

**MEMORANDUM OF AGREEMENT  
AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
CHICAGO DEPARTMENT OF TRANSPORTATION  
AND  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING REPLACEMENT OF  
THE EAST 43<sup>RD</sup> STREET PEDESTRIAN BRIDGE  
OVER LAKE SHORE DRIVE AND THE METRA/IC RAILROADS  
(STRUCTURE NO. 016-6156)  
IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS**

**WHEREAS**, the Chicago Department of Transportation (CDOT), in coordination with the Illinois Department of Transportation (IDOT) plans to replace the East 43<sup>rd</sup> Street Pedestrian Bridge (Structure No. 016-6156) in Chicago, Cook County, Illinois (Sequence #14147A; SHPO Log #010102116); and

**WHEREAS**, the Federal Highway Administration (FHWA) may fund the Project, thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations, 36 C.F.R. Part 800; and

**WHEREAS**, the FHWA has defined the undertaking's area of potential effect (APE) as the footprint of the existing bridge; and

**WHEREAS**, the FHWA has determined that the undertaking will have an adverse effect on the East 43<sup>rd</sup> Street Pedestrian Bridge, which is eligible for the National Register of Historic Places (NRHP), and has consulted with the Illinois State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. Part 800; and

**WHEREAS**, the FHWA has determined that the undertaking will not have an effect on historic properties other than the East 43<sup>rd</sup> Street Pedestrian Bridge, and the SHPO is assumed to concur in this determination because they did not reply within 30 days regarding this finding; and

**WHEREAS**, the FHWA has invited the IDOT and CDOT to participate in consultation and to become invited signatories to this agreement;

**WHEREAS**, the public was given an opportunity to comment on the undertaking's adverse effect in notices published October 20-22, 2017 and December 6-8, 2017 in the Chicago Sun-Times with no comments received; and

**WHEREAS**, pursuant to 23 USC 144(g), the bridge was made available for donation on October 20-22, 2017 and December 6-8, 2017 in the Chicago Sun-Times and there were no responsible parties who expressed an interest in taking ownership of the bridge to maintain and preserve the bridge in perpetuity; and

**WHEREAS**, the IDOT has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect, October 2, 2018 pursuant to 36 CFR Section 800.6(a)(1), and ACHP declined to enter into consultation in a letter dated October 16, 2018; and

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

### **STIPULATIONS**

The FHWA, in coordination with the IDOT and CDOT, shall ensure that the following measures are carried out:

1. Prior to beginning of construction activities, the CDOT will complete Historic Illinois Engineering Record (HIER) level III recordation of the existing bridge in coordination with IDOT and SHPO. The IDOT will review the draft HIER and submit the draft to the SHPO. The IDOT must receive written concurrence from the SHPO that the HIER documentation is acceptable prior to IDOT approving demolition of the existing bridge. The IDOT will coordinate submission of the HIER documentation to the SHPO. The documentation shall be submitted to the SHPO at 95% and 100% completion stages for review and approval.
2. In coordination with the IDOT, CDOT will produce an interpretation sign to be installed on or adjacent to the new bridge. The sign will commemorate and interpret the original bridge, and the content of the sign will be submitted to the IDOT for review and submission to the SHPO for review and approval.
3. DURATION

This agreement will be null and void if its stipulations are not carried out within five (5) years from the date of its execution. At such time, and prior to work continuing on the undertaking, the FHWA shall either (a) execute an agreement 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, the FHWA

may consult with the other signatories to reconsider the terms of the agreement and amend it in accordance with Stipulation 6 below. The FHWA shall notify the signatories as to the course of action it will pursue.

#### 4. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the FHWA shall make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties and follow the requirements of 36 CFR Section 800.13(b).

#### 5. DISPUTE RESOLUTION

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

A. Forward all documentation relevant to the dispute, including the FHWA's proposed resolution, to the ACHP. The ACHP shall provide the FHWA 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 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. The FHWA 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 the FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the agreement, and provide them and the ACHP with a copy of such written response.

C. The FHWA's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

#### 6. AMENDMENTS

This agreement 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.

## 7. TERMINATION

If any signatory to this agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation 6, above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the agreement upon written notification to the other signatories.

Once the agreement is terminated, and prior to work continuing on the undertaking, the FHWA must either (a) execute an agreement 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 FHWA shall notify the signatories as to the course of action it will pursue.

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

[Signature Pages Follow]

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IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS

**Signatory**

FEDERAL HIGHWAY ADMINISTRATION

Signature: Matt Fuller Date: 3/6/2019

Name: MATT FULLER

Title: ENVIRONMENTAL PROGRAMS ENGINEER



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**Signatory**

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: Colleen Callahan, SHPO Date: 4-2-19

Name: Colleen Callahan

Title: Director, Admin Dept. Natural Resources

APPROVED FOR EXECUTION

Date: 3-29-19  
Legal Counsel: [Signature]



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**Invited Signatory**

ILLINOIS DEPARTMENT OF TRANSPORTATION

Signature: Anthony J. Quigley Date: 2/6/19

Name: Anthony J. Quigley

Title: Region One Engineer



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**Invited Signatory**

CHICAGO DEPARTMENT OF TRANSPORTATION

Signature: Daniel Burke Date: 1/29/19

Name: Daniel Burke

Title: Managing Deputy Commissioner / Chief Engineer

