

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS,
ROCK ISLAND DISTRICT,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, AND
TOWN OF NORMAL, ILLINOIS,
REGARDING
BRIDGE #057-7816 ON GLENN AVENUE OVER THE NORTH BRANCH OF SUGAR CREEK,
TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS
(SHPO LOG #007121418)**

WHEREAS, the Town of Normal, Illinois, (Normal) in coordination with the Illinois Department of Transportation (IDOT), plans to replace the bridge (#057-7816) on Glenn Avenue over North Branch Sugar Creek in Normal, McLean County, Illinois, (Bridge) requiring a United States Army Corps of Engineers, Rock Island District (District) permit (CEMVR-OD-P-2018-1336) (Permit), in accordance with Section 404 of the Clean Water Act of 1972 (33 U.S.C. § 1344), authorizing a replacement for the Bridge; and

WHEREAS, the issuance of the Permit for the replacement bridge will cause the demolition of the Bridge; and

WHEREAS, the issuance of the Permit constitutes an Undertaking subject to 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 Director of the Illinois Department of Natural Resources (IDNR) is the duly designated Illinois State Historic Preservation Officer (SHPO); and

WHEREAS, the District has consulted with the SHPO pursuant to the Act; and

WHEREAS, the District and IDOT have defined, and the SHPO concurs, the Undertaking's Area of Potential Effects (APE) as the footprint of the existing bridge that will be replaced (Appendix A); and

WHEREAS, the Bridge has been determined eligible for listing in the National Register of Historic Places (NRHP), and no other properties of historic, architectural, or archaeological significance are known to exist within the APE, nor are human remains likely to be encountered; and

WHEREAS, the District has determined, and SHPO concurs, that the Undertaking will have an adverse effect on the Bridge; and

WHEREAS, the District has consulted with Normal regarding the effects of the

Undertaking on the Bridge and has invited it to sign this Memorandum of Agreement (Agreement) as an Invited Signatory; and

WHEREAS, the District has consulted with the IDOT regarding the effects of the Undertaking on the Bridge and has invited it to sign this Agreement as an Invited Signatory; and

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

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the District notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and invited it to participate in the consultation; and

WHEREAS, on September 19, 2019, the ACHP chose not to participate in the consultation, pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, the District shall ensure that issuance of the Permit will remain suspended until this Agreement has been executed by all signatories; and

NOW, THEREFORE, the District, IDOT, Normal, and SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on the historic property.

STIPULATIONS

I. MITIGATION

- A. Normal shall ensure the vehicular railings on the replacement bridge mimics the appearance of the Bridge's historic vehicular railings, as recommended on page 7 of the "Section 106 Documentation of Adverse Effect" report dated August 14, 2019. Normal shall submit to the IDOT for submission to the SHPO drawings of the proposed bridge and its railings for SHPO comment at the 50% and 95% design stages.
- B. The Bridge shall be documented in the manner described below and for which Normal shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) for Architectural History and who has experience with documenting historic bridges to record the Bridge to the Level III documentation standards set forth in the Historic Illinois Engineering Record (HIER).

- C. Recordation will commence with documentation and photography of the Bridge. Normal shall submit paper and digital copies of the draft HIER report to the IDOT and District for review, and the IDOT will submit to SHPO. The draft HIER package shall consist of photographs, measured drawings, and a project narrative. The narrative will include historical context statements and a written architectural description of the Bridge using the HIER designated outline format.
- D. Upon receipt of the SHPO's written acceptance of the draft HIER report by the IDOT and District, IDOT will notify Normal that demolition of the Bridge may commence.
- E. Normal shall submit a final HIER Level III documentation package including two archival paper and digital (CD) copies in an appropriate archival box to the IDOT for submission to the SHPO. The final HIER package shall consist of photographs, measured drawings, and a project narrative that includes historical context statements and a written architectural description of the Bridge using the HIER designated outline format. Photographs of the historic property will be produced and submitted per the HIER requirements. Normal shall submit a digital (pdf) copy of the final HIER document to the District. Normal shall submit the final package to the IDOT for submission to the SHPO no later than six (6) months from the issuance date of the Permit.
- F. Upon receipt of the SHPO's written acceptance of the final HIER package by the IDOT, Normal, and the District, the Section 106 process will have been concluded. The SHPO will submit the final recordation package to the Abraham Lincoln Presidential Library in Springfield, Illinois, for archiving.

II. DURATION

This Agreement will be null and void if its terms are not carried out within three (3) years from the date of its execution. Prior to such time, the District may consult with the other signatories to reconsider the terms of this Agreement and amend it in accordance with Stipulation IV below.

III. DISPUTE RESOLUTION

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

- A. Forward all documentation relevant to the dispute, including the District's proposed

resolution, to the ACHP. The ACHP shall provide the District 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 District 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 District 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 District may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the District 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 District'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.

IV. 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 and is filed with the ACHP.

V. 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 III and IV, above. If an amendment has not been reached within thirty (30) days, 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 District must either (a) execute another 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 District shall notify the signatories as to the course of action it will pursue.

This Agreement is binding upon the signatories hereto not as individuals, but solely in their capacity as officials of their respective organizations and acknowledges proper

action of each organization to enter into the same.

VI. 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.

EXECUTION of this Agreement by the District, IDOT, SHPO, and Normal and the implementation of its terms evidences that the District has afforded the ACHP an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS,
ROCK ISLAND DISTRICT,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, AND
TOWN OF NORMAL, ILLINOIS,
REGARDING
BRIDGE #057-7816 ON GLENN AVENUE OVER THE NORTH BRANCH OF SUGAR CREEK,
TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS
(SHPO LOG #007121418)

SIGNATORY:

United States Army Corps of Engineers, Rock Island District (District)

Ward Lenz Date 11/Dec/2019
Ward Lenz
Regulatory Branch Chief
United States Army Corps of Engineers, Rock Island District

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS,
ROCK ISLAND DISTRICT,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, AND
TOWN OF NORMAL, ILLINOIS,
REGARDING
BRIDGE #057-7816 ON GLENN AVENUE OVER THE NORTH BRANCH OF SUGAR CREEK,
TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS
(SHPO LOG #007121418)**

SIGNATORY:

Illinois State Historic Preservation Officer (SHPO)



Date 12-4-19

Colleen Callahan

Director and State Historic Preservation Officer
Illinois Department of Natural Resources

12/4/2019


**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS,
ROCK ISLAND DISTRICT,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, AND
TOWN OF NORMAL, ILLINOIS,
REGARDING
BRIDGE #057-7816 ON GLENN AVENUE OVER THE NORTH BRANCH OF SUGAR CREEK,
TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS
(SHPO LOG #007121418)**

INVITED SIGNATORY:

Illinois Department of Transportation (IDOT)

 _____ Date 12-5-19
Kensil Garnett
Regional Engineer
Illinois Department of Transportation

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS,
ROCK ISLAND DISTRICT,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, AND
TOWN OF NORMAL, ILLINOIS,
REGARDING
BRIDGE #057-7816 ON GLENN AVENUE OVER THE NORTH BRANCH OF SUGAR CREEK,
TOWN OF NORMAL, MCLEAN COUNTY, ILLINOIS
(SHPO LOG #007121418)**

INVITED SIGNATORY:

Town of Normal (Normal)

 _____ Date 12/4/19

Ryan Otto
Director of Engineering
Town of Normal

APPENDIX A: Map Showing Area of Potential Effects (APE)

