MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS,
ROCK ISLAND DISTRICT,
THE ILLINOIS DEPARTMENT OF TRANSPORTATION,
HENDERSON COUNTY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER,
REGARDING REPLACEMENT OF THE
BRIDGE OVER VOLE CREEK LOCATED ON TOWNSHIP ROAD 1,
IN THE TERRE HAUTE ROAD DISTRICT OF HENDERSON COUNTY, ILLINOIS
(STRUCTURE #036-5110; SECTION #05-11122-00-BR;
IDOT SEQUENCE #19417; IHPA LOG #013022616)

WHEREAS, in accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) and its implementing regulations (36 CFR § 800; and 33 CFR 325, Appendix C with the 2005 and 2007 interim guidance), the United States Army Corps of Engineers, Rock Island District (hereinafter, District) proposes to grant a permit (CEMVR-OD-P-2016-0436) in accordance with Section 404 of the Clean Water Act of 1972 (33 U.S.C. § 1344) to Henderson County authorizing a bridge replacement over Vole Creek on Township Road 1, in the Terre Haute Road District of Henderson County, Illinois (hereinafter, the undertaking), with the Illinois Department of Transportation (IDOT) initially coordinating this action; and,

WHEREAS, IDOT and the District have consulted with the Illinois State Historic Preservation Office (hereinafter, SHPO) and the parties have come to an agreement on the undertaking's area of potential effects (hereinafter, APE) as described in Appendix A; and,

WHEREAS, Structure #036-5110, the bridge (hereinafter, the historic property) that crosses Vole Creek at Township Road 1 in the Terre Haute Road District of Henderson County, Illinois, is determined eligible for listing in the National Register of Historic Places, 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 historic property; and,

WHEREAS, the District has consulted with Henderson County regarding the effects of the undertaking on the historic property and has invited them to sign this Memorandum of Agreement (hereafter MOA); 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); and 33 CFR 325, Appendix C with the 2005 and 2007 interim guidance, the District has notified the Advisory Council on Historic Preservation (hereafter ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen *not to* participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and 33 CFR 325, Appendix C with the 2005 and 2007 interim guidance; and,

NOW, THEREFORE, the District, IDOT, Henderson County, 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. TERMS

A. The District shall ensure that issuance of Permit No. CEMVR-OD-P-2016-0436 is withheld until this Memorandum of Agreement (MOA) has been executed by all signatories.

B. As mitigation for the proposed adverse effect, the District, IDOT, Henderson County, and the SHPO require that the historic property shall be documented in the manner described below and for which IDOT has agreed to provide funding.

C. The IDOT will ensure that their consultant who fulfills professional qualifications standards of the Secretary of the Interior for Architectural History and who has experience with documenting historic bridges, will record the historic property to meet the Illinois Historic American Engineering Record (IL HAER) Level III documentation standard.

D. Recordation will commence with documentation and photography of the historic property. A paper copy of the draft IL HAER report will be submitted by IDOT for SHPO review, and a digital (pdf) copy will be submitted to the District.

E. Upon SHPO's written acceptance of the draft report, the SHPO will forward their written acceptance to the District and IDOT.

F. Upon receipt by the District of SHPO's written acceptance of the draft documentation, the District shall issue Permit No. CEMVR-OD-P-2016-0436 to Henderson County. Upon receipt of the permit, Henderson County may immediately commence demolition of the historic property.

G. A final IL HAER Level III documentation package including two archival paper and digital (CD) copies in an appropriate archival box will be submitted by IDOT to SHPO.

The IL HAER 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 structures using the IL HAER designated outline format. Photographs of the historic property will be produced and submitted per the IL HAER requirements. This Level III package will be submitted to the SHPO by IDOT no later than six (6) months from the issuance date of Permit No. CEMVR-OD-P-2016-0436. A digital (pdf) copy of the final IL HAER document will be submitted to the District by IDOT.

H. Upon SHPO's written acceptance of the final IL HAER package, the SHPO will forward their written acceptance to the District and IDOT. With this written communication from the SHPO, the Section 106 process will have been concluded.

II. DURATION

This MOA 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 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 District shall consult with such party 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 MOA, 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

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. 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 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 after thirty (30) days an amendment has not been 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 District must either (a) execute another MOA pursuant to 36 CFR § 800.6; and 33 CFR 325, Appendix C with the 2005 and 2007 interim guidance or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7; and 33 CFR 325, Appendix C with the 2005 and 2007 interim guidance. The District shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the District, IDOT, and SHPO and implementation of its terms is evidence that Henderson County has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

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.

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SIGNATORY:

United States Army Corps of Engineers, Rock Island District

Ward Lenz Date 12/Aug/2016

Ward Lenz
Chief, Regulatory Branch
Operations Division

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SIGNATORY:

Illinois Department of Transportation

Kensil Garnett _____ Date 090716

Kensil Garnett
District 4 Regional Engineer
Illinois Department of Transportation

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SIGNATORY:

Henderson County

Albert Renken Date 9-9-16

Mr. Albert Renken, Chairman
County Board
Henderson County, Illinois

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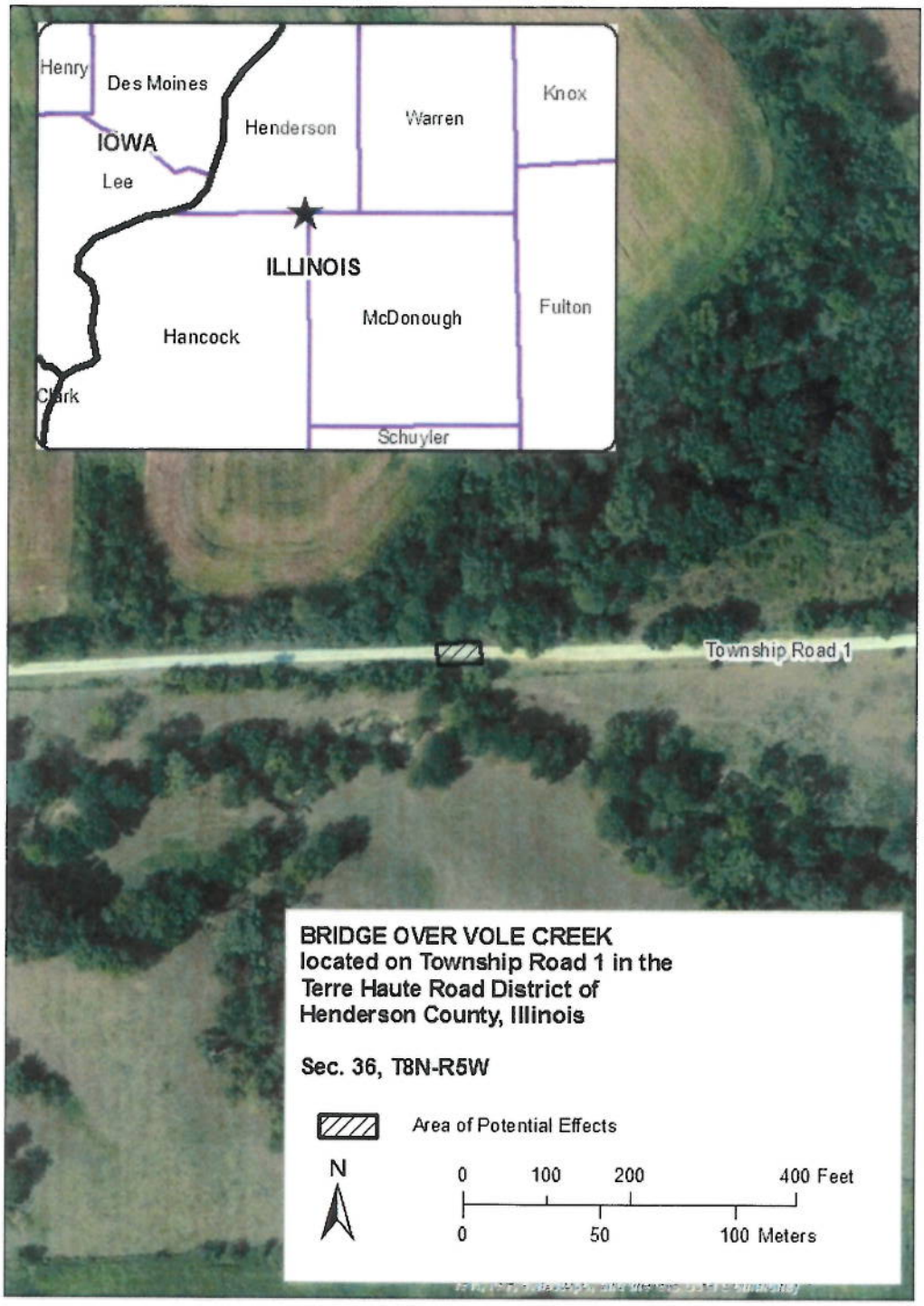
SIGNATORY:

Illinois State Historic Preservation Officer

_____ Date 8/24/16

Ms. Heidi Brown-McCreery
State Historic Preservation Officer
Illinois Historic Preservation Agency

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