MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS,
ROCK ISLAND DISTRICT
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER,
REGARDING THE
INSTALLATION OF A CONVEYOR BELT OVER THE
ILLINOIS AND MICHIGAN CANAL
WEST OF THE ABRAHAM LINCOLN BRIDGE (I-39)
AND EAST OF THE
FORMER ILLINOIS CENTRAL RAILROAD BRIDGE
LOCATED IN
LASALLE COUNTY, ILLINOIS

WHEREAS, in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, the U.S. Army Corps of Engineers, Rock Island District (Corps) proposes to grant a permit (CEMVR-OD-P-2009-1622) in accordance with Section 404 of the Clean Water Act of 1972 (33 U.S.C. 1344) to Illinois Cement Company LLC (ICC) to undertake the installation of a conveyor belt over the Illinois and Michigan Canal west of the Abraham Lincoln Bridge (I39) and east of the former Illinois Central Railroad bridge located in LaSalle County, Illinois; and,

WHEREAS, the Corps has consulted with the Illinois State Historic Preservation Office (SHPO) pursuant to 36 CFR 800.2(c)(1) and has come to an agreement on the project Area of Potential Effects (hereinafter, APE) pursuant to 36 CFR 800.4(a)(1), (Appendix A); and,

WHEREAS, the Corps has consulted with the Illinois Department of Natural Resources (IDNR) regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a concurring party, and

WHEREAS, the Corps has consulted with ICC regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a concurring party, and

WHEREAS, the Illinois Conservation Foundation (ICF) has agreed to assist the IDNR with the stipulations regarding the effects of the undertaking on historic properties and have been invited to sign the MOA as a concurring party, and

WHEREAS, the Illinois and Michigan Canal is listed on the National Register of Historic Places as a National Historic Landmark and no other properties of historic, architectural or archaeological significance exist within the project area, nor are human remains likely to be encountered; and

WHEREAS, the Corps has determined, and SHPO concurs, that the proposed construction of the conveyor belt across the Illinois and Michigan Canal constitutes an adverse effect; and

WHEREAS, all parties mutually agree that there is no prudent or feasible alternative to the project as originally proposed, and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the Corps has notified the Advisory Council on Historic Preservation (ACHP) of its determination of a possible adverse effect with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36CFR§ 800.6(a)(1)(iii); and

NOW, THEREFORE, the Corps and the Illinois SHPO agree (and the IDNR and ICC concur in this Agreement and agree to be bound hereby as concurring parties) that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

I. TERMS

A. The Corps shall ensure that issuance of Permit No. CEMVR-OD-P-2009-1622 to ICC is withheld until this Memorandum of Agreement (MOA) has been executed by all signatories and concurring parties. Upon receipt by the Corps of a fully executed MOA (signed by all signatories and concurring parties) and upon receipt by the ICF of the Escrowed Funds (as hereinafter defined), the Corps shall issue Permit No. CEMVR-OD-P-2009-1622 to ICC.

B. As mitigation for the proposed adverse effect, the Corps and the Illinois SHPO accept the rehabilitation of the Civilian Conservation Corps shelter (Appendix A) located below the dam in the Channahon day use area, Illinois and Michigan Canal. Appendix A is incorporated into this MOA as if fully set forth herein.

C. The Civilian Conservation Corps era shelter is a contributing structure to the Illinois and Michigan Canal National Historic landmark.

D. The scope of work for the shelter rehabilitation is outlined in Appendix B. Appendix B is incorporated into this MOA as if fully set forth herein.

E. Funding for this project will be provided by ICC in an amount not to exceed $50,000, which ICC shall deposit with the ICF into an escrow account at the ICF (Escrowed Funds), which ICF shall use to fund the rehabilitation of the Civilian Conservation Corps shelter depicted on Appendix A by IDNR to be performed in accordance with Appendix B. Any portion of the Escrowed Funds remaining in the ICF escrow account at the time of completion of the project (or upon any termination of the project) and after payment of all amounts to providers and vendors for goods and services supplied for the project shall be returned to ICC.

II. DURATION

This MOA will be null and void if its terms are not carried out within two (2) years from the date of its execution. Prior to such time, the Corps may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IV below.

III. DISPUTE RESOLUTION

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

A. Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the Advisory Council on Historic Preservation (ACHP). The ACHP shall provide the Corps 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 Corps 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 Corps 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 Corps may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

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

IV. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories and concurring parties. The amendment will be effective on the date a copy signed by all of the signatories and concurring parties is filed with the ACHP.

V. 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 per Stipulation IV, above. 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, the Corps must either (a) execute an MOA pursuant to 26 CFR § 800.6 or (b) request, take into account and respond to the comments of the ACHP under 36 CFR § 800.7. The Corps shall notify the signatories as to the course of action it will pursue.

SIGNATORIES:

United States Army Corps of Engineers, Rock Island District

Thomas J. Hodgins, Deputy Cdr Date 10 Apr 12
FOR Shawn P. McGinley
Colonel, US Army
Commander and District Engineer

Illinois State Historic Preservation Officer

Anne Haaker Date 14 April 12
Ms. Anne Haaker
Deputy State Historic Preservation Officer
Illinois Historic Preservation Agency

CONCURRING PARTIES:

Illinois Department of Natural Resources

APPROVED FOR EXECUTION
Date: 5/7/12
Legal Counsel:

_____ Date 5/3/12
Mr. Marc Miller
Director,
Illinois Department of Natural Resources

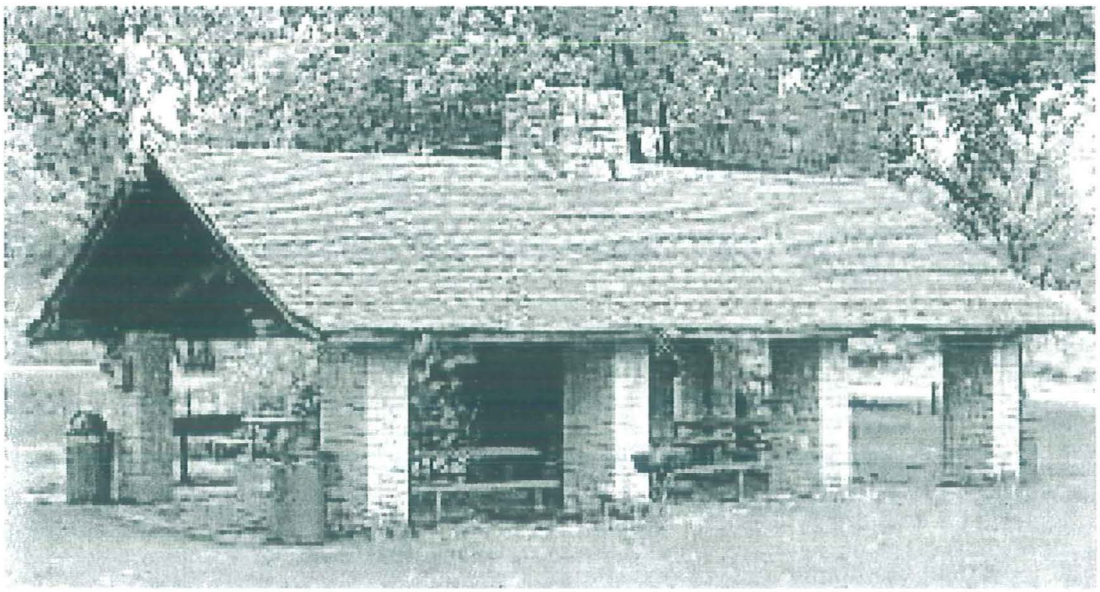
Illinois Cement Company LLC

By: Wayne N. Emmer 5/24/2012 Date
Mr. Wayne Emmer
President,
Illinois Cement Company LLC

Illinois Conservation Foundation

_____ Date 5/01/12
Mr. Mark Spangler
Executive Director,
Illinois Conservation Foundation

Appendix A
Civilian Conservation Corps Shelter, Illinois and Michigan Canal, Channahon Illinois



Appendix B

Scope of Work for Rehabilitation of Civilian Conservation Corps Shelter, Illinois and Michigan Canal, Channahon, Illinois

PROBLEM DESCRIPTION:

Civilian Conservation Corps (CCC) shelter located within the Channahon State Park, at Channahon Illinois, Will County. The shelter was constructed in the mid 1930's as a CCC project and over the years has become a favored location for day use. Do to extensive use and the harsh weather conditions over the years the shelter has fallen into disrepair and is past due for some major repairs. The shelter measures 24'x 38'and was constructed with an open scissor truss and gable system. The shelter is supported by 8 large sandstone columns that appear to be in good condition; however the shelter does have a large sandstone fireplace located in the center which will involve some minor repairs also included in this project. The roof is covered with asphalt shingles which have outlived their useful life and will require removal and replacement. This project will consist of restoring this CCC shelter to its intended grandeur.

PROJECT DETAIL:

All materials used during this rehabilitation project will be in kind, i.e. the same materials and measurements. The original architectural design of this structure will not be altered in any way during this rehab project. This project will include but not be limited to the work described below.

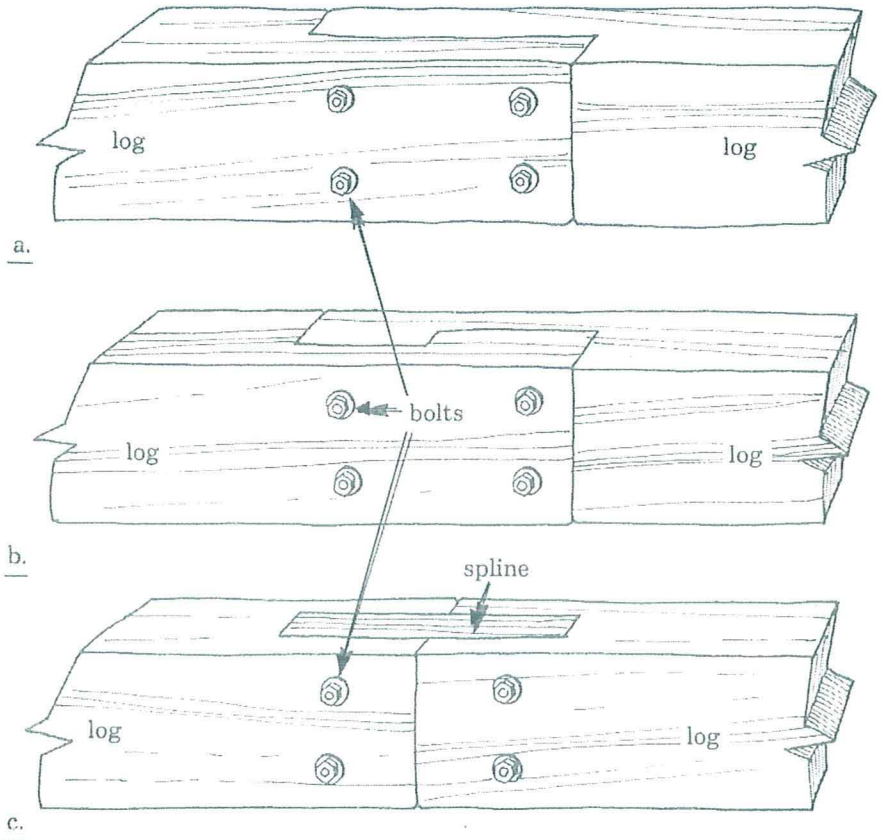
Roof and Decking:
Remove all shingles, felt paper, flashings, drip edges, and the fascia boards that run the entire length of the structure on both sides. Based on preliminary assessments it appears that there are roughly 30 boards, 12' long of the existing 2"x 8" deck boards that have rotted and will require removal and replacement, i.e. the lower 4 boards on the east side and the lower 3 boards on the west side, again the full length of the shelter both sides. Once all of the shingles are removed, additional damages to the decking may be found and require removal and replacement under the base bid. After all damaged decking is repaired and examined / approved by the engineer, then 5/8" plywood decking will be installed over the entire shelter, new chimney flashing, ridge flashing, brown pre-finished drip edge, 30# felt paper underlayment, ice / water shield 48" around the perimeter of the roof will be installed and Architectural Dimensional asphalt shingles with 25-30 year warranty. Provide samples to Regional Engineer.

Fireplace and Chimney:
It is suggested that the chimney work be completed prior to installing the new shingles. Under the base bid the contractor will pressure wash and clean the fireplace and firebox prior to tuck

pointing. Missing stone on the chimney cap and in the firebox will need to be replaced in-kind prior to tuck pointing. When tuck pointing the sandstone chimney, begin by scraping or chiseling out the bad and loose mortar to a depth ranging between ½ inch to 1 1/2" inches, but use care not damage mortar that is still solid and in good condition. Prior to placing the mortar, the joints should be gone over firmly with a wire brush to clean out small loose debris. The joints will be pointed with mortar with an acrylic glue additive in the mortar mix; this will provide a better bond between the bricks or stones. The new joints should match the existing joints when the project is complete. After the new mortar has set, the chimneys are required to be washed down with a light muriatic acid solution to clean excess mortar off the stones. Once all the chimney repairs are made the contractor will be required to check all flashings and re-caulk with a tough, flexible sealant that is designed to stop leaks around chimneys and is designed to withstand extreme temperature conditions. A suggested product is Liquid Nail Roof Repair (RR 808) or equivalent.

Structural Repairs:

The structural repairs will consist of removing and replacing damaged and rotted exposed wood elements, such as truss ends, fly rafters, fascia boards, ridge board and the horizontal roof truss support beams. Fly rafters; the lower 27 inches of the fly rafters (all four corners) have rotted and will require replacement. The fly rafters were constructed out of 3"x 3 ½ " material and the lower ends were connected using a butt joint splice, therefore the lower end can be replaced with new material using the same type of connection. Truss support beams; the ends of the two horizontal roof truss support beam which run the length of the shelter have rotted and also require repairs. The damaged ends of the two beams (four ends) will need to be cut-off and the same material will be used to replace the damaged areas, the connections will be made using a lap joint as shown below. The finished length will equal the original length. Once the new material has been installed, then it will need to be sealed on all edges. Trusses; the exposed ends of the scissor trusses have rotted and are no longer a supporting member of the truss system. The lower ends were connected to the four trusses using a lap splice connection and that is what will be used when making these repairs; an example can be seen below. The lower ends sections measure 7 ¼" x 7 ¾", the length of the splice is 26" to the face of the column. The truss is fastened to the horizontal support beam, which is supported by the stone columns. Under this contract the contractor is required to replace in-kind each end of all four truss (eight ends) using the same material and dimensions. If the contractor chooses to replace only the outer damaged ends, the same dimensions and type of splice will need to be used on each truss so they all match when completed. It would be advisable to make all truss repairs when the decking boards are removed, prior to re-decking the shelter. Fascia boards; the fascia boards have been installed between the trusses and fly rafters using a notched saddle connection, the new fascia boards will be installed using the same material and in the same manor. Ridge board; the exposed portions (ends) of the ridge board have rotted and will require the same repairs as the truss support beams, i.e. cut-off the damaged material, replace in-kind using a lap joint connection and seal all edges. The existing ridge board measures 5 ½" x 5 ½" and runs the entire length of the structure. For safety it should be mentioned that the electrical service to the shelter is attached to the north end and should be shut-off prior to making repairs to the ridge board.



Illus. 8.11. *Splice joints. (a) Lap splice. (b) Lock splice. (c) Spline splice.*

These are 3 examples of types of splice or scarf joints used in the construction of several CCC structures.

PROJECT DETAIL RECAP:

- Remove existing shingles, felt paper and drip edge.
- Repair all damaged decking found with like materials.
- Replace all fascia boards.
- Install 5/8" plywood decking.
- Install 30# felt underlayment below and above the 5/8" plywood decking.
- Install ice / water shield 48" around the perimeter of the roof.
- Install new pre-finished brown drip edge.
- Install all new flashing around chimney.
- Install new ridge flashing.
- Install Architectural Dimensional asphalt shingles with 25-30 year warranty.
- Replace missing sandstone on chimney cap and in firebox.
- Tuck point all stone work as needed.

- Replace rotted truss ends.
- Repair rotted horizontal support beams and ridge board as discussed.
- Replace fascia boards.
- Clean-up and remove off site all construction debris and excess materials.

Bidding for the project will be coordinated through the IDNR which will also supervise the rehabilitation project, and the IDNR (either by itself, or through contractors, subcontractors, and/or material suppliers) shall be responsible for the construction of the project.