MEMORANDUM OF AGREEMENT
AMONG THE U.S. ARMY CORPS OF ENGINEERS, LOUISVILLE DISTRICT, THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, AND THE COLES COUNTY, ILLINOIS HIGHWAY DEPARTMENT

REGARDING

THE PROPOSED DEMOLITION OF THE HARRISON STREET BRIDGE OVER THE EMBARRAS RIVER

WHEREAS, the Coles County Highway Department (CCHD) proposes to remove the Harrison Street Bridge (Project) over the Embarras River, Coles County, Illinois; and

WHEREAS, the Project would impact waters of the United States (the Undertaking), requiring a permit (ID No. LRL-2009-932-rjb) from the Department of the Army; and

WHEREAS, the U.S. Army Corps of Engineers Louisville District (the District) has defined the Undertaking's area of potential effect (APE) as the footprint of the proposed impacts to jurisdictional waters; and

WHEREAS, the District has consulted with the Illinois State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. Part 800, regulations implementing the NHPA; and

WHEREAS, the District and SHPO have determined that the Undertaking would have an adverse effect upon the East Harrison Street Bridge over the Embarras River, which is listed on the National Register of Historic Places; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the District has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination, provided the specified documentation, and the ACHP has chosen to/not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii);

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

Stipulations

The District shall condition the permit, if issued, to ensure that the following stipulations are implemented.

I. RECORDATION

A. Prior to demolition of the Bridge, the following procedures shall be undertaken and completed by the CCHD:

1. The SHPO will be advised and consulted.

2. In order to preserve a record of its history and appearance, the Bridge will be recorded by a SHPO-approved professional architect, historian, or architectural historian, experienced in the documentation of engineering resources. Illinois Historic American Engineering Record Level Documentation III is specified and will include:

a. Archival research to gather specific historic information from appropriate data sources, a brief report describing the history and architectural significance of the Bridge and history of the area will be prepared.

b. Photodocumentation of the bridge shall include 5"x7" prints from digital images showing its architectural and structural elements, surrounding environmental setting, views from each approach, and any other significant, character-defining details. Photographs should be printed on archival quality, acid free paper and mounted on archival board labeled with the date, site number, direction, and subject in pencil.

c. If available, a copy of the original construction plans and details and any other field plans or records maintained about the Bridge shall be provided. If original plans are not available, measured drawings of the structure will be prepared by an architect or architectural historian experienced in producing measured drawings. This work shall be completed in accordance with Illinois Historic American Engineering Record (ILHAER) guidelines.

d. The completed documentation in draft will be submitted by the applicant to the Corps and to the SHPO for review and acceptance. Upon notification of the acceptance, the applicant will provide one original and one copy to the SHPO. The SHPO may also require a copy be provided to the local historical society, should they so request.

II. PROFESSIONAL QUALIFICATIONS

A. The CCHD shall ensure that all historic documentation work undertaken and completed pursuant to this Memorandum of Agreement is accomplished by or under the direct supervision of a preservation professional meeting the qualifications set forth in the Secretary of the Interior's "Standards and Guidelines for Archeology and Historic Preservation" (48 FR 44716-42). The CCHD, through consultation with the SHPO, shall ensure that the preservation professional selected to complete the work has been approved for such work by the SHPO.

III. DISPUTE RESOLUTION

A. Should any signatory or invited signatory object at any time in writing to the District regarding any action carried out or proposed with respect to the Undertaking or to the manner in which the terms of this MOA are implemented, the District shall consult with such party to resolve the objection. The District also shall notify the other signatories to this MOA of such objection, and provide them the opportunity to participate in any consultations to resolve the objection. If the District determines that such objection cannot be resolved, the District will forward all documentation relevant to the dispute, including the District's proposed resolution, to the ACHP. Within thirty (30) days after receipt of all pertinent documentation, the ACHP shall exercise one of the following options:

1. Advise the District that the ACHP concurs in the District's proposed response to the objection, whereupon the District will respond to the objection accordingly; or

2. Provide the District with recommendations, which the District shall take into account in reaching a final decision regarding its response to the objection; or

3. Notify the District that the objection will be referred for comment pursuant to 36 C.F.R. 800.7 (a) (4), and proceed to refer the objection and comment. The District shall take the resulting comment into account in accordance with 36 C.F.R. 800.7 (c) (4) and Section 110 (1) of NHPA.

B. Should the ACHP not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the District may assume the ACHP's concurrence in its proposed response to the objection.

C. At any time during implementation of the measures stipulated in this agreement, should an objection pertaining to this agreement or the effect of the undertaking on historic properties be raised by a member of the public, the District shall notify the parties to this agreement and take the objection into account, consulting with the objector and should the objector so request, with any of the parties to this agreement to resolve the objection.

IV. TERMINATION

A. If the District determines that it cannot implement the terms of this agreement, or if a signatory or invited signatory determines that the agreement is not being properly implemented, such party may propose to the other signatories to this agreement that it be terminated, in accordance with 36 C.F.R. §800.6(c)(1) and (8).

B. The party proposing to terminate this agreement shall so notify all parties to this agreement, explaining the reasons for termination and affording the parties at least thirty (30) days to consult and seek alternatives to termination. The parties shall then consult.

C. If after the expiration of thirty (30) days (or such greater time period as may be agreed upon by all signatories) an agreement to avoid termination cannot be reached, the District or other signatory may terminate this agreement by so notifying all parties in writing.

D. Should this agreement be terminated, the District shall either:

1. Consult in accordance with 36 C.F.R. §800.6 to develop a new MOA; or

2. Request the comments of the ACHP pursuant to 36 C.F.R. §800.7.

V. AMENDMENTS

Any signatory to this agreement may propose to the District that the agreement be amended, whereupon the District shall consult

with the other parties to this agreement to consider such an amendment. 36 C.F.R. §800.6(c)(1) shall govern the execution of any such amendment. The signatures of all of the signatories shall be required for any amendment hereto to be effective.

VI. DURATION

If the district does not issue the permit or if the terms of this agreement have not been implemented by the expiration date of the Permit (if such a permit is issued by the District), this agreement shall be considered null and void. In the event that the permit expires, the District shall so notify the parties to this agreement, and if the CCHD chooses to continue with the undertaking, the District shall re-initiate review of the Undertaking in accordance with 36 C.F.R. Part 800.

This agreement shall be effective until such time as all of its terms are satisfied or it is amended or terminated and replaced.

Execution and implementation of this MOA, and its submission to the ACHP in accordance with 36 C.F.R. §800.6(b)(1)(iv), shall, pursuant to 36 C.F.R. §800.6(c), be considered to be an agreement with the ACHP for the purposes of Section 110(l) of the NHPA.

Execution of this agreement and implementation of its terms shall evidence that the District has afforded the ACHP an opportunity to comment on the removal of the Harrison Street Bridge, and that the District has taken into account the effects of the Undertaking on historic properties.

SIGNATORIES:

U.S. ARMY CORPS OF ENGINEERS DISTRICT, LOUISVILLE

_____ _____

Keith A. Landry Date
Colonel, Corps of Engineers
Commander and District Engineer

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

Anne E. Haaker
Deputy State Historic Preservation Officer

June 16, 2010
Date

INVITED SIGNATORY:

COLES COUNTY HIGHWAY DEPARTMENT

_____ _____

Richard Johnson, Coles County Engineer Date