

**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 CHICAGO AVENUE (FAU 1398) BRIDGE  
OVER THE NORTH BRANCH OF THE CHICAGO RIVER  
(STRUCTURE NO. 016-6008)  
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 Chicago Avenue Bridge over the North Branch of the Chicago River (Structure No. 016-6008) in Chicago, Cook County, Illinois (Sequence #14190; SHPO Log #00602190); 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 Chicago Avenue Bridge over the North Branch of the Chicago River (Structure #016-6008), 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 responsibilities of the SHPO under Section 106 and 36 C.F.R. Part 800 are to advise, assist, review, and consult with federal agencies as they carry out their historic preservation responsibilities and to respond to federal agencies' requests within a specified period of time; and

**WHEREAS**, as used herein, the term "SHPO" means the official appointed or designated pursuant to section 101(b)(1) of the NHPA, as amended (54 U.S. Code § 302301(1)), to administer the State historic preservation program or a representative designated to act for the State Historic Preservation Officer (see 36 C.F.R. § 800.16(v)); and

**WHEREAS**, the Illinois State historic preservation program presently resides within the Illinois Department of Natural Resources (IDNR), and the Director of IDNR, Wayne A. Rosenthal, is the duly designated State Historic Preservation Officer; and

**WHEREAS**, the FHWA has determined that the undertaking will not have an effect on historic properties other than the Chicago Avenue Bridge over the North Branch of the Chicago River, and the SHPO concurs in this determination; 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 on June 7, 14, 21, 28 and July 13, 2018 in the Chicago Sun-Times, and on CDOT website from June 5 thru July 27, 2018 and no comments were received(?); and

**WHEREAS**, pursuant to 23 USC 144(g), the bridge was made available for donation on June 7, 14, 21, 28 and July 13, 2018 in the Chicago Sun-Times, and on CDOT website from June 5 thru July 27, 2018, 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 FHWA has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect, pursuant to 36 CFR Section 800.6(a)(1), in a letter dated May 31, 2017 and ACHP declined to enter into consultation in a letter dated June 15, 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 IDOT in coordination with CDOT shall submit additional documentation, including plans, specifications and photographs, concerning the Chicago Avenue Bridge over the North Branch of the Chicago River to the SHPO to the standards of the Historic American Engineering Record (HAER) to supplement the structure's existing HAER report. IDOT must receive written concurrence from the SHPO that the documentation is acceptable

prior to IDOT approving demolition the existing bridge The IDOT will coordinate submission of the updated HAER 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 complete the preservation plan for Chicago's Movable Bridges that is currently under development. The complete draft will be made available for public comment, and the IDOT will coordinate submission of the complete draft to the SHPO. The complete draft shall be reviewed and approved in writing by the SHPO.
3. The CDOT will ensure the bridge machinery of the Chicago Avenue Bridge over the North Branch of the Chicago River will be retained in place and made available for public viewing and interpretation along the pedestrian river walk. CDOT will produce interpretation signage to be installed on the pedestrian river walk that will commemorate and interpret the original bridge and its machinery. The content of the signage will be submitted to the IDOT for submission to the SHPO for review and approval.
4. The CDOT will ensure that the final HAER documentation for the Chicago Avenue Bridge over the North Branch of the Chicago River is made available to the public by placing it on the CDOT website. The CDOT website must also include the final approved Chicago's Movable Bridges Preservation Plan.

#### 5. 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 8 below. The FHWA shall notify the signatories as to the course of action it will pursue.

#### 6. 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).

## **7. 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.

## **8. 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.

## **9. 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 8, 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]

Memorandum of Agreement among the  
Federal Highway Administration,  
Illinois Department of Transportation,  
Chicago Department of Transportation, and the  
Illinois State Historic Preservation Officer  
regarding the replacement of the  
Chicago Avenue (FAU 1398) Bridge  
over the Chicago River (Structure No. 016-6008) in the  
City of Chicago, Cook County, Illinois

**Signatory**

FEDERAL HIGHWAY ADMINISTRATION

Signature: Janis P. Piland Date: 9/27/2018

Name: Janis P. Piland

Title: Environmental Engineer

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**Signatory**

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By:  Date: 9/25/18

**Wayne A. Rosenthal, Director, Illinois Department of Natural Resources,  
and Illinois State Historic Preservation Officer**

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**Invited Signatory**

ILLINOIS DEPARTMENT OF TRANSPORTATION

Signature:  Date: 9-24-18

Name: Anthony Quigley, PE  
Region 1 Engineer  
Illinois Department of Transportation



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**Invited Signatory**

CHICAGO DEPARTMENT OF TRANSPORTATION

Signature: *Daniel Burke* Date: *9/24/18*

Name: *Daniel Burke*

Title: *Deputy Commissioner / Chief Engineer*