

**MEMORANDUM OF AGREEMENT AMONG
MONTICELLO COMMUNITY UNIT SCHOOL DISTRICT #25,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF WASHINGTON ELEMENTARY SCHOOL AND THE
ALTERATION OF MONTICELLO HIGH SCHOOL
IN MONTICELLO, ILLINOIS
(SHPO LOG #018100418)**

WHEREAS, Monticello Community Unit School District #25 (District) plans to undertake the demolition of Washington Elementary School (Washington) at 3 Sage Drive and the substantial alteration of Monticello High School (MHS) at 1 Sage Drive in Monticello, Piatt County, IL (Undertaking); and

WHEREAS, the project requires at least a Water Pollution Control 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) (Act); and

WHEREAS, the Illinois State Historic Preservation Office (SHPO) determined on November 29, 2018 that Washington and MHS are eligible for listing on the National Register of Historic Places (NRHP); and

WHEREAS, the SHPO determined on January 10, 2019 that Lincoln Elementary School (Lincoln) at 700 North Buchanan Street in Monticello, IL, is eligible for listing on the NRHP; and

WHEREAS, the SHPO currently resides within the Illinois Department of Natural Resources (IDNR), and the Director of IDNR, Wayne A. Rosenthal, is the duly designated State Historic Preservation Officer; and

WHEREAS, the responsibilities of the SHPO under the Act are (1) to assist, to the fullest extent possible, the State agencies in their identification of properties for inclusion in an inventory of historic resources, including provision of criteria for evaluation; (2) provide information concerning professional methods and techniques for preserving, improving, restoring, and maintaining historic resources when requested by State agencies; and (3) help facilitate State agency compliance with this Act; and

WHEREAS, the SHPO has determined that the Undertaking will have an adverse effect on Washington and MHS;

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 Washington and MHS as a result of this project.

STIPULATIONS

I. MITIGATION

The District shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR 61) to complete the mitigation measures described below. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation

Prior to the completion of the construction of the new building, the District will ensure that the following HABS recordation (see: <https://www.nps.gov/hdp/standards/index.htm>) of Washington and of Lincoln is carried out and completed by the Contractor:

1. Sketch plans, drawn in computer-assisted-drafting (CAD) format, of Washington and Lincoln in their current condition printed on vellum with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier)
2. Black and white film photography of Washington's and Lincoln's sites, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Photos must be taken using 4" x 5" negatives, processed according to HABS guidelines, with in-camera perspective correction (if needed). Prints must be either wet processed on regular (not resin-coated) photo paper or inkjet printed according to HABS guidelines.
3. Written historic narratives and architectural descriptions of Washington and Lincoln using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper
4. Original and/or historic drawings of Washington and Lincoln scanned at a minimum of 400 dpi, dropped full-size onto HABS title blocks, and printed on vellum with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier)
5. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
6. Archival CD/DVD with electronic files of above materials

Upon completion of the fieldwork portion of the HABS documentation (I.A. 1 and 2), the Contractor shall submit digitally printed versions of the HABS recordation photos and copies of field notes to the SHPO for review and comment. Upon SHPO confirmation in writing that all of the information necessary to complete HABS recordation has been collected, the demolition of Washington may commence.

The Contractor shall submit 95% recordation draft in writing to the SHPO for review and comment. When the SHPO accepts in writing the 95% submission, the District and the Contractor will complete the final documentation as directed above. Upon completion of the final documentation, the Contractor will submit the following to the SHPO:

1. One (1) HABS recordation package for Washington containing 1, 2, 3, 4, 5, and 6 of the above list
2. One (1) HABS recordation package for Lincoln containing 1, 2, 3, 4, 5, and 6 of the above list
3. One (1) recordation package for Washington containing 1, 3, 4, and 6 of the above list and 8" x 10" images of the HABS photographs digitally printed on archivally stable photographic paper
4. One (1) recordation package for Lincoln containing 1, 3, 4, and 6 of the above list and 8" x 10" images of the HABS photographs digitally printed on archivally stable photographic paper

The SHPO will submit the two HABS recordation packages to the Heritage Documentation Programs in the National Park Service for eventual deposit in the Library of Congress, and the SHPO will deposit the two recordation packages with the Abraham Lincoln Presidential Library in Springfield, Illinois.

- B. If the Undertaking includes the replacement of non-historic windows on MHS, the new windows must be of a design that is similar in appearance to the school's original windows.
- C. The District must organize, publicize, and host a public open house within Washington prior to its salvage and demolition.
- D. Prior to demolition of Washington, the District must contract with an architectural salvage organization to remove and salvage elements from Washington.
- E. The District must salvage, palletize, and store a quantity of limestone from Washington for its own later reuse.

II. DURATION

This Agreement will be null and void if its stipulations are not carried out within two (2) years from the date of its execution. 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 V AMENDMENTS below. The District shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered 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 discovery of human remains or burials, the District understands and agrees that it must immediately stop work within the area of discovery, notify the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) as administered by the SHPO, which provides that no human skeletal remains shall be disturbed without a permit issued by the SHPO.

IV. 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.

V. 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 signed by all of the signatories.

VI. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulations IV and V above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

VII. EFFECTIVE DATE

This Agreement is effective on the date signed by the District.

EXECUTION of this Memorandum of Agreement and implementation of its terms evidences that the District and IEPA have afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

MEMORANDUM OF AGREEMENT AMONG
MONTICELLO COMMUNITY UNIT SCHOOL DISTRICT #25,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF WASHINGTON ELEMENTARY SCHOOL AND THE
ALTERATION OF MONTICELLO HIGH SCHOOL
IN MONTICELLO, ILLINOIS
(SHPO LOG #018100418)

SIGNATORY

MONTICELLO COMMUNITY UNIT SCHOOL DISTRICT #25 (District)

Signature: Victor Zimmerman Date: 1-16-19
Name: Victor Zimmerman
Title: Supt of Schools

MEMORANDUM OF AGREEMENT AMONG
MONTICELLO COMMUNITY UNIT SCHOOL DISTRICT #25,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF WASHINGTON ELEMENTARY SCHOOL AND THE
ALTERATION OF MONTICELLO HIGH SCHOOL
IN MONTICELLO, ILLINOIS
(SHPO LOG #018100418)

SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

Signature: _____ Date: _____

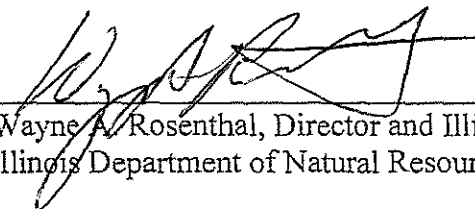
Name: _____

Title: _____

MEMORANDUM OF AGREEMENT AMONG
MONTICELLO COMMUNITY UNIT SCHOOL DISTRICT #25,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF WASHINGTON ELEMENTARY SCHOOL AND THE
ALTERATION OF MONTICELLO HIGH SCHOOL
IN MONTICELLO, ILLINOIS
(SHPO LOG #018100418)

SIGNATORY

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By:  Date: 1/23/18
Wayne A. Rosenthal, Director and Illinois State Historic Preservation Officer
Illinois Department of Natural Resources

ADMINISTRATIVE
1-23-18
