

**MEMORANDUM OF AGREEMENT AMONG
CITY OF QUINCY,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND NEW CONSTRUCTION OF
A WATER PUMP STATION AT
111 N. FRONT ST. IN QUINCY, ILLINOIS
(SHPO LOG #007100819)**

WHEREAS, the City of Quincy (Owner) or plans to undertake the demolition and reconstruction of 111 N. Front St. in Quincy, IL (Building); and

WHEREAS, the project involves an Illinois Environmental Protection Agency (IEPA) loan, thereby making the project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (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 the Illinois Department of Natural Resources (IDNR), and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, on July 26, 2018 the SHPO determined that the Building is eligible for listing on the National Register of Historic Places (NRHP); and

WHEREAS, the SHPO has determined that the Undertaking will have an adverse effect on the Building that is eligible for the NRHP; and

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 NRHP-eligible properties as a result of this project.

STIPULATIONS

I. MITIGATION

A. Recordation

1. 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) to complete a

Historic American Buildings Survey (HABS) according to the Heritage Documentation Program (HDP) guidelines of June 2015, as listed at <https://www.nps.gov/hdp/standards/habsguidelines.htm> of the National Park Service (NPS) website. Each set of specifications, including *HABS History Guidelines*, *HABS Drawing Guidelines*, *Photography Guidelines*, *Preparing HABS/HAER/HALS Documentation for Transmittal*, *HABS Guide to Field Documentation*, and *CAD Guidelines*, will be completed to HABS standards as listed at the above website address.

2. Prior to the expiration of the Agreement, the Owner will ensure that the following (HABS) recordation is completed by the Contractor. The Contractor may consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.
3. Draft submission. The Contractor shall mail or email in pdf format of the 95% draft of the items to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor will complete the final documentation.
4. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
 - a. One (1) HABS recordation package of the items mentioned in Stipulations, I. Mitigation (A,1),
 - b. One (1) HABS recordation package containing items in an archival clamshell.
 - c. Upon final approval, the demolition of the Building may begin. The SHPO will submit the HABS recordation package to the Heritage Documentation Programs in the National Park Service for eventual deposit in the Library of Congress, and the SHPO will deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois.

B. Consultation

The Owner shall consult with the SHPO to ensure that the exterior design of the new water pump station meets the Secretary of the Interior's Standards for Rehabilitation (Standards) for compatibility with the historic character of the site. The Owner agrees to explore the possibility of salvaging building materials during demolition of the historic building and incorporating them into the design of the new structure. Owner further agrees to provide copies of the design drawings/plans and specifications of the new water pump station (Plans) to SHPO as follows:

1. Initial Review. Upon completion of the schematic design phase, Owner

will provide SHPO with one (1) copy of the Plans so that SHPO may determine that the proposed new construction substantially complies with the Standards. Owner agrees to amend the Plans in accordance with SHPO's reasonable review comments interpreting compliance with the Standards.

2. Final Review. When the Plans are approximately ninety-five percent (95%) complete, Owner will provide SHPO with one (1) copy so that SHPO may confirm that the specifications and scope of work described in the Plans during the Initial Review have not materially changed and/or that design development and any changes to the Plans since the Initial Review are in compliance with the Standards.

Between the Initial Review and the Final Review, Owner will notify SHPO of any significant exterior building design modifications to the Plans and allow SHPO thirty (30) working days to comment on those changes and their relation to the Standards. SHPO shall complete its Initial Review and the Final Review within thirty (30) days each of its receipt of the Plans.

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, consult with the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human skeletal remains shall be disturbed without a permit issued by IDNR.

IV. MONITORING AND REPORTING

Each [insert a specific time period] following the execution of this Agreement until it expires or is terminated, 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 utilize the procedures provided in 20 ILCS 3420/4e.

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.

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. EFFECTIVE DATE

This Agreement is effective on the date signed by the Owner.

EXECUTION of this Agreement and the implementation of its terms evidences that the Owner and IEPA have afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

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SIGNATORY

THE CITY OF QUINCY (Owner)

Signature:  Date: 06/11/20

Name: Kyle Mave

Title: Mayor

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By:  Date: May 29, 2020
Bob Appleman, Deputy State Historic Preservation Officer
Illinois Department of Natural Resources