

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF DULUTH
AND
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE,
REGARDING
THE CHESTER BOWL CHALET DEMOLITION AND REPLACEMENT,
DULUTH, SAINT LOUIS COUNTY, MINNESOTA**

WHEREAS, the Chester Bowl Improvement Club (Club) is a nonprofit entity that manages operations and provides programming at city-owned Chester Park and has proposed that the City of Duluth demolish and replace the Chester Bowl Thom Storm Chalet (Chalet) in Chester Park (the Project); and

WHEREAS, the City of Duluth administers its Community Development Block Grant Program (CDBG) with funds from the U.S. Department of Housing and Urban Development (HUD) and has awarded the Project with a CDBG grant; and

WHEREAS, the Project constitutes a federal undertaking due to the HUD funds supporting the project, and the City, as the Responsible Entity for HUD, initiated consultation with the Minnesota State Historic Preservation Office regarding the Project in accordance with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended (54 U.S.C. § 306108) and its implementing federal regulations, “Protection of Historic Properties” (36 CFR Part 800); and

WHEREAS, the City, in consultation with the Minnesota State Historic Preservation Office (MnSHPO), has defined the Area of Potential Effect (APE) for indirect and direct effects for the undertaking as shown on Attachment A; and

WHEREAS, the City, in consultation with the MnSHPO, has determined that only one property within the APE, Chester Park, is eligible for listing in the National Register of Historic Places (NRHP) and that the Chalet and the Chester Bowl are contributing features to Chester Park; and

WHEREAS, the City, in consultation with the MnSHPO and consulting parties, has reviewed the “Cultural Resources Report for Section 106 Review of Thom Storm Chalet Upgrade” (September 2025) and found that the demolition of the Chalet will result in an adverse effect to Chester Park; and

WHEREAS, the City, in consultation with the MnSHPO and consulting parties, has reviewed the “Thom Storm Chalet 100% Design Documents” (February 20, 2026) and found that the proposed new building is consistent with the Secretary of the Interior’s *Standards for the Treatment of Historic Properties* and will avoid adverse effects to character-defining features of Chester Park; and

WHEREAS, the City, in consultation with the MnSHPO and consulting parties, has found that there is no practicable alternative that will avoid the adverse effect to historic properties

because the existing chalet has inadequate mechanical systems, is not accessible, and does not accommodate the Club's programmatic needs, and has developed this Memorandum of Agreement (MOA) to resolve the adverse effect; and

WHEREAS, requirements for public involvement were completed pursuant to 36 CFR 800.2(d) including presentations at public meetings, posting on the City's website, and review by the Duluth Heritage Preservation Commission, which unanimously approved a motion of support and appreciation for the project at the September 8, 2025, meeting; and

WHEREAS, federally recognized Native American Tribes have been invited to consult on the undertaking, as summarized in Attachment B, and the Fond du Lac Band of Lake Superior Chippewa has requested to participate in consultation; and

WHEREAS, the Fond du Lac Band of Lake Superior Chippewa and Duluth Heritage Preservation Commission have been invited to participate in the consultation and have been invited to sign this MOA as Concurring Parties; and

WHEREAS, the Club has responsibilities under this MOA and is an Invited Signatory to this MOA; and

WHEREAS, the City notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination with specified documentation and the intent to develop and execute an MOA to resolve the adverse effect, and the ACHP through a letter dated November 26, 2025, has chosen not to participate in the consultation pursuant to 36 CFR 800.6(a)(1)(iii); and

WHEREAS, the Signatories, Invited Signatory, and Concurring Parties are all considered Consulting Parties pursuant to 36 CFR 800.2(c) and their roles described herein are consistent with those described in 36 CFR 800.6(c)(1), (2), and (3) respectively; and

NOW, THEREFORE, the City and MnSHPO agree that the Project shall be implemented in accordance with the following stipulations in order to resolve the adverse effect of the Project on historic properties.

STIPULATIONS

The City, with the assistance of the Club, shall ensure that the following measures are carried out:

I. MITIGATION MEASURES

- A. The Club, in consultation with the City and MnSHPO, shall prepare and install a public interpretive display within the new chalet on the history and significance of Chester Park and the Thom Storm Chalet's role within the park development. The interpretive display shall be informed by the National Association for Interpretation's Standards and Practices for Interpretive Planning. The team preparing the content and location of the interpretive display shall include a qualified historian and/or architectural historian who meets the Secretary of the Interior's (SOI) *Professional Qualification Standards* (48 FR §§ 44738-

44739) for history and/or architectural history.

1. Within six (6) months of the execution of this MOA, the Club, in consultation with the City, shall prepare a draft plan for the interpretive display that describes the themes for interpretation, physical objects and/or images that complement the display, and draft text and graphics that will be included in the display.
2. Within seven (7) months of the execution of this MOA, the Club shall hold a meeting with the Consulting Parties to provide an overview of the draft plan for the interpretive display and receive input. Following the consultation meeting, the Club may revise the draft plan.
3. Within two (2) months following the consultation meeting, the Club shall distribute the draft plan for the interpretive display to the Consulting Parties for a thirty (30) calendar day review and comment period. Following receipt of, and in response to, comments from the Consulting Parties, the Club may revise the draft plan for the interpretive display. If the Club chooses not to incorporate a recommended modification made in writing by the Consulting Parties, then the Club shall provide a written explanation to the Consulting Parties and consult, as appropriate, to seek resolution.
4. Within four (4) months following the consultation meeting, the Club shall distribute the revised plan for the interpretive display to the Consulting Parties for review and comment. The MnSHPO may disagree with the revised plan for the interpretive display in writing to the Club. Upon receiving such comments, the Club shall consult with the MnSHPO, the City, and other Consulting Parties, as appropriate, to seek resolution in accordance with **Stipulation IV** of this MOA.
5. Upon conclusion of the review process, or dispute resolution if applicable, the Club shall distribute the approved final plan for the interpretive display to all Consulting Parties.
6. Within one (1) year after the Club distributes the final plan for the interpretive display, the Club shall complete its installation. The Club shall notify all parties to this MOA in writing upon completion of the installation. This notification shall constitute fulfillment of **Stipulation I**.

II. PROJECT DESIGN

- A. The Project plans (drawings, specifications, special provisions, appendices, etc.), including plans for temporary construction-related work, shall effectively meet the Project purpose and be designed consistent with the SOI *Standards for the Treatment of Historic Properties* (36 CFR Part 68) and associated *Guidelines for the Rehabilitation of Historic Buildings and Cultural Landscapes* (SOI Standards and Guidelines) in an effort to avoid and minimize additional adverse effects to historic properties.

III. INADVERTENT DISCOVERIES

- A. If previously unidentified historic properties, including archaeological sites, or unanticipated effects to historic properties are discovered during Project activities and reported to the City, the City shall immediately halt all Project activities within a one hundred (100) foot radius of the discovery, notify the MnSHPO and the Club of the discovery, and implement interim measures to protect the discovery from looting and vandalism.
 1. The City shall include in construction contracts a requirement for the Construction Contractor(s) to immediately notify the City of any discovery of this type and implement interim measures to protect the discovery from damage, looting, and vandalism. Measures may include, but are not limited to, protective fencing, covering of the discovery with appropriate materials, and/or posting of security personnel. The Contractor shall provide access to Consulting Parties and law enforcement to the site and shall not resume work within the area until notified by the City.
- B. Immediately upon receipt of the notification required under Subparagraph A above, the City will inspect the construction site to determine the extent of the discovery and ensure that construction activities have halted, clearly mark the area of discovery, and implement additional measures, as appropriate, to protect the discovery from looting and vandalism, and notify the MnSHPO, the Club, and the Fond Du Lac Band of Lake Superior Tribal Historic Preservation Officer (THPO).
- C. The City, in consultation with the MnSHPO, the Club, and the Fond du Lac THPO, will design a plan for avoiding, minimizing, or mitigating any further adverse effects prior to resuming Project activities in the area of the discovery, if the discovery is determined to be a historic property.
- D. If any suspected human remains are encountered, the City shall also follow the requirements of Minnesota Statute § 307.08 and immediately notify local law enforcement and the Office of the State Archaeologist (OSA), the lead state agency for authentication of burial sites on non-federal and non-tribal lands.

IV. DISPUTE RESOLUTION

- A. Should any Consulting Party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the City and Club will consult with such entity, through the point of contact designated in **Stipulation VI** to resolve the objection. If the City and Club determine that such objection cannot be resolved, the City will:
 1. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP will provide the City with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the City will 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 all Consulting Parties with a copy of this written response. The City will then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within thirty (30) days, the City may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision on the dispute, the City will prepare a written response that takes into account any timely advice or comments regarding the dispute from the Signatories and Concurring Parties, and provide all Consulting Parties and the ACHP with a copy of such written response.
- B. The City'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.

V. DURATION, AMENDMENTS, AND TERMINATION

- A. This MOA will automatically terminate if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the City and Club may consult with the MnSHPO to amend it in accordance with Subparagraph B below.
- B. This MOA may be amended when such an amendment is agreed to in writing by all Signatories and the Invited Signatory. The amendment will be effective on the date a copy signed by all of the Signatories and the Invited Signatory is filed with the ACHP.
- C. If any Signatory or Invited Signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories and Invited Signatory to attempt to develop an amendment per Subparagraph B above. If within sixty (60) calendar days an amendment cannot be reached, any Signatory or Invited Signatory may terminate the MOA upon written notification to the other Consulting Parties.
- D. Once the MOA is terminated, and prior to work continuing on the undertaking, the City must either (a) execute an MOA pursuant to 36 CFR 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR 800.7. The City shall notify the parties to this MOA as to the course of action they will pursue.

VI. COMMUNICATION

Electronic mail (email) will serve as the official method of correspondence for all communications regarding this MOA between the Signatories, Invited Signatory, and Concurring Parties. See **Attachment C** for a list of contacts and email addresses, which may be updated as needed, without an amendment to this MOA. It is the responsibility of each Signatory, Invited Signatory, and Concurring Party to immediately inform the City of any change in name, address, email address, or phone number of any point of contact. The City will forward this information to the Signatories, Invited Signatory, and Concurring Parties by email. The City and MnSHPO will maintain a physical copy of this MOA along with a physical copy of any amendments or changes.

VII. EXECUTION

- A. This MOA may be executed in counterparts, with a separate page for each Consulting Party. This MOA shall become effective on the date of the final signature by the Signatories. The City shall ensure each party is provided with a complete copy of the final, executed MOA, updates to appendices, and any amendments. The City shall ensure that the final MOA, updates to appendices, and any amendments are filed with the ACHP.

- B. Execution of this MOA by the City and MnSHPO, and implementation of its terms is evidence that the City has taken into account the effects of its undertaking on historic properties and has afforded the ACHP opportunity to comment pursuant to Section 106 of the National Historic Preservation Act.

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SIGNATORY

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date _____
Amy Spong, Deputy State Historic Preservation Officer
Authorized Representative

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SIGNATORY

CITY OF DULUTH

By _____

Date _____

Mayor

Attest _____

Date _____

City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney

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INVITED SIGNATORY

CHESTER BOWL IMPROVEMENT CLUB

By: _____ Date _____
Dave Schaeffer, Executive Director
Authorized Representative

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CONCURRING

FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA

By: _____ Date _____
Evan J. Schroder, Tribal Historic Preservation Officer
Authorized Representative

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CONCURRING

DULUTH HERITAGE PRESERVATION COMMISSION

By: _____ Date _____
Jenn Moses, Liaison to the Heritage Preservation Commission
Authorized Representative

ATTACHMENT A: AREA OF POTENTIAL EFFECT



**ATTACHMENT B: FEDERALLY RECOGNIZED NATIVE AMERICAN TRIBES
INVITED TO CONSULT ON THE UNDERTAKING**

1. Apache Tribe of Oklahoma
2. Bad River Band of Lake Superior Tribe of Chippewa
3. Bois Forte Band (Nett Lake) of the Minnesota Chippewa Tribe
4. Cheyenne and Arapaho Tribes, Oklahoma
5. Fond du Lac Band of Lake Superior Chippewa
6. Fort Belknap Indian Community of the Fort Belknap Reservation of Montana
7. Fort Peck Assiniboine and Sioux Tribes
8. Grand Portage Band of the Minnesota Chippewa Tribe
9. Keweenaw Bay Indian Community
10. Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin
11. Lac Vieux Desert Band of the Lake Superior Chippewa Indians
12. Menominee Indian Tribe of Wisconsin
13. Mille Lacs Band of the Minnesota Chippewa Tribe
14. Upper Sioux Community, Minnesota
15. White Earth Band of the Minnesota Chippewa Tribe

ATTACHMENT C: LIST OF CONTACTS (March 2026)

Agency	Point of Contact	Email
City of Duluth	Katie Bennett, Project Manager	KBennett@DuluthMN.gov
Minnesota State Historic Preservation Office	Leslie Coburn, Environmental Review Specialist	Leslie.Coburn@State.MN.US
Minnesota State Historic Preservation Office	Amy Spong, Deputy SHPO	Amy.Spong@State.MN.US
Chester Bowl Improvement Club	Dave Schaeffer, Executive Director	Dave@ChesterBowl.org
Fond du Lac Band of Lake Superior Chippewa	Evan J. Schroder, THPO	EvanSchroeder@FDLBand.org
Duluth Heritage Preservation Commission	Jenn Moses, Liaison	JMoses@DuluthMN.gov