

MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL HIGHWAY ADMINISTRATION,
THE WISCONSIN STATE HISTORIC PRESERVATION OFFICER, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
prepared
pursuant to 36 CFR § 800.6(c)

regarding

WisDOT ID # 2040-17-00
US 45/WIS 100 CORRIDOR STUDY
WEST PUETZ ROAD TO WEST LAYTON AVENUE
MILWAUKEE COUNTY

WHEREAS, the Federal Highway Administration (FHWA) has been requested to participate in the corridor study along US 45/WIS 100 (Project), between West Puetz Road and West Layton Avenue, in the municipalities of Franklin, Hales Corners, and Greenfield, Milwaukee County; and

WHEREAS, the FHWA is the lead agency on the Project with responsibility for completing the requirements of Section 106 of the National Historic Preservation Act (NHPA) 16 U.S.C. § 470 and its implementing regulations; and

WHEREAS, the FHWA has established the Project's Area of Potential Effects (APE), as defined in 36 CFR § 800.16(d), for architecture/history to be all residential and commercial buildings adjacent to any proposed construction and within the project corridor; and

WHEREAS, the FHWA has established the Project's Area of Potential Effects (APE), as defined in 36 CFR § 800.16(d), for archaeology to be the existing and proposed right of way; and

WHEREAS, the FHWA, pursuant to 36 CFR § 800.4(c), has determined that the Bosch Hotel and Tavern (Bosch Tavern) is located in the APE and is the only property in the APE eligible for inclusion in the National Register of Historic Places; and

WHEREAS, the FHWA has determined that the Project will have an adverse effect on the Bosch Tavern by removal of the Tavern from its historic location or, if relocation is not possible, demolition; and

WHEREAS, the FHWA has consulted with the Wisconsin State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) in accordance with Section 106, and its implementing regulations (36 CFR § 800) to resolve the adverse effect of the project on historic properties; and

WHEREAS, the Wisconsin Department of Transportation (WisDOT) and Richard Pullitz, current owner of the Bosch Tavern, participated in the consultation and have been invited to be signatories to this MOA; and

WHEREAS, the Village of Hales Corners (Village), Hales Corners Historical Society and the Hales Corners Historic Preservation Commission, participated in the consultation and have been invited to concur in this MOA; and

WHEREAS, the "Condemnor or displacing agency" is required to fairly compensate the Bosch Tavern owner for property acquired and for other eligible losses as per ss 32.19 suffered that result from as a result of the construction of a public improvement project designed for the benefit of the public as a whole. The legislature finds and declares that compensation for real property and "relocation assistance" are proper costs as per ss32.185 to 32.27 of the Wisconsin State Statutes; and

WHEREAS, "relocation assistance" is defined as the services provided to an owner displaced person who has occupied a dwelling, business or farm operation.

NOW, THEREFORE, the FHWA, SHPO, and the ACHP agree that upon the FHWA's decision to proceed with the Project, the FHWA 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 will ensure that the following measures are carried out:

1. MOVING OF THE BOSCH TAVERN BUILDING

WisDOT or its agent will facilitate a good faith effort that assists the owner of the Bosch Tavern to move the building to an alternate site following the procedures below.

A. Property Impacted by the Highway Project

WisDOT shall purchase the real property including the land and existing Bosch Tavern building impacted by the highway Project. If agreed to by owner, WisDOT shall purchase the remaining land if needed for historic marker location. See Exhibit 2.

B. Alternative Site for Tavern Building

WisDOT shall make a good faith effort to procure an alternate site for relocation of the Bosch Tavern building.

- i. Three private property sites in the general vicinity of the existing tavern location were identified as acceptable by the Consulting Parties. Owners of these sites need to be willing sellers for any lands acquired by WisDOT for the purpose of historic mitigation. WisDOT shall offer to acquire property to be used for an alternate site for the moving of the Bosch Tavern unless the property is already owned by the Bosch Tavern owner. The alternate sites are in the following order of preference (See Exhibit 1):
 - a) Option 1 (Preferred): Parcel directly west of current site that will become the new corner after WIS100 is widened.
 - b) Option 2: Hales Corners Flooring and HC Law Offices parcels north of the current site.
 - c) Option 3: Mid-block parcels currently owned by Richard Putlitz, Bosch Tavern owner.
- ii. If WisDOT is unable to acquire one of the above listed options, WisDOT shall provide the owner of the Bosch Tavern an opportunity to procure an alternate site. SHPO shall approve the owner alternate site.

- iii. If neither WisDOT nor the current owner can procure an alternate site for the relocation of the Bosch Tavern by **September 2014**, WisDOT shall follow steps outlined in Stipulation 1.D of the Memorandum of Agreement.

C. WisDOT Sale of the Building and Procured Alternate Site for Sole Purpose of Moving Tavern

- i. WisDOT shall provide the current Bosch Tavern owner, the right of first refusal to purchase the Bosch Tavern building for \$1, the alternate site and any remnant parcel(s) on the block owned by WisDOT at fair market value or a mutually agreed upon price for the purpose of relocation of the Bosch Tavern building and business. The current Bosch Tavern owner will be responsible for preparing a moving plan, and all activities required to move the building to its new location.
- ii. If the current owner is unwilling or unable to reacquire the Bosch Tavern building, alternate site (Options 1 or 2), and accept the conditions of transfer in Stipulations 1.E and 2 below, WisDOT or its agent shall follow steps outlined in Stipulation 1.D of the Memorandum of Agreement.

D. Identification of New Owner If Current Owner Is Unwilling or Unable

If current owner is unwilling or unable to purchase and move the Bosch Tavern building in accordance with the terms of this MOA.

- i. WisDOT shall grant to the SHPO a Historic Preservation Covenant (Covenant) to protect and preserve the historic integrity of the Bosch Tavern. The Covenant document is attached and incorporated herein as Appendix C.
- ii. WisDOT shall generate Baseline Documentation, as described in Appendix A, after relocating the Bosch Tavern to its new, permanent site.
- iii. WisDOT or its agent will make a good faith effort to identify a new owner willing to accept all conditions.
- iv. To identify a new owner,
 - a. WisDOT or its agent will advertise the tavern's availability in local newspapers (Hales Corners NOW and Milwaukee Journal/Sentinel) and prepare an information packet for transmittal to prospective recipients to include:
 1. Current photographs
 2. Historical information about the building
 3. Description of legal and financial obligations of building recipient
 4. Copy of Secretary of Interior's Standards
 5. Copy of Moving Historic Buildings by John Obed Curtis
 6. Historic Preservation Covenant
 7. Guidelines for completing a Moving Plan (to comply with the requirements of Stipulation 1. E).
 - b. Respondents will have 30 days from receipt of the information packet to return a Moving Plan to WisDOT.

- c. If more than one qualified party submits a Moving Plan for the Bosch Tavern building, WisDOT, in consultation with the SHPO, will develop criteria for selection of the recipient.
- d. Prior to final selection of the recipient, SHPO must have reviewed and approved the Moving Plan, per Stipulation 1.E.
- e. Prior to any moving activities, SHPO and WisDOT or its agent shall follow steps outlined in Stipulation 1.E.v-ix regarding archaeological survey of the proposed alternate site.

E. Moving Plan for Bosch Tavern Building

- i. The current owner or new owner if applicable will develop a Moving Plan to include details of the move and temporary storage (if needed) of the Bosch Tavern building.
- ii. The Moving Plan must be developed and approved prior to the purchase of the building and alternate site (if applicable) from WisDOT.
- iii. The Moving Plan shall meet the Secretary of the Interior's Standards, guidelines identified in John Obed Curtis's Moving Historic Buildings and at a minimum will include the following details:
 - a) Moving schedule, so that it does not interfere with Project construction activities
 - b) Proposed qualified building mover, including examples of previous successful moves
 - c) New location (specify legal parcel)
 - d) Foundation and site preparation
 - e) Parking facilities and access at the new site
 - f) Utilities at the new site
 - g) Landscaping at the new site
 - h) Proposed use of the building at the new site
 - i) Any plan for interior or exterior changes including required changes to meet code
 - j) Party responsible for holding the historic preservation covenant (excluding current owner), if applicable per 1.D. above.
 - k) Historic Preservation Covenant terms (excluding current owner) including Baseline Documentation, if applicable per 1.D. above.
 - l) Temporary storage of the building, if necessary, to include security and mothballing procedures
 - m) Estimated costs to complete the steps outlined in the Moving Plan
- iv. Owner will provide SHPO and WisDOT with an opportunity to review and approve the Moving Plan.
- v. SHPO and WisDOT shall have 30 days to review the plan and provide comment.
- vi. If either SHPO or WisDOT does not approve the Moving Plan and/or alternate site location, they shall notify the owner in writing and coordinate with the owner to revise the plan and/or identify an alternate site.
- vii. During review of the Moving Plan, SHPO will determine if an archaeological survey of the alternate site location is necessary. If archaeological survey is necessary, SHPO will notify WisDOT in writing within 30 days of receipt of the Moving Plan and provide documentation regarding the need for survey.

- viii. WisDOT or its agent will complete the necessary archaeological survey work prior to any building move efforts, including site preparation. An archaeological survey report will be provided to the owner and SHPO within 30 days of the survey completion.
- ix. If an archaeological site that is potentially eligible for inclusion in the National Register of Historic Places is identified in an area that will be directly impacted by the proposed move, WisDOT will coordinate with SHPO according to provisions outlined in Appendix B.1 and B.2. If the alternate site is deemed unsuitable for the moving of the Bosch Tavern building, alternate site options will be reviewed as per Stipulation 1.B.

F. Demolition

- i. WisDOT may begin demolition activities of the Bosch Tavern building if an alternate site cannot be procured by voluntary sale in accordance with standard WisDOT real estate guidelines no later than 18 months prior to the scheduled construction date.
- ii. WisDOT may demolish the Bosch Tavern building if the current owner is unwilling or unable to fulfill requirements outlined above and any of the following occur:
 - a) As a result of advertising its availability, no qualified party comes forward within the 30-day period expressing interest in acquiring the Bosch Tavern building for \$1, acquiring the alternate site, and accepting a historic preservation covenant; or
 - b) A party who has expressed interest fails to return a Moving Plan before the deadline; or
 - c) The selected qualified recipient is unable to arrange for the completion of the building move no later than 18 months prior to the scheduled project construction date.
- iii. At least 6 months prior to demolition, WisDOT must inform SHPO and ACHP in writing that its efforts to move the Bosch Tavern building have not been successful. See Exhibit 3 – MOA Implementation Dates.

2. SHPO REVIEW OF FUTURE EXPANSION OF BOSCH TAVERN

A. The owner of the Bosch Tavern agrees to maintain the building in its current appearance before and after it is moved to a new location. The owner agrees that future additions or changes to the exterior of the Bosch Tavern will be guided by the Secretary of the Interior's Standards for Rehabilitation, and will provide the SHPO with preliminary design plans for the expansion of the Bosch Tavern for review and approval. SHPO will have 30 days to review and provide initial comments, to commence this review and approval process.

B. This provision shall not apply to a new owner, pursuant to Section 1.D.1 above. The Covenant required per 1.D.1 shall prescribe processes for all future SHPO review of actions that may affect the Bosch Tavern.

3. COMMEMORATIVE HISTORIC MARKER

If the Bosch Tavern is moved to an alternate site (not Option 1, 2, or 3 as outlined in Stipulation 1.B) or demolished, WisDOT shall erect a marker commemorating the historic significance of the Bosch Tavern.

A. Historic Marker Location

- i. WisDOT shall make a good faith effort to procure the excess parcel as defined as the remaining portion of the original parcel that currently contains the Bosch Tavern that is not impacted by the Project by voluntary sale for the marker location; or
- ii. If the excess parcel cannot be procured by voluntary sale, WisDOT shall incorporate the marker within the highway right of way in the general vicinity of the original tavern. The marker location shall not impair visibility or any highway safety standards.
- iii. WisDOT shall coordinate SHPO approval for the marker location.

B. Historic Marker Aesthetics

WisDOT shall obtain SHPO approval of the historic marker size, text and construction materials.

C. Historic Marker Erection

WisDOT shall obtain appropriate SHPO approvals and erect the marker within one year after the completion of the highway Project.

D. Historic Marker Maintenance

- i. If the excess parcel is procured by voluntary sale, WisDOT shall deed the excess parcel to the Village of Hales Corners. Within one year of land transfer, the Village shall identify a covenant holder for the parcel and provide any needed maintenance to the parcel and/or marker until such covenant holder is identified.
- ii. If the excess parcel cannot be procured by voluntary sale, WisDOT shall issue a permit to access and maintain the marker to the Village of Hales Corners or covenant holder. The Village shall identify a covenant holder prior to the marker erection and/or provide any needed maintenance to the marker until the covenant holder is identified.

4. BASELINE DOCUMENTATION

After the Bosch Tavern has been relocated, WisDOT shall generate the Baseline Documentation outlined in Appendix A.

5. NATIONAL REGISTER NOMINATION

- A. WisDOT shall re-evaluate the Determination of Eligibility of the Bosch Tavern after the building is moved to its new site. WisDOT shall submit the report to SHPO for review.
- B. If the tavern remains eligible in its new location and if agreed to by owner, to recognize the historic significance of the Bosch Tavern, WisDOT or its agent, in consultation with the SHPO, shall nominate the Bosch Tavern for listing in the National Register of Historic Places by completing a National Register Nomination Form for the Bosch Tavern in accordance with NPS and SHPO requirements including National Register Bulletin: How to Complete the National Register Registration Form. The following items will be submitted:
 - i. Completed NPS Form 10-900, hardcopy and electronic version
 - ii. USGS map per NPS requirements
 - iii. Sketch or other appropriate historic boundary map, per NPS requirements
 - iv. Labeled 5" x 7" photographs (two sets), per NPS requirements
 - v. Labeled digital images (on CD), per NPS requirements

- vi. Review Board PowerPoint presentation (on CD), per SHPO requirements
- vii. Summary paragraph, per SHPO requirements
- viii. National Register checklist, per SHPO requirements

- C. WisDOT or its agent will present the National Register Nomination for the Bosch Tavern at the appropriate State Review Board Meeting, as scheduled by the SHPO.
- D. If agreed to by owner, WisDOT shall submit the appropriate forms for SHPO approval within 6 months after the completion of the highway Project.
- E. If the Bosch Tavern is demolished, the Nomination Form and supplemental materials will be archived at the State Historic Preservation Office and copies provided to the Hales Corners Historic Society (HCHS), and Milwaukee County Historic Society (MCHS).

6. LOCAL HISTORIC DESIGNATION

- A. If the tavern remains eligible as per Stipulation 5A and if agreed to by owner, to recognize the historic significance of the Bosch Tavern, WisDOT or its agent, in consultation with the Village of Hales Corners, Hales Corners Historic Preservation Commission, and HCHS will prepare an application for designation of the Bosch Tavern as a local landmark.
- B. If the Bosch Tavern is demolished, the application for local designation and supplemental materials will be archived at the HCHS and MCHS.
- C. If agreed to by owner, WisDOT shall submit the appropriate forms for approval within 6 months after the completion of the highway Project.

7. ARCHAEOLOGICAL SURVEY OF ALTERNATE TAVERN SITE

WisDOT or its agent will conduct an archaeological survey of the alternate tavern site if necessary and requested by SHPO as per Stipulation 1.E.vii. Any significant discoveries shall follow the procedures outlined in Appendix B.1 & B.2.

8. DISPUTE RESOLUTION

Should any signatory to this MOA (including any invited signatory), per 36 CFR 800.6(c)(1&2), object in writing at any time prior to termination to any actions proposed or the manner in which the terms of this MOA are implemented, WisDOT and FHWA shall consult with such party to resolve the objection. The objection must specify how the actions or manner of implementation is counter to the goals, objectives or specific stipulation of this MOA. If FHWA determines that such objection cannot be resolved, FHWA will:

- A. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the ACHP. The ACHP shall provide FHWA with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any timely advice or

comments regarding the dispute from the ACHP and signatories, and provide them with a copy of this written response. FHWA will then proceed according to its final decision.

- B. If the ACHP does not provide its advice regarding the dispute within the 30 day period, FHWA may make a final decision on the dispute and proceed accordingly. Prior to proceeding, FHWA shall notify the parties to this MOA of its decision regarding the dispute.
- C. FHWA'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.

9. AMENDMENT

Any signatory to this MOA (including any invited signatory) may propose in writing to WisDOT or FHWA that the agreement be amended. Whereupon WisDOT and FHWA shall consult with the other signatory parties (including invited signatories per 36 CFR 800.6(c)(1&2)) to consider such an amendment to the agreement. Any amendment agreed to will be effective on the date a copy is signed by FHWA, WisDOT, SHPO, and the ACHP.

10. PROFESSIONAL QUALIFICATIONS

- A. WisDOT shall ensure that all historic preservation work carried out pursuant to 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 in the field of architectural history, as published in 36 CFR Part 61.
- B. WisDOT shall ensure that all archaeological 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.

11. TERMINATION

This agreement shall be null and void if its terms are not carried out within four (4) years of execution of this MOA, unless the signatories agree in writing to an extension for carrying out its terms. At such time, and prior to work continuing on the undertaking FHWA shall either (a) execute a MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Prior to such time, FHWA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation 9. above. FHWA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by FHWA, ACHP, and the Wisconsin SHPO, and implementation of its terms, evidences that FHWA has complied with Section 106 on the US 45/WIS 100 corridor study and its effects on historic properties and that the FHWA have taken into account the effects of the project on historic properties.

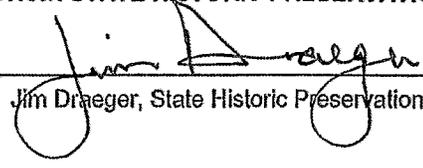
SIGNATORY:
FEDERAL HIGHWAY ADMINISTRATION

BY:  Date: 3/6/2014
Ian Childster, Environmental Program Manager

WIS 09-0648/M1

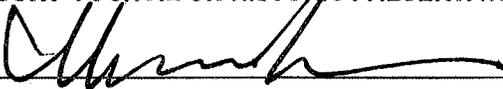
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SIGNATORY:
WISCONSIN STATE HISTORIC PRESERVATION OFFICER

BY:  Date: 3/17/14
Jim Draeger, State Historic Preservation Officer

Execution of this MOA by FHWA, ACHP, and the Wisconsin SHPO, and implementation of its terms, evidences that FHWA has complied with Section 106 on the US 45/WIS 100 corridor study and its effects on historic properties and that the FHWA have taken into account the effects of the project on historic properties.

SIGNATORY:
ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY:  _____ Date: 4/14/14
John M. Fowler, Executive Director

Execution of this MOA by FHWA, ACHP, and the Wisconsin SHPO, and implementation of its terms, evidences that FHWA has complied with Section 106 on the US 45/WIS 100 corridor study and its effects on historic properties and that the FHWA have taken into account the effects of the project on historic properties.

INVITED SIGNATORY:

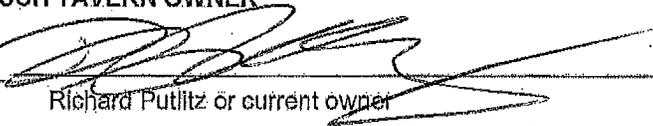
WISCONSIN DEPARTMENT OF TRANSPORTATION

BY: Rebecca Burkel Date: 3/4/2014

Rebecca Burkel, WisDOT Bureau of Technical Services

Execution of this MOA by FHWA, ACHP, and the Wisconsin SHPO, and implementation of its terms, evidences that FHWA has complied with Section 106 on the US 45/WIS 100 corridor study and its effects on historic properties and that the FHWA have taken into account the effects of the project on historic properties.

INVITED SIGNATORY:
BOSCH TAVERN OWNER

BY: 

Richard Putlitz or current owner

Date: 2-28-14

Execution of this MOA by FHWA, ACHP, and the Wisconsin SHPO, and implementation of its terms, evidences that FHWA has complied with Section 106 on the US 45/WIS 100 corridor study and its effects on historic properties and that the FHWA have taken into account the effects of the project on historic properties.

**CONCURRING SIGNATORY:
VILLAGE OF HALES CORNERS**

BY: Robert G. Ruesch Date: 03-10-2014
Robert Ruesch, Village of Hales Corners President

EXHIBIT 1: MAP OF ALTERNATE SITE OPTIONS

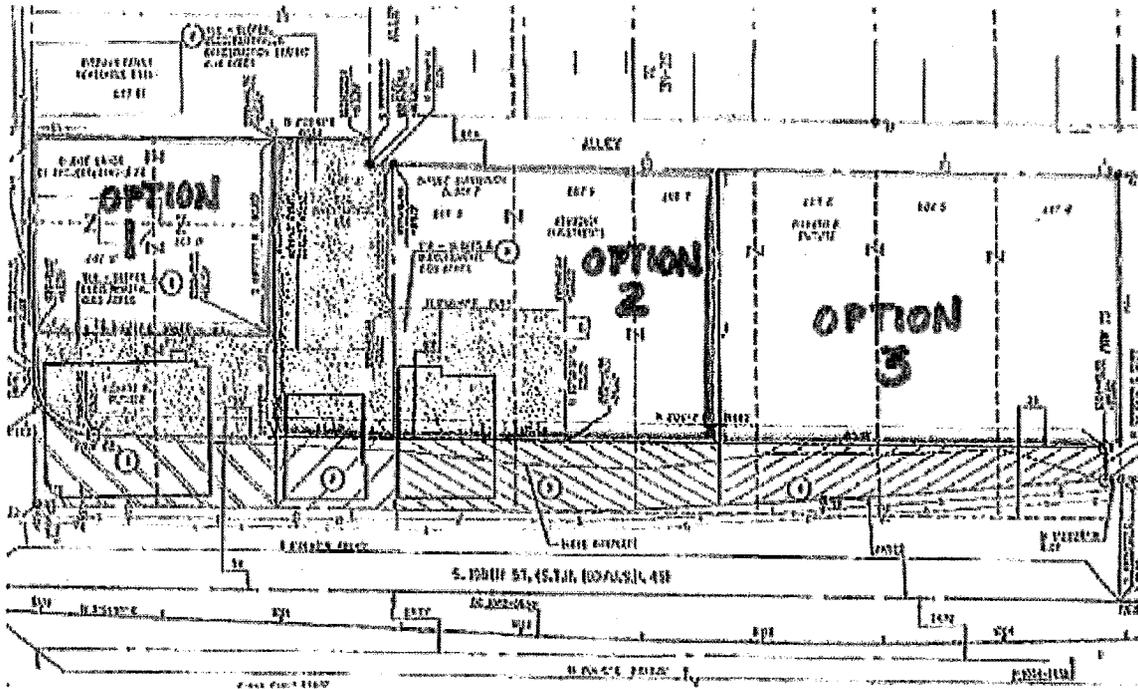
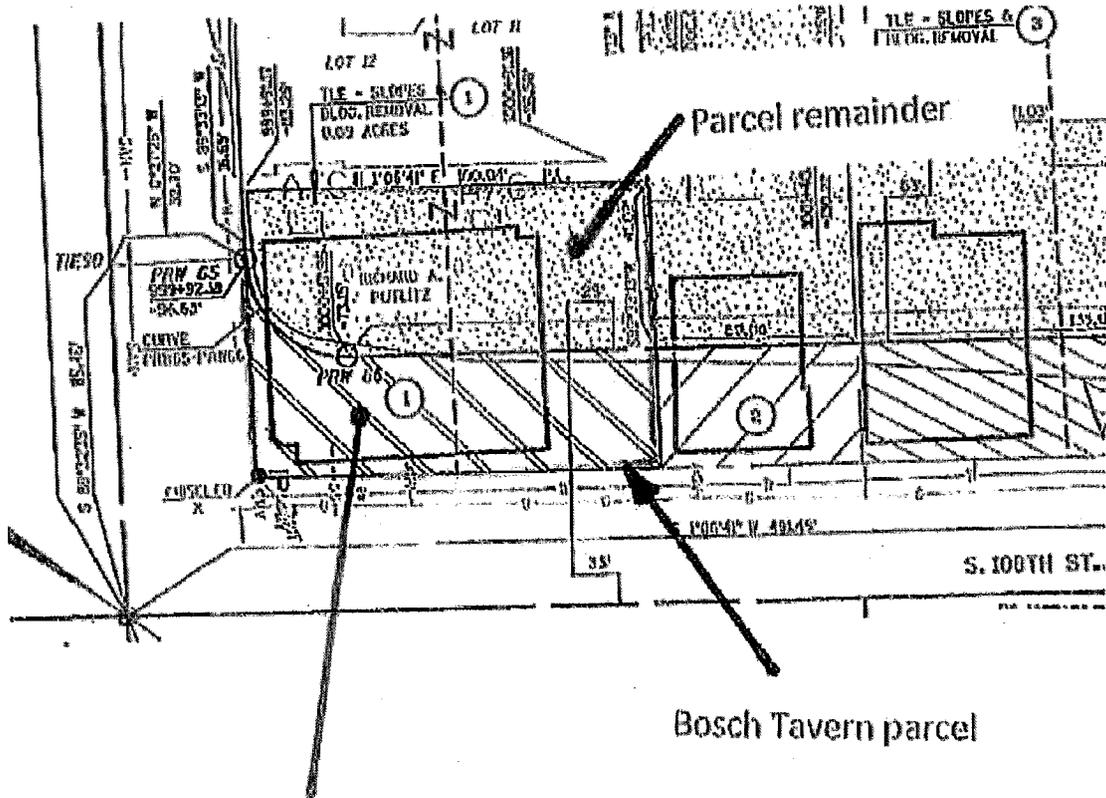


EXHIBIT 2: MAP OF BOSCH TAVERN PARCEL AND REMAINDER



Portion of parcel needed for highway project

EXHIBIT 3: MOA IMPLEMENTATION DATES

- September 1, 2014 Deadline for current owner to purchase tavern from WisDOT and procure alternate site.
- OR- Begin Stipulation ID: Identification of New Owner if Current Owner is Unwilling or Unable (6 months)
- 30 days to prepare advertising
 - 30 days for respondents to reply with Moving Plans
 - 30 days for WisDOT & SHPO review of Moving Plans, respondent selection and for SHPO to determine if arch survey is required for new site
 - 60 days to procure arch survey consultant if needed.
 - 30 days to conduct arch survey and prepare report.
- March 1, 2015 Deadline to complete Stipulation ID
- September 1, 2015 Deadline for approved Owner Moving Plan
-OR- 6 month notification to SHPO if demolition is to occur
- March 1, 2016 Deadline for building move -OR- begin demolition activities (6 months)
- September 1, 2016 Deadline to complete demolition (if needed)
Begin utility relocation activities for highway construction project (1 year prior to letting).
- September 1, 2017 Construction Project Early Letting
- Spring 2018 Roadway construction begins

APPENDIX A: BASELINE DOCUMENTATION

The owner of the property subject to the covenant or easement must provide the following support documentation subject to review by the Wisconsin Historical Society (WHS). However, the WHS retains the option to collect any part of this documentation, as it deems appropriate.

1. Location, address, legal description of entire real property parcel and, if different, legal description of property subject to covenant or easement. Parcel map or other scale map showing the boundaries of the property included in the terms of the easement.
2. Copy of the National Register form (if the property is listed at the time of the covenant), or other formal documentation of historic significance.
3. Brief statement of the significant design elements, features, characteristics, or details that contribute to the importance of the property. The list should draw from, but not be limited to, the information contained in the National Register of Historic Places nomination form or other formal documentation of historic significance.
4. Description of physical evolution of property, noting major additions and alterations that either detract from or do not add to the significance of the property. The description should specifically note any changes that occurred after the property was listed on the National Register of Historic Places or other formal documentation of historic significance.
5. Assessment of current physical condition of property from visual inspection. Particular attention should be paid to the significant elements, features, characteristics or details important to the property.
6. A site plan and floor plans of all structures subject to the covenant or easement. These may be sketched or hand-drawn, but must accurately depict the locations of structures and the proportions of spaces. If any portions of the property are exempt from the conditions of the easement, they should be clearly marked on the plans.
7. Two sets of exterior and interior photographs. Photographs may be color or black and white and must be at least 4 by 6 inches. If digital, they must be printed in color on photo quality paper at 300-dpi minimum and accompanied by a CD including digital copies. The CD must contain digital copies of all images in either Jpeg or Tiff format. Digital image size must be 2000 pixels wide or tall, whichever is greater. Uncompressed files are preferred. All photographs must be numbered, dated, and labeled with the property name. Photographs may not be mounted on a backing material. Labels may be placed on the backs of photographs. The location from which the photograph was taken also must be identified. This can be done by describing on the label what is shown. Alternately, the photographs may be keyed to the site plans or floor plans by placing the photo number on the plans showing the location at which they were taken.

At a minimum, the following photographic documentation must be included:

1. Photographs documenting the site and setting of the historic property. This should include photographs taken from several different angles showing the entire site, and from a distance, showing the relationship of the site to the street and surrounding structures.
2. If the property includes buildings or structures, submit at least one photograph of all existing elevations showing the entire elevation. This includes all structures included in the covenant or easement, such as outbuildings regardless of their significance. Elevations that are partially blocked by adjacent structures or trees may require photographs to be taken from several different angles or locations to completely document these elevations.
3. Detailed close-up photographs of specific character defining features spelled out in the statement of significant design elements. Submitting several representative photographs of multiple features, such as windows, is acceptable providing the photographs submitted adequately represent the appearance and condition throughout the structure.
4. Photographs of interior spaces should be taken from diagonally opposite corners of the room (with a wide-angle lens if possible). If like spaces or rooms exist, then the City may allow submitting several representative photographs documenting the condition throughout the structure.

APPENDIX B.1: ARCHAEOLOGICAL RESEARCH

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, or staging areas. If human bone is discovered, work will stop immediately in the area and WisDOT will consult with the FHWA, SHPO, and interested Native American Tribes and adhere to the guidelines set forth in Wisconsin Statute 157.70.

INADVERTENT OR POST REVIEW DISCOVERIES

WisDOT will ensure that protective steps are taken to safeguard cultural resources 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.

a. Non-burial Related

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

On state, municipal, or privately owned lands, the project manager will immediately notify WisDOT's Bureau of Technical Services (BTS), and BTS will notify FHWA, the SHPO, and interested Native American Tribes. 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 BTS notifies the WisDOT construction project manager that construction may again proceed in the area of the discovery.

b. Burial Related

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

- i. 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 the Burial Sites Preservation Office (BSPO) and BTS. BTS will notify FHWA, SHPO, Native American Tribes of Interest, and interested consulting parties of these discovery(ies).
- ii. On state, municipal, or privately owned lands, the treatment of burial related discoveries will comply with Wisconsin Statute 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 (Appendix B.2). This contract will be completed in the event of a discovery.
- iii. Human remains removed from the site, will be temporarily housed at a facility identified in Appendix B until final disposition.

- iv. Re-interment of human remains and associated objects with Native American cultural affiliation will be carried out in accordance with provisions in Wisconsin Statute 157.70.
 - v. Disposition of human remains and associated objects with Euro-American cultural affiliation will follow priorities established in Wisconsin Statute 157.70.
 - vi. All re-interred burials will be cataloged in accordance with Wisconsin Statute 157.70.
 - vii. Human skeletal elements discovered in non-burial context (unintended or accidental location) are considered isolated human remains.
- c. Isolated remains may include, but are not limited to; teeth, bones in previously disturbed context (e.g. fill), and bones in refuse context.
- d. Disposition of these remains will be coordinated in consultation with the FHWA, Native American Tribes of Interest, and interested consulting parties of this project upon completion of the construction activities.

APPENDIX B.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. Bulkstra 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)

APPENDIX G.

HISTORIC PRESERVATION COVENANT State Historical Society of Wisconsin

Wisconsin Department of Transportation, (hereafter, OWNER), in consideration of the sum of One Dollar (\$1) plus other valuable consideration, covenants specifically to the State Historical Society of Wisconsin (hereafter, SOCIETY), an agency of the State of Wisconsin, and any successor to said state agency and to the public generally that the real estate described herein and any improvements thereon (hereafter, PROPERTY) will be subject to certain covenants, as hereafter described, which will be real covenants binding on the heirs, successors, assignees of the OWNER, and on any subsequent purchasers, and will be considered as running with the land in perpetuity. The PROPERTY is located in the Village of Hales Corners, County of Milwaukee, Wisconsin. The PROPERTY is eligible for listing in the National Register and State Register of Historic Places as the Bosch Tavern and is more fully described as:

Current Location:

The East 70 feet of Lots 11 and 12 in Block 1 of the plat of Scholz's Subdivision, being a part of the Northeast ¼ of Section 31, in Township 6 North, Range 21 East.

Alternate Site Location [Replace with Actual Site Location]:

The West 80 feet of Lots 11 and 12 in Block 1 of the plat of Scholz's Subdivision, being a part of the Northeast ¼ of Section 31, in Township 6 North, Range 21 East.

Unless otherwise indicated, all authorizations or written actions of the SOCIETY stipulated herein must be executed in writing by the Director of the SOCIETY or by the State Historic Preservation Officer designated under Wisconsin Statutes, and all notifications to the SOCIETY must be to the Director of the SOCIETY or to the State Historic Preservation Officer.

The OWNER agrees to protect, preserve, and maintain all the following historic features of the PROPERTY, *except those listed below*, which are excepted as specific exclusions from these covenants:

All interior spaces except the primary entrance; the north and west exterior facades; any existing additions to the property; and the interior of any proposed new addition (the exterior of any proposed new addition shall be reviewed).

The OWNER hereby covenants to the SOCIETY the following:

1. The OWNER agrees to assume the cost of continued maintenance and repair of the PROPERTY in accordance with the recommended approaches in the Secretary of the Interior's standards for rehabilitation and associated guidelines, or substantially similar standards of the SOCIETY, so as to preserve the architectural and historical integrity of the features, materials, appearance, workmanship, and environment in order to protect and enhance those qualities that made the property eligible for listing in the National Register and (or) the State Register.

2. The OWNER agrees that any alterations that may affect the architectural or historical integrity of the PROPERTY must have the prior written approval of the SOCIETY. The OWNER shall neither construct, demolish, alter, nor remodel any portion of the PROPERTY, including any structures, buildings, or objects thereon that are not named herein as specific exclusions. The OWNER shall not construct any new building or structure on or move any existing building or structure to the PROPERTY, without the express written approval of the SOCIETY.
3. The OWNER agrees to notify the SOCIETY in writing of any proposed actions to be undertaken by the OWNER, or any other party known to the OWNER, that may affect the architectural or historical integrity of the PROPERTY. The OWNER furthermore agrees that the SOCIETY will be allowed 30 days to respond with a written approval or refusal of such proposed actions, except that the SOCIETY may extend this period up to an additional 60 days upon written notice to the OWNER. In the event of refusal, the OWNER may request a written statement of the reasons for refusal.
4. The OWNER agrees to notify the SOCIETY in writing of any substantial damage to the property by accidental, natural, or deliberate causes within 30 days of the date on which the damage was incurred. The OWNER further agrees that no repairs or reconstruction of any type, other than temporary emergency work to prevent further damage to the PROPERTY and to protect public safety, shall be undertaken by the OWNER without prior written approval of the work by the SOCIETY, in accordance with paragraph (3) above.
5. The OWNER agrees to give access to the interior and exterior of the premises to the SOCIETY, its personal representatives, successors, or assigns of purposes of monitoring the OWNER's compliance with this covenant upon reasonable verbal or written notice. Nothing in this instrument shall require the SOCIETY to conduct regular or irregular on-site inspections of the PROPERTY.
6. The OWNER agrees that the failure of the SOCIETY to exercise any right or remedy granted under this instrument, or to conduct on-site inspections of the PROPERTY, shall not have the effect of waiving or limiting the exercise of any right or remedy or the use of such right or remedy at any other time.
7. The OWNER agrees to insert the covenants contained herein, either verbatim or by express reference, in any deed or other legal instrument by which the OWNER divests himself (or herself or itself) of either the fee simple title or any lesser estate in the PROPERTY.
8. The OWNER agrees that, in the event of a violation of this historic preservation covenant, and in addition to any remedy now or hereafter provided by law, the SOCIETY may, following reasonable notice to the OWNER, institute suit to enjoin said violation or to require specific performance and/or the restoration of those portions of the PROPERTY that were affected.
9. The OWNER agrees that he (or she or it) shall indemnify and hold the SOCIETY and its successors and assigns harmless for any liability, costs, attorney's fees, judgments, or expenses to the SOCIETY, or any officer, employee, agent, or independent contractor of the SOCIETY, resulting from actions or claims

of any nature by third parties arising from defaults under this historic preservation covenant by the OWNER, or arising out of the conveyance of, possession of, or exercise rights under this historic

preservation covenant, excepting any such matters arising solely from the negligence of the SOCIETY, and that it shall not be considered negligence on the part of the SOCIETY should the SOCIETY conduct neither regular nor irregular on-site inspections of the PROPERTY.

10. The OWNER agrees that the SOCIETY may, at its discretion, without prior notice to the OWNER, convey and assign all or part of the SOCIETY's rights and responsibilities contained herein to a third party.

11. The OWNER agrees that the SOCIETY, at its discretion, shall have the right to install a plaque of suitable design at a point easily visible by the public, from a public way, which plaque shall give information regarding the property determined appropriate by the SOCIETY and that the PROPERTY is subject to a preservation covenant held by the SOCIETY. The OWNER shall take reasonable measures for the duration of the term of this preservation covenant to protect and maintain the visibility of any such plaque as may be installed.

12. The OWNER agrees that he (or she or it) shall generate Baseline Documentation for the PROPERTY to the standards established by the SOCIETY for such work.

This preservation covenant may be amended or released by the OWNER and the director of the SOCIETY, in writing, and such amendment or release shall become effective upon its recordation by the OWNER at the Register of Deeds in the County in which the PROPERTY is located.

The covenants contained herein are enforceable by the SOCIETY by an action in the Circuit Court of Dane County, Wisconsin, or any other court of competent jurisdiction.

Signed:

_____ Date: _____
Wisconsin Department of Transportation, OR OWNER

STATE OF WISCONSIN
COUNTY OF _____

The above _____ personally came before me, attested to and signed this document on this _____ day of _____, 201_.

Notary Public, State of Wisconsin
My commission is permanent/expires _____.

Signed:

_____ Date: _____

Jim Draeger, SHPO
State Historical Society of Wisconsin

STATE OF WISCONSIN
COUNTY OF DANE

The above Jim Draeger personally came before me, attested to and signed this document on this
_____ day of _____, 201_.

Notary Public, State of Wisconsin
My commission is permanent/expires _____.