

**MEMORANDUM OF AGREEMENT AMONG
THE VILLAGE OF DEPUE,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF THE EXISTING WATER TOWER AT THE
EAST SIDE OF EAST 2750 STREET NORTH OF PRINCETON ROAD AND
CONSTRUCTION OF A NEW TOWER IN
DEPUE, ILLINOIS
(SHPO LOG #020120318)**

WHEREAS, the Village of DePue (Village) plans to undertake the demolition of the existing water tower at the east side of East 2750 Street north of Princeton Road (Tower) and the construction of a new water tower in DePue, Bureau County, Illinois; and

WHEREAS, the project will utilize a Public Water Supply loan, partially funded by the U.S. Environmental Protection Agency and administered by the Illinois Environmental Agency (IEPA), which makes it 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 Village has consulted with the Illinois State Historic Preservation Office, a Division of the Illinois Department of Natural Resources (DNR), pursuant to the Act, and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, the SHPO determined on April 19, 2019 that the Tower is individually eligible for listing to the National Register of Historic Places (NRHP) under Criteria A and C with local significance; and

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

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the Village 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 Village, 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 Tower as a result of this project.

STIPULATIONS

I. MITIGATION

The Village 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 the measures described below. Prior to the completion of the construction of the Undertaking, the Village will ensure that the following Historic American Engineering Record (HAER) recordation (see: <https://www.nps.gov/hdp/standards/index.htm>) is completed by the Contractor. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Fieldwork: Site Visit, Photography, Measurements

1. The Contractor shall take site and exterior digital images of the Tower. These photos should be used for reference in developing the architectural description outlined in I.B.4. Field notes/sketches should be used to create the sketch plans outlined in I.B.1.
2. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HAER photography to the SHPO for comment. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, and distinctive exterior features. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HAER photography as outlined in I.A.3.
3. Final HAER photographs must be taken by a professional photographer and must include all the views agreed to in I.A.2. 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).
4. Upon completion of I.A.1, 2, and 3, the Contractor shall digitally submit the images and copies of field notes to the SHPO for review and comment. Upon SHPO confirmation in writing that all of the information necessary to complete HAER recordation has been collected, the demolition of the Tower may commence.

B. Recordation components shall consist of the following items.

1. Sketch plan and elevation, as defined by HAER and drawn in digital format, of the Tower in its current condition printed drawing-size on vellum with either a large-format inkjet printer using a HAER-designated ink set or with a large-format laser printer (i.e., photocopier).
2. HAER photographs. Prints from the negatives taken in I.A.3 must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS guidelines. The final size of the prints (either 5" x 7" or

8" x 10") 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.

3. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1. They should be printed as directed by HAER staff.
 4. Narrative and description. A written historic narrative and an architectural description of the Tower using HAER -designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
 5. Existing drawings, if applicable. Any existing drawings of the Tower scanned at a minimum of 400 dpi, dropped full-size onto HAER title blocks, and printed on vellum with either a large-format inkjet printer using a HAES-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.
 6. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
 7. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HAER guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.
 8. CD/DVD. Digital versions of items I.B.1 through I.B.7 must be saved onto an archival CD/DVD, as directed by HAER staff.
- C. Draft submission. The Contractor shall email in pdf format and mail a hardcopy of the 95% draft of the items in I.A.1 through 7 to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor will complete the final documentation as directed in I.D.
- D. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
1. One (1) HAER recordation package containing items I.B.1, 2, 3, 4, 5, 6, 7, and 8.
 2. One (1) recordation package containing items I.B.1, 3, 4, 5, 7, and 8 in an archival clamshell.

Upon final approval, the SHPO will submit the HAER 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.

II. DURATION

This Agreement will be null and void if its stipulations are not carried out within two (2) years from the date of its execution. Prior to such time, the Village may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation V AMENDMENTS below. The Village 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 Village 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 Village understands and agrees that it must immediately stop work within the area of discovery, notify the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) as administered by the SHPO, which provides that no human skeletal remains shall be disturbed without a permit issued by the SHPO.

IV. 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 Village 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.

V. 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.

VI. TERMINATION

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

VII. 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.

VIII. EFFECTIVE DATE

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

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

[Signature Pages to follow]

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SIGNATORY

VILLAGE OF DEPUE (Village)

Signature: Eric C. Bryant Date: 8-6-19
Name: ERIC C. Bryant
Title: Village President

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: Colleen Callahan Date: 8-7-19
Colleen Callahan, Director and State Historic Preservation Officer
Illinois Department of Natural Resources

APPROVED FOR EXECUTION

Date: 08/07/19

Legal Counsel: [Signature]