

**MEMORANDUM OF AGREEMENT
BETWEEN CITY OF GLENWOOD SPRINGS AND THE
STATE HISTORIC PRESERVATION OFFICER
REGARDING THE EAST LEG WYE ABANDONMENT AND REMOVAL OF TRACKS
IN GLENWOOD SPRINGS, COLORADO**

WHEREAS, the City of Glenwood Springs ("GWS") plans to carry out the East Leg Wye abandonment and removal; and

WHEREAS, the undertaking consists of the abandonment and removal of 0.2 miles of railroad track in downtown Glenwood Springs between mile posts 360.31 and 360.52; and

WHEREAS, GWS has determined that the undertaking may have an adverse effect on historic rail bed and tracks, which are eligible for listing in the National Register of Historic Places, and has consulted with the Colorado State Historic Preservation Officer ("SHPO") pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

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

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

STIPULATIONS

GWS shall ensure that the following measures are carried out:

I. INTERPRETIVE SIGNING

GWS shall install an interpretive sign near the Glenwood Springs Train Depot on the 7th Street right-of-way in downtown Glenwood Springs, Colorado. The content of the signage shall point out the historic nature of rail in Glenwood Springs including the rail line. The signs shall be of a durable material and GWS shall maintain the signage for a period of five years. A draft copy of the text, layout and signage materials will be submitted to the CO SHPO for review and comment.

II. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, GWS may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

III. POST-REVIEW DISCOVERIES

If properties are discovered that may be historically significant or unanticipated effects on historic properties found, the GWS shall implement a discovery plan.

IV. MONITORING AND REPORTING

Following the execution of this MOA and prior to its expiration, GWS 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 GWS's efforts to carry out the terms of this MOA.

V. DISPUTE RESOLUTION

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

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

VI. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) days (or another time period

agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, GWS 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. GWS shall notify the signatories as to the course of action it will pursue.

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

VIII. SIGNATORIES:

CITY OF GLENWOOD SPRINGS

By: Debra Figueroa Date 3/28/17
Debra Figueroa
City Manager

COLORADO STATE HISTORIC PRESERVATION OFFICE

Steve Turner Date 4/3/17
Steve Turner, AIA
State Historic Preservation Officer

