

**MEMORANDUM OF AGREEMENT AMONG
THE FEDERAL AVIATION ADMINISTRATION
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE ST. LOUIS REGIONAL AIRPORT
AIRPORT TRAFFIC CONTROL TOWER REPLACEMENT AT
8 TERMINAL DRIVE, EAST ALTON, IL 62024, ILLINOIS
(SHPO LOG # 001100824)**

WHEREAS, the Federal Aviation Administration (FAA) plans to undertake replacement of the St. Louis Regional Airport (ALN) Airport Traffic Control Tower (ATCT), including construction and operation of a new ATCT and demolition of the existing ATCT (Tower), at 8 Terminal Drive, East Alton, IL 62024 (Project); and

WHEREAS, the project requires FAA funding and involves FAA property, thereby making the Project an Undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, 54 U.S.C. § 306108, and its implementing regulations (36 CFR Part 800) (Act); and

WHEREAS, the FAA is the lead agency for complying with Section 106 of the NHPA; and

WHEREAS, the FAA has defined the Undertaking's area of potential effect (APE), as defined at 36 CFR part 800.16(d), to correspond to the geographic area within which the Undertaking may directly or indirectly cause alterations in the character or use of historic properties; and

WHEREAS, the FAA 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 October 11, 2024, the Officer has determined that no historic archaeological properties will be affected by the Undertaking; and

WHEREAS, the FAA has determined that the Tower at 8 Terminal Drive, East Alton, IL 62024 is eligible to be listed on the National Register of Historic Places (NRHP); and

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

WHEREAS, on October 11, 2024, the Officer concurred with the FAA that the Tower is individually eligible for listing on the NRHP and that the Undertaking will have an adverse effect on the Tower; and

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect in a notice published in the *Alton Telegraph* and on the FAA's dedicated Air Traffic Facilities website (https://www.faa.gov/air_traffic/atf) on October 9, 2024 with no comments received; and

WHEREAS, on April 11, 2025, the FAA notified potential consulting parties of the adverse effect determination, and on May 12, 2025, the St. Louis Regional Airport has chosen to participate in the consultation to resolve the adverse effect; and

WHEREAS, on April 11, 2025, the FAA notified Tribal Nations of the adverse effect determination, and none have chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the FAA has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination, and on April 29, 2025, the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the FAA 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

The FAA, in coordination with the Officer, shall ensure that the following measures are carried out:

- I. MITIGATION PLAN (Historic Illinois Buildings Survey [HIBS])
 - A. The FAA 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 FAA will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation Plan.
 2. The recordation must follow the HIBS guidelines established by the Officer, according to the specifications listed in Attachment A.
 3. The Contractor must coordinate with the FAA prior to the initiation of the work to ensure that expectations are understood.
 4. Fieldwork, in the form of a site visit, draft photography, measurements, and final photography must take place before the Project may commence.
 5. Upon completion of draft photography, the Contractor shall digitally submit the images and copies of field notes to the FAA for review and comment. The FAA

will submit these materials to the Officer for review and comment.

6. Upon FAA and Officer confirmation in writing that all of the final HIBS photographs to complete HIBS recordation has been collected, the demolition of the existing Tower may commence.
7. The Contractor shall prepare and email a 95% draft of the HIBS recordation in .pdf format to the FAA for review and comment. The FAA will submit these materials to the Officer for review and comment.
8. When the FAA and the Officer accept the 95% draft submission, in writing, the Contractor shall incorporate into the recordation any comments that the FAA and Officer provide and complete the final documentation.
9. Upon completion of the final documentation, the FAA 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 expire two years from the data of execution of this Agreement or at such time as all of its terms are satisfied. Prior to such time, the FAA may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VII AMENDMENTS below. .

III. POST-REVIEW DISCOVERIES

If potential historic properties are encountered or unanticipated effects on historic properties found during implementation of the Undertaking, the FAA shall immediately consult with the Officer and Tribes 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 FAA must immediately stop work within 100 feet of the area, notify the Coroner, Officer, and Tribes, and comply with the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) and pertinent sections of the Human Remains Protection Act (20 ILCS 3440).

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, the FAA 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

FAA'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 FAA shall consult with such party to resolve the objection. If the FAA determines that such objection cannot be resolved, the FAA will:

- A. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the signatories and concurring parties and the FAA's proposed resolution, to the ACHP. The ACHP shall provide the FAA 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 FAA 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 FAA 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 FAA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FAA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the Agreement and provide them and the ACHP with a copy of such written response.
- C. The FAA'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 will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations VI and VII above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

Once this Agreement is terminated, and prior to work continuing on the Undertaking, the FAA must either (a) execute a Memorandum of Agreement 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 FAA shall notify the signatories as to the course of action it will pursue.

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. DISTRIBUTION OF AGREEMENT

In order to meet the requirements of Section 106, 36 CFR § 800.6(b)(1)(iv), upon the execution of this Agreement and prior to approving the Undertaking, the FAA must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

EXECUTION of this Agreement and implementation of its terms is evidence that the FAA has taken into account the effects of this Undertaking on historic properties and afforded the Officer and the ACHP an opportunity to comment.

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(SHPO LOG # 001100824)**

SIGNATORY

FEDERAL AVIATION ADMINISTRATION

Signature: _____ Date: _____

Name: Edith Bowdish

Title: Manager, CSA ES Engineering Support Group, AJW-2C16

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: _____ Date: 6/17/2025
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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CONCURRING PARTY

ST. LOUIS REGIONAL AIRPORT

Signature: _____ Date: _____

Name: Danny Adams

Title: Airport Director