

**MEMORANDUM OF AGREEMENT
AMONG THE
FEDERAL HIGHWAY ADMINISTRATION,
ILLINOIS STATE HISTORIC PRESERVATION OFFICER,
CITY OF CHICAGO,
AND
ILLINOIS DEPARTMENT OF TRANSPORTATION
REGARDING THE REPLACEMENT OF THE
FAU 1394 / WEST DIVISION STREET BRIDGE
OVER NORTH BRANCH OF THE CHICAGO RIVER
IN THE CITY OF CHICAGO, COOK COUNTY, ILLINOIS**

WHEREAS, the City of Chicago, in coordination with the Illinois Department of Transportation (IDOT), plans to replace the West Division Street Bridge over the North Branch of the Chicago River (Structure #016-6016) in Chicago, Cook County, Illinois (IDOT Sequence #12687A, SHPO Log #013022514) (Project); 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. Section 306108, and its implementing regulations, 36 CFR Part 800; and

WHEREAS, the FHWA has defined the undertaking's area of potential effects (APE) as the corridor shown in Exhibit A; and

WHEREAS, the FHWA and the IDOT, in consultation with the SHPO, have determined that the West Division Street Bridge over the North Branch of the Chicago River (Structure #016-6016) is eligible for the National Register of Historic Places (NRHP), and its replacement will cause an adverse effect to this historic property pursuant to 36 CFR Part 800 (Exhibit B); and

WHEREAS, the FHWA has determined that the undertaking will not have an effect on historic properties other than the West Division Street Bridge over the North Branch of the Chicago River, and the SHPO concurred with this finding on March 18, 2022; and

WHEREAS, this Memorandum of Agreement (MOA) addresses the adverse effect to the West Division Street Bridge over the North Branch of the Chicago River (Structure #016-6016) and related improvements; and

WHEREAS, the FHWA and IDOT provided the public opportunities to comment on the Project. Public engagement letters were sent out March 26, 2021, to four parties: U.S. Coast Guard, U.S. Army Corps of Engineers, Landmarks Illinois, and HistoricBridges.org. Comments were received from the U.S. Coast Guard, U.S. Army Corps of Engineers, and HistoricBridges.org; and

WHEREAS, pursuant to 23 USC 144(o)(4), 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, on behalf of the FHWA, in accordance with 36 CFR Part 800.6(a)(1), notified the ACHP of the adverse effect in an email dated June 29, 2022, and the ACHP has chosen not to participate in consultation per a letter dated July 11, 2022, pursuant to 36 CFR Part 800.6(a)(1)(iii); and

WHEREAS, the FHWA has consulted with the IDOT and the City of Chicago regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as an invited signatory; and

WHEREAS, execution and implementation of this MOA evidences that FHWA has satisfied its Section 106 responsibilities for the Project; and

NOW, THEREFORE, the FHWA, the IDOT, the City of Chicago, and the SHPO agree that the Project shall be implemented in accordance with the following stipulations to ensure that potential effects on historic properties are taken into account.

STIPULATIONS

The FHWA, the IDOT, the City of Chicago and the SHPO agree that the following steps will be undertaken for the Project:

I. ARCHITECTURAL AND HISTORICAL RESOURCE MITIGATION

- A. Prior to beginning of construction activities, the IDOT shall complete comprehensive video footage (both ground-based and aerial drone videography) of the existing bridge. The IDOT will prepare a short (10 minutes or less) video documentary of the bridge. The documentary may include the following information: historical information about the bridge; impacts the bridge had on the area; and architectural/engineering significance of the bridge. This list of topics is not meant to be comprehensive but is provided to guide the production of the documentary. At a minimum, the video will be hosted by the University of Illinois' Illinois State Archaeological Survey's YouTube channel that hosts the Illinois Historic Bridge Series.
- B. Pursuant to Stipulation I.G.b in the Programmatic Agreement (PA) between the FHWA, the IDOT, the Chicago Department of Transportation (CDOT), the SHPO, the United States Army Corps of Engineers (USACE), the United States Coast Guard (USCG), and the ACHP regarding the preservation of moveable bridges in the City of Chicago, parts of the bridge will be offered to local museums and/or other institutions for public display and/or interpretation or educational purposes.

II. PROFESSIONAL STANDARDS

For the purpose of implementing this MOA, the IDOT shall continue to employ departmental staff with qualifications that meet the requirements of 36 CFR Part 61, The IDOT shall ensure that the professional staff responsible for the implementation of the mitigation measures meet the requirements of 36 CFR Part 61.

III. DURATION

This MOA will expire if its stipulations are not carried out within five (5) years from the date of its execution. In such an event, the IDOT shall so notify the parties to this MOA and, if it chooses to continue with the Project, then the FHWA shall reinstate review of the Project in accordance with 36 CFR Part 800.

IV. 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 Part 800.13(b).

V. DISPUTE RESOLUTION

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

- A. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the ACHP and signatories and the FHWA's proposed resolution, to the ACHP in accordance with 36 CFR Part 800.2(b)(2). The ACHP shall provide FHWA with its advice on the resolution of the objections within thirty (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 thirty (30) day time period FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA and provide them and the ACHP with a copy of such written response.
- 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.

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 parties to attempt to develop an amendment. If within thirty (30) days 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, FHWA must request, take into account, and respond to the comments of the ACHP under 36 CFR Part 800.7. FHWA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the FHWA, IDOT, City of Chicago and SHPO and implementation of its terms evidence that 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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Signatory

FEDERAL HIGHWAY ADMINISTRATION

By: _____ Date: 01/30/2024

Print Name: Chris Byars

Title: Transportation Engineer

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Signatory

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: Carey L. Mayer Date: 1/23/2024

Print Name: Carey L. Mayer, AIA

**Title: Deputy State Historic Preservation Officer
Illinois Department of Natural Resources**

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Signatory

ILLINOIS DEPARTMENT OF TRANSPORTATION

By:  _____ Date: 1/23/2024

Print Name: José Rios

Title: Region 1 Engineer

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Signatory

CITY OF CHICAGO

By: *Daniel Burke* Date: 1/19/2024

Print Name: Dan Burke

**Title: Managing Deputy Commissioner / Chief Engineer
Chicago Department of Transportation**