MEMORANDUM OF AGREEMENT
AMONG THE
FEDERAL HIGHWAY ADMINISTRATION,
ILLINOIS DEPARTMENT OF TRANSPORTATION,
CITY OF PEORIA,
AND
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE REPLACEMENT OF
THE MACARTHUR HIGHWAY BRIDGE
OVER ROMEO B. GARRETT AVENUE
(STRUCTURE NO. 072-6005)
PEORIA, PEORIA COUNTY, ILLINOIS

WHEREAS, the Illinois Department of Transportation (IDOT) in coordination with the City of Peoria, plans to replace the MacArthur Highway Bridge over Romeo B. Garrett Avenue (Project) in Peoria, Peoria County, Illinois (Sequence #19014); and

WHEREAS, the Federal Highway Administration (FHWA) plans to 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. § 306108, and its implementing regulations, 36 C.F.R. Part 800; and

WHEREAS, the FHWA has defined the Undertaking's area of potential effect (APE) as the footprint of the existing bridge; and

WHEREAS, FHWA has determined that the Undertaking will have an adverse effect on the MacArthur Highway Bridge over Romeo B. Garrett Avenue (Structure # 072-6005), which is eligible for the National Register of Historic Places, and has consulted with the Illinois State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. Part 800; and

WHEREAS, the responsibilities of the SHPO under Section 106 and 36 C.F.R. Part 800 are to advise, assist, review, and consult with federal agencies as they carry out their historic preservation responsibilities and to respond to federal agencies' requests within a specified period of time; and

WHEREAS, as used herein, the term "SHPO" means the official appointed or designated pursuant to section 101(b)(1) of the NHPA, as amended (54 U.S. Code § 302301(1)), to administer the State historic preservation program or a representative designated to act for the State historic preservation officer (see 36 C.F.R. § 800.16(v)); and

WHEREAS, the Illinois State historic preservation program presently resides within the Illinois Department of Natural Resources (IDNR), and the Director of IDNR, Wayne A. Rosenthal, is the duly designated State historic preservation officer; and

WHEREAS, FHWA has determined that the Undertaking will not have an effect on historic properties other than the MacArthur Highway Bridge, and the SHPO concurs in this determination; and

WHEREAS, FHWA has invited the IDOT and City of Peoria to participate in consultation and to become invited signatories to this agreement;

WHEREAS, the public was given an opportunity to comment on the Undertaking's adverse effect in a notice published on August 17, 2016 and September 21, 2016 in the *Peoria Journal-Star*; and

WHEREAS, pursuant to 23 USC 144(g), 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 FHWA has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect, pursuant to 36 CFR Section 800.6(a)(1), in a letter dated October 25, 2017 and ACHP declined to enter into consultation in a letter dated November 9, 2017; and

NOW, THEREFORE, FHWA, IDOT, City of Peoria, and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

STIPULATIONS

FHWA, in coordination with the IDOT and the City of Peoria, shall ensure that the following measures are carried out:

1. Prior to beginning of construction activities, IDOT shall submit documentation concerning the MacArthur Highway Bridge over Romeo B. Garrett Avenue to the SHPO in compliance with Level III standards of the Historic Illinois Engineering Record (HIER). The IDOT must receive written concurrence from the SHPO that the documentation is acceptable prior to IDOT notifying the City of Peoria that the bridge can be demolished. City of Peoria shall ensure the bridge is not demolished until IDOT provides written approval from the SHPO.

2. The new structure will replicate key features of the existing structure, and the plans for the new bridge will be reviewed and approved by SHPO prior to the beginning of construction activities.

3. DURATION

   This agreement will be null and void if its stipulations are not carried out within ten (10) years from the date of its execution. At such time, and prior to work continuing on the Undertaking, FHWA shall either (a) execute an agreement pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Prior to such time, FHWA may consult with the other signatories to reconsider the terms of the agreement and amend it in accordance with Stipulation 7 below. FHWA shall notify the signatories as to the course of action it will pursue.

4. POST-REVIEW DISCOVERIES

   If potential historic properties are discovered or unanticipated effects on historic properties found, FHWA shall make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties and follow the requirements of 36 CFR Section 800.13(b).

5. 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, 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 the FHWA's proposed resolution, to the ACHP. The ACHP shall provide FHWA 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, 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 agreement, 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.

6. 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 is filed with the ACHP.

7. TERMINATION

If any signatory to this agreement 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 6, 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 the agreement is terminated, and prior to work continuing on the undertaking, FHWA must either (a) execute an 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. FHWA shall notify the signatories as to the course of action it will pursue.

EXECUTION of this agreement by the FHWA 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.

SIGNATORIES

FEDERAL HIGHWAY ADMINISTRATION

By: Janis P. Piland Date: 2-8-2018

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: _____ Date: 2/8/18

Wayne A. Rosenthal, Director, Illinois Department of Natural Resources, and Illinois State Historic Preservation Office

APPROVED FOR EXECUTION
Date: Feb. 7, 2018
Legal Counsel: Eric L. Cahoy

INVITED SIGNATORIES

ILLINOIS DEPARTMENT OF TRANSPORTATION

By: _____ Date: 020518

CITY OF PEORIA

By: _____ Date: 2/5/18