

**MEMORANDUM OF AGREEMENT AMONG
SALINE COUNTY, THE DEPARTMENT OF COMMERCE AND ECONOMIC
OPPORTUNITY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING COURTHOUSE AND ANIMAL CONTROL FACILITY
RENNOVATIONS AT 916 BAUMAN LN. AND 10 E. POPLAR ST. IN HARRISBURG,
ILLINOIS
(SHPO LOG #009030624)**

WHEREAS, Saline County (Owner) plans to undertake renovations to the Saline County Courthouse at 10 E. Poplar St. (Courthouse) and an animal control facility at 916 Bauman Ln. in Harrisburg, IL (Project); and

WHEREAS, the project is funded by the Department of Commerce and Economic Opportunity, 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 Owner 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 April 15, 2025, the Officer has determined that no historic archaeological properties will be affected by the undertaking; and

WHEREAS, on March 15, 2024, the Officer determined that the Courthouse is eligible to be listed on the National Register of Historic Places (NRHP) under Criterion A, for Politics/Government, and Criterion C, for Architecture, with a local level of significance. The period of significance under Criterion A spans from 1967, the original date of construction, until 1974 (the current 50-year cut off for NRHP eligibility). The period of significance under Criterion C is 1967, the original date of construction; and

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

WHEREAS, the public was notified of the Undertaking during the Saline County Board Meeting on February 13, 2024, with a motion carried to authorize the Project; and

NOW, THEREFORE, the Owner, DCEO, 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 Owner shall retain a professional photographer of its choice (Contractor) to conduct exterior photography of all sides of the Courthouse with detailed photos of the entrance areas and any additional relevant historic elements.
- B. The Owner will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation.
- C. The photography must follow guidelines established by the Officer.
- D. The Contractor must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
- E. The Officer may approve alterations to the format and/or requirements of the photography, depending on the circumstances of the project.
- F. Fieldwork, in the form of a site visit, draft photography, and final photography must take place before the Project may commence.
- G. Upon completion of draft photography, the Contractor shall digitally submit the images and copies of field notes to the Officer for review and comment.
- H. Upon Officer confirmation in writing that all of the final photographs have been collected, the Project may commence.
- I. When the Officer accepts the draft submission, in writing, the Contractor shall complete the final documentation.
- J. Upon completion of the final documentation, the Agency and/or Contractor shall submit the following 1) to the Officer: one digital record (download, link, flash drive, CD, or DVD) with the completed photographs for posting on the SHPO website and 2) to an appropriate Saline County archive or library: one digital record (download, link, flash drive, CD, or DVD) with the completed photographs and one record with the completed photographs printed on archival photographic paper.

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 Owner may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owner 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 Owner 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 Owner 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, Owner 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 Owner'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 Owner 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 Owner'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 Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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ILLINOIS
(SHPO LOG #009030624)

SIGNATORY

SALINE COUNTY

Signature: _____

Date: _____

Name: _____

Title: _____

Jay Williams

5/14/2025

Jay Williams

County Board Chairman

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SIGNATORY

THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

Signature:  ₆ By 
Garrett C. Carter
General Counsel Date: 6/10/2025

Name: Kristin Richards

Title: Director

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 5/19/2025
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources