

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF SPRINGFIELD AND THE ILLINOIS STATE HISTORIC
PRESERVATION OFFICER REGARDING THE DEMOLITION OF AN INDUSTRIAL
SITE AT 1525 E. PHILLIPS ST. IN SPRINGFIELD, ILLINOIS
(SHPO LOG # 014081423)**

WHEREAS, City of Springfield (City), acting as a U.S. Department of Housing and Urban Development (HUD) Responsible Entity (RE) pursuant to 24 CFR Part 58, is considering a proposal to provide financial assistance to Moving Pillsbury Forward (MPF), an Illinois non-profit organization, for the demolition of an industrial site (Undertaking) at 1525 E. Phillips St. (Site), known as the Pillsbury Plant in Springfield, IL; and

WHEREAS, the financial assistance includes but is not limited to Community Project Funding (Congressionally Directed Spending) and Community Development Block Grant (CDBG) funding from the U.S. Department of Housing Urban Development (HUD) and is subject to review under Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108 (Act), and its implementing regulations (36 CFR Part 800) (Act), and this Agreement is meant to satisfy the requirements of all funding through HUD pursuant to the Act.; and

WHEREAS, MPF is the recipient of a Competitive Brownfield Clean-up grant through the U.S. Environmental Protection Agency (EPA), has applied for additional funding from the EPA, and this Agreement is meant to satisfy requirements pursuant to the Act that may exist under any program administered by the EPA; and

WHEREAS, MPF has been awarded funding through this Illinois Department of Commerce and Economic Opportunity (DCEO) through a legislative member initiative (DG240019) and the Energy Transition Community Grant Program (NOFO ID: 3071-2447), and this Agreement is meant to satisfy any requirements pursuant to the Act, of all funding through DCEO and the State of Illinois from whatever source; and

WHEREAS, the City has budgeted and entered into funding Agreements allocating funding to MPF in addition to CDBG funds, including City corporate funds, Tax Increment Financing (TIF) from the Madison Park Place TIF District, and American Rescue Plan Act (ARPA) funds allocated from the U.S. Government, and this Agreement is meant to satisfy any requirements that may exist from these funding sources; and

WHEREAS, the City has defined the Undertaking's Area of Potential Effects (APE) as the former Pillsbury Plant site at 1525 E. Phillips; and

WHEREAS, the City 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, the Officer determined, on October 2, 2023, the Pillsbury Mills Complex eligible for listing in the National Register of Historic Places (NRHP); and

WHEREAS, in consultation with the Officer, the City has determined that the Undertaking will have an adverse effect on the Site; and

WHEREAS, MPF has proactively initiated significant efforts to mitigate those adverse effects, including the production of preservation photography utilizing Historic Illinois Engineering Record (HIER) standards as listed in stipulation 1.a.A, the harvesting of period documents associated with the plant and its activities, and a good faith effort to locate and preserve any objects or fixtures of potential historical significance.

WHEREAS, MPF has conducted public outreach for community residents and stakeholders, including four (4) public meetings and publication in local newspapers and on its website; and

WHEREAS, the re-use and redevelopment of the property remains undetermined; and

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect in notices published by the City in the State Journal-Register on March 14, 2024, with no comments received; and

WHEREAS, Tribal Nations and Tribes were notified of the Undertaking and given opportunity to comment on the Undertaking and no such comments were received; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the City has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination, and on May 22, 2024, the ACHP conveyed that ACHP participation is not needed and has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii).

NOW, THEREFORE, the City 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 the NRHP-eligible properties.

STIPULATIONS

I. Mitigation

The City, as the RE, shall ensure that the following measures are carried out and completed. The City and/or MPF shall retain a historical contractor(s), chosen by MPF, (Contractor) to accomplish the following objectives and take the following actions:

- A. Photography. Continue to engage Contractors to complete the previously initiated preservation photography of the Site in accordance with Historic Illinois Engineering Record (HIER) guidelines.
- B. Written History. MPF will engage Contractors to compile a written contextual history of the plant and the site.
- C. Additional Mitigation Materials. MPF will provide numerous period documents concerning the structures and their functions (i.e. surviving floorplans, etc.).
 - 1. Upon completion of photography and historical context, the Contractor shall digitally submit the images and documentation to the SHPO for review and comment.
 - 2. Upon SHPO confirmation in writing that all of the final photographs and historical context have been collected, the Project may commence.
- D. Upon completion of the final documentation, MPF and/or Contractor shall submit the following to the Officer:
 - 1. One archival clamshell of sufficient size to encapsulate the HIER recordation.
 - 2. One copy of the recordation, on archival materials and all pertinent period documents for deposit at the Sangamon Valley Collection of Lincoln Library, the public library of the City of Springfield.
 - 3. 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. MPF shall provide the initial draft of the written history required under Stipulation 1.a.B within 12 months of the date of execution of this Agreement and provide such other documentation as referenced in Stipulation 1.a.C within 18 months of the date of this Agreement. The Signatories mutually acknowledge and agree that the goal for completion of the requirements under this Agreement from all parties is two (2) years from the date of execution of this Agreement. Prior to completion or other termination of this Agreement, the City may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The City 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, MPF shall consult with the City, Officer, and Tribal Historic Preservation Officer(s) (THPOs) 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, MPF understands and agrees that it must immediately stop work within the area of discovery, and consult with the City, Officer, and THPO(s) pursuant to the Native American Graves Protection and Repatriation Act (NAGPRA).

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, MPF 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 MPF'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, Officer 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 Officer's proposed resolution, to the ACHP and notify HUD. The ACHP shall provide the Officer 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 Officer 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 Officer 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 Officer may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the SHPO shall prepare a written response that considers 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 Officer'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 the Undertaking, the City must either (a) execute a Memorandum of Agreement pursuant to 36 CFR § 800.6 or (b) request, consider, and respond to the comments of the ACHP under 36 CFR § 800.7. The City 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, the City must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

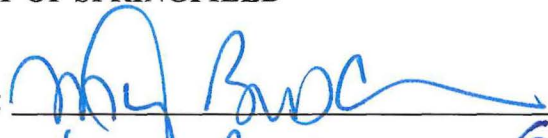
EXECUTION of this Agreement by signatories and invited signatories, Officer, and the implementation of its terms evidence that the signatories and invited signatories have afforded the Officer or ACHP an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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(SHPO LOG # 014081423)**

SIGNATORY

THE CITY OF SPRINGFIELD

Signature:  Date: 7/23/24
Name: Misty Buscher *GM*
Title: Mayor

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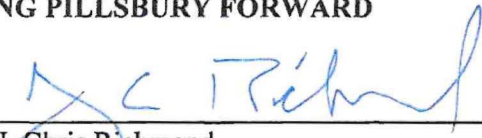
ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 7/15/2024
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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CONCURRING PARTY

MOVING PILLSBURY FORWARD

By:  Date: 7/10/24
J. Chris Richmond
President

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CONCURRING PARTY

ENVIRONMENTAL PROTECTION AGENCY

By: **KEARY CRAGAN** Digitally signed by KEARY CRAGAN
Date: 2024.07.11 13:27:06 -05'00' Date: _____

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