

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS,
ROCK ISLAND DISTRICT,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, AND
TATE & LYLE INGREDIENTS LLC
REGARDING THE
STALEY PUMP HOUSE AND CLUB HOUSE LOCATED ON LAKE DECATUR,
MACON COUNTY, ILLINOIS
SHPO LOG #018060319**

WHEREAS, Tate & Lyle Ingredients LLC (hereinafter, Tate & Lyle) plans to demolish the Staley Pump and Club House (hereinafter Pump House) on Lake Decatur, Macon County, Illinois; and

WHEREAS, the demolition will require a permit from the United States Army Corps of Engineers, Rock Island District (hereinafter, District), making the demolition an Undertaking subject to Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) and its implementing regulations (36 CFR § 800) (Act); and

WHEREAS, the District proposes to grant a permit (CEMVR-OD-P-2019-0304) in accordance with Section 404 of the Clean Water Act of 1972 (33 U.S.C. § 1344) to Tate & Lyle authorizing demolition of the Pump House; and

WHEREAS, the Illinois State Historic Preservation 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, the District has consulted with the SHPO pursuant to the Act, and on June 25, 2019, the SHPO concurred with the District that the Undertaking's area of potential effects (hereinafter, APE) is the footprint of the Pump House (Appendix A); and

WHEREAS, on June 25, 2019, the SHPO concurred with the District that the Pump House is eligible for listing in the National Register of Historic Places (NRHP) and that no other properties of historic, architectural, or archaeological significance are known to exist within the APE, nor are human remains likely to be encountered; and

WHEREAS, the District has determined, and SHPO concurred on June 25, 2019, that the Undertaking will have an adverse effect on the Pump House; and

WHEREAS, the District has consulted with Tate & Lyle regarding the effects of the Undertaking on the Pump House and has invited them to sign this Memorandum of Agreement (hereafter MOA) as an Invited Signatory; and

WHEREAS, the District has consulted with the Historical and Architectural Sites Commission of Decatur, Illinois (hereinafter, Commission) regarding the effects of the Undertaking on the Pump House and has invited them to be a Concurring Party to this MOA; and

WHEREAS, all parties mutually agree that there is no prudent or feasible alternative to the Undertaking as originally proposed; and

WHEREAS, on October 28, 2019, the District invited Landmarks Illinois to be a consulting party to the mitigation; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), on September 6, 2019, the District notified the Advisory Council on Historic Preservation (hereafter ACHP) of its adverse effect determination with specified documentation and invited it to consult, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the District, SHPO, and Tate & Lyle agree that the undertaking shall be implemented in accordance with the following stipulations in this MOA in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible property as a result of this project.

STIPULATIONS

I. TERMS

- A. The District shall ensure that issuance of Permit No. CEMVR-OD-P-2019-0304 is withheld until this MOA has been executed by all signatories.
- B. As mitigation for the proposed adverse effect, the District, SHPO and Tate & Lyle require that the Pump House shall be documented in the manner described.
- C. Tate & Lyle shall retain a historical contractor(s) of its choice (Contractor) and will ensure that it's Contractor meets the Secretary of the Interior's Professional Qualifications Standards (36 CFR Part 61) for Architectural History and will record the Pump House to meet the Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation (hereafter, HABS). The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.
- D. Recordation will be comprised of the following.
 - 1. Fieldwork: Site Visit, Photography, Measurements
 - a. The Contractor shall take site, interior, exterior, and detail digital

images of the Pump House. These photos should be used for reference in developing the architectural description outlined in I.D.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.D.2.a.

- b. HABS photographs must be taken by a professional photographer with demonstrated experience in HABS recordations accepted by the Library of Congress. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS guidelines, with in-camera perspective correction (as needed).
- c. Upon completion of I.D.1.a and I.D.1.b, the Contractor shall digitally submit the images and copies of field notes to the SHPO for review and comment.

2. Recordation components shall consist of the following items.

- a. Sketch plans, as defined by HABS and digitally drawn, of the Pump House in its current condition printed drawing-size on vellum with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier).
- b. HABS photographs. Prints from the negatives taken in I.D.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by the NPS. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS standards.
- c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.D.1.a. They should be printed as directed by HABS staff.
- d. Narrative and description. A written architectural description and historic narrative of the Pump House, its history, activities it

housed, and a historic narrative of the Staley company using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.

- e. Original and/or historic drawings. Any original and/or historic drawings of the Pump House scanned at a minimum of 400 dpi, dropped full-size onto HABS title blocks, and printed on vellum with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier). The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
- f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
- g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.
- h. CD/DVD. Digital versions of items I.D.2.a through I.D.2.g must be saved onto an archival CD/DVD.

E. Draft recordation submission. The Contractor shall email in pdf format and mail a hardcopy of the 95% draft of the items in I.D.2.a through g to the SHPO and the District for review and comment. When the SHPO accepts in writing to Tate and Lyle and the District the 95% draft submission, the Contractor will complete the final documentation as directed in I.D.4. Upon receipt by the Tate & Lyle and the District of SHPO's written acceptance of the final documentation, Tate & Lyle may immediately commence demolition of the Pump House.

F. Final recordation submission. Upon completion of the final documentation, Tate and Lyle shall submit the following to the SHPO no later than six (6) months from the issuance date of Permit No. CEMVR-OD-P-2019-0304:

1. One (1) HABS recordation package containing items I.D.2.a, b, c, d, e, f, g, and h.
2. One (1) recordation package containing items I.D.2.a, c, d, e, g, and h in an archival clamshell.

Upon SHPO's written acceptance of the final HABS package, the SHPO will forward their written acceptance to Tate & Lyle and the District. Upon final SHPO approval, 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. With this written communication from the SHPO, the Section 106 process will have been concluded.

II. DURATION

This MOA will be null and void if its terms are not carried out within three (3) years from the date of its execution. Prior to such time, the District may consult with the other signatories to reconsider the terms of this MOA and amend it in accordance with Stipulation IV below.

III. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the District shall consult with the signatories to resolve the objection. If the signatories determine that such objection cannot be resolved, the District will:

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

IV. AMENDMENTS

This MOA 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 signed by all of the signatories and is filed with the ACHP.

V. TERMINATION

If any signatory to this MOA 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 Stipulation III and IV, above. If after thirty (30) days an amendment has not been reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the District must either (a) execute another MOA 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 District shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the District, SHPO and Tate & Lyle and implementation of its terms is evidence that the District has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

This agreement is binding upon the signatories hereto not as individuals, but solely in their capacity as officials of their respective organizations, and acknowledges proper action of each organization to enter into the same.

[Signature Pages to follow]

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MACON COUNTY, ILLINOIS
SHPO LOG #018060319

SIGNATORY:

United States Army Corps of Engineers, Rock Island District (District)

Ward Lenz Date 4/Dec/2019
Ward Lenz
Regulatory Branch Chief
United States Army Corps of Engineers, Rock Island District

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INVITED SIGNATORY:

Tate & Lyle



Date 11-01-2019

Jacob Elder

Tate & Lyle Ingredients LLC

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SIGNATORY:

Illinois State Historic Preservation Officer (SHPO)



Date 12-2-19

Colleen Callahan

Director and State Historic Preservation Officer

Illinois Department of Natural Resources

APPROVED FOR EXECUTION

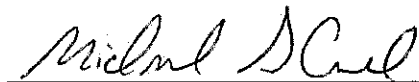
Date: 11/20/19

Legal Counsel: 

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CONCURRING PARTY:

Commission



Date 10-16-2019

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Historical and Architectural Sites Commission

APPENDIX A: Map Showing Area of Potential Effects (APE)

