MEMORANDUM OF AGREEMENT
BETWEEN FEDERAL HIGHWAY ADMINISTRATION
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER

REGARDING CONSTRUCTION OF A NEW ILLINOIS 178 BRIDGE OVER THE ILLINOIS AND MICHIGAN CANAL,VILLAGE OF UTICA, ILLINOIS (PROJECT P-93-055-04)

WHEREAS the Federal Highway Administration (FHWA) plans to carry out construction of Aa new Illinois 178 bridge over the Illinois And Michigan Canal, Village of Utica, Illinois (Project P-93-055-04); and

WHEREAS the undertaking consists of construction of a new highway right of way through the Village of Utica, Illinois and construction of a new bridge at a new location over the Illinois and Michigan Canal; and

WHEREAS, FHWA has defined the undertaking's area of potential effect (APE) as the Village of Utica and the Illinois and Michigan Canal right of way; and

WHEREAS FHWA has determined that the undertaking may have an adverse effect on the Illinois and Michigan Canal, which is listed in the National Register of Historic Places as a National Historic Landmark, and has consulted with the Illinois State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS FHWA has consulted with the Illinois Department of Transportation, and has invited them to sign this Memorandum of Agreement (MOA) as a "concurring party"; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), FHWA 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

NOW, THEREFORE, FHWA and the Illinois 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 historic properties.

STIPULATIONS

FHWA shall ensure that the following measures are carried out:

1. FHWA shall ensure that the design of the new bridge is compatible with the existing

adjacent bridge and the overall character of the Illinois Michigan Canal. Design shall be undertaken in consultation with the SHPO and final plans will be submitted to the SHPO for review and written approval prior to awarding the construction contract.

2. FHWA shall ensure that the Canal towpath and prism are restored to their original appearance utilizing existing drawings and appropriate archaeological research. This research, design, and construction shall be undertaken in consultation with the SHPO to ensure adherence to the Secretary of the Interior's "Standards for Restoration".

IV. DURATION

This MOA will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, FHWA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

V. 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, 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, 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. 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 and concurring parties to the MOA, 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.

VIII. 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 is filed with the ACHP.

IX. 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 VIII, 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.

Once the MOA is terminated, and prior to work continuing on the undertaking, FHWA must either (a) execute an MOA 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 MOA by the FHWA and Illinois 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

_____ Date 30 JUN 06

Illinois Historic Preservation Officer

_____ Date 5-26-06

Concurring Parties

Illinois Department of Transportation

_____ Date 5/30/06