

**MEMORANDUM OF AGREEMENT BETWEEN
THE CITY OF CHESTER, THE ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF THE CHESTER WATER TREATMENT PLANT AT
194 EAST KASKASKIA STREET AND NEW CONSTRUCTION OF A POWERED
ACTIVATED CARBON BUILDING IN CHESTER, ILLINOIS
SHPO LOG #007051419**

WHEREAS, the City of Chester (City) plans to undertake Emerging Contaminants Section – Activated Carbon Feed Equipment Process at Water Treatment Plant project at Chester, Illinois. The City intends to make improvements to the water distribution system, including the demolition of the old Chester water treatment plant, at known as the Chester Illinois Waterworks Building at 194 East Kaskaskia Street in Chester, Illinois (Building) and construction of a new building to house a new Powdered Activated Carbon (PAC) feeder for the current Chester Water Treatment Plant (Project); and

WHEREAS, the project requires a National Pollutant Discharge Elimination System (NPDES) permit, a Water Pollution Control permit, and a Public Water Supply permit from the Illinois Environmental Protection Agency (Illinois EPA), 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 City 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 August 22, 2025, the Officer determined that no known historic archaeological properties will be affected by the undertaking; and

WHEREAS, on July 18, 2019, the Officer determined that the existing abandoned Chester Water Treatment Plant (Building) at 194 East Kaskaskia Street, Chester, Illinois, is eligible to be listed on the National Register of Historic Places (NRHP); and

WHEREAS, the Officer has determined that the Undertaking will have an adverse effect as defined in the Act, on the old Building that is eligible for the NRHP; and

WHEREAS, on June 5, 2025, the City considered alternatives to creating an adverse effect to historic property; and

WHEREAS, on September 4, 2025, the City published a Notice of Public Hearing in *The County Journal* newspaper of Randolph County for a meeting held on October 6, 2025, at the Chester City Hall, to present and take comments about the Undertaking. No comments were received at the hearing and no comments were received in writing; and

WHEREAS, beginning on June 5, 2025, the City took steps to notify potential consulting parties of the adverse effect determination, and, as of January 5, 2026, no parties have come forward to participate in the consultation to resolve the adverse effect; and

WHEREAS, on September 4, 2025, the City notified Tribal Nations of the adverse effect determination, and, as of January 5, 2026, only one response has been received; the Quapaw Nation Preservation Officer, on September 8, 2025, stated that no adverse effects on cultural resources were anticipated, and therefore no further consultation would be called for unless artifacts or human remains are discovered during construction.

NOW, THEREFORE, the City, Illinois EPA, 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 properties.

STIPULATIONS

I. MITIGATION (HIBS)

A. The City 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 Level II Historic Illinois Buildings Survey (HIBS) according to the measures described below.

1. The City will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation.
2. The recordation must follow the HIBS guidelines established by the Officer, according to the specifications listed in Attachment A.
3. The Contractor must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
4. The Officer may approve alterations to the format and/or requirements of the HIBS, depending on the circumstances of the project.
5. Fieldwork, in the form of a site visit, draft photography, measurements, and final photography must take place before the Project may commence.

6. Upon completion of draft photography, the Contractor shall digitally submit the images and copies of field notes to the Officer for review and comment.
7. Upon Officer confirmation in writing that all the final HIBS photographs to complete HIBS recordation have been collected, the Project may commence.
8. The Contractor shall prepare and email a 95% draft of the HIBS recordation in .pdf format to the Officer for review and comment.
9. When the Officer accepts the 95% draft submission, in writing, the Contractor shall incorporate into the recordation any comments that the Officer provides and complete the final documentation.
10. Upon completion of the final documentation, the City and/or Contractor shall submit the following to the Officer:
 - a. One archival clamshell of sufficient size to encapsulate the HIBS recordation.
 - b. One copy of the HIBS recordation, on archival materials, according to HIBS specifications for deposit in the Abraham Lincoln Presidential Library and Museum.
 - c. One digital record (download, link, flash drive, CD, or DVD) with the complete HIBS recordation for posting on the SHPO website.

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 City may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The City 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 City 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 City 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, the City 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 the City'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 City 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 City'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.

IX. EXECUTION

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.

[Signature Pages to follow]

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SIGNATORY

CITY OF CHESTER

Signature: Joe L. Eggemeyer Date: 3-17-2026

Name: Joe L. Eggemeyer

Title: Mayor

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SIGNATORY

THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Signature: _____ Date: _____

Name: _____

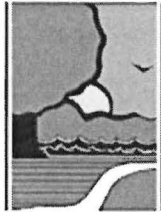
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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 3/18/2026
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources



Illinois
Department of
**Natural
Resources**

JB Pritzker, Governor • Natalie Phelps Finnie, Director
One Natural Resources Way • Springfield, Illinois 62702-1271

www.dnr.illinois.gov

Historic Illinois Building Survey(HIBS) and Historic Illinois Engineering Record (HIER) Standards and Guidelines

The Illinois State Historic Preservation Office (SHPO) within the Illinois Department of Natural Resources (IDNR) administers the state cultural resources program and is responsible for the Historic Illinois Buildings Survey/Historic Illinois Engineering Record (HIBS/HIER) Program of documentation of historic buildings, sites, structures, and objects located in the State of Illinois. HIBS/HIER documentation includes measured drawings, large-format photographs, and written contextual histories and descriptions. The Abraham Lincoln Presidential Library (ALPL) is the repository for these documents.

This document outlines the SHPO's Documentation Standards the HIBS/HIER Standards. These performance standards define the criteria for projects to be accessioned into the HIBS/HIER Collection located at the ALPL.

Acceptable IL HIBS/HIER documentation often includes:

- Measured Drawings
- Large-Format Photographs
- Detailed Historical Context Development
- Physical Descriptions in a Prescribed Written Outline Format

These standards are intended to be used in conjunction with the accompanying guidelines for historical, architectural and engineering documentation. Other publications listed in the bibliography should be consulted.

These standards will be used:

- In preparation of documentation to fulfill mitigative requirements in accordance with the Illinois State Agency Historic Resources Preservation Act [20 ILCS 3420/1 et seq] and Section 106 of the National Historic Preservation Act of 1966, as amended.
- In preparation of voluntary documentation to be submitted for inclusion in the HIBS/HIER Collection.

HIBS/HIER Documentation Standards

The IL HIBS/HIER Documentation Standards address the development of documentation for historic buildings, sites, structures, and objects. HIBS/HIER documentation provides relevant graphic and written information on a property's significance for use by scholars, researchers, preservationists, architects, engineers, and others interested in preserving and understanding historic properties. HIBS/HIER documentation is important for several reasons. It provides for accurate repair or reconstruction of parts of a property, records existing conditions for easements and preserves information about a property that is to be demolished or altered.

Standard 1: Documentation shall adequately explicate and illustrate that which is significant or valuable about the historic building, site, structure, or object.

The historic significance of the building, site, structure, or object identified in the evaluation process should be conveyed by the drawings, photographs, and written materials that comprise the documentation. The historical, architectural, engineering, or cultural values of the subject property, in conjunction with the purpose of the documentation, will determine the level and methods of documentation.

Standard 2: Documentation shall be prepared accurately from reliable sources with limitations clearly stated to permit independent verification of the information.

The purpose of documentation is to preserve an accurate record of historic properties that can be used in research and other preservation activities. To serve these purposes, the documentation must include information that permits assessment of its reliability.

Standard 3: Documentation shall be prepared on and submitted in materials that are readily reproducible, durable, and in standard sizes.

The size and quality of documentation materials are important factors in the preservation of information for future use. Selection of materials is based on the length of time expected for storage, the anticipated frequency of use, and a size convenient for storage and document management.

Standard 4: Documentation will be clearly and concisely produced.

In order for documentation to be useful for future research, written materials must be fully developed, legible and understandable. Graphic materials must contain scale information and location references.

HIBS/HIER Documentation Guidelines

The HIBS/HIER Documentation Guidelines supply more specific guidance and technical information for HIBS/HIER Documentation Standards. They describe the general approach for meeting the Standards. Agencies, organizations, and individuals proposing to undertake the production of HIBS/HIER documentation in a different manner will need to review and gain approval of their strategy with the HIBS/ HIER Coordinator prior to the execution of a contract for or the initiation of production of HIBS/HIER documentation.

The following definitions are used in conjunction with these guidelines:

- **Documentation** – Measured drawings, photographs, contextual histories, physical descriptions, inventory cards, or other media that provide graphic and written information on historic buildings, sites, structures, or objects.
- **Field Photography** – Photography other than large-format negatives, intended for the purpose of producing documentation, usually 35 mm.
- **Field Records** – Notes of measurements taken, field photographs, and other recorded information intended for the purpose of producing documentation.
- **Large-Format Photographs** – Photographs made from 4” x 5” negatives. Appropriate techniques are to be implemented to correct perspective distortion.
- **Measured Drawings** – Drawings produced on HIBS/HIER acceptable materials depicting historic or existing conditions and other relevant features of the subject. Measured drawings are produced in ink on archivally stable mylar.
- **Photocopy** – A photograph, with large-format negative, of a photograph or drawing.
- **Select Existing Drawings** – Drawings of original construction or later alterations that portray or depict the subject’s historic value or significance.
- **Sketch Plan** – A floor plan, generally not to exact scale although often drawn from measurements, where the features are shown in proper relation and proportion to each other.