

Wisconsin Department of Transportation

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March 10, 2011

ENTERED
Office of Proceedings

MAR 11 2011

Part of
Public Record

Ms. Cynthia Brown
Chief, Office of Proceedings
Surface Transportation Board
395 E Street, SW
Washington, D.C. 20423-0001

Re: STB Docket No. AB-303 (Sub no. 36X) Wisconsin Central Ltd. – Abandonment
Exemption – in Brown County, WI – Petition for Notice of Interim Trail Use.

Dear Ms. Brown:

228976

The Wisconsin Department of Transportation (WisDOT) filed a Petition for Notice of Interim Trail Use on behalf of the Wisconsin Department of Natural Resources in the above-entitled matter on November 17, 2010. By this letter WisDOT seeks to provide additional information to the Surface Transportation Board (the Board) regarding previous efforts undertaken to meet the National Historic Preservation Act Section 106 requirements for the US 41/WIS 29 reconstruction project in Brown County, Wisconsin, of which this abandonment proceeding is an integral part. WisDOT respectfully encourages the Board to consider adopting the FHWA Section 106 process and findings to determine their collective responsibilities have been met, pursuant to 36 CFR 800.2(a)(2).

WCL's removal of the track at issue is necessary to a crossing removal project that is part of the WisDOT US 41/WIS 29 reconstruction project, which is subject to Federal Highway Administration (FHWA) oversight and a letting schedule. For the crossing removal project letting to proceed, WisDOT and WCL must execute force work agreements to remove the track referenced in this abandonment. WCL must receive Board approval to remove the track before it can execute the force agreements. The crossing removal letting is currently scheduled for May 10, 2011, and WisDOT must decide a minimum of six weeks before that date, whether we can proceed with this project letting. Therefore, WisDOT must decide by March 29, 2011, whether we may let the crossing removal project.

The removal of the track at issue is necessary for the WCL crossing to be removed across Packerland Avenue, in Green Bay, WI. The crossing removal project is scheduled for completion this calendar year, as part of the broader highway project. Delaying the project letting by two months will threaten completion of the crossing removal project by the end of the calendar year. The failure of WisDOT to complete the crossing removal project this year will jeopardize our commitment to WCL to complete the project on time, and may require WisDOT to provide temporary signalization with interconnection devices for safe vehicular traffic between the WCL crossing and an adjacent, newly constructed intersection. Such a change in

crossing may also require a petition to and authorization by the Wisconsin Office of the Commissioner of Railroads. Additional or alternative mitigation measures may be required. In sum, the delay of completion of the crossing removal project beyond the calendar year may trigger other actions and delays, and may add substantial project costs for WisDOT.

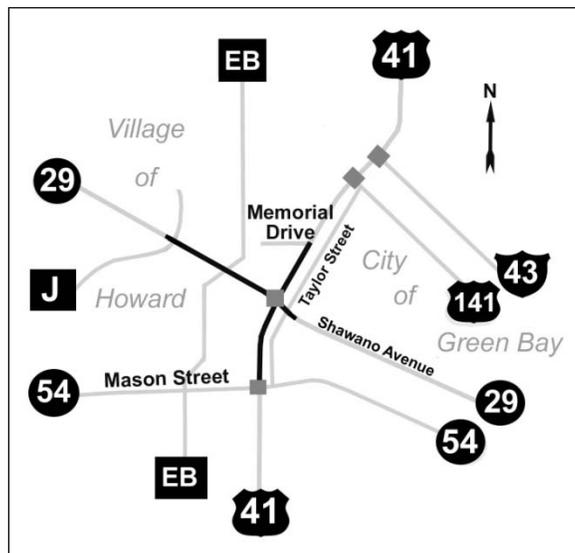
FHWA has undertaken the Section 106 process for the highway project, which is related to this abandonment, and which process and results are discussed below. Pursuant to 36 CFR 800.2(a)(2), the Board may designate FHWA as the lead agency in this Section 106 process, and allow FHWA's findings to fulfill the collective responsibilities designated under this section. WisDOT has consulted with FHWA, the Oneida Tribe of Indians of Wisconsin, and WCL, and all concur with this approach.

We respectfully encourage the Board to consider adopting the FHWA Section 106 process and results to avoid duplication of efforts, allow the executed agreements between WisDOT, the Oneida Tribe of Indians of Wisconsin, the State Historical Preservation Officer, WCL and FHWA to take effect, and allow the highway project to proceed as scheduled.

Background of FHWA Section 106 Process

The NEPA process for the US 41/WIS 29 reconstruction project (see map) was completed with a Finding of No Significant Impact approved by FHWA on January 8, 2010. See **Exhibit 1**. The project includes reconstruction of the US 41/WIS 29 interchange, capacity expansion on US 41, and reconstruction of WIS 29.

US 41/WIS 29 Project Location Map



During the NEPA process for the US 41/WIS 29 project, Historic Properties were determined eligible for listing on the National Register of Historic Places. Therefore, FHWA engaged in an extensive Section 106 consultation effort that culminated in a Section 106 Memorandum of Agreement (MOA) executed in 2009 by WisDOT, FHWA, SHPO, Oneida Tribe of Indians of Wisconsin THPO, Ho-Chunk Nation THPO, and the Advisory Council on Historic Preservation. See **Exhibit 2**. The Section 106 MOA includes stipulations for data recovery and measures to avoid adverse effects on Pamperin Park when the project is constructed.

WCL Railroad Abandonment

In the engineering design phase for the US 41/WIS 29 project, WisDOT and FHWA determined that the existing WCL railroad crossing on Packerland Drive/CTH EB would be closed to further enhance traffic operations and safety at the proposed WIS 29/Packerland Drive interchange. With the closure of this crossing, WCL determined that the portion of the railroad west of Packerland Drive would be abandoned and subsequently filed a Notice of Exemption with the Board on October 21, 2010.

As part of the coordination process concerning the railroad abandonment and because a portion of the WCL Railroad lies within the Oneida Tribe of Indians of Wisconsin Reservation, the WisDOT Railroads and Harbors Section (Sheri Walz) contacted the Oneida THPO (Corina Burke) to provide an opportunity to comment on the abandonment. On September 10, 2010, Ms. Burke sent a letter to Ms. Walz requesting a formal Section 106 consultation meeting to assess any potential cultural resource impacts of the abandonment.

In response to Ms. Burke's request, WisDOT Bureau of Equity and Environmental Services (James Becker, Archaeology Program Manager) organized a Section 106 consultation meeting that was held on September 29, 2010 at the WisDOT Northeast Region office in Green Bay, WI. The Oneida THPO, Wisconsin SHPO, WisDOT representatives, FHWA Program Operations Engineer, and utility representatives attended.

Key conclusions relevant to the WCL Railroad abandonment:

- The proposed abandonment will not have the potential to affect any properties on or eligible for inclusion on the National Register of Historic Places.
- Oneida THPO noted there could be a potential for affecting potential culturally sensitive areas during salvage operations.
- An addendum to the original Section 106 MOA would be prepared to address Oneida THPO concerns.

An amendment to the original Section 106 MOA for the US 41/WIS 29 project was subsequently prepared and executed by WisDOT (10/19/10), FHWA (10/22/10), Oneida THPO (10/26/10), Ho-Chunk THPO (10/22/10) and SHPO (11/15/10). See **Exhibit 3**.

Key stipulations in the MOA amendment concerning the WCL Railroad abandonment:

- A medicinal/traditional plant assessment will be conducted and documented as appropriate prior to ground clearing/disturbing activities that could harm such plants.
- WisDOT will include special provisions in the force work agreement between WisDOT and the WCL Railroad to ensure timely coordination, tribal monitoring, and tribal training/protocols are taken into consideration with the Oneida THPO.

Based on the extensive and cooperative efforts by the Oneida Tribe of Indians of Wisconsin, Ho-Chunk Nation, Wisconsin SHPO, WisDOT and FHWA, and to allow the WisDOT highway project to proceed as scheduled, WisDOT respectfully encourages the Board to consider recognizing the FHWA Section 106 process and its completion by Memorandum of Agreement and Amendment. WisDOT has consulted with FHWA, the Oneida Tribe of Indians of Wisconsin, and WCL, and all concur with this approach.

Sincerely,



Kathleen Chung
Assistant General Counsel
Wisconsin Department of Transportation

Enclosures

cc: Ms. Corina Burke, Oneida Tribe of Indians of Wisconsin Tribal Historic Preservation Officer
Attorney Michael Barron, Wisconsin Central Ltd.
Ms. Brigit Brown, Wisconsin Department of Natural Resources
Mr. David Kopacz, Federal Highway Administration
Mr. William Quackenbush, Ho-Chunk Nation Tribal Historic Preservation Officer
Mr. Michael Stevens, Wisconsin State Historic Preservation Officer
Ms. Sheri Walz, Wisconsin Department of Transportation

CERTIFICATE OF SERVICE

I hereby certify that I have caused the foregoing letter and attachments in regards to **AB303 (Sub-No. 36X)**, by electronic mail or regular mail, pursuant to 49 C.F.R. §1104.12, this 10th day of November 2011, on all parties of record on the service list.



Kathleen Chung, Attorney
State Bar no. 1032802
Wisconsin Department of Transportation
Office of General Counsel



U.S. Department
of Transportation
**Federal Highway
Administration**

Wisconsin Division

City Center West
525 Junction Road
Suite 8000
Madison, WI, 53717
Phone # 608-829-7500

Date: January 8, 2010

HAT-WI

FEDERAL HIGHWAY ADMINISTRATION **FINDING OF NO SIGNIFICANT IMPACT**

Project ID: 9202-07-01/02 & 1133-03-02
Highway: USH 41 & WI 29 Interchange
Termini: WI 29: CTH J to USH 41
 USH 41: WI 54 to Memorial Drive
County: Brown

This Finding Of No Significant Impact (FONSI) is based on the attached environmental document, which has been independently evaluated and determined to adequately and accurately discuss the environmental issues and impacts of the proposed project. It provides sufficient evidence and analysis for determining that an environmental impact statement and public hearing are not required.

Accordingly, it is concluded this project will not have any significant impact on the human environment.

Approved:

A handwritten signature in cursive script that reads "Kathleen Graber".

Kathleen Graber
Environmental Program Manager

Attachment

ENVIRONMENTAL EVALUATION OF FACILITIES DEVELOPMENT ACTIONS

Wisconsin Department of Transportation
DT2094 1/2008

| | | |
|---|---|---|
| Project ID 9202-07-01, 9202-07-02 and 1133-03-02 (see note below*) | Funding Source <input type="checkbox"/> State Only <input type="checkbox"/> Federal <input checked="" type="checkbox"/> State and Federal | Federal Number |
| Project Name (Highway, Airport, Rail Line) USH 41/STH 29 Interchange | | Project Termini STH 29—CTH J to USH 41 USH 41—STH 54/Mason Street to Memorial Drive |
| Section | County Brown | Estimated Project Cost (Include RW Acquisition) \$196 Million |
| National Highway System (NHS) Route <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No STH 29 and USH 41 | Functional Classification of Existing Route <input checked="" type="checkbox"/> Urban Freeway/Expressway <input type="checkbox"/> Urban Principal Arterial <input type="checkbox"/> Urban Minor Arterial <input type="checkbox"/> Urban Collector <input type="checkbox"/> Urban Local <input type="checkbox"/> Urban No Functional Class | <input type="checkbox"/> Rural Freeway/Expressway <input type="checkbox"/> Rural Principal Arterial <input type="checkbox"/> Rural Minor Arterial <input type="checkbox"/> Rural Major Collector <input type="checkbox"/> Rural Minor Collector <input type="checkbox"/> Rural Local <input type="checkbox"/> Rural No Functional Class |

* Multiple project identification numbers provided for cross reference to project design sections:

- Project I.D. 9202-07-01 design termini (CTH J to CTH EB)
- Project I.D. 9202-07-02 design termini (CTH EB to USH 41)
- Project I.D. 1133-03-02 design termini (Mason Street to Memorial Drive)

It is determined, after review of the comments from the public, and coordination with other agencies, that this action would not significantly affect the quality of the human environment. This document is a

Finding of No Significant Impact (FONSI)

Environmental Assessment (EA) No Significant Impacts Indicated by Initial Assessment

Environmental Assessment (EA) EIS Required

Environmental Report (2-ER)

(Signature) (Date)

(Title)

(Signature) (Date)

(Title)

Paul Vanev PE 12/29/09

(Signature) (Date)

Region Aeronautics Rails & Harbors

[Signature] 1/3/10
for Director, Bureau of Equity & Environmental Services (Date)

Kathleen Greber 1/8/10

 FHWA FAA FTA FRA (Date)

(Signature) (Date)

(Title)

(Signature) (Date)

(Title)

Paul Vanev PE 9/2/09

(Signature) (Date)

Region Aeronautics Rails & Harbors

[Signature] 9/10/09
for Director, Bureau of Equity & Environmental Services (Date)

[Signature] 9/10/09

 FHWA FAA FTA FRA (Date)

**MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION
AND THE WISCONSIN STATE HISTORIC PRESERVATION OFFICE
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36CFR 800.6(b)(iv)
REGARDING CONSTRUCTION OF US 41/WIS 29 INTERCHANGE
BROWN COUNTY, WISCONSIN**

Whereas the Federal Highway Administration (FHWA) proposes to reconstruct the US 41/WIS 29 systems interchange in Brown County, Wisconsin. The proposed undertaking also includes reconstruction of WIS 29/Shawano Avenue from County J west of the interchange to Taylor Street east of the interchange, and reconstruction of US 41 from WIS 54/Mason Street south of the interchange to Memorial Drive north of the interchange. The design phase project identification numbers are: I.D. 9202-07-01 (WIS 29 from County J to County EB), I.D. 9202-07-02 (WIS 29 from County EB to Taylor Street), and I.D. 1133-03-02 (US 41 from Mason Street to Memorial Drive), and

Whereas the FHWA in consultation with the Wisconsin State Historic Preservation Office (SHPO), has defined the proposed undertaking's Area of Potential Effects (APE) in accordance with 36 CFR 800.16(d) and has determined that the proposed undertaking may have adverse effects on properties eligible for listing in the National Register of Historic Places (NRHP) pursuant to 36 CFR 800.4(c). The properties are Pamperin Park which is eligible to the NRHP under Criterion A (history) and Criterion C (architecture) and the Pamperin Park North Archaeological Site (47-Br-389) which is eligible to the NRHP under Criterion D (sites that have yielded or may be likely to yield information important in prehistory or history), and

Whereas, the Wisconsin SHPO and Oneida THPO have reviewed and concurred with the data recovery plan titled: "*A Data Recovery Plan for Pamperin Park North (47-Br-389)*", and

Whereas the FHWA has notified the Advisory Council on Historic Preservation (Council) of the potential adverse effects and invited the Council's participation in the undertaking pursuant to 36 CFR 800.6(a)(1), and

Whereas the public has been given an opportunity to comment on the undertaking's effects pursuant to 36 CFR 800.6(a)(4) through public information meetings, newsletters, notices regarding project impacts, and

Whereas, the Oneida Nation of Wisconsin has participated in the consultation and has been invited to sign this Memorandum of Agreement (MOA); and

Whereas, the Wisconsin Department of Transportation (WisDOT) has participated in the consultation and has been invited to sign this MOA; and

Whereas, the Ho-Chunk Nation, and the Menominee Indian Tribe of Wisconsin (Consulting Tribes) have participated in the consultation and have raised concerns regarding burials and potential archaeological sites that are associated with the proposed project, and have been invited to concur in this MOA; and

Whereas, the consulting parties agree that it is in the public interest to expend funds to implement this project through the documentation/mitigation and recovery of significant information from archaeological site (Pamperin Park North – archaeological site) to mitigate the adverse effects of the project, which has been determined eligible for the national register under Criterion D; and

Now, therefore the FHWA and the Wisconsin SHPO agree that upon submission of this executed MOA to the Council in accordance with 36 CFR 800.6(b)(1)(iv) and upon the FHWA's approval of the proposed undertaking, the FHWA and WisDOT shall ensure that the following stipulations are implemented in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

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

Historical Resource

Pamperin Park is eligible for listing in the National Register of Historic Places (NRHP) under Criterion A (History) and Criterion C (Architecture). The proposed undertaking will not have an adverse effect, directly or indirectly, on the characteristics of Pamperin Park that qualify it for listing in the NRHP PROVIDED that the following conditions are a part of project implementation:

H1. National Registration Nomination will be prepared and submitted to the keeper for consideration.

H2. Park Entrance

- Provide electronic gate at new park entrance (off new South Frontage Road) to prevent vehicular access afterhours and provide security lighting.
- Construct new entrance road to meet handicapped accessibility guidelines and use side slopes that are conducive to mowing.
- Place signs on the new frontage road and WIS 29 directing visitors to the park entrance.
- Remove and restore the old entrance road with native prairie plant seeding.
- Move the historical marker stone from the old entrance to the new entrance.
- Place bollards or rock at the old entrance to prevent vehicular traffic from using it.
- Place signage at old entrance directing users to the new entrance.

H3. Existing Park Trail

- Reconstruct the existing park trail that passes under WIS 29 via the Duck Creek structures.
- Reconstruct the portion of the existing park trail that has a crushed screening surface.

H4. Duck Creek Structures

- The new WIS 29 structures over Duck Creek will have one in-stream pier versus two existing in-stream piers to minimize potential spring flooding in Pamperin Park due to ice jams.

***Note** Design efforts are considering the feasibility of eliminating in-stream piers by constructing a set of single-span bridges.*

H5. Construction Timing/Notice

- The existing entrance road will be left in place until the new South Frontage Road is completed and a new park entrance is available.
- Park closure will be kept to a minimum with the possibility of opening it up for weekend facility rentals and general use. The best time for closure would be November 1 to April 1 of the construction year(s).
- WisDOT will provide media releases to notify the public about park closure and will erect signs during construction indicating when the park will be closed.

H6. All work within the defined boundaries of the historic Pamperin Park will follow **Attachment #4**

Archaeological Resources

The WisDOT will mitigate project effects to the Pamperin Park North Site (47-Br-389) in accordance with the provisions set forth in the data recovery plan, entitled, "*A Data Recovery Plan for Pamperin Park North (47-Br-389)*".

On Site Monitoring – (regarding burial related features)

1. The WisDOT regional project manager will notify the SHPO/THPO, WisDOT Bureau of Equity and Environmental Services (BEES), and Consulting/interested Tribes ten days prior to the start of construction for monitoring purposes
2. A professional archaeologist as defined in the Secretary of the Interior's Professional qualifications Standards (48 FR 44738), will monitor sub-grade construction excavation activities for burial related features at the following locations:
 - a. CTH J
 - b. Storm water/retention ponds
 - c. Old park entrance road to "Pamperin Park"
 - d. Ditching activities along STH 29 (deep ditching activities)
 - e. Upon completion of the monitoring activities, a summary report of the results will be provided to WisDOT -BEES, who will provide copies to the consulting parties of this MOA.
3. Prior to commencement of the above-mentioned excavation construction activities, WisDOT (BEES – primary/NE Region Secondary) will contact the Oneida THPO (currently Corina Burke) and offer the opportunity to provide a tribal monitor during the on-site monitoring activities for burial related features.
 - a. As of September 2009 current contact information for Corina Burke Oneida THPO: CBurke@oneidanation.org or 920-490-2096.
4. The tribal monitor will be allowed to assess ground-disturbing activities in the areas listed above for culturally significant/important burial related features.
 - a. To ensure human safety, this activity shall be coordinated with the on-site WisDOT regional representative.

5. Upon discovery of an undisturbed burial related feature, the archaeologist will inform the PM to stop construction activities in the immediate area and to fence off the site area.
 - a. The archaeologist is responsible for advising the on-site WisDOT representative the proper location of the required fencing. The site will remain fenced off until site assessment is completed.
6. The Reinheart Camp site (47-Br-96) will be monitored by a qualified archaeologist during construction.
 - a. Submit to THPO/SHPO monitoring results of construction related activities at Reinheart Camp site (47-Br-96).

Inadvertent or Post Review Discoveries

The WisDOT will ensure that protective steps are taken to safeguard archaeological site(s) and/or human remains after working hours. Measures will include one or more of the following: fencing, signage, temporary backfilling of area to conceal the location, and notification of local authorities to include the area in their patrol.

Non-burial Related

1. The WisDOT construction project manager shall immediately stop construction activities and fence off the site area if any significant inadvertent **nonburial related** discoveries are encountered.
 - a. *On federal or tribal owned lands in trust, reservation, or allotted status.* The project manager will immediately notify BEES and BEES will notify FHWA, THPOs the Oneida Nation of Wisconsin, the Ho-Chunk Nation, and the Menominee Indian Tribe of Wisconsin. Through expedited consultation pursuant to 36 CFR800.13(b) a recommendation in accordance with NAGPRA (43 CFR Part 10) will be provided regarding treatment to resolve project impacts. A recommendation will be provided regarding treatment to resolve project impacts. The site area will remain fenced off until BEES notifies the WisDOT construction project manager that construction may again proceed in the area of the discovery.
 - b. *On state or privately owned lands.* The project manager will immediately notify BEES and BEES will notify FHWA, the SHPO, THPOs the Oneida Nation of Wisconsin, the Ho-Chunk Nation, and the Menominee Indian Tribe of Wisconsin. Through an expedited consultation pursuant to 36 CFR 800.13(b), a recommendation will be provided regarding treatment to resolve project impacts. The site area will remain fenced off until BEES notifies the WisDOT construction project manager that construction may again proceed in the area of the discovery.

Burial Related

2. The WisDOT construction project manager shall immediately stop construction activities and fence off the site area if any inadvertent **burial related** discoveries are encountered.

- a. *On federal or tribal owned lands in trust, reservation, or allotted status.* If Native American human remains and/or objects subject to the provisions of the NAGPRA, i.e. burials, associated and unassociated funerary objects, sacred objects and objects of cultural patrimony, are encountered during construction for this undertaking, WisDOT shall notify and consult with the FHWA, THPOs the Oneida Nation of Wisconsin, the Ho-Chunk Nation, and the Menominee Indian Tribe of Wisconsin to determine appropriate treatment measures for the remains and/or objects. It shall be the responsibility of FHWA and WisDOT to either preserve or repatriate the human remains, and associated objects, depending on the agreed upon determination of the consulting parties.

In the event of an inadvertent discovery of archaeological materials not subject to NAGPRA, work shall immediately stop in the area of discovery and WisDOT shall comply with 36 CFR 800.13 (b) to notify and consult with FHWA, SHPO, THPOs the Oneida Nation of Wisconsin, the Ho-Chunk Nation, and the Menominee Indian Tribe of Wisconsin, other interested consulting parties, and the Advisory Council on Historic Preservation (ACHP).

- b. *On state or privately owned lands.* The treatment of burial related discoveries will comply with Wisconsin s.s. 157.70. Any such finds will be considered within the category of a "known uncatalogued burial site", and a Wisconsin Historic Preservation Division standard contract for treatment of human remains will be followed **attachment #2**. This attachment will be completed in the event of a discovery.
1. If human remains are discovered, all construction in the area of the discovery will be stopped and the area protected. The project manager will immediately notify BEES and BEES will notify FHWA, the SHPO, THPOs the Oneida Nation of Wisconsin, the Ho-Chunk Nation, and the Menominee Indian Tribe of Wisconsin, and interested consulting parties of these discovery(ies).
 2. Human remains removed from the site, will be temporarily housed at a facility identified in **attachment #2** until final disposition.
 3. Re-interment of human remains and associated objects with Native American cultural affiliation will be carried out in accordance with provisions in Wisconsin s.s. 157.70.
 4. Disposition of human remains and associated objects with Euro-American cultural affiliation will follow priorities established in Wisconsin s.s. 157.70.
 5. All re-interred burials will be cataloged in accordance with Wisconsin s.s. 157.70.
 6. Human skeletal elements discovered in non-burial context (unintended or accidental location) are considered isolated human remains.
 - a. Isolated remains may include, but not limited to; teeth, bones in previously disturbed context (e.g. fill), and bones in refuse context.
 - b. Disposition of these remains will be coordinated in consultation with the

FHWA, THPOs the Oneida Nation of Wisconsin, the Ho-Chunk Nation, and the Menominee Indian Tribe of Wisconsin, and interested consulting parties of this project upon completion of the construction activities.

- A2. The WisDOT will conduct archaeological surveys for borrow, batch plants, waste sites, design refinements (including erosion), and staging areas to be used for this project. If significant discoveries of non-burial related archaeological properties are discovered, Section 106 procedures pursuant to 36 CFR 800 will be followed or another area will be obtained for borrow, batch plants, waste sites and staging areas.
- a. *On state or privately owned land:* If human bone is discovered, work will stop immediately in the area, WisDOT will consult with the FHWA, SHPO/THPO, Consulting Tribes and adhere to the guidelines set forth in s.s. 157.70.
 - b. *On tribal, federal, or privately owned land on tribal lands:* If human bone is discovered, work will stop immediately in the area, WisDOT will consult with FHWA, THPO, Consulting Tribes and adhere to the guidelines established in NAGPRA (43 CFR Part 10).
- A3. There will be no staging of equipment around the Duck Creek and Old Shawano Ave, refer to **attachment #3** for illustration.
- A4. The WisDOT will ensure construction contracts pertaining to the construction of the US 41/WIS 29 Interchange project in Brown County, Wisconsin contains language describing the potential delays to the contractor due to potential discoveries (archaeological and or burial).
- A5. The WisDOT (BEES) shall ensure interim reports are provided to the SHPO/THPO annually until the final report is completed.
- A6. The Oneida THPO (Corina Burke) will be offered an opportunity to discuss culturally sensitive issues at the pre-construction meeting.
- A7. THPOs of Consulting Tribes will be offered an opportunity prior to the start of data recovery field investigations to meet with archaeologists to discuss culturally sensitive issues regarding field procedures and discoveries.

OTHER TERMS AND CONDITIONS

Public Interpretation

- P1. WisDOT shall form a committee, known as the "Public Interpretation Committee" (PIC) consisting of the FHWA, WisDOT, SHPO, Oneida THPO, Consulting Tribes, archaeologist,

and a representative of the local historical society.

P2. The FHWA and WisDOT shall determine a budget through consultation with the PIC that is commensurate and prudent to the information obtained from the data recovery.

P3. The PIC shall establish a Public interpretation plan (Plan). The Plan shall include background information on the general pre-contact and post-contact history of the area and specifically, information based on the archaeological and architectural history survey results and analyses of what activities occurred historically in and around the project area. As well, the Plan shall include a description of what surveys were undertaken to derive this information, and how they were carried out.

P4. The PIC shall incorporate into the Plan: a mechanism(s) to display the public interpretation, and include locations for the public interpretation.

- a. Potential mechanisms for public interpretation may include signage, portable/temporary public or museum type displays, handouts and Internet-based materials. Presentations, discussions, conducted by tribes.
- b. Potential locations for public interpretive displays may include public buildings, other cities, town or county buildings or historical centers.

P5. The mechanism for the public interpretation will be chosen within one (1) year after the data recovery is completed (completion is when the SHPO/THPO concurs with the data recovery report). The public interpretation plan will be completed within one (1) year after the mechanism(s) of interpretation is selected.

P6. Media events regarding cultural resources being conducted within the boundaries of the Oneida Indian reservation will follow the protocols outlined in **attachment #1**.

P7. Media events regarding cultural resources being conducted outside the boundaries of the Oneida Indian reservation will be coordinated through the WisDOT region, with notifications being provided to the Oneida THPO (Corina Burke).

Curation

Features/materials determined to be:

C1. *On state or privately owned land:* WisDOT will ensure all records and materials will be curated in accordance with the Secretary of Interior Guidelines, 36 CFR 79, and compliance to Wisconsin s.s. 44.40.

C2. *On tribal, federal, or privately owned land on tribal lands:* WisDOT will ensure that all records and materials will be curated in accordance with the stipulations set forth in NAGPRA (43 CFR Part 10).

Reports

R1. WisDOT will ensure that an interim report of findings will be submitted annually to the SHPO/THPO annually, until completion of the data recovery, which consists of field and

laboratory work.

R2. WisDOT will ensure that archaeological reports will be completed within two (2) years upon completion of the data recovery, which includes lab analysis. All reports will be in compliance with contemporary professional standards and with the *Department of Interior's Format Standards for Final Reports of Data Recovery Programs (47 FR 5377-79)*. Precise locational data may be provided only in a separate appendix if it appears that its release could jeopardize the security of the archaeological site(s).

Professional Qualifications

Q1. WisDOT shall ensure that all archaeological and historic preservation work conducted pursuant to this agreement is carried out by or under the supervision of a person or persons meeting at a minimum the Secretary of the Interior's Professional Qualifications Standards. These guidelines include field research, analysis, report preparation and curation.

Monitoring

M1. On or before January 1 of each year until the terms of this agreement have been fulfilled, FHWA or its agent shall prepare and provide an annual report to the SHPO/THPO, consulting tribes addressing the stipulations in this MOA.

ASI [Archaeological Site Inventory] - Update

D1. WisDOT will ensure that information resulting from the archaeological survey and data recovery is provided to the State Archaeologist in a form acceptable for inclusion in the WHS, Historic Preservation Division's database.

Dispute Resolution

DR1. Should any signatory to this MOA object to any action carried out or proposed by the FHWA with respect to the implementation of this MOA for US 41/WIS 29 Interchange project. The FHWA shall consult with the objecting signatory to resolve the objection. The signatories shall resolve disputes regarding the completion of the terms of the Agreement in compliance with 36 CFR 800. If the signatories cannot agree regarding a dispute, any one of the signatories may request the participation of the Council to assist. If after initiating such consultation the FHWA determines that the objection cannot be resolved through consultation, the FHWA shall forward all documentation relevant to the objection to the Council in accordance with 36 CFR 800.

DR2. Disputes regarding disposition of human remains on *state or privately owned lands* will be in accordance with stipulations set forth in s.s. 157.70.

DR3. Disputes regarding disposition of human remains on *tribal or federally owned lands* will be in accordance NAGPRA (43 CFR Part 10).

Amending or Terminating

Any party to this agreement may propose to the FHWA that the agreement be amended or terminated, whereupon the agency shall consult with the other parties to this agreement to consider such an action. The execution of any such action shall be governed by 36 CFR 800.

Preservation of Jurisdiction

Nothing in this Agreement shall be deemed a concession by any party as the existence or lack of jurisdiction by the Tribe of State over Tribal members or by the Tribe over non-members. Nothing herein shall be a grant of jurisdiction by the Tribe to the State or the State to the Tribe. This Agreement is not intended to alter the existing jurisdiction of any party, and by approving the Agreement, neither party is conceding or agreeing to any jurisdiction of the other party that would not otherwise exist.

Effect on Treaty Rights

Oneida Nation of Wisconsin and the Federal Highway Administration agree that nothing in this Agreement in any way changes or diminishes rights reserved to the Oneida Nation of Wisconsin and are guaranteed by any of its Treaties with the United States Government.

Sunset Provision

This agreement shall be null and void if its terms are not carried out within two (2) years of date of completion of construction (2014 projected), which includes field and laboratory work, unless the signatories agree to an extension for carrying out its terms. In such event, FHWA shall so notify the parties to this agreement and if it chooses to continue with the undertaking, shall re-initiate review of the undertaking in accordance with 36 CFR Part 800.

Execution of this Memorandum of Agreement by FHWA and WisDOT as co-lead agencies, the Wisconsin SHPO, and the Oneida Nation of Wisconsin on the implementation of its terms is evidence the FHWA has taken into account the effects on the proposed US 41/WIS29 Interchange project (Project ID 9202-07-01/02 and 1133-03-02) on historic properties and afforded the Advisory Council on Historic Preservation the opportunity to comment on the undertaking.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF AGREEMENT AS OF THE LAST SIGNATURE DATE BELOW.

Invited Signatories:

Federal Highway Administration

By: _____

Date: _____

Printed Name/Title

Oneida Tribe of Indians of Wisconsin

By: _____

Date: _____

Richard G. Hill – Tribal Chairman
Printed Name/Title

Wisconsin State Historic Preservation Office

By: _____

Date: _____

Printed Name/Title

Wisconsin Department of Transportation

By: _____

Date: _____

Printed Name/Title

Concurring Parties:

NATIVE AMERICAN TRIBES

CONCUR:

Ho-Chunk Nation

By: _____

Date: _____

Printed Name/Title

Concurring Parties (cont.):

NATIVE AMERICAN TRIBES

CONCUR:

Menominee Indian Tribe of Wisconsin

By:_____

Date:_____

Printed Name/Title

Attachment #1

MEDIA PROTOCOL

To be used when sites are being surveyed within the Oneida reservation boundaries.

During Survey/ Construction if media approaches:

The Foreman will immediately call Corina Burke @ (920) 713-8554
Tribal Historic Preservation Officer Director for all cultural history component of site and
direct/refer all media reach by phone @ 920-713-8554 Cell or @ 920-496-5386 office.

After referring or directing them to the THPO, the Archeologist should immediately contact
Corina Burke by phone.

If Corina Burke is unable to be reached for any reason the following people should be
notified until you reach a person by voice:

Phil Wisniski/ Communication Specialist @ 920-869-2214
Bob Brown/Cultural Advisor @ 920-496-5392
Menominee Tribe, Ho-chunk Tribe, Potawatomi Tribe

I will come to the site and handle the media with the correct direction and make necessary
appointments to come back to the site for interviews if needed.

All communication information of historical content will be give by the Cultural Heritage
Staff and/or any other appropriate tribe that wants to respond to the media.

At no time are there to be any photographs/pictures/or handling of anything within the
archeological site without sole permission from the Oneida Tribe.

Attachment #2

Standard Contract (Draft)

This agreement is made with _____ (insert landowner's name and address), the Wisconsin Historical Society (WHS) and _____, (insert archaeological contractor's name and address) for archaeological and analytical services to be performed at _____ (provide address). The purpose of this Contract is to ensure that the excavation and analysis of human remains and associated objects are performed and completed in a timely manner and that sufficient information is provided to the Director of the Wisconsin Historical Society to allow for a disposition decision per Wis. Stat. §157.70(6) and HS 2.05(1) following the completion of the excavation and skeletal analysis.

Deliverables include:

1. The professional archaeological excavation and removal of human remains and any associated objects.
2. The determination of either direct kinship, or the cultural, tribal or religious affiliation of the remains by a "Qualified Skeletal Analyst" as defined in HS 2.02(12) and HS 2.04(6)(b) as well as the minimum and maximum number of individuals identified, including their age, and sex, if possible. To the extent necessary to make the determination, the analysis may also include documentation and description of trauma, evidence for cultural and/or medical intervention, the presence and documentation of pathology, as well as any relevant taphonomic factors. Refer to "Standards for data Collection From Human Skeletal Remains" by J. E. Buikstra and D. H. Ubelaker
3. Soil removed from the bones during cleaning must be retained with the remains for future disposition.
4. It is the responsibility of the archaeological contractor to retain the services of a "Qualified Skeletal Analyst." A current listing of those individuals is appended to this contract and may be found at http://www.wisconsinhistory.org/hp/burialsites/about/bs_skeletalanalyst.pdf.
5. The preparation of an overall site map that references the location of the burial(s) relative to a permanent datum point as well as the preparation of an *in-situ* plan view and profile drawings of the excavation and each burial.
6. Scaled photometric documentation of the disturbance, the excavation and any associated objects.
7. The completion and submittal of an archaeological site inventory (ASI) form to the State Archaeologist's office at the WHS.
8. The archaeological contractor shall be responsible for submitting two copies of his/her report to the director of the WHS for review once the excavation and analysis are completed. The report must include information on the context of discovery and any associated cultural information that would aid in determining the antiquity and direct kinship, or the cultural, tribal or religious affiliation of the remains.
9. The archaeological contractor shall be responsible for transferring all reports generated and copies of field notes, maps, and photographs related to the burial site to the Wisconsin Historical Society, under HS 2.04(10).

A complete literature search and interviews with local residents should be undertaken prior to beginning the excavation. No bone samples may be harvested for study without the expressed

permission of the director under HS 2.04(9) and particular care should be taken to follow pages 84-102 of the 1997 Wisconsin Archaeological Survey "Guidelines for Public Archaeology in Wisconsin, as Revised," during the excavation and recording of the human remains and associated objects. It is the responsibility of the archaeological contractor to secure a field permit under Wis. Stat. §44.47(4) from the State Archaeologist prior to initiating fieldwork on state, county or municipal land. No images, pictures, or video of the burial, or work on the human remains, may be used in any public presentation or report. Drawings and illustrations based upon the above and the fieldnotes are appropriate.

The terms of payment shall be arranged between _____ (the landowner) and _____, (the archaeological contractor), but in no case shall more than 50% of the total agreed upon payment shall be paid to the archaeological contractor until the report is received and approved by the director of the WHS. An 'archaeologist qualified to excavate burials' shall be on-site at all times during the excavation and the archaeological contractor will hold temporary custody of the remains and any associated artifacts in a secure facility until such time as a disposition decision is made by the Wisconsin Historical Society.

If the stipulations stated above are not carried out by the agreed-upon timelines in this contract; the project sponsor (WISDOT) retains responsibility of the remains and shall execute a new contract for the service deliverables contained in this contract. This contract will remain in effect until the work has been successfully completed and agreed upon by the Director or designee of the Historical Society.

The excavation will be completed no later than _____. The analysis will be completed by _____ and the report will be submitted to the director of WHS no later than _____. It is understood by all parties that inadvertent discoveries during the course of the excavation may result in unforeseen delays; such delays must be immediately communicated to and coordinated with the Program Coordinator, Mr. Sherman Banker (608-264-6507), at the Wisconsin Historical Society so that a new field completion date may be negotiated. Results of the analysis may not be published or presented in a public forum prior to the acceptance of the final report by the Wisconsin Historical Society.

Signed/Dated: _____ (the landowner).

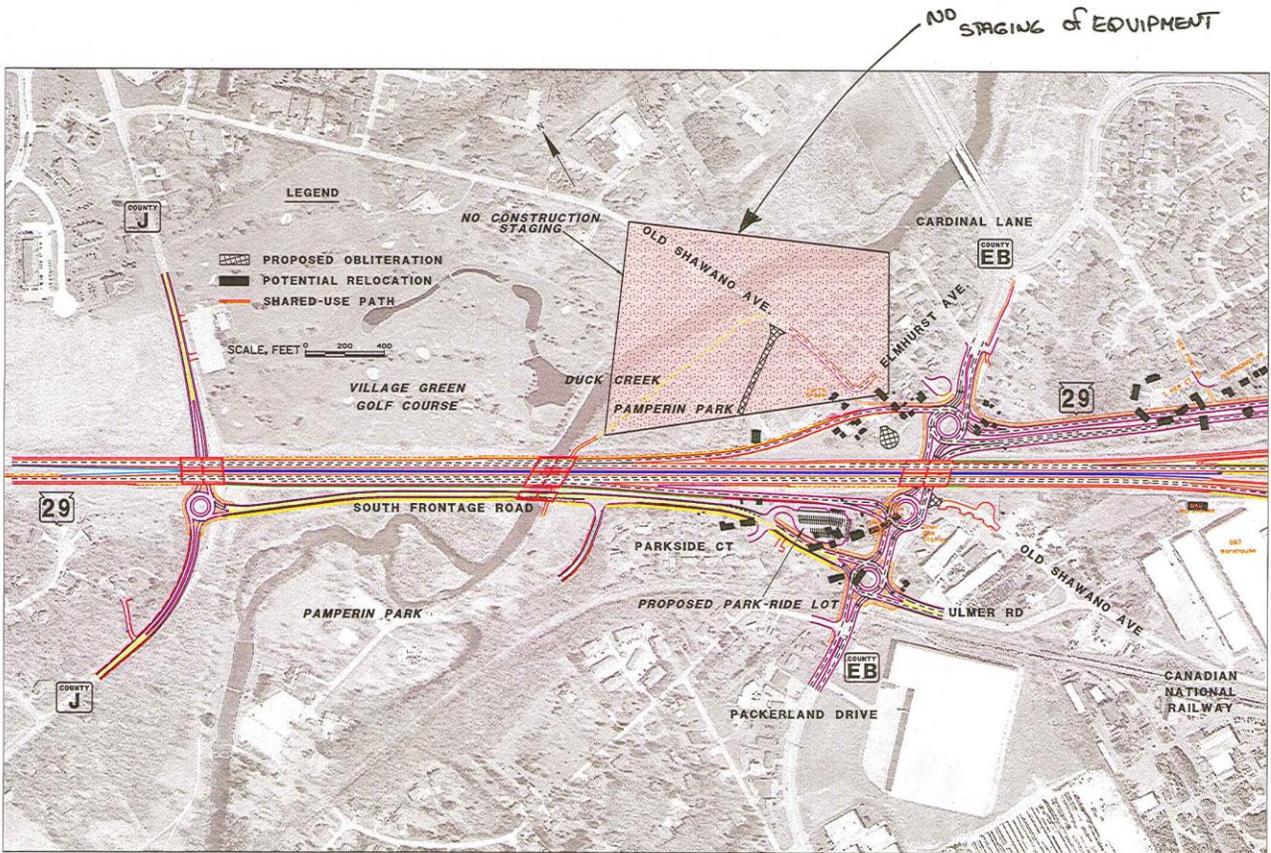
Signed/Dated: _____ (the archaeological contractor).

Signed/Dated: _____ (Wisconsin Historical Society).

Attachment #3

“No staging of equipment”

(As illustrated in the hatched area)



Attachment #4

Pamperin Park

1. WisDOT BEES will meet in person or by phone with the design team for this project to explain the importance of the historic characteristics of Pamperin Park and the role and use of the Secretary of the Interior's Standards and Guidelines in designing any changes that might affect the characteristics that qualify Pamperin Park for the National Register.
2. WisDOT NE Region will send to BEES for transmittal and consultation with WisSHPO and Oneida THPO plans for any work that is part of this project that is within the boundaries of the historic property designated as Pamperin Park in the Determination of Eligibility.
3. WisDOT NE Region will send these plans at the preliminary and 90% stage.
4. Consultation with some consulting parties has led to the inclusion in this project of actions within or adjacent to Pamperin Park. If these actions are part of the final design, they will be included in the work subject to review and comment by the WisSHPO and Oneida THPO with regard to compliance with the Secretary's Standards and Guidelines. These actions include: the electronic gate, new entrance road, restoration of old entrance road area, relocation of the historical marker to the new entrance, placement of bollards or rocks and signage at old entrance site, and reconstruction of the park trail.
5. WisDOT NE Region will inform WisDOT BEES of any other work within Pamperin Park that is not specifically listed in item 4, above, and that is subsequently proposed as part of this project. If WisDOT BEES determines that this new work might affect those characteristics that qualify Pamperin Park for listing in the National Register of Historic Places (as designated in the Determination of Eligibility), WisDOT BEES will consult with WisSHPO and Oneida THPO to ensure compliance of this new work with the Secretary's Standards and Guidelines.

Execution of this Memorandum of Agreement by FHWA and WisDOT as co-lead agencies, the Wisconsin SHPO, and the Oneida Nation of Wisconsin on the implementation of its terms is evidence the FHWA has taken into account the effects on the proposed US 41/WIS29 Interchange project (Project ID 9202-07-01/02 and 1133-03-02) on historic properties and afforded the Advisory Council on Historic Preservation the opportunity to comment on the undertaking.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF AGREEMENT AS OF THE LAST SIGNATURE DATE BELOW.

Invited Signatories:

Federal Highway Administration

By: Kathleen G. Graber Date: 12/8/09

KATHLEEN G. GRABER, ENV. PROGRAM MANAGER
Printed Name/Title

Oneida Tribe of Indians of Wisconsin

By: Richard G. Hill Date: 12-23-09

Richard G. Hill - Tribal Chairman
Printed Name/Title

Wisconsin State Historic Preservation Office

By: _____ Date: _____

Printed Name/Title

Wisconsin Department of Transportation

By: Eugene S. Johnson Date: 12/8/09

EUGENE S. JOHNSON
Printed Name/Title

Execution of this Memorandum of Agreement by FHWA and WisDOT as co-lead agencies, the Wisconsin SHPO, and the Oneida Nation of Wisconsin on the implementation of its terms is evidence the FHWA has taken into account the effects on the proposed US 41/WIS29 Interchange project (Project ID 9202-07-01/02 and 1133-03-02) on historic properties and afforded the Advisory Council on Historic Preservation the opportunity to comment on the undertaking.

IN WITNESS THEREOF, THE PARTIES HAVE EXECUTED THIS MEMORANDUM OF AGREEMENT AS OF THE LAST SIGNATURE DATE BELOW.

Invited Signatories:

Federal Highway Administration

By: _____

Date: _____

Printed Name/Title

Oneida Tribe of Indians of Wisconsin

By: _____

Date: _____

Richard G. Hill – Tribal Chairman

Printed Name/Title

Wisconsin State Historic Preservation Office

By:  _____

Date: 12/15/09

MICHAEL E. STEVENS - WI STATE HISTORIC PRESERVATION OFFICER
Printed Name/Title

Wisconsin Department of Transportation

By: _____

Date: _____

Printed Name/Title

RECEIVED BY:

DEC 04 2009

Memorandum of Agreement Dated November 2, 2009: Final FHWA - Wisconsin Division Office
US 41/WIS 29 Interchange Reconstruction
Brown County, Wisconsin
Project I.D. 9202-07-01/02 and 1133-03-02

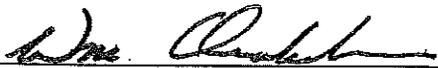
Page 11 of 16

Concurring Parties:

NATIVE AMERICAN TRIBES

CONCUR:

Ho-Chunk Nation

By:  Date: 11.30.09

William Quackembush - Tribal Historic Preservation Officer
Printed Name/Title

RECEIVED

OCT 26 2010

Amended Memorandum of Agreement Dated October 18, 2010:Final
US 41/WIS 29 Interchange Reconstruction
Brown County, Wisconsin
Project I.D. 9202-07-01/02 and 1133-03-02

Page 1 of 6

DIV HIST PRES

W665 CASE # 06-0434/BR

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION
THE ONEIDA TRIBE OF INDIANS OF WISCONSIN TRIBAL HISTORIC PRESERVATION
OFFICE
AND THE WISCONSIN STATE HISTORIC PRESERVATION OFFICE
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36CFR 800.6(b)(iv)
REGARDING CONSTRUCTION OF US 41/WIS 29 INTERCHANGE
BROWN COUNTY, WISCONSIN**

Whereas, the Federal Highway Administration (FHWA), the Wisconsin State Historic Preservation Office (SHPO), and the Oneida Tribe of Indians of Wisconsin (Oneida) THPO entered into a Memorandum of Agreement on December 15, 2009, in accordance with Section 106 of the National Historic Preservation Act of 1966, 16 U.S.C. Section 470 and its implementing regulations (36 CFR part 800) which is still in effect; and

Whereas, the original APE (Area of Potential Effect) for this undertaking has expanded due to utility and railroad actions; and

Whereas, the consulting parties mutually agree to amend that agreement; and

Whereas, the Wisconsin Department of Transportation (WisDOT) has participated in the consultation and has been invited to sign this MOA; and

Whereas, the Ho-Chunk Nation, and the Menominee Indian Tribe of Wisconsin (Consulting Tribes) have participated in the consultation and have raised concerns regarding burials, potential archaeological sites, and areas of cultural importance that are associated with the proposed project, and have been invited to concur in this MOA; and

Whereas, the original stipulations set forth in the Initial Memorandum of Agreement (dated December 8, 2009) are still in effect; and

Whereas, the Wisconsin SHPO and Oneida THPO have reviewed and concurred with the Amendment to Data Recovery Plan (attachment #1) for the Pamperin Park North (47BR389) site; and

Now, Therefore the FHWA, the SHPO, and the Oneida THPO agree that upon the submission of this executed Amendment to the MOA to the Council in accordance with 36 CFR 800.6(b)(1)(iv) and upon the FHWA's approval of the proposed undertaking, the FHWA and WisDOT shall ensure that the following amended Stipulations are implemented in order to take into account the effects of the project on historic properties and culturally sensitive areas.

STIPULATIONS

FHWA and WisDOT shall ensure that the following additional stipulations are implemented:

1. WisDOT will mitigate project effects to the Pamperin Park North Site (47BR389) in accordance with the provisions set forth in the Amendment to Data Recovery Plan (attachment #1).
Date Completed: _____ (1)

2. All utilities (ATC, WPS, Qwest) will develop Access plans describing associated actions and contact information and supply them to WisDOT who will provide copies to the consulting Tribes, THPO, and SHPO.
Date(s) completed:
ATC: _____ (2) WPS: _____ (3) Qwest: _____ (4)

3. All utilities (ATC, WPS, Qwest) will provide one-week advanced notice of activity in order to schedule a tribal protocol/cultural sensitivity training session for all on-site employees involved with the 29/41 Interchange project.
Date(s) completed:
ATC: _____ (5) WPS: _____ (6) Qwest: _____ (7)

4. All utilities (ATC, WPS, Qwest) shall coordinate with the Oneida THPO to determine opportunities to attend tailgate sessions in order to address and comment on tribal protocols.
Date(s) completed:
ATC: _____ (8) WPS: _____ (9) Qwest: _____ (10)
 1. **NOTE:** All utilities (ATC, WPS, Qwest) may be called upon to present in front of the Oneida Business Council.

5. On-site tribal and archaeological monitoring will be present to monitor utility access pits excavated for WPS/Qwest boring activities.
Date(s) completed:
WPS: _____ (11) Qwest: _____ (12)

6. Installation of protective fencing on the northern part of the Pamperin Park North site (47BR389) and the Reinhart campsite (47BR96).
Date(s) completed: _____ (13)

7. Track pads to be used outside the Pamperin Park North site to reduce ground disturbance when ground conditions require.
Date(s) completed: _____ (14)

8. A medicinal/traditional plant assessment will be conducted and documented as appropriate prior to ground clearing/disturbing activities that could harm such plants. (WisDOT-BEES will be responsible for coordinating this effort.)
Date(s) completed: _____ (15)
 1. **NOTE:** A Tribal tobacco ceremony(ies) may be required.

9. All archaeological reports (monitoring, survey, data recovery) will be shared with the SHPO, THPO, and consulting Tribes for review.
Date(s) completed: _____ (16)
10. WisDOT-NER/Rails will include special provisions in the workforce agreement between WisDOT and the Railroad to ensure timely coordination, tribal monitoring, and tribal training/protocols are taken into consideration with the Oneida THPO.
Date(s) completed: _____ (17)
11. WisDOT – BEES (J. Becker) in cooperation with WisDOT-Rails will draft a response to WisDOT Counsel Ms. Chung referencing this meeting and agreed upon actions to be included in WisDOT's response to WCL.
Date(s) completed: _____ (18)

Amending or Terminating

1. Any party to this agreement may propose to the FHWA that the agreement be amended or terminated, whereupon the agency shall consult with the other parties to this agreement to consider such an action. The execution of any such action shall be governed by 36 CFR 800.
Date(s) completed: _____ (19)

Sunset Provision

1. This agreement shall be null and void if its terms are not carried out within two (2) years of date of completion of construction (2014 projected), which includes field and laboratory work, unless the signatories agree to an extension for carrying out its terms. In such an event, FHWA shall so notify the parties to this agreement and if it chooses to continue with the undertaking, shall re-initiate review of the undertaking in accordance with 36 CFR 800.
Date(s) completed: _____ (20)

Execution of these additional stipulations to the Memorandum of Agreement by FHWA and WisDOT as co-lead agencies, the Wisconsin SHPO, and the Oneida Nation of Wisconsin THPO on the Implementation of Its terms is evidence the FHWA has taken into accounts the effect of the proposed US 41/WIS 29 Interchange project (Project ID 9202-07-01/02 and 1133-03-02) on historic properties and afforded the Advisory Council on Historic Preservation the opportunity to comment on the undertaking.

Signatories:

Federal Highway Administration

By: David Kopacz

Date: 10/22/10

Mr. David Kopacz

Oneida Tribe of Indians of Wisconsin

By: _____

Date: _____

Ms. Corina Burke, THPO (Tribal Historic Preservation Officer)

Wisconsin State Historic Preservation Office

By: Michael Stearns

Date: 10/15/10

Michael Stearns, SHPO
Printed Name/Title

Invited Signatories:

Wisconsin Department of Transportation

By: Eugene Johnson

Date: 10/19/10

Mr. Eugene Johnson, (Historic Preservation Officer)

Amended Memorandum of Agreement Dated October 18, 2010:Final
US 41/WIS 29 Interchange Reconstruction
Brown County, Wisconsin
Project I.D. 9202-07-01/02 and 1133-03-02

Page 4 of 6

Execution of these additional stipulations to the Memorandum of Agreement by FHWA and WisDOT as co-lead agencies, the Wisconsin SHPO, and the Oneida Nation of Wisconsin THPO on the implementation of its terms is evidence the FHWA has taken into accounts the effect of the proposed US 41/WIS 29 Interchange project (Project ID 9202-07-01/02 and 1133-03-02) on historic properties and afforded the Advisory Council on Historic Preservation the opportunity to comment on the undertaking.

Signatories:

Federal Highway Administration

By: David Kopacz

Date: 10/22/10

Mr. David Kopacz

Oneida Tribe of Indians of Wisconsin

By: Corina Burke

Date: 10-26-10

Ms. Corina Burke, THPO (Tribal Historic Preservation Officer)

Wisconsin State Historic Preservation Office

By: _____

Date: _____

Printed Name/Title

Invited Signatories:

Wisconsin Department of Transportation

By: Eugene Johnson

Date: 10/19/10

Mr. Eugene Johnson, (Historic Preservation Officer)

Amended Memorandum of Agreement Dated October 18, 2010:Final
US 41/WIS 29 Interchange Reconstruction
Brown County, Wisconsin
Project I.D. 9202-07-01/02 and 1133-03-02

Page 5 of 6

RECEIVED BY:
10/22/10
FHWA - Wisconsin Division Office

Concurring Parties:

NATIVE AMERICAN TRIBES

CONCUR:

Ho-Chunk Nation

By: 

Date: 10/22/10

Mr. William Quackenbush, THPO (Tribal Historic Preservation Officer)

Amended Memorandum of Agreement Dated October 18, 2010:Final
US 41/WIS 29 Interchange Reconstruction
Brown County, Wisconsin
Project I.D. 9202-07-01/02 and 1133-03-02

Page 6 of 6

Concurring Parties (cont.)

Menominee Indian Tribe of Wisconsin

By: _____ Date: _____

Mr. David Grignon, THPO (Tribal Historic Preservation Officer)