

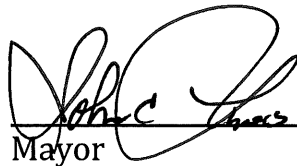
**RESOLUTION**


BE IT RESOLVED by the City Council of the City of Mt. Vernon, Illinois that the attached "MEMORANDUM OF AGREEMENT AMONG THE CITY OF MT. VERNON, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING DEMOLITION AND REPLACEMENT OF THE L&NELEVATED WATER STORAGE TANK, 20TH ST. AT WATERWORKS RD., MT. VERNON, ILLINOIS (SHPO LOG #011110718)" is hereby approved; BE IT FURTHER RESOLVED that the City Manager is hereby authorized and directed to execute said Memorandum of Agreement on behalf of the City of Mt. Vernon.

PASSED by the City Council of the City of Mt. Vernon, Illinois this 5<sup>th</sup> day of April, 2021.

APPROVED by the Mayor of the City of Mt. Vernon, Illinois this 5<sup>th</sup> day of April, 2021.

APPROVED:

  
\_\_\_\_\_  
Mayor

ATTEST:  
  
\_\_\_\_\_  
City Clerk

**MEMORANDUM OF AGREEMENT AMONG  
THE CITY OF MT. VERNON,  
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING DEMOLITION AND REPLACEMENT OF  
THE L&N ELEVATED WATER STORAGE TANK, 20TH ST. AT WATERWORKS  
RD., MT. VERNON, ILLINOIS  
(SHPO LOG #011110718)**

**WHEREAS**, the City of Mr. Vernon (Owner) plans to undertake the demolition and replacement of L&N Elevated Water Storage Tank at 20<sup>th</sup> St. and Waterworks Rd. (Tank) in Mt. Vernon, Jefferson County, IL; and

**WHEREAS**, the project involves a loan from the Illinois Department of Environmental Protection Agency (IEPA) which requires the project be considered an Undertaking subject to review under Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108, and its implementing regulations (36 CFR Part 800) (Act); and

**WHEREAS**, the Owner has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

**WHEREAS**, the Office currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

**WHEREAS**, on November 21, 2018, the SHPO determined that the Tank is eligible for listing on the National Register of Historic Places (NRHP) under criteria A and C at the local level of significance; and

**WHEREAS**, on November 21, 2018 the SHPO determined that the Undertaking will constitute an adverse effect on the Tank under the Act; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the Owner has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii);

**NOW, THEREFORE**, the Owner, IEPA, and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertaking to the Tank.

**STIPULATIONS**

**I. MITIGATION**

This type of water tank was previously photographed, recorded, and submitted to the Historic American Engineering Record of the Heritage Documentation Program repository. Therefore, the following mitigation is stipulated as an acceptable alternative to fully recording the Tank under the HAER program.

The Owner shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, [https://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](https://www.nps.gov/history/local-law/arch_stnds_9.htm)) to complete the measures described below. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

- A. Digital photography. High resolution, digital photographs must be taken of the Tank and its site and must include overall and detail images of the Tank.
- B. Narrative and description. A written historic narrative of the Tank and the development of the Mt. Vernon water system and an architectural description of the Tank must be undertaken.
- C. Original and/or historic drawings. Any original and/or historic drawings of the Tank, if they exist, must be scanned and retained for use as directed below.
- D. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned and retained for use as directed below.
- E. Draft submission. The Contractor shall email in pdf format the 95% draft of the items in I.A through I.D to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor shall incorporate into the recordation any comments that the SHPO provides and complete the final documentation as directed in I.F.
- F. CD/DVD. Upon completion of the final submission, the Contractor must save the final draft of items I.A through I.D onto an archival CD/DVD and print a hardcopy version onto archival quality paper. The CD/DVD and the hardcopy must be packaged in an archival clamshell and mailed to the SHPO. Upon final approval, the SHPO will submit the documentation package to the Abraham Lincoln Presidential Library in Springfield, Illinois, for archiving. Upon SHPO confirmation in writing that the final documentation package has been accepted, the demolition of the Tank may commence.
- G. Components from the Tank including, but not limited to the roof vent, section of tank leg, section of tank fill tube and section of tank walkway rail which are representative character-defining structural and/or material details, must be salvaged for use as directed below.
- H. The Owner shall consult with the Jefferson County Historical Society to create an exhibition for the Jefferson County Historical Society Museum at the Jefferson

County Historical Village about the Tank and the history and development of the City of Mt. Vernon's water system. The exhibit shall include artifacts from the Tank salvaged under I.G above and data gathered under I.A through I.D above. The exhibit must be presented in an article published in a local newspaper discussing the history of the water system and Tank.

- I. The Owner shall devise a campaign to advertise the opening and run of the exhibit for purposes of public education about the Tank and its role in Mt. Vernon history.

## II. DURATION

This Agreement shall terminate if its stipulations are not carried out within two (2) years from the date of its execution. Prior to such time, the Owner may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owner shall notify the signatories as to the course of action it will pursue.

## III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the Owner shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, the Owner understands and agrees that it must immediately stop work within the area of discovery, and consult with the SHPO.

## IV. MONITORING AND REPORTING

Each six months, following the execution of this Agreement until it expires or is terminated, the Owner shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in Owner's efforts to carry out the terms of this Agreement.

## V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the Owner shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall:

- A. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the signatories and the Agency/Owner's proposed resolution, to the ACHP. The ACHP shall provide the Owner 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

Owner shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, and signatories and provide them with a copy of this written response. The Owner will then proceed according to its final decision.

- B. If the ACHP does not provide its advice regarding the dispute within the thirty-day (30-day) time period, the Owner may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Owner shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the Agreement and provide them and the ACHP with a copy of such written response.
- C. The Owner's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

## VI. AMENDMENTS

This Agreement 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 is signed by all of the signatories.

## VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

Once this Agreement is terminated, and prior to work continuing on the Undertaking, the Owner must either (a) execute a Memorandum of Agreement 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. The Owner shall notify the signatories as to the course of action it will pursue.

## VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

## IX. DISTRIBUTION OF AGREEMENT

In order to meet the requirements of Section 106. 36 CFR § 800.6(b)(1)(iv), upon the execution of this Agreement and prior to approving the Undertaking, the Owner must

transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

EXECUTION of this Agreement by the Owner, IEPA, and SHPO and the implementation of its terms evidence that the Owner and IEPA, provided the SHPO and/or ACHP an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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RD., MT. VERNON, ILLINOIS  
(SHPO LOG #011110718)

SIGNATORY

THE CITY OF MT. VERNON, OWNER

Signature: Mary Ellen Bechtel Date: April 5, 2021

Name: Mary Ellen Bechtel

Title: City Manager

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RD., MT. VERNON, ILLINOIS  
(SHPO LOG #011110718)**

**SIGNATORY**

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

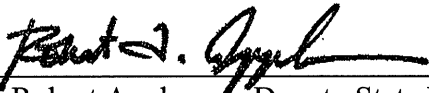
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(SHPO LOG #011110718)**

**SIGNATORY**

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By:  Date: March 22, 2021  
Robert Appleman, Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources