

**MEMORANDUM OF AGREEMENT AMONG
HIGHLAND COMMUNITY UNIT SCHOOL DISTRICT NO. 5,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF
HIGHLAND PRIMARY SCHOOL AT
1800 LINDENTHAL AVENUE IN HIGHLAND, ILLINOIS
(SHPO LOG #017091324)**

WHEREAS, Highland Community Unit School District No. 5 (District) plans to undertake demolition of Highland Primary School at 1800 Lindenthal Ave., demolition of auxiliary buildings at 1810 Lindenthal Ave., and site improvements in Highland, IL (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 (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, the Officer made the determination of No Historic Property Affected (NHPA) for archaeological resources by the Project, as planned; and

WHEREAS, on October 2, 2024, the Officer determined that the Highland Primary School at 1800 Lindenthal Ave. and the Highland Elementary School at 1600 Lindenthal Ave. in Highland, IL are eligible to be listed on the National Register of Historic Places (NRHP) under Criterion C, for Architecture, with a local level of significance; and

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

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect in notices published in the Belleville News Democrat on November 17, 2024, with no comments received; and

WHEREAS, Highland CUSD No. 5 has notified potential consulting parties of the adverse effect determination, and on January 17, 2025, the Highland Historical Society has chosen to participate in the consultation as a concurring party (Concurring Party) to resolve the adverse effect; and

NOW, THEREFORE, the District, IEPA, and the Officer agree that the Undertaking for the

Building 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

- A. The District will ensure that the mitigation is completed in accordance with the provisions of this Stipulation I, Mitigation.
- B. Photos: The District will provide photos (digital images) of the exterior and interior of 1800 Lindenthal. The photos will be identified and captioned to provide context and will be deposited with the Highland Historical Society (Concurring Party), and the Madison County Historical Society, with a copy to be retained by the District's facility department and provided to the Officer for display on the IDNR website.
- C. Historic Narrative: The District shall engage an historian to prepare a written historic narrative (including photographic records) for the 1800 Lindenthal building, which shall (upon completion) be deposited with the Highland Historical Society (Concurring Party), and Madison County Historical Society, with a copy to be retained by the District's facility department, a copy provided to the Officer for display on the IDNR website, and a copy to be archived at the Abraham Lincoln Presidential Library and Museum.
- D. The District's Contractor will be instructed to consult with the Officer prior to the initiation of the work to ensure that expectations are understood. The Officer may approve alterations to the requirements established herein upon request of the District.
- E. Fieldwork, in the form of a site visit, draft photography, and final photography shall take place before the demolition may commence.
- F. Upon completion of draft photography, the Contractor shall digitally submit the images and copies of field notes to the Officer for review and comment.
- G. Upon Officer confirmation in writing that all of the final photographs mentioned herein have been collected, the demolition of 1800 Lindenthal may commence.
- H. Upon completion of the final documentation, the District shall submit:
 - 1. The scanned narrative and photographs to the Highland Historic Society (Concurring Party), and Madison County Historic Society,
 - 2. A copy of the scanned narrative and photographs to the District's facility department,
 - 3. A copy to the Officer for display on the IDNR website,
 - 4. A copy, printed on archival-quality materials, encapsulated in an archival clamshell box, to the Officer for transmission to the Historic Illinois Buildings Survey (HIBS) program within the

Abraham Lincoln Presidential Library and Museum.

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 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 District 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, 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 Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

MEMORANDUM OF AGREEMENT AMONG
HIGHLAND COMMUNITY UNIT SCHOOL DISTRICT NO. 5, THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY,
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF HIGHLAND PRIMARY SCHOOL AT 1800
LINDENTHAL AVENUE IN HIGHLAND, ILLINOIS
(SHPO LOG #017091324)

SIGNATORY

HIGHLAND COMMUNITY UNIT SCHOOL DISTRICT NO. 5 (DISTRICT)

Signature: Date: 3/4/2025

Name: 



**MEMORANDUM OF AGREEMENT AMONG
HIGHLAND COMMUNITY UNIT SCHOOL DISTRICT NO. 5, THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY,
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF HIGHLAND PRIMARY SCHOOL AT 1800
LINDENTHAL AVENUE IN HIGHLAND, ILLINOIS
(SHPO LOG #017091324)**

SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

**MEMORANDUM OF AGREEMENT AMONG
HIGHLAND COMMUNITY UNIT SCHOOL DISTRICT NO. 5, THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY,
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF HIGHLAND PRIMARY SCHOOL AT 1800
LINDENTHAL AVENUE IN HIGHLAND, ILLINOIS
(SHPO LOG #017091324)**

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 3/6/2025
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

**HIGHLAND COMMUNITY UNIT SCHOOL DISTRICT NO. 5, THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY,
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF HIGHLAND PRIMARY SCHOOL AT 1800
LINDENTHAL AVENUE IN HIGHLAND, ILLINOIS
(SHPO LOG #017091324)**

SIGNATORY

HIGHLAND HISTORICAL SOCIETY (CONCURRING PARTY)

Signature: Date: 03/04/2025

Name: Jacob W. Rose

Title: President