

**MEMORANDUM OF AGREEMENT AMONG
THE VILLAGE OF KANSAS, THE ILLINOIS DEPARTMENT OF ECONOMIC
OPPORTUNITY, AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING REPLACEMENT OF A WATER TOWER AT THE EAST SIDE OF
FRONT STREET IN KANSAS, ILLINOIS
(SHPO LOG #025030724)**

WHEREAS, the Village of Kansas, Illinois (Village) plans to undertake construction of a new water tower to replace an existing water tower (Tower) at the east side of Front Street in Kansas, Illinois (Project); and

WHEREAS, the Village has not yet determined if the existing Tower will be demolished or retained; and

WHEREAS, due to the Village receiving a loan from the Illinois Environmental Protection Agency (IEPA) and a grant from the Illinois Department of Commerce and Economic Opportunity (DCEO) the Project requires to be considered 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 (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 3, 2024, the Officer determined that no known archaeological resources would be affected (NHPA) within the Project area; and

WHEREAS, on May 20, 2024, the Officer determined that the existing Village of Kansas Tower at the east side of Front Street is eligible to be listed on the National Register of Historic Places (NRHP); and

WHEREAS, the Officer has determined that the Project may have an adverse effect on the Tower that is eligible for the NRHP, if demolished or neglected; and

WHEREAS, the Officer and the Village have agreed that the Village should mitigate the potential adverse effect of demolishing or neglecting the Tower; and

WHEREAS, due to health and safety issues related to use of the existing Tower, the Officer informed the Village, on October 7, 2024, that the new construction portion of the Project may begin; and

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment

on the adverse effect in notices published in the *Prairie Press Newspaper* on October 19, 2024, with no comments received; and

WHEREAS, on October 9, 2024, the Village notified the Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas, Kickapoo Tribe of Oklahoma, Menominee Indian Tribe of Wisconsin, Miami Tribe of Oklahoma, Peoria Tribe of Indians of Oklahoma, and Seneca Cayuga Nation and no responses were received; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the Village notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination on October 24, 2024. The ACHP did not respond to participate in the consultation pursuant to 36 CFR§ 800.6(a)(1)(iii); and

NOW, THEREFORE, the Village and the Officer agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) to mitigate the potential adverse effect of this Undertaking to the NRHP-eligible property (Tower).

STIPULATIONS

I. MITIGATION

- A. The Village shall complete a professional-quality historical narrative and photographic recordation according to the measures described below.
 1. The Village will ensure that the mitigation is completed in a professional format, based on the guidelines of a Level III Historic Illinois Buildings Survey.
 2. The Contractor must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
 3. The Officer may approve alterations to the format and/or requirements of the HIBS format, depending on the circumstances of the Undertaking.
 4. Fieldwork, in the form of a site visit, draft photography, and final photography must take place before demolition of the Tower may commence.
 5. Upon completion of draft photography, the Contractor shall digitally submit the images and copies of field notes to the Officer for review and comment.
 6. Upon Officer confirmation in writing that all the final photographs to complete historical narrative and photographic recordation have been collected, demolition of the Tower may commence.
 7. The Contractor shall prepare and email a 95% draft of the historical narrative and photographic recordation in .pdf format to the Officer for review and comment.
 8. When the Officer accepts the 95% draft submission, in writing, the Contractor shall incorporate into the historical narrative and photographic recordation any comments that the Officer provides and complete the final documentation.
 9. Upon completion of the final documentation, the Village shall submit the following to the Officer:
 - a. A digital copy (download link, flash drive, CD, or DVD) of the historical

narrative and photographic recordation for posting on the SHPO website.

- b. One copy of the historical narrative and photographic recordation, on archival materials, for deposit in a local repository of the Village's choosing.

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 Village may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI 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 encountered or unanticipated effects on historic properties found during implementation of the undertaking, the Village 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 Village 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 Village shall provide all parties to this Agreement and the ACHP 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 Village'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 Village shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall:

- 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 Village's proposed resolution, to the ACHP. The ACHP shall provide the Village 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 Village 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

Village 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 Village may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Village 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 Village'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 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.

Once this Agreement is terminated, and prior to work continuing on the Undertaking, the Village 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 Village 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 Project, the Village must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).


EXECUTION of this Agreement by signatories and/or invited signatories, the Officer, and the implementation of its terms evidence that the signatories and/or invited signatories, not including Officer have afforded the Officer and/or ACHP 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 #025030724)**

SIGNATORY

VILLAGE OF KANSAS, ILLINOIS

Signature:  Date: 2/6/25
Name: Ross Carrell
Title: President

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SIGNATORY

THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

By: Wendy Bell Date: 2/19/25
Wendy Bell
Deputy Director
Office of Community Development

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SIGNATORY

THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 2/20/2025
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources