

**MEMORANDUM OF AGREEMENT BETWEEN
THE UNITED STATES ARMY RESERVE, 88TH READINESS DIVISION, AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
FOR THE DEMOLITION OF BRIDGE JTR4B AT THE
JOLIET TRAINING AREA
20612 ARSENAL ROAD, ELWOOD, ILLINOIS, 60421
(SHPO Log #015080520)**

This Memorandum of Agreement (Agreement) is hereby mutually entered into by the United States Army Reserve 88th Readiness Division (the 88th RD) and the Illinois State Historic Preservation Officer (SHPO).

WHEREAS, the 88th RD has real property accountability on behalf of the U.S. Government for the federal training lands at the Joliet Training Area (JTA), thereby making projects within the JTA undertakings subject to review under Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f/54 U.S.C. §306108, or as otherwise currently codified), and its implementing regulations, 36 CFR § 800 (Act); and

WHEREAS, the 88th RD plans to demolish and remove (Undertaking) Bridge JTR4B (Bridge) located at 20612 Arsenal Road, Elwood, Will County, Illinois, 60421, and within the JTA; and

WHEREAS, the Bridge is eligible for listing on the National Register of Historic Places (NRHP) under Criterion A for its association with the Civilian Conservation Corps (CCC) program and under Criterion C for its characteristic CCC-era engineering and aesthetic design, both at the local level of significance; and

WHEREAS, the 88th RD has defined the area of potential effect (APE), as defined in 36 CFR § 800.16(d), as the footprint of the Bridge (see Attachment 1); and

WHEREAS, the Bridge has experienced flooding, damage from water and debris, and subsequent deterioration from frequent severe storms and increasing rainfall; and

WHEREAS, the 88th RD has deemed that the Bridge is excess to the needs of the Army Reserve and is non-essential to the training and mission readiness needs of soldiers; and

WHEREAS, the Bridge presents a safety risk to soldiers utilizing the JTA and has restricted accessibility to maintain the safety of soldiers; and

WHEREAS, the substantial cost of repairs or rehabilitation of the Bridge will not offset future damage by reoccurring, increasingly severe weather events in the area; and

WHEREAS, the 88th RD has determined that the Undertaking to demolish the Bridge is an adverse effect and has consulted with the SHPO, pursuant to the Act; and

WHEREAS, in accordance with 36 CFR § 800.2(d), the 88th RD has afforded the public an opportunity to comment on this Agreement through public notices posted in *The Herald-News* on 18 December 2021 and no public comments were received; and

WHEREAS, the 88th RD has identified no federally recognized Tribes who have potential concerns related to the Undertaking (per March 2020 tribal consultation of the Illinois Integrated Cultural Resources Management Plan Update 2020-2024); and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the 88th RD has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and on 12 July 2021 the ACHP chose *not to* participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii) (see Attachment 2); and

NOW, THEREFORE, the 88th RD and SHPO hereby mutually agree that the Undertaking shall be implemented in accordance with the following stipulations in this Agreement in order to mitigate the adverse effect of the Undertaking on the Bridge.

STIPULATIONS

I. MITIGATION

The 88th RD shall retain a historical professional of its choice (Professional) who meets the Secretary of the Interior’s Qualifications ([36 CFR Part 61](#)), to complete the measures described below. The Professional may be an outside Civilian Contractor, a member of the Army, or an Army employee. The 88th RD will ensure that the following Historic American Engineering Survey (HAER) recordation is completed by the Professional. The recordation must follow the HABS/HAER/HALS guidelines established by the Heritage Documents Programs division (HDP) of the National Park Service (See: [Standards & Guidelines](#)). The Professional must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Historic American Engineering Survey Level II Recordation

1. Fieldwork: Site Visit, Photography

- a. The Professional shall take site, exterior, and detail digital images of the Bridge. At least one photograph shall include a scale. These photos should be used for reference in developing the architectural description outlined in I.A.2.c.
- b. The Professional shall submit draft digital images of the same or very similar views that are proposed for HAER photography to the SHPO for comment. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, and distinctive features. Upon SHPO concurrence in writing of the selected draft views, the Professional may proceed

with taking the final HAER photography as outlined in I.A.1.c.

- c. Final HAER photographs must be taken by a professional photographer and must include all the views agreed to in I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS/HAER/HALS guidelines, with in-camera perspective correction (as needed).
- d. Upon completion of I.A.1.a, b, and c, the Professional shall digitally submit the images and copies of field notes to the SHPO for review and comment. Upon SHPO confirmation in writing that all of the information necessary to complete HAER recordation has been collected, the demolition of the Bridge may commence.

2. Recordation components shall consist of the following items.

- a. Sketch plans, as defined by HABS/HAER/HALS guidelines. The sketch plans (e.g., location map, site plan, key to photographs) will be included as figures at the end of the relevant report(s) and printed in accordance with HDP Transmittal Guidelines.
- b. HAER photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS/HAER/HALS guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by HDP staff. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS/HAER/HALS standards.
- c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by HDP staff.
- d. Narrative and description. A written historic narrative and an architectural description of the Bridge using HAER-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper. The written historical and descriptive data shall be prepared in accordance with HAER outline format for engineering structures guidelines.
- e. Existing/Historic Drawings: Any original and/or historic drawings of the Bridge shall be scanned at a minimum of 400 ppi and dropped full-size onto HAER title blocks. The Professional shall

verify that the original/historic plans can be reproduced in accordance with the U.S. Copyright Act, as amended (see: <https://www.nps.gov/hdp/standards/copyright.htm>). The finished sheets will be printed on vellum in accordance with HDP's Transmittal Guidelines. The Professional must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.

- f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
 - g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS/HAER/HALS guidelines. Captions shall cite the source of the images and maps. The Professional must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.
 - h. Copyright release form: Photograph copies and images that appear as figures within a historical report must be copyright free and a release form provided as part of the documentation package. A fillable copyright release form can be found at: https://www.nps.gov/hdp/standards/Copyright_fill.pdf
 - i. CD/DVD. Digital versions of items I.A.2.a through I.A.2.g must be saved onto an archival CD/DVD.
3. Draft submission. The Professional shall email in .pdf format the 95% draft of the items in I.A.2.a through h to the SHPO and the HDP for a 30-day review and comment period. When the SHPO accepts in writing the 95% draft submission, the Professional shall incorporate into the recordation any comments that the SHPO and HDP provides and complete the final documentation as directed in I.A.4.
 4. Final submission. Upon completion of the final documentation, the Professional shall submit the following to the SHPO:
 - a. One (1) HAER recordation package containing items I.A.2.a, b, c, d, e, f, g, and h.
 - b. One (1) recordation package containing items I.A.2.a, c, d, e, g h, and i in an archival clamshell.
 - c. Digital versions of items I.A.2.a, b, c, d, e, g, and h uploaded to the State of Illinois file transfer site:

<https://filet.illinois.gov/filet/pimupload.asp> with
“SHPO.review@illinois.gov” as the recipient.

Upon final approval, the SHPO will submit the HAER recordation package to the HDP for eventual deposit in the Library of Congress, and the SHPO will deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois.

II. DURATION

The MOA shall remain in full force and effect for five (5) years after the date of the last Signatory’s signature. This MOA will be null and void if its terms are not carried out within five (5) years from the date a copy signed by all of the signatories is filed with the ACHP. Prior to such time, the 88th RD may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The 88th RD shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the 88th RD shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, the 88th RD understands and agrees that it must immediately stop work within the area of discovery and consult with the SHPO.

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, the 88th RD shall provide all parties to this Agreement and the ACHP 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 88th RD’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 88th RD 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 88th RD’s proposed resolution, to the ACHP. The ACHP shall provide the 88th RD 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 88th RD 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 88th RD 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 88th RD may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the 88th RD 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 88th RD'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

Any signatory to the Agreement may request that it be amended in accordance with 36 CFR 800.6(c)(7), whereupon the signatories will consult to consider such amendment. If any of the signatories to the Agreement believes that the terms of the Agreement cannot be carried out, or that an amendment to the terms of the Agreement must be made, that signatory shall immediately consult with the other signatories to develop amendments to the Agreement. The process of amending the Agreement shall be the same as that exercised in creating the original Agreement. If an amendment cannot be agreed upon, the dispute resolution process set forth in Stipulation V will be followed.

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 88th RD 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 88th RD shall notify the signatories as to the course of action it will pursue.

VIII. EMERGENCY RESPONSE

- A. Emergency response includes those actions deemed necessary by the 88th RD as an immediate and direct reaction to an emergency situation, which is a disaster or emergency declared by the President or Governor of Illinois, or other immediate threat to life or property. Emergency actions under this MOA are only those

implemented within 30 calendar days from the initiation of the emergency situation and those located within the APE for the Undertaking.

- B. If the emergency action has the potential to affect historic properties, the 88th RD Cultural Resources Manager (CRM) shall notify the SHPO within three business days prior to initiating the action if feasible.
1. The CRM shall develop a plan and take action to address the emergency in a manner as consistent as possible with the Standards of Treatment (36 CFR Part 68 and applicable guidelines).
 2. The CRM shall forward the plan to the SHPO for review and comment. The SHPO shall have three business days to review and comment on the plan to address the emergency.
 3. If the SHPO objects to the plan, the SHPO will offer an alternate approach within the review period. Following its consideration of comments received, the 88th RD will notify the SHPO of its decision to proceed with the plan as proposed or an amended plan and may proceed accordingly after the three-day review period. If adverse effects result, the 88th RD will resolve them after-the-fact pursuant to 36 CFR § 800.6.
 4. If the SHPO does not comment on the plan within the review period, the CRM shall attempt to contact the SHPO before implementing the proposed plan.
- C. If the CRM is unable to consult with the SHPO prior to carrying out emergency actions, the 88th RD CRM shall make all efforts to notify the SHPO within 24 hours of the emergency action.
1. The notification shall include a description of the emergency action taken, the effects of the action(s) to historic properties, and, when appropriate, any further proposed measures to avoid, minimize, or mitigate potential adverse effects to historic properties to address the situation causing the emergency.
 2. The SHPO shall have three calendar days to review and comment on the plan developed when further action is required to address the emergency unless the agency official, as defined in 36 CFR § 800.2, determines that circumstances do not permit three days for comment, in which case the 88th RD will proceed in accordance with 36 CFR § 800.12(b)(2), and invite any comments within the time available.
 - a. If the SHPO does not object within the review period, the 88th RD may implement the further action.
 - b. If the SHPO objects to the plan, then the SHPO will notify the 88th RD of the objection and offer an alternate approach within the three-day review

period. Following its consideration of comments received, the 88th RD will provide notification to the SHPO of its decision to proceed with the plan as proposed or an amended plan and may proceed accordingly after the three-day review period. If adverse effects result, the 88th RD will resolve them after-the-fact per 36 CFR § 800.6.

D. Immediate fire and emergency service operations conducted to preserve life or property are exempt from these and all other provisions of this MOA.

IX. 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.

X. ANTI-DEFICIENCY ACT

The stipulations of the Agreement are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs the 88th RD’s ability to implement the stipulations of the Agreement, the 88th RD will consult in accordance with the amendment and termination procedures found in Stipulations VI and VII.

XI. DISTRIBUTION OF AGREEMENT

In order to meet the requirements of Section 106 and 36 CFR § 800.6(b)(1)(iv), upon the execution of this Agreement and prior to approving the Undertaking, the 88th RD must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

EXECUTION of this Agreement by the 88th RD and the SHPO and the implementation of its terms evidence that the 88th RD has afforded the ACHP an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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20612 ARSENAL ROAD, ELWOOD, ILLINOIS, 60421
(SHPO Log #015080520)**

SIGNATORY

88th READINESS DIVISION (88th RD), U.S. ARMY RESERVE

By: _____ Date: 20220505
Darrell J. Guthrie
Major General, U.S. Army
Commanding

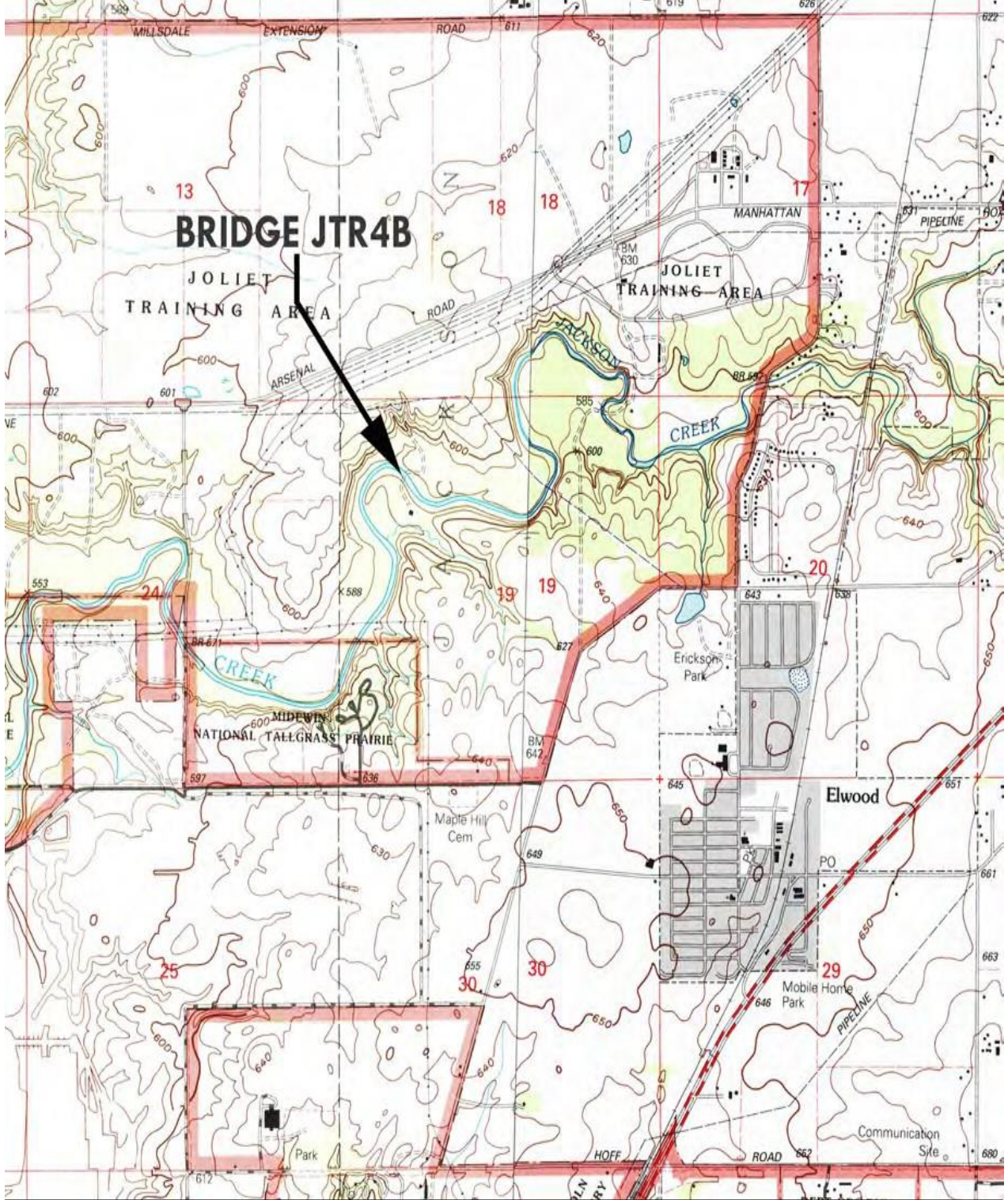
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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 4/15/2022
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

Attachment 1







Lost planks due to flood damage.



Flood debris on bridge



Details of exposed reinforcing bar on face of arch crown



Abutment showing concrete foundation and bank erosion.

Attachment 2



July 12, 2021

Duane L. Meighan
Cultural Resource Manager
US Army Reserve
88th Readiness Division
60 South O Street
Fort McCoy, WI 54656-5138

Ref: *Demolition of Joliet Training Area Bridge JTR4B*
Elwood, Will County, Illinois
ACHP Project Number: 017080

Dear Mr. Meighan:

On June 25, 2021, the Advisory Council on Historic Preservation (ACHP) received your notification and supporting documentation regarding the potential adverse effects of the referenced undertaking on a property or properties listed or eligible for listing in the National Register of Historic Places. Based upon the information you provided, we have concluded that Appendix A, *Criteria for Council Involvement in Reviewing Individual Section 106 Cases*, of our regulations, "Protection of Historic Properties" (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act, does not apply to this undertaking. Accordingly, we do not believe our participation in the consultation to resolve adverse effects is needed.

However, if we receive a request for participation from the State Historic Preservation Officer, Tribal Historic Preservation Officer, affected Indian tribe, a consulting party, or other party, we may reconsider this decision. Should the undertaking's circumstances change, consulting parties cannot come to consensus, or you need further advisory assistance to conclude the consultation process, please contact us.

Pursuant to Section 800.6(b)(1)(iv), you will need to file the final Section 106 agreement document (Agreement), developed in consultation with the Illinois State Historic Preservation Office and any other consulting parties, and related documentation with the ACHP at the conclusion of the consultation process. The filing of the Agreement and supporting documentation with the ACHP is required in order to complete the requirements of Section 106 of the National Historic Preservation Act.

Thank you for providing us with your notification of adverse effect. If you have any questions or require our further assistance, please contact Rachael Mangum at (202) 517-0214 or by e-mail at

rmangum@achp.gov and reference the ACHP Project Number above.

Sincerely,

A handwritten signature in cursive script that reads "Artisha Thompson". The signature is written in black ink and is positioned above the typed name.

Artisha Thompson
Historic Preservation Technician
Office of Federal Agency Programs