

JUN 15 2009

ORDINANCE NO. 2725

*J. Ronald Colyer*  
City Clerk

**AN ORDINANCE TO APPROVE A PROGRAMMATIC AGREEMENT BETWEEN THE CITY OF COLUMBIA, ILLINOIS, THE FEDERAL HIGHWAY ADMINISTRATION, THE UNITED STATES ARMY CORPS OF ENGINEERS, THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, THE ILLINOIS DEPARTMENT OF TRANSPORTATION, AND THE CONCURRING PARTIES - THE OSAGE NATION AND THE PEORIA TRIBE OF INDIANS OF OKLAHOMA, REGARDING THE SURVEY FOR AND TREATMENT OF HISTORIC PROPERTIES IN THE AREA OF POTENTIAL EFFECT FOR THE FISH LAKE HIGHWAY INTERCHANGE ON F.A.I. HIGHWAY I-255 IN NORTHERN MONROE COUNTY, ILLINOIS**

WHEREAS, the City of Columbia, Illinois (the "City") is contemplating the construction of a highway interchange in northern Monroe County, Illinois;

WHEREAS, the City has employed Horner & Shifrin, Inc., Engineers/Architects, at the expense of a third party who is responsible for the payment of the engineering costs involved and which said Engineers/Architects have agreed to rely upon for payment of their fees and costs involved, to perform the environmental and archeological clearance and the design and construction engineering for the interchange;

WHEREAS, in order to construct the interchange the City must obtain break in access and other approvals from the Federal Highway Administration ("FHWA");

WHEREAS, in order to obtain the break in access approval for the interchange FHWA is requiring that the City, along with other governmental entities and agencies, make and enter into a Programmatic Agreement ("PA") with regard to the location and protection of historic or archeologically significant properties in the Area of Potential Effect ("APE") likely to be affected by the construction of the interchange;

WHEREAS, the City's Subdivision Code will allow the City to enforce compliance with the requirements of the PA within the APE by the property owners/developers who have property within the corporate limits of the City and property owners who have property located within a radius of one and one half (1 1/2) miles of the corporate limits of the City as said corporate boundaries now exist or may be hereafter changed; and,

WHEREAS, it is necessary and appropriate that this Ordinance be enacted to approve the form of the PA and authorize the PA as is in this Ordinance made and provided.

NOW, THEREFORE, BE IT ORDAINED, by the City Council of the City of Columbia, Illinois, as follows:

**Section 1.** The recitals contained above in the preamble of this Ordinance are hereby incorporated herein by reference, the same as if set forth in this Section of this Ordinance verbatim, as findings of the City Council of the City of Columbia, Illinois.

**Section 2.** The City Council of the City of Columbia, Illinois hereby agrees to make and enter into the above-referred to Programmatic Agreement, in the form attached hereto, which is hereby approved as to form. The Mayor is hereby authorized and directed to execute the agreement, for and on behalf of the City, in as many counterparts as the Mayor shall determine, and the City Clerk is hereby authorized and directed to attest the same and affix thereto the corporate seal of the City.

**Section 3.** This Ordinance shall be in full force and effect, from and after its passage, as provided by law.

Alderman Roessler moved the adoption of the above and foregoing Ordinance; the motion was seconded by Alderman Niemietz, and the roll call vote was as follows:

YEAS: Aldermen Ebersohl, Agne, Niemietz, Row, Stumpf and Roessler.

NAYS: Aldermen Hejna and Oberkfell.

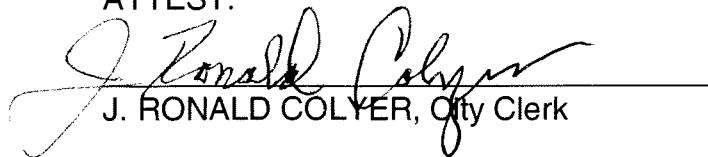
ABSENT: None.

ABSTENTIONS: None.

PASSED by the City Council and APPROVED by the Mayor this 15th day of June, 2009.

  
KEVIN B. HUTCHINSON, Mayor

ATTEST:

  
J. RONALD COLYER, City Clerk

(SEAL)

**PROGRAMMATIC AGREEMENT  
AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION,  
UNITED STATES ARMY CORPS OF ENGINEERS,  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER,  
ILLINOIS DEPARTMENT OF TRANSPORTATION,  
  
THE CITY OF COLUMBIA, ILLINOIS  
AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE I-255 and FISHLAKE ROAD INTERCHANGE  
AND THE COLUMBIA CROSSING DEVELOPMENT**

**IN  
MONROE COUNTY, ILLINOIS**

**WHEREAS**, the City of Columbia, Illinois is proposing a new interchange on I-255 at Fishlake Road to provide access to a mixed-use commercial development, known as the Columbia Crossing development (hereinafter, the Project) in northern Monroe County, Illinois; and

**WHEREAS**, the Illinois Department of Transportation (IDOT) has requested the Federal Highway Administration approve a new access to accommodate the Project; and

**WHEREAS**, new access to the interchange requires approval from the Federal Highway Administration (FHWA), and, therefore, is an undertaking subject to the requirements of Section 106 of the National Historic Preservation Act (Section 106) (16 USC 470[f]); and

**WHEREAS**, the FHWA has determined that the Project may affect properties included in or eligible for inclusion in the National Register of Historic Places, and

**WHEREAS**, if approved, the Project will be built in stages in the following sequence: 1) Interchange on I-255; and Stage 2) public roads and associated rights-of-way within the APE, and development of lots within the APE; and

**WHEREAS**, in order to establish protocols for phased identification and consultation regarding the Project's effects on historic properties as project development proceeds, FHWA has consulted with the Advisory Council on Historic Preservation (ACHP) and the Illinois State Historic Preservation Officer (SHPO) to develop this Programmatic Agreement (PA) pursuant to Section 800.14(b)(3) of the regulations, 36 CFR Part 800, implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and Section 110(f) of the same Act (16 U.S.C. 470h-2(f)); and

**WHEREAS**, development of the Project may require the issuance of a permit or permits under Section 404 of the Clean Water Act by the U.S. Army Corps of Engineers (USACE) and the USACE, St. Louis District, has participated in consultation and has designated FHWA as the lead Federal agency for the completion of consultation under Section 106, including the development and implementation of this Programmatic Agreement (PA); and

**WHEREAS**, the IDOT is delegated certain responsibilities under this PA, has participated in consultation, and has been invited to be a signatory to the PA; and

**WHEREAS**, the Project will occur on lands under the jurisdiction of the City of Columbia (hereafter, City), or lands to be annexed into the City's jurisdiction; and

**WHEREAS**, the City, as the project sponsor, has been delegated certain responsibilities under this agreement, has participated in consultation, and has been invited to be a signatory to this PA; and

**WHEREAS**, FHWA has invited the Peoria Tribe of Indians of Oklahoma, Osage Nation, Quapaw Tribe of Oklahoma, the Sac and Fox Tribe of the Mississippi in Iowa, the Sac & Fox Nation of Missouri, and the Sac & Fox Nation of Oklahoma to participate in consultation during the development of this PA; and

**WHEREAS**, the Osage Nation and Peoria Tribe of Indians of Oklahoma (hereafter, Tribes) have participated in consultation and are invited to become concurring parties to this PA; and

**WHEREAS**, IDOT has already completed data recovery excavations at four archaeological sites located within the State right-of-way of the proposed interchange (Attachment 1); and even though this work was completed prior to the execution of this agreement, the parties to this PA have determined that it is appropriate to execute this PA to ensure that the effects of the Project on historic properties located outside of the State right-of-way but within the larger Project area of potential effects (APE) are taken into account;

**NOW, THEREFORE**, FHWA, USACE, IDOT, the City, SHPO, and the ACHP agree that upon the FHWA's decision to proceed with approval of the new interchange, the FHWA shall ensure that the following stipulations are implemented in order to take into account the effects of the undertaking on historic properties.

## **STIPULATIONS**

**FHWA shall ensure that the following measures are carried out:**

### **I. APPLICABILITY & AREA OF POTENTIAL EFFECTS**

- A. This agreement applies to those portions of the Project area of potential effect located outside of the proposed interchange right-of-way, including public rights-of-way and areas of private development that will be affected by development of the Project.
- B. FHWA has determined that the Area of Potential Effect (APE), as defined in 36 CFR 800.16(d), includes all portions of the proposed Columbia Crossing Development as described in [reference or attach document that clearly describes/depicts the project]

boundaries, e.g. application to City of Columbia, date], including lands that will become public rights-of-way and lots for future development. At present, this area is approximately 1000 acres, as depicted in Attachment 1.

**Comment [FHWA1]:** IDOT or the City needs to provide this information as an attachment and then this statement may be deleted.

C. FHWA, with the assistance of IDOT and the City, may find it necessary to refine the APE as the Project design and approval process is completed. Any change to the project APE may require that IDOT follow the requirements of Stipulations IV through VI to determine if any historic properties not previously identified may be affected, and develop (or amend an existing) Treatment Plan/Data Recovery Work Plan to incorporate measures to address any newly identified historic properties.

**Comment [FHWA2]:** IDOT or the City needs to provide this information as an attachment and then this statement may be deleted.

## II. DELEGATION OF RESPONSIBILITY

A. IDOT'S Responsibilities: IDOT will review all plans for identification and treatment of historic properties, draft determinations, and proposed findings that are developed by the City and its consultants, and will handle all necessary consultation with the parties to this Agreement on those documents.

B. City's responsibilities: For all other aspects of development for the proposed Project, including any ground disturbing activities or development of individual lots, the City is responsible for acquiring the services of a qualified consultant who meets at a minimum, the Secretary of Interior's Professional Qualifications Standards for archaeology (48 Federal Register 44738k-9) to conduct archaeological investigations needed to complete the identification, evaluation, and treatment of effects to historic properties within areas to be affected.

C. FHWA Responsibilities: In compliance with its responsibilities under the NHPA, and as a condition of its approval of the I-255 and Fishlake Road Interchange, FHWA will ensure that IDOT carries out its responsibilities under this Agreement. FHWA retains responsibility for all findings and determinations, for the resolution of disputes related to implementation of this agreement, and for government-to-government consultation with Indian tribes.

1. Tribal Consultation: FHWA recognizes that it has a unique legal relationship with Indian tribes set forth in the Constitution of the United States, treaties, statutes, and court decisions, and that consultation with an Indian tribe must, therefore, recognize the government to government relationship between the federal government and Indian tribes. IDOT may, on behalf of FHWA, initiate consultation with Indian tribes for individual undertakings carried out under the provisions of this PA. IDOT and FHWA shall ensure that Indian tribes are provided opportunities to comment on the identification, evaluation, and the treatment of effects to archaeological properties throughout implementation of Stage 2. Upon receipt of a written request from any Indian tribe or officially designated representative of an Indian tribe, to consult directly with FHWA in lieu of or in addition to IDOT, FHWA shall consult with that Indian tribe for that particular phase of proposed work or for the Project.

### III. COORDINATION WITH CONSTRUCTION SCHEDULE.

At least every six months until the other requirements of this agreement have been completed, the City shall inform IDOT, in writing, of the Project priorities and estimated construction schedule, and shall update such priorities and schedule as necessary throughout the term of this PA. The City shall forward this information to the parties to this PA, and make it available for public inspection.

FHWA and IDOT shall, to the best of their abilities, phase archaeological site evaluations and treatment so as to minimize disruption of the project schedule. FHWA will address any objections to the City's submission in accordance with the dispute resolution clause (Stipulation XV) of this PA.

### IV. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES

#### A. PREVIOUSLY COMPLETED IDENTIFICATION

IDOT has completed an inventory of the Project APE and has identified 30 archaeological properties as eligible for listing in the National Register of Historic Places. These properties include: 11MO-597, 598, 599, 602, 603, 604, 607, 608, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 752, 1068.

**Comment [FHWA3]:** IDOT or the City needs to include this information.

**Deleted:** (\*REFERENCE REPORTS &/OR AN ATTACHMENT WITH LIST OF ARCHAEOLOGICAL SITES)

#### B. ADDITIONAL INVENTORY AND EVALUATION TO BE COMPLETED:

1. IDOT shall, in consultation with the City, SHPO, Tribes, the USACE, and FHWA determine the need for additional archaeological investigations for the purpose of completing identification and evaluation of archaeological properties within the APE.
2. For Stage 2 activities, the City, on behalf of FHWA, will complete any additional investigations needed for the identification and evaluation of archaeological properties, in accordance with 36 CFR § 800.4(b) and (c). These investigations may be phased over time in order to accommodate the City's priorities and construction schedule. If the SHPO objects to any finding of eligibility, or if the ACHP so requests, FHWA shall consult with the objecting party to resolve the disagreement or request a formal determination of eligibility from the Secretary pursuant to 36 CFR part 63.
3. All archaeological fieldwork will be conducted in a manner consistent with the approaches of the Secretary of the Interior's Standards and Guidelines for Identification (48 Federal Register 44720-23) and taking into account the National Park Service publication The Archaeological Survey: Methods and Uses (1978) and the Illinois State Historic Preservation Office Guidelines for Archaeological Reconnaissance Surveys/Reports.

### V. DETERMINATIONS OF EFFECT

- A. For subsurface evaluation of archaeological sites during Stage 2, the City will complete a professional report, or reports, meeting the Secretary of the Interior's

Standards and Guidelines for Documentation, regarding the results of its identification and evaluation efforts. This report will be completed within \_\_\_\_ days of completion of field work for each phase of work undertaken in the APE.

- B. IDOT will apply the criteria of adverse effects in accordance with 36 CFR 800.5 (a) to assess the effects of Stage 2 activities on National Register eligible archaeological properties identified in IV.A and IV.B above. The City will provide the inventory report(s) and determination of effect to all parties to this PA for 30 calendar days' review, subject to the confidentiality provisions in Stipulation IX.
- C. If IDOT finds that an undertaking will have no effect on historic properties or no adverse effect on historic properties, the City shall notify the consulting parties of IDOT's finding and provide them with the documentation specified in 36 CFR 800.11(d) or (e), respectively.
- D. If no parties object to a finding of no historic properties affected or no adverse effect within 30 days, the City may proceed with construction provided any conditions, or measures necessary to protect historic properties that were included in IDOT's determination of effect are implemented. If any party objects, IDOT shall follow the dispute resolution procedures in Stipulation XV to resolve the objection.

## **VI. TREATMENT OF EFFECTS TO HISTORIC PROPERTIES**

- A. Prior to the initiation of any archaeological data recovery in Stage 2 of the Project, the City shall complete an Umbrella Research Design for archaeological properties to be affected by the Project and for which data recovery is determined to be appropriate. The Umbrella Research Design will provide a context for archaeological investigations carried out under this PA, identify important research questions to be addressed by data recovery at affected sites, and will assist the City in determining which archaeological properties are appropriately treated through data recovery excavations. While implementation of data recovery may be phased over time and carried out by different qualified professionals, the Umbrella Research Design will serve to guide data recovery efforts throughout Stages 2 of the Project. IDOT will review and provide approval of the Umbrella Research Design developed by the City.

### **B. STAGE 2**

- 1. In consultation with the parties to this agreement and any non-signatory tribes who have participated in consultation, IDOT shall ensure that archaeological properties subject to direct or indirect effects resulting from Stage 2 activities associated with the Project are identified and that such properties are avoided when reasonable.
- 2. Where avoidance is not reasonable, the City will develop site specific Treatment Plans/data recovery work plans in consultation with the parties to this PA. If data recovery is determined to be appropriate treatment, the data recovery work plan will

also questions from the Umbrella Research Design that will be addressed, as well as any additional questions proposed by IDOT. IDOT will review and approve site specific Treatment Plans/Data Recovery Work Plans developed by the City.

3. IDOT shall ensure that any Data Recovery Work Plans developed under this PA are consistent with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 Federal Register 44734-37) and take into account the ACHP's Section 106 Archaeological Guidance ([www.achp.gov/archguide](http://www.achp.gov/archguide)).

Each Data Recovery Work Plan will specify, at a minimum:

- a) The properties or portions of properties where data recovery is to be carried out. Also, it will specify any property or portion of property that would be destroyed or altered without treatment;
- b) The results of previous research relevant to the project, the research questions from the Umbrella Data Recovery Plan to be addressed through data recovery, with an explanation of their relevance and importance;
- c) The field and laboratory analysis methods to be used, with an explanation of their relevance to the research questions;
- d) The methods to be used in analysis, data management, and dissemination of data to the professional community and the public, including a proposed schedule for project tasks, including a schedule for the submission of draft and final reports to consulting parties;
- e) The proposed disposition and curation of recovered materials and records in accordance with 36 CFR 79;
- f) Procedures for monitoring, evaluating and treating discoveries of unexpected or newly identified properties during construction of the project, including consultation with other parties;
- g) A plan for site security, through such measures as fencing, signage, and surveillance, to protect the archaeological properties from vandalism during data recovery fieldwork

4. The Umbrella Research Design and all subsequently developed Treatment Plans/Work Plans approved by IDOT will be submitted by the City, to all parties to this PA and to any Indian tribes consulted, for 30 a calendar days' review. The City will take into account all comments received in finalizing the Plans. Unless any signatory or concurring party objects to a Plan within 30 calendar days after receipt, the City shall ensure that it is implemented prior to construction. Objections to any of these submitted documents will be addressed by FHWA and IDOT in accordance with Stipulation XV of this PA. The City will direct its consultants to address questions from the Umbrella Research Design previously developed and approved by IDOT and the SHPO in proposed data recovery. The City will coordinate all findings of effect, Treatment Plans and/or Data Recovery Work Plans with the IDOT and the SHPO for review and approval.

5. The City shall ensure that adequate laboratory time and space are available for analysis of osteological, cultural, and biological materials recovered from the excavations.
6. The City will provide final drafts of the Umbrella Data Recovery Plan and any subsequent Data Recovery Work Plans will be provided to all consulting parties, subject to the confidentiality provisions of this agreement (Stipulation IX).
7. Upon approval of documents prepared by the City under the terms of this PA, IDOT will coordinate tribal, consulting party, and public review, and will transmit documents to the parties of this PA for review and comment as provided in Stipulation X.

## **VII. AUTHORIZATION TO PROCEED**

- A. **NO HISTORIC PROPERTIES AFFECTED.** The Project may proceed in those areas of the APE that have been fully inventoried and have been determined by IDOT pursuant to Stipulation V to have no historic properties affected.
- B. **FHWA APPROVAL TO PROCEED WITH TREATMENT/DATA RECOVERY WORK PLAN.** Once a Treatment Plan/Data Recovery Work Plan is completed, and any objections from consulting parties resolved, or once FHWA has resolved all disputes in accordance with the Dispute Resolution Procedures in Stipulation XV, FHWA may issue authorization to proceed with the implementation of the Plan, subject to the City obtaining all necessary permits.
- C. **NOTIFICATION OF COMPLETION OF CULTURAL RESOURCE FIELDWORK.** The City and IDOT shall inform FHWA, and SHPO promptly in writing of completion of field activities in the areas within the APE undertaken according to the stipulations of this PA. This notification shall include the following: 1) location of completed activity (as noted on an applicable map), 2) date activity was completed, 3) summary of the activity that occurred and 4) results of field work. If such notification is from the City, the City shall also include a written request to IDOT for clearance of the site for construction work. If such notification from the City does not include a request for clearance of the site for construction work, the City may then subsequently submit a written request for clearance of such work. After review, the City shall send a request to the IDOT, FHWA and SHPO, including supporting documentation, asking for concurrence in the finding that mitigation has been completed for the site, or that portion of the site subject to treatment measures.

## **VIII. STANDARDS FOR DATA RECOVERY**

- A. All historic preservation work conducted under this Agreement shall be carried out by or under the direct supervision of a person, or persons, meeting at a minimum the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-44739). Archaeological reports describing findings, determinations of eligibility, the Umbrella Research Design, and data recovery work plans developed under this agreement by the City will be consistent with the Secretary's Standards for Archaeological Documentation.

B. IDOT and the City shall ensure that all reports resulting from implementation of Treatment Plans and/or Data Recovery Work Plans meet contemporary professional standards, the Secretary of Interiors Standards for the Treatment of Historic Properties (1995); and the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (1983 and updates). Copies of all final reports will be provided to FHWA, the USCOE, SHPO, participating Tribes, and the other parties to this PA, provided that information deemed confidential by FHWA pursuant to Stipulation IX may be withheld from distribution.

**IX. CONFIDENTIALITY.** Documentation regarding historic properties covered by this Agreement may be subject to the provisions of § 304 of the National Historic Preservation Act and 36 CFR 800.11(c), under which FHWA and IDOT shall withhold from public disclosure information about the location, character or ownership of a historic property when disclosure may cause a significant invasion of privacy; risk harm to the historic property, or impede the use of a traditional religious site by practitioners. In accordance with Section 304, FHWA shall consult the Secretary of Interior to determine who may have access to information deemed confidential under this provision.

**X. PUBLIC INVOLVEMENT.**

A. The City, in consultation with the **parties** to this Agreement, will develop and implement a public involvement plan that may include by is not necessarily limited to:

1. Pamphlets, brochures, leaflets, displays, or exhibits designed to inform the public of the results of archaeological research, and the native people who once inhabited the Project area;
2. Guided tours of excavations in progress for the public or school groups;
3. Preparation of written description of interesting work for the local newspapers, slide, film or multimedia productions about the Project and the archaeological work completed; and
4. Final product(s) in PDF format for placement on the City's website.

B. The City will consult with the IDOT, SHPO, FHWA, the participating Tribes, and other parties to this agreement in fulfilling the requirements of this section. The City's proposal for sharing the results of work with the public may be incorporated into the Umbrella Research Design, or submitted as a separate proposal to the parties to the PA for a 30 calendar day review and comment. Any objections to the proposal shall be addressed through the dispute resolution procedures in Stipulation XV. The public involvement plan will be completed no later than [ ]

**Comment [FHWA4]:** Need to have this filled in by the City...sometime before the work begins.

**XI. MONTHLY REPORTS OF PROGRESS**

To facilitate communication among the parties to this agreement, the City shall provide the parties with monthly reports of the status of cultural resources investigations, as well as the proposed Project construction schedule and priorities for future work. The monthly reports may be transmitted to the parties electronically, or be posted on a website accessible to the parties.

## **XII. CURATION**

All materials and records resulting from archaeological investigations and data recovery conducted within the Project area shall be curated in accordance with standards 36 CFR 79 at the Illinois State Museum. Materials subject to repatriation under the Human Skeletal Remains Protection Act (20 ILCS 3440, 17 IAC 4170) shall be maintained in accordance with the burial agreement until any specified analyses, as determined following consultation with the appropriate Indian tribes and individuals, are complete and the materials are returned.

## **XIII. POST-REVIEW DISCOVERIES**

If potential historic properties are discovered or unanticipated effects on historic properties found during development of the Project, the City will implement the discovery plan included in the Treatment Plan/Data Recovery Work Plan developed pursuant to Stipulation V.B and V.C of this PA.

**XIV. MONITORING.** FHWA, the USACE, SHPO, and the ACHP may monitor activities carried out pursuant with this agreement. IDOT and the City shall cooperate in carrying out the monitoring effort. Should monitoring or other activities result in evidence that the requirements of this PA need modification or are not being met, FHWA, the SHPO, and IDOT will meet to develop and implement corrective measures.

## **XV. DISPUTE RESOLUTION**

Should any party to this PA object within 30 days to any actions proposed or documents provided for review, IDOT shall consult with the objecting party(ies) to resolve the objection. If IDOT determines that the objection cannot be resolved, it will forward all pertinent documentation to FHWA for review. If FHWA determines, within 30-day period, that such objection(s) cannot be resolved, FHWA shall:

- A. Forward all documentation relevant to the dispute to the ACHP in accordance with 36 CFR 800.2(b)(2). Upon receipt of adequate documentation, the ACHP shall review and advise FHWA on the resolution of the objection within 30-days. Any comment provided by the ACHP, and all comments from the parties to this PA, will be taken into account by FHWA in reaching a final decision regarding the dispute.
- B. If the ACHP does not provide comments regarding the dispute within 30days after receipt of adequate documentation, FHWA may render a decision regarding the dispute. In reaching the decision, FHWA will take into account all comments regarding the dispute from the parties to the PA.
- C. FHWA's responsibilities to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged. FHWA will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. FHWA's decision will be final.

At any time during implementation of the measures stipulated in this Agreement, should a member of the public raise an objection in writing to a signatory to this Agreement, that signatory party shall notify

FHWA. FHWA shall consider the objection, and in reaching its decision, shall request the views of the other signatories to the PA regarding the objection.

**XVI. FULFILLMENT OF TERMS.** In the event the FHWA, or the City, or IDOT cannot carry out the terms of this agreement, the FHWA will comply with 36 CFR § 800.3 through 800.6.

## **XVII. DURATION**

- A. Duration – This Agreement shall become effective upon ~~execution~~ by FHWA, Illinois SHPO, IDOT, and the ACHP and shall remain in effect ~~until December 31, 2020~~.
- B. Option to Renew – No later than July 31, 2020, FHWA will consult with the signatories to determine interest in renewing this Agreement. The Agreement may be extended for an additional term upon the written agreement of the signatories.

**XVIII. AMENDMENTS.** This Agreement may be ~~amended~~ when such amendment is agreed to in writing by all the signatories. FHWA shall consult with the concurring parties in developing an amendment and file any amendment executed by the signatories with all parties.

**XIX. TERMINATION.** Any signatory may ~~terminate the Agreement~~ by providing 30 day written notification to the other signatories. During ~~this~~ 30 day period, the signatories may consult to seek agreement on amendments or ~~other actions that~~ would avoid termination pursuant to 36 CFR § 800.6 (b). If ~~the parties~~ cannot agree on actions to resolve disagreements, FHWA will comply with 36 CFR § 800.7(a).

Execution of this Agreement by the signatories and its subsequent filing with the Council is evidence that the FHWA and the USACE have afforded the ACHP an opportunity to comment on the Project ~~and its effects on historic properties~~, and that FHWA and USACE have taken into account the effects of the undertaking on historic properties.

## **SIGNATORIES**

### FEDERAL HIGHWAY ADMINISTRATION

---

Norman R. Stoner, P.E. Date  
Division Administrator

### UNITED STATES ARMY CORPS OF ENGINEERS

---

Name & Title Date

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

---

Anne Haaker Date  
Deputy State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

---

John M. Fowler Date  
Executive Director

ILLINOIS DEPARTMENT OF TRANSPORTATION

---

Eric Harm Date

CITY OF COLUMBIA

---

Kevin Hutchinson, Mayor Date

**CONCURRING PARTY**

OSAGE NATION

---

Dr. Andrea A. Hunter  
Tribal Historic Preservation Officer

Date

---

Principal Chief Jim Roan Gray

Date

**CONCURRING PARTY**

PEORIA TRIBE OF INDIANS OF OKLAHOMA

---

John P. Froman, Chief

Date

## Attachment 1

### Area of Potential Effect



**Attachment 2**  
**Interchange Study Area**

