MEMORANDUM OF AGREEMENT
BETWEEN
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
AND
COMMANDER, NAVY REGION MIDWEST
REGARDING
MITIGATION OF THE
SAMPSON STREET BRIDGE REPAIR
NAVAL STATION GREAT LAKES, ILLINOIS

WHEREAS, Naval Station Great Lakes (NSGL), of the Department of the Navy, plans to undertake repairs upon the Sampson Street Bridge that enhance pedestrian safety and accommodate NSGL emergency fire response vehicles; and

WHEREAS, NSGL has determined that the undertaking may have an adverse effect on the Sampson Street Bridge, which is listed in the National Register of Historic Places as a contributing resource to the Great Lakes Naval Training Station Historic District, and has consulted with the Illinois State Historic Preservation Officer (SHPO) pursuant to 36 CFR § 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 USC § 470f); and

WHEREAS, NSGL has consulted with the Landmarks Preservation Council Illinois and the National Trust for Historic Preservation regarding the effects of the undertaking on historic properties and has invited them to sign this Memorandum of Agreement as concurring parties; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), NSGL has notified the Advisory Council on Historic Preservation (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

WHEREAS, the Illinois SHPO is authorized to enter into this Agreement in order to fulfill its role of advising and assisting federal agencies in carrying out their Section 106 responsibilities under the following federal statutes: Section 101 and 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. § 470f, and pursuant to 36 CFR § 800, regulations implementing Section 106 at §§ 800.2(c)(1)(i) and 800.6(b); and

WHEREAS, NSGL and the SHPO agreed that Illinois Historic American Buildings Survey/Historic American Engineering Record (HABS/HAER) Standards and Guidelines, Level II recordation of Sampson Street Bridge is reasonable mitigation to the adverse effect resulting from the proposed undertaking;

NOW, THEREFORE, NSGL and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations:

STIPULATIONS

I. MITIGATION MEASURES:

NSGL shall ensure that the following mitigation measures are implemented:

A. Documentation and recordation shall be accomplished in compliance with Illinois HABS/HAER Level II standards, provided as follows:

1. Area location map abstracted from appropriate 7.5 Minute USGS Quadrangle Map, submitted on 8.5x11" archival bond;

2. Site plan indicating footprint of the extant bridge, surrounding terrain features, including the creek, dirt road and slope, and other man-made features within a 100 yard radius of the bridge center, submitted on 8.5x11" archival bond;

3. Approximately ten (10) photographs of the bridge (each digital SLR photos and digital photos from 3-D scans) presenting approaches, elevations and superstructure/ substructure elements, submitted on archival quality paper;

4. As-built drawings depicting plans and major elevations, submitted on 8.5x11" archival bond;

5. Data point clouds sufficient to create a 3-D image on a shareware (no cost) program such as AutoDesk TrueView, submitted on DVD(s);

6. Written contextual history and written architectural description of the bridge using the Illinois HAER designated outline format;

7. Submittal of 65% non-archival HAER documentation for SHPO review and comment prior to submittal of 100% HAER documentation;

B. The bridge appearance from the roadway level must be consistent and compatible with the installation historic district. Such appearance will be subject to SHPO review and concurrence. Handrails/parapets and lighting shall resemble that of the original handrails/parapets (intact) and lighting (currently removed and in storage) on the Barry Street Bridge as closely as possible, or shall be otherwise consistent with the historic character of the existing Sampson Street Bridge (1926), Barry Street Bridge (1911), or similar facilities of historical significance. The appearance of below-deck features is not of concern from a historical aesthetic perspective and may have a contemporary appearance. The deck design shall be approved at the 65% design stage.

C. No construction (repair) of Sampson Street Bridge will be undertaken until the 95% HAER documentation is accepted in writing by SHPO. Acceptance shall not be unreasonably withheld and comments shall be provided pursuant to Section II of this Agreement.

II. SHPO COMMENT:

The SHPO will ensure that NSGL receives written comment concerning all NSGL project submittals within thirty (30) days of receipt. If no response is received by NSGL within the allotted time, SHPO concurrence will be presumed.

III. UNANTICIPATED DISCOVERIES:

In the event that previously unidentified archaeological resources are encountered during repair activities at the site of Sampson Street Bridge, work will cease in the immediate area of the discovery and in any adjacent areas where additional resources may be expected and the NSGL Cultural Resources Manager (CRM) will be notified immediately. The CRM will notify the SHPO of the discovery and will provide summary documentation of the area, disclose the nature of the discovery, and where appropriate, recommend treatment. The SHPO will provide any comments on the recommendation for treatment within 48 hours of notification. All other project activities not in the area of the discovery, or lacking the potential to impact the area of discovery, may proceed without interruption. These procedures for unanticipated archeological discoveries are also included in the Great Lakes Integrated Cultural Resources Management Plan.

IV. MONITORING AND REPORTING:

Each December until the termination or expiration of this agreement, NSGL will provide the SHPO with a written, concise report of the status of this undertaking. This shall be a summary report detailing work undertaken pursuant to the terms of this agreement and shall include any scheduling or other changes proposed, any problems encountered, and any disputes or objections that have arisen during the prior 12 month period.

V. DISPUTE RESOLUTION:

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, NSGL shall consult with the objecting party(ies) to resolve the objection. If the NSGL determines, within 30 days, that such objection(s) cannot be resolved, the NSGL will:

A. Forward all documentation relevant to the dispute to the ACHP in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of this documentation, the ACHP shall review and advise the NSGL on the resolution of the dispute within 30 days from the date of ACHP receipt. Any comment provided by the ACHP, and all comments from the parties to the agreement, will be taken into account by the NSGL in reaching a final decision regarding the dispute.
B. If the ACHP does not provide comments regarding the dispute within the above 30-day period, the NSGL may render a decision regarding the dispute. In reaching its decision, the NSGL will take into account all written comments it has received regarding the dispute from any party.

C. During the pendency of any dispute and prior to the resolution of such dispute under the Stipulation D, the NSGL shall continue to carry out all actions under this agreement that are not subject to or affected by the dispute. The NSGL will notify all parties in writing of its decision concerning any dispute processed in accordance with this Stipulation at least 10 (ten) days before implementing such decision. The NSGL's decision will be final.

VII. AMENDMENTS; FAILURE TO REACH AGREEMENT ON AMENDMENTS:

If any signatory to this agreement determines that any of its terms will not or cannot be carried out or that an amendment to the agreement must be made, that signatory shall immediately notify the other signatories. NSGL shall initiate consultation to negotiate an amendment pursuant to 36 CFR 800.6 (c) (7). The amendment shall be effective on the date a copy signed by all signatories is filed with the ACHP.

VIII. ANTI-DEFICIENCY ACT:

Any requirements in this agreement requiring the expenditure of appropriated funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 USC § 1341). No obligation undertaken by the NSGL under the terms of this agreement shall require, or be interpreted to require, a commitment to expend funds in violation of the Purpose Statute, 31 USC § 1301(a). NSGL will make reasonable and good faith efforts to secure the necessary funds to implement its obligations under this agreement. If compliance with the Anti-Deficiency Act alters or impairs the NSGL ability to implement its obligation under this agreement, NSGL will consult the other parties in accordance with the amendment and termination procedures per Stipulations VII and X.

IX: DURATION:

This agreement shall become null and void five (5) years from the date of its execution and shall be reviewed annually. This agreement may be amended and/or terminated prior to the expiration of this five-year period in accordance with Stipulations VII and X; or, the agreement shall expire upon satisfaction of all stipulations and acknowledgement of such satisfaction by the SHPO.

X. TERMINATION:

If any signatory to this MOA determines that its terms will not or cannot be executed, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VII, above. If, within thirty (30) days (or another time period agreed to by all signatories), an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories at least one-hundred eighty (180) days before the expiration date. Termination by either party shall not provide the basis for any claim against the United States Government.

Within thirty (30) days following termination, the NSGL shall notify the SHPO if it will initiate consultation to execute a new agreement under 36 CFR Part 800.6(c)(1) or request the comments of the ACHP under 36 CFR Part 800.7(a) and shall thereafter proceed accordingly.

SIGNATORIES:

Anne E. Haaker Date: June 8, 2010

ANNE E. HAAKER
Illinois Deputy State Historic Preservation Officer

CAPT Date: 12 May 2010

JOHN MALFITANO
Commanding Officer, Naval Station Great Lakes

CONCURRING PARTIES:

_____ **Date:**_____

LISA DICHIERA
Landmarks Preservation Council Illinois

_____ **Date:**_____

CHRISTINA MORRIS
National Trust for Historic Preservation