

**MEMORANDUM OF AGREEMENT AMONG  
USDA - SHAWNEE NATIONAL FOREST,  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE REPLACEMENT OF THE BRIDGE ON  
COUNTY ROAD 141 OVER BIG CREEK,  
HARDIN COUNTY, ILLINOIS  
(SHPO LOG #013011121)**

**WHEREAS**, the USDA-Shawnee National Forest (Agency) plans to undertake replacing the bridge on Hardin County Road 141 over Big Creek; and

**WHEREAS**, the project is considered an Undertaking subject to review under Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108, and its implementing regulations (36 CFR Part 800) (Act); and

**WHEREAS**, the Shawnee National Forest has defined the Undertaking's Area of Potential Effects (APE) as approximately 26 feet on each side of the centerline for the length of the bridge. Equipment work, storage of materials, and access would occur slightly beyond the 26 feet in an area to the southwest of the bridge. In addition, repaving of the existing roadway would occur for approximately 50 feet to the northwest and 100 feet to the southeast.

**WHEREAS**, the Shawnee National Forest has consulted with the Illinois State Historic Preservation Office (SHPO), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

**WHEREAS**, the SHPO currently resides within IDNR (Office), and the Director of IDNR is the duly designated State Historic Preservation Officer (Officer); and

**WHEREAS**, on August 25, 2023, the Officer determined that the bridge on Hardin County Road 141 over Big Creek is eligible to be listed on the National Register of Historic Places (NRHP); and

**WHEREAS**, the Officer has determined that the Undertaking will have an adverse effect on the bridge that is eligible for the NRHP; and

**WHEREAS**, the public was notified of the Undertaking and given an opportunity to comment in notices published in the *Hardin County Independent* on February 8 and February 15, 2024, with no comments received; and

**WHEREAS**, the following consulting tribes were notified of the project on February 16, 2024; Absentee Shawnee, Delaware Tribe, Eastern Shawnee, Miami, Osage Nation, Peoria Tribe, Quapaw Nation, and Shawnee Tribe; with a response from the Quapaw Nation and the Shawnee Tribe of no concern; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the Shawnee National Forest has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination, and on March 8, 2024 the ACHP has chosen not to participate in the consultation pursuant to 36 CFR§ 800.6(a)(1)(iii);

**NOW, THEREFORE**, the Shawnee National Forest and the Officer agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible property.

## **STIPULATIONS**

### **I. MITIGATION**

- A. The Agency shall produce within two years from the execution of this Agreement, a comprehensive document of significant post WWII-1975 infrastructure existing on the Shawnee National Forest. The document will include:
  - 1. Historic context for infrastructure projects during this period, and
  - 2. For each identified historic property:
    - a) Description including any significant features
    - b) Date of construction
    - c) Legislation or initiatives related to the construction (e.g. Job Corps, Accelerated Public Works Program of 1962)
    - d) Existing condition
- B. Upon completion of the final document, the Agency shall submit the following to the Officer:
  - 1. One copy of the document
  - 2. One digital record of the document

### **II. DURATION**

This Agreement shall be effective until such time as all its terms are satisfied or it is amended or terminated and replaced. Prior to such time, the Agency may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Agency shall notify the signatories as to the course of action it will pursue.

### **III. POST-REVIEW DISCOVERIES**

If potential historic properties are encountered or unanticipated effects on historic properties found during implementation of the undertaking, the Agency shall immediately consult with the Officer and Tribes and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated encounter of human remains or burials, the Agency must immediately stop work within 100 feet of the area, notify the Coroner, Officer, and Tribes, and comply with the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) and pertinent

sections of the Human Remains Protection Act (20 ILCS 3440).

#### IV. MONITORING AND REPORTING

One year following the execution of this Agreement until it expires or is terminated, the Agency shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Agency's efforts to carry out the terms of this Agreement.

#### V. 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 Agency shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall:

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

#### VI. 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 is signed by all of the signatories.

#### VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI 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 this Agreement is terminated, and prior to work continuing on the Undertaking, the Agency must either (a) execute a Memorandum of 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 Agency shall notify the signatories as to the course of action it will pursue.

#### VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

#### IX. DISTRIBUTION OF AGREEMENT

In order to meet the requirements of Section 106. 36 CFR § 800.6(b)(1)(iv), upon the execution of this Agreement and prior to approving the Undertaking, the Agency must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

EXECUTION of this Agreement by USDA-Shawnee National Forest and the Officer, and the implementation of its terms evidence that the USDA-Shawnee National Forest has afforded the Officer and ACHP an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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**SIGNATORY**

USDA – Shawnee National Forest

Signature: \_\_\_\_\_ Date: 06/05/2024

Name: Michael Chaveas

Title: Forest Supervisor

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**SIGNATORY**

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 6/3/2024  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources