

**MEMORANDUM OF AGREEMENT AMONG
THE UNITED STATES DEPARTMENT OF THE AIR FORCE,
AMERICAN WATER OPERATIONS AND MAINTENANCE LLC, AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE TRANSFER AND DEMOLITION OF ELEVATED WATER
STORAGE TANKS 8010 AND 8020 AND NEW CONSTRUCTION AT SCOTT AIR
FORCE BASE
(SHPO LOG #015121517)**

WHEREAS, American Water Operations and Maintenance LLC (American Water) plans to demolish Elevated Water Storage Tanks 8010 and 8020 (Tanks) on west side of Hangar Road between Main Street and 5th Street and construct a new elevated water storage tank on the south side of Hangar Road, west of South Drive; and

WHEREAS, the Tanks are within the boundaries of Scott Air Force Base operated by the United States Department of the Air Force (DAF), thereby making the project 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, American Water has defined the Undertaking's Area of Potential Effects (APE) as the west side of Hangar Road between Main Street and 5th Street; and

WHEREAS, the DAF has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, the Office currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, on January 19, 2018, the SHPO determined that the Tanks are contributing structures to the Scott Field Historic District, listed on the National Register of Historic Places (NRHP) on March 10, 1994; and

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

WHEREAS, the transfer of the Tanks in 2007 without the necessary preservation covenant was an adverse effect; and

WHEREAS, the DAF has invited American Water to participate in consultation on this Undertaking and sign this Memorandum of Agreement (Agreement) as an Invited Signatory, and American Water has agreed; and

WHEREAS, on December 8th, 2021, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), Scott AFB invited the Advisory Council on Historic Preservation (ACHP) to consult on the adverse effect determination, and on January 4th, 2022 the ACHP chose not to participate

in the consultation pursuant to 36 CFR§ 800.6(a)(1)(iii);

NOW, THEREFORE, the DAF, American Water and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in this Agreement in order to mitigate and resolve the adverse effects of the 2007 transfer of the Tanks and this Undertaking to the Tanks as a result of this project.

STIPULATIONS

I. MITIGATION

American Water shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete the measures described below. American Water will ensure that the following mitigation and Historic American Building Survey (HABS) recordation is/are completed by the Contractor. The recordation must follow the HABS/HAER/HALS guidelines established by the Heritage Documents Programs division (HPD) of the National Park Service (see: <https://www.nps.gov/hdp/standards/index.htm>). The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation

1. Fieldwork: Site Visit, Photography, Measurements

- a. The Contractor shall take site, exterior and detail digital images of the Tanks. These photos should be used for reference in developing the architectural description outlined in I.A.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.A.2.a.
- b. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HABS photography to the SHPO for comment. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations and distinctive exterior architectural features. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HABS photography as outlined in I.A.1.c.
- c. Final HABS photographs must be taken by a professional photographer and must include all the views agreed to in I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS/HAER/HALS guidelines, with in-camera perspective correction (as needed).

- d. Upon completion of I.A.1.a, b, and c, the Contractor shall digitally submit the images 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 the Tanks may commence.
2. Recordation components shall consist of the following items.
 - a. Sketch plans, as defined by HABS/HAER/HALS guidelines. The sketch plans will be included as figures at the end of the relevant report(s) and printed in accordance with HDP Transmittal Guidelines.
 - b. HABS photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS/HAER/HALS guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by HPD staff. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS/HAER/HALS standards.
 - c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by HPD staff.
 - d. Narrative and description. A written historic narrative and an architectural description of the Tanks using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
 - e. Original and/or historic drawings. Any original and/or historic drawings of the Tanks scanned shall be, at a minimum, 400 PPI and dropped full-size onto HABS title blocks. Verify that the original/historic plans can be reproduced in accordance with the U.S. Copyright Act, as amended (see: <https://www.nps.gov/hdp/standards/copyright.htm>). The finished sheets will be printed on vellum in accordance with HDP's Transmittal Guidelines. The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
 - f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
 - g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS/HAER/HALS guidelines. The Contractor must consult with

the SHPO to determine which historic images and maps warrant inclusion in the recordation package.

- h. CD/DVD. Digital versions of items I.A.2.a through I.A.2.g must be saved onto an archival CD/DVD.
3. Draft submission. The Contractor shall email in .pdf format of the 95% draft of the items in I.A.2.a through g to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor shall incorporate into the recordation any comments that the SHPO provides and complete the final documentation as directed in I.A.4.
4. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
 - a. One (1) HABS recordation package containing items I.A.2.a, b, c, d, e, f, g, and h mailed to the SHPO.
 - b. One (1) recordation package containing items I.A.2.a, c, d, e, g, and h in an archival clamshell mailed to the SHPO.
 - c. Digital versions of items I.A.2.a, b, c, d, e, and g uploaded to the State of Illinois file transfer site: <https://filet.illinois.gov/filet/pimupload.asp> with “SHPO.review@illinois.gov” as the recipient.
 - d. One CD/DVD containing digital versions of items I.A.2.a through I.A.2.g and mailed to DAF at Scott Air Force Base.

Upon final approval, the SHPO will submit the HABS recordation package to the HPD for eventual deposit in the Library of Congress, and the SHPO will deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois.

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, DAF may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. DAF 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, DAF 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, DAF understands and agrees that it must immediately stop work within the area of discovery and consult with the SHPO.

IV. MONITORING AND REPORTING

Each six (6) months following the execution of this Agreement until it expires or is terminated, American Water 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 American Water'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 DAF 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 DAF's proposed resolution, to the ACHP. The ACHP shall provide DAF 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, DAF 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. DAF 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, DAF may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, DAF 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. DAF'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.

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

EXECUTION of this Agreement by DAF, American Water, and the SHPO and the implementation of its terms evidence that DAF and American Water have afforded the ACHP an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF ELEVATED WATER STORAGE TANKS 8010
AND 8020 AND NEW CONSTRUCTION AT SCOTT AIR FORCE BASE
(SHPO LOG #015121517)**

SIGNATORY

THE UNITED STATES DEPARTMENT OF THE AIR FORCE (DAF)

Signature:  Date: 22 February 2022


Name: Christopher M. Robinson, Colonel, USAF

Title: Commander, 375th Air Mobility Wing

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INVITED SIGNATORY

AMERICAN WATER OPERATIONS AND MAINTENANCE LLC (AMERICAN WATER)

Signature:  _____ Date: 1-19-2022

Name: Sean D. Wheatley

Title: Vice President of Operations

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 1/19/2022
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources