

**MEMORANDUM OF AGREEMENT AMONG
EDWARDSVILLE COMMUNITY UNIT SCHOOL DISTRICT #7,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING PARTIAL DEMOLITION AND NEW CONSTRUCTION, AND SITE
IMPROVEMENTS OF LINCOLN MIDDLE SCHOOL AT 145 WEST ST. IN
EDWARDSVILLE, ILLINOIS
(SHPO LOG #004060523)**

WHEREAS, Edwardsville Community Unit School District #7 (District) plans to undertake partial demolition and new construction, and site improvements of Lincoln Middle School at 145 West St. In Edwardsville (Building), Illinois (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 (IEPA), 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 District has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

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

WHEREAS, on July 24, 2023, the SHPO determined that the Building at 145 West St. in Edwardsville, IL is eligible to be listed on the National Register of Historic Places (NRHP) under Criteria A and C at the local level of significance, and with a period of significance of 1925 through 1973; and

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

NOW, THEREFORE, the District, 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 properties.

STIPULATIONS

I. MITIGATION (HIBS)

- A. Plans – The District will provide .pdf files of scanned original construction documents for the original 1925 building and all subsequent additions for use by future researchers. This information will be deposited with the Madison County Historical Society, the Edwardsville Public Library, with

the District's facility office, and with the SHPO to be displayed on the IDNR website.

- B. The District will provide photos (digital images) of all areas either demolished to date or to be demolished. The photos will be captioned to provide context and will be deposited with the Madison County Historical Society, the Edwardsville Public Library, with the District's facility office, and with the SHPO for display on the IDNR website.
- C. The District will work with its faculty to engage students at Lincoln Middle School to perform research and write a narrative of the history of the Lincoln Middle School as a singular one-time project. The District and school faculty will consult with SHPO to determine the format and scope of the research and narrative. The narrative will be deposited with the Madison County Historical Society, the Edwardsville Public Library, with the District's facility office, and with the SHPO for display on the IDNR website.
- D. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.
- E. Fieldwork, in the form of a site visit, draft photography, measurements, and final photography must take place before the Project may commence.
- F. Upon completion of draft photography, the Contractor shall digitally submit the images and copies of field notes to the SHPO for review and comment.
- G. Upon SHPO confirmation in writing that all of the final photographs mentioned in I. B. have been collected, the Project may commence.
- H. The District shall prepare and email a 95% draft of the narrative in .pdf format to the SHPO for review and comment.
- I. When the SHPO accepts the 95% draft submission, in writing, the District shall incorporate into the narrative any comments that the SHPO provides and complete the final documentation.
- J. Upon completion of the final documentation, the District shall submit the scanned construction documents, narrative, and photographs to the Madison County Historical Society, the Edwardsville Public Library, with the District's facility office, and with the SHPO.

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 District may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The District 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 District 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 encounter of human remains or burials, the District understands and agrees that it must immediately stop work within the area of encounter, consult with the SHPO, 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, District 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 District'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 District 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 District'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 SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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(SHPO LOG #004060523)**

SIGNATORY

EDWARDSVILLE COMMUNITY UNIT SCHOOL DISTRICT #7

Signature: *David N. Courtney* Date: 1-10-2024
Name: DAVID N. COURTNEY -TK.
Title: CFO

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 1/16/2024
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources