

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF TAYLORVILLE, THE ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING REMOVAL OF A BRICK ROADWAY AT ADAMS STREET, BETWEEN
MAIN STREET AND WASHINGTON STREET IN TAYLORVILLE, ILLINOIS
(SHPO LOG #026051925)**

WHEREAS, the City of Taylorville (City) plans to undertake brick roadway replacement (Road) at the intersection of Main St. and Adams St. in Taylorville, IL (Project); and

WHEREAS, the project requires 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 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, on June 3, 2025, the Officer has determined that no known historic archaeological properties will be affected by the undertaking; and

WHEREAS, on October 8, 2025, the Officer determined that the Taylorville Courthouse Square Historic District that was listed to the National Register of Historic Places (NRHP) on December 2, 1985, and the United States Post Office at 300 S. Main St. and the Memorial Elementary School at 101 E. Adams St. are contributing structures within the Taylorville Courthouse Square Historic District; and

WHEREAS, on October 8, 2025, the Officer determined that a house at 215 W. Adams St. (House), the Evangelical Free Church at 319 S. Washington St. (Church), St. Mary's Catholic Church complex at 108-120 W. Adams St. (Buildings), and a proposed NRHP Historic District from W. Adams St., from Main St. to S. Webster St. and Simpson St. are eligible to be listed on the National Register of Historic Places; and

WHEREAS, on October 8, 2025, the Officer determined that the Project, as proposed, will cause an adverse effect to the Taylorville Courthouse Square Historic District, the proposed NRHP Historic District, the House, the Church, and the Buildings; and

WHEREAS, the City notified the Illinois Department of Transportation (IDOT), IEPA Permits Section, and the Christian County Historical Society of the adverse effect determination with no comments received; and

NOW, THEREFORE, the City, 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 (National Register of Historic Places Amendment)
 - A. The City 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 an amendment to the current Taylorville Courthouse Square National Register of Historic Places (NRHP) Historic District (District) amended nomination (Amendment) with the following stipulations:
 1. The focus of the Amendment shall be to evaluate the current historical integrity of the District.
 2. The contractor shall: 1) update the inventory list of contributing and non-contributing property, 2) update maps of the District, and 3) perform updated photographic representation of the District.
 3. All work performed must be in accordance with the standards established for nominations of National Register Historic Districts.
 4. The Contractor 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 Amendment, depending on the circumstances of the project.
 6. The Contractor shall prepare and email a 95% draft of the Amendment to the Officer for review and comment.
 7. When the Officer accepts the Amendment draft submission, in writing, the Contractor shall incorporate into the Amendment any comments that the Officer provides and complete the final documentation.
 8. The Amendment will be scheduled for the next available meeting agenda of the Illinois National Register Advisory Council.

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 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 ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, the City 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 City 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, City 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 the City'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 City 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 City'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]

MEMORANDUM OF AGREEMENT AMONG
THE CITY OF TAYLORVILLE, THE ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING REMOVAL OF A BRICK ROADWAY AT ADAMS STREET, BETWEEN
MAIN STREET AND WASHINGTON STREET IN TAYLORVILLE, ILLINOIS
(SHPO LOG #026051925)

SIGNATORY

CITY OF TAYLORVILLE (CITY)

Signature: B. J. Barry Date: 6/16/2026
Name: Bruce J. Barry
Title: Mayor

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF TAYLORVILLE, THE ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING REMOVAL OF A BRICK ROADWAY AT ADAMS STREET, BETWEEN
MAIN STREET AND WASHINGTON STREET IN TAYLORVILLE, ILLINOIS
(SHPO LOG #026051925)**

SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF TAYLORVILLE, THE ILLINOIS ENVIRONMENTAL PROTECTION
AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING REMOVAL OF A BRICK ROADWAY AT ADAMS STREET, BETWEEN
MAIN STREET AND WASHINGTON STREET IN TAYLORVILLE, ILLINOIS
(SHPO LOG #026051925)**

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 6/17/2026
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources