

**MEMORANDUM OF AGREEMENT AMONG MORRIS COMMUNITY HIGH
SCHOOL DISTRICT 101,
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING SITE IMPROVEMENTS AND CONSTRUCTION OF AN ADDITION TO
MORRIS COMMUNITY HIGH SCHOOL AT 1000 UNION STREET, MORRIS,
ILLINOIS
(SHPO LOG #013090925)**

WHEREAS, Morris Community High School District 101 (Owner) plans to undertake site improvements and construction of an addition to Morris Community High School (School) at 1000 Union Street in Morris, 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 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 September 15, 2025, the Officer has determined that no historic archaeological properties will be affected by the undertaking; and

WHEREAS, on February 18, 2026, the Agency or Officer determined that the School is eligible for listing on the National Register of Historic Places (NRHP), under Criterion C, for Architecture (1949), with a local level of significance; and

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

WHEREAS, the Project includes additions to the front and rear elevations of the existing School with plans to maintain the existing structure, maintain architectural continuity, and avoid significant impacts to environmental elements in the project area; and

WHEREAS, on March 9, 2026, the Owner considered alternatives to creating an adverse effect to historic property; a comprehensive planning process identified safety and operational needs of

the school district, potential solutions, costs, and impacts; and

WHEREAS, on March 11, 2026, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect, in notices published in the *Morris Herald-News* with no comments received; and

WHEREAS, on March 11, 2026, the Owner notified Landmarks Illinois and the Grundy County Historical Society of the adverse effect determination; Landmarks, Illinois accepted the invitation to become a consulting party and provided comments; and

NOW, THEREFORE, the Owner, IEPA, 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 create a historical photographic recordation (Recordation) according to the steps below to mitigate the adverse effects to the eligible property.
 - 1. The Owner shall ensure the development of a Recordation of Morris Community High School.
 - 2. The Recordation shall be performed by students and be published in the Yearbook for the calendar year of the completion of the Recordation.
 - 3. The Recordation shall be performed and published no longer than two years from the date of the execution of the MOA.
 - 4. The Owner must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
 - 5. The Officer may approve alterations to the format and/or requirements of the Recordation, depending on the circumstances of the project.
 - 6. Draft photography must take place before the Project may commence.
 - 7. Upon completion of draft photography, the Owner shall digitally submit the images and copies of field notes to the Officer for review and comment.
 - 8. Upon Officer confirmation in writing that all of the final photographs to complete Recordation have been collected, the Project may commence.
 - 9. Upon completion of the final documentation, the Owner shall submit the following to the Officer:
 - a. One Yearbook that contains the historical Recordation.
 - b. Evidence of a digital record being posted on the Owner's website.
 - c. One digital record (download, link, flash drive, CD, or DVD) with the complete Recordation for posting on the SHPO website.

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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SIGNATORY

MORRIS COMMUNITY HIGH SCHOOL DISTRICT 101 (OWNER)

Signature:  Date: 4/2/2026

Name: Elizabeth Shields

Title: Business Manager/CSBO

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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 (OFFICER)

By: Carey L. Mayer Date: 4/9/2026
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources