

**MEMORANDUM OF AGREEMENT AMONG  
WHITE COUNTY GOVERNMENT, ILLINOIS, THE ILLINOIS DEPARTMENT OF  
COMMERCE AND ECONOMIC OPPORTUNITY,  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE WHITE COUNTY COURTHOUSE AT 301 E. MAIN STREET IN  
CARM, ILLINOIS  
(SHPO LOG #022042524 )**

**WHEREAS**, White County Government (Owner) plans to undertake the demolition and new construction of the White County Courthouse (Project), currently located at 301 E. Main St. in Carmi, Illinois (Building); and

**WHEREAS**, the project requires a grant from the Illinois Department of Commerce and Economic Opportunity (DCEO), 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 (SHPO), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

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

**WHEREAS**, on April 17, 2002, the Officer determined that the Building at 301 E. Main St. in Carmi, IL is eligible to be listed on the National Register of Historic Places (NRHP). On May 14, 2024, the Officer clarified eligibility: The Building is eligible under 1) Criterion A, for Government, and 2) Criterion C, for Architecture, with a local level of significance (from 1883, the date of construction, to 1974); and

**WHEREAS**, on May 16, 2023, July 18, 2023, August 15, 2023, September 14, 2023, April 9, 2024, and April 17, 2024, the Owner held public Building Committee Meetings in the White County Courthouse to discuss structural repairs to the Building.

**WHEREAS**, during the Building Committee Meetings, the Building Committee decided that modernization and repairs to the Building were not feasible; and

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

**NOW, THEREFORE**, the Owner, DCEO, and the Officer 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 property.

## STIPULATIONS

### I. MITIGATION

The Owner shall ensure that the following stipulations are completed within one year of the demolition of the Building:

- A. The Owner shall perform 1) a historical recordation of the Building, including a narrative history about its architecture and role in the County and 2) digital photography.
- B. Before demolition of the Building, the Owner shall take professional-quality internal and external digital photographs the building.
- C. The Owner shall collect and digitize historic photos of the Building.
- D. The Owner shall arrange the digital photography and narrative into a professional-quality document and submit it to the Officer for approval.
- E. Once approve the Owner shall display it on the County website and other suitable websites related to history and/or historic preservation in the County.
- F. The Owner shall send a digital copy of the recordation to the Officer for display on the SHPO website.
- G. Upon Officer confirmation in writing that all photographs to complete digital photography for the recordation has been collected, the Undertaking may commence.
- H. The Owner shall salvage any items and/or artifact from the Building to be reused in the new courthouse (or other public venue), as able.

### II. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied, or it is amended or terminated and replaced. 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 ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, the Owner shall consult with the Officer immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated encounter of human remains or burials, the Owner understands and agrees that it must immediately stop work within the area of encounter, consult with the Officer, and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

### IV. MONITORING AND REPORTING

Each year 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 Agency 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.

- A. 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.

#### 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.

EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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CARM, ILLINOIS  
(SHPO LOG #022042524 )

SIGNATORY  
THE WHITE COUNTY GOVERNMENT (OWNER)

Signature:  \_\_\_\_\_ Date: 9-19-24

Name: Cassie Pigg

Title: County Board Chair

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**SIGNATORY  
THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY  
(DCEO)**

Signature:  By    
Garrett C. Carter  
General Counsel Date: 9/30/2024

Name: Kristin Richards

Title: Director

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**SIGNATORY**

**ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)**

By: Carey L. Mayer Date: 9/27/2024  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources