

**MEMORANDUM OF AGREEMENT
AMONG THE
FEDERAL HIGHWAY ADMINISTRATION
ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE REALIGNMENT OF ILLINOIS ROUTE 13/127/154
IN THE CITY OF PINCKNEYVILLE, PERRY COUNTY, ILLINOIS**

WHEREAS, the Illinois Department of Transportation (IDOT) plans to realign Illinois Route 13/127 at Illinois Route 154 in the City of Pinckneyville, Perry County, Illinois (Sequence #21308); and

WHEREAS, the Federal Highway Administration (FHWA) may fund the project, thereby making the project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations, 36 C.F.R. Part 800; and

WHEREAS, the FHWA has defined the undertaking's area of potential effects (APE) as the footprint of the proposed improvements and the properties abutting the proposed improvements (Exhibit A); and

WHEREAS, the FHWA has determined that the undertaking will have an adverse effect on the Perry County Courthouse, former Odd Fellows Hall at 2 East Water Street, and former Knights of Pythias Hall at 14-16 South Main Street, all of which have been determined eligible for the National Register of Historic Places (NRHP), and the FHWA has consulted with the Illinois State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. Part 800; and

WHEREAS, the FHWA has determined that the undertaking will not have an adverse effect on historic properties other than those three properties listed above; and

WHEREAS, the FHWA has invited the IDOT to participate in consultation and to become an invited signatory to this agreement; and

WHEREAS, the FHWA and IDOT invited the following Tribes to enter consultation: Kaw Nation, Miami Tribe of Oklahoma, Osage Nation, Peoria Tribe of Indians of Oklahoma, and Ponca Tribe, with the Osage Nation expressing interest in the project; and

WHEREAS, the FHWA and IDOT provided the public opportunities to comments on the undertaking and on the undertaking's adverse effect in notices published in The Southern Illinoisan newspaper and during public meetings held in Pinckneyville on October 26, 2017 and

September 12, 2018. The Perry County Historical Society, City of Pinckneyville, Foundation for the Future of Pinckneyville, and four local businesses (Murphy-Wall State Bank and Trust Company, Pinckneyville Property LLC, Eyecare Properties LLC, and Stuart Morgenstern Law Office), were invited to these meetings and thereby given the opportunity to participate in consultation. No comments against the undertaking or the adverse effect were received.

WHEREAS, the IDOT on behalf of FHWA notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect, March 25, 2020 pursuant to 36 CFR Section 800.6(a)(1), and ACHP declined to enter into consultation in a letter dated April 6, 2020; and

NOW, THEREFORE, the FHWA, IDOT, and SHPO agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The FHWA in coordination with the IDOT shall ensure that the following measures are carried out:

1. For the former Odd Fellows Hall at 2 East Water Street and of the former Knights of Pythias Hall at 14-16 South Main Street, which will be adversely affected through demolition, the IDOT will complete Historic Illinois Building Survey (HIBS) level III recordation of both properties prior to beginning of demolition activities. The IDOT will submit the draft HIBS (~95%) to the SHPO, and the IDOT must receive written concurrence from the SHPO that the draft HIBS documentation is acceptable prior to IDOT approving demolition of these two buildings. The IDOT will ensure the final HIBS (100%) documentation is submitted to the SHPO for review.
2. For the Perry County Courthouse, which will be adversely affected through right-of-way acquisition, the IDOT, in coordination with the SHPO, Perry County, and City of Pinckneyville, will develop an interpretative panel regarding the history of the Perry County Courthouse. The panel will be installed at a location inside the courthouse building that is available to the public. The draft content of the panel will be submitted by the IDOT to the SHPO for approval. The IDOT will ensure the final content and plan for the panel is submitted to the SHPO for review and final approval.

3. DURATION

This agreement will be null and void if its stipulations are not carried out within five (5) years from the date of its execution. At such time, and prior to work continuing on the undertaking, the FHWA shall either (a) execute an agreement pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Prior to such time, the FHWA may consult with the other signatories to reconsider the terms of the agreement and amend it in accordance with Stipulation 6 below. The FHWA shall notify the signatories as to the course of action it will pursue.

4. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the FHWA shall make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties and follow the requirements of 36 CFR Section 800.13(b).

5. 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 FHWA shall consult with such party to resolve the objection. If the FHWA determines that such objection cannot be resolved, the FHWA will:

A. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the other signatories the FHWA's proposed resolution, to the ACHP. The ACHP shall provide the FHWA 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 FHWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories and provide them with a copy of this written response. The FHWA 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 FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to this agreement and provide them and the ACHP with a copy of such written response.

C. The FHWA'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.

6. 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 is filed with the ACHP.

7. TERMINATION

If any signatory to this agreement determines that its terms cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation 6, 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 the agreement is terminated, and prior to work continuing on the undertaking, the FHWA must either (a) execute an 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 FHWA shall notify the signatories as to the course of action it will pursue.


EXECUTION of this agreement by the FHWA, IDOT and SHPO and implementation of its terms evidence that the FHWA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

[Signature Pages Follow]

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ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE REALIGNMENT OF ILLINOIS ROUTE 127
IN THE CITY OF PINCKNEYVILLE, PERRY COUNTY, ILLINOIS**

Signatory

FEDERAL HIGHWAY ADMINISTRATION

Signature:  Date: June 16, 2020

Name: Matt Fuller

Title: Environmental Programs Engineer

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Signatory

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By:  Date: June 25, 2020

Print Name: Robert F. Appleman

Title: Deputy State Historic Preservation Officer

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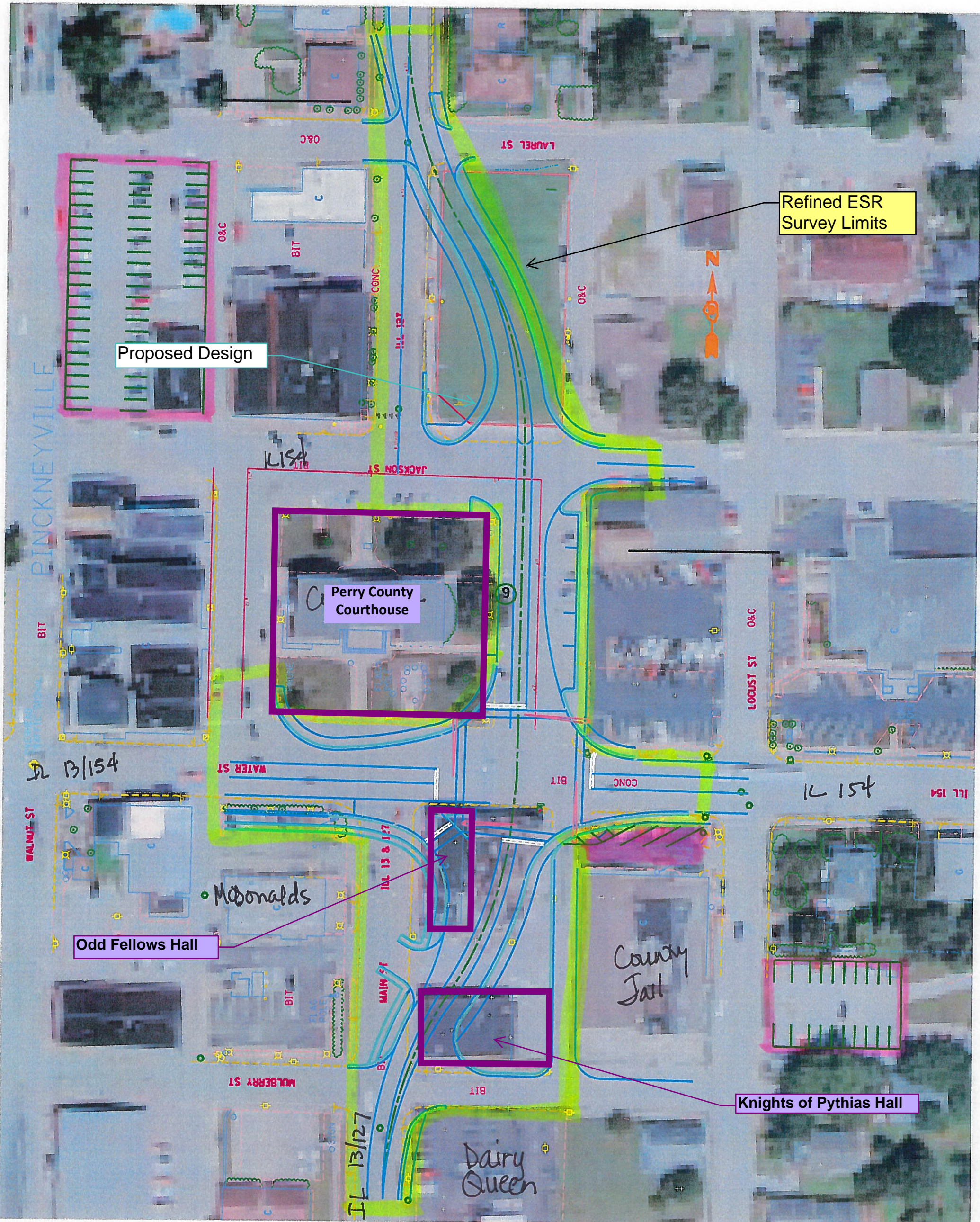
Invited Signatory

ILLINOIS DEPARTMENT OF TRANSPORTATION

Signature:  Date: 06-17-20

Name: KEITH ROBERTS

Title: ACTING REGION 5 ENGINEER



Proposed Design

Refined ESR Survey Limits

Perry County Courthouse

Odd Fellows Hall

Knights of Pythias Hall

Note: APE defined as the properties encompassing and adjoining the ESR Survey Limits

Exhibit A
APE Map showing Historic Properties
Realignment of IL 13/127/154
Pinckneyville, Perry Co., IL
IDOT Seq. 21308