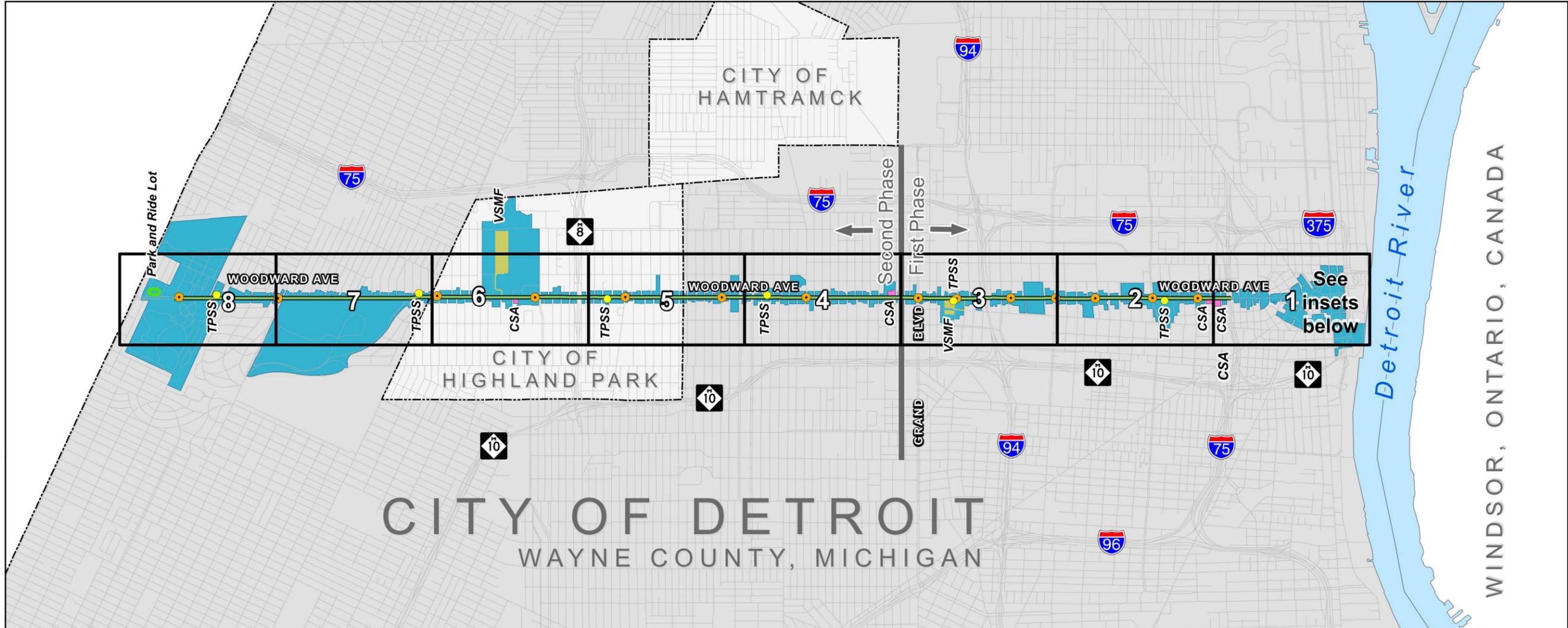
Saginaw Chippewa Indian Tribe of MI  
William Johnson  
6650 E. Broadway  
Mt. Pleasant, MI 48858

Sault Ste. Marie Tribe of Chippewa  
Brenda Cooper  
523 Ashmun  
Sault Ste. Marie, MI 49783

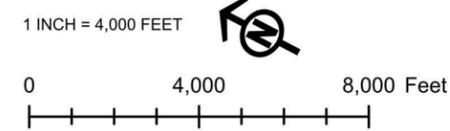
**Exhibit 2**

**Area of Potential Effects Map – June 2011**

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**WOODWARD LIGHT RAIL**



- Proposed Station
- Locally Preferred Alternative (LPA)
- Alternative A1
- Alternative B2
- Alternative B3
- Alternative A4
- Traction Power Substation (TPSS)
- Park and Ride Lot
- Construction Staging Area (CSA)
- Vehicle Storage Maintenance Facility (VSMF)

**Woodward Avenue Light Rail Transit Project**  
June 2011  
Location Map

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