

**MEMORANDUM OF AGREEMENT AMONG
NEW BERLIN COMMUNITY UNIT SCHOOL DISTRICT,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF THE NEW BERLIN JR./SR. HIGH SCHOOL
AND NEW CONSTRUCTION OF A HIGH SCHOOL/JUNIOR HIGH AT 300 ELLIS
STREET IN NEW BERLIN, ILLINOIS 62670
(SHPO LOG #003121422)**

WHEREAS, New Berlin Community Unit School District (CUSD) (District), with the approval of the Illinois State Board of Education (ISBE) plans to undertake (1) the demolition of 300 Ellis Street in New Berlin, IL (Building) and (2) construct a new High School/Junior High complex at the same location; and

WHEREAS, the demolition (Project) requires permits (a National Pollutant Discharge Elimination System (NPDES) permit, a Water Pollution Control permit (WPC), and a Public Water Supply permit (PWS)) from the Illinois Environmental Protection Agency (IEPA) making the Project an “undertaking” subject to review by the Division of Historic Preservation of the Illinois Department of Natural Resources pursuant to the Illinois State Agency Historic Resources Preservation Act 20 ILCS 3420 et. seq.; and

WHEREAS, the District 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 February 6, 2023, the SHPO determined that the New Berlin Jr./Sr. High School is eligible to be listed on the National Register of Historic Places (NRHP); and

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

NOW, THEREFORE, the District, IEPA, 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 District shall ensure that the following measures are carried out:

- A. Students in New Berlin High School (NBHS) photography classes, under the supervision of the teacher, will take digital photos of the Building. Photos will be

taken of:

1. External architecture: the tower at the top of the high school; the entryway to the original structure;
 2. Internal structures and features: 1) the "Hill," 2) the Clock, and 3) the Key.
- B. Students in NBHS research classes will produce a historical narrative of the Building and NBHS:
1. The timeframe for the narrative will be from the beginning of use of the current Building to present state.
 2. The narrative will include a timeline of phases of construction, phases of usage, and changes over time.
 3. NBHS students in photography and research classes will participate in field trips to research collections of the West Sangamon Public Library, the Sangamon Valley Collection (at the Springfield Lincoln Library), and the Abraham Lincoln Presidential Library and Museum.
- C. NBHS students will produce renderings of the Building highlighting changes over time.
- D. NBHS student and staff volunteers will host a "Coffee on the Hill" reception in which student and staff volunteers will collect oral histories from NBHS alumni to be used in a digital oral history presentation.
- E. NBHS student and staff volunteers will create a "Throwback Thursday" social media series where volunteers will post historic yearbook photos. All posts and comments will be collected in digital format.
- F. NBHS Art Classes will create stylized art/architectural art of the old building that will hang in the new building. Art will be scanned and presented in digital format.
- G. Upon completing I. A-F, the District shall display I. A-F on the school website and provide a digital link for and a digital archival record (CD or DVD format) of final digital photography, narrative, oral histories, social media posts, and scanned images of art projects to the SHPO for display 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 District may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI. AMENDMENTS below. The District 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, the District 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 encounter of human remains or burials, the District understands and agrees that it must immediately stop work within the area of

encounter, consult with the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human skeletal 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, the District 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 District'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 District 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 District'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 invited signatories, and the implementation of its terms evidence that the signatories and invited signatories have afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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SIGNATORY

NEW BERLIN COMMUNITY UNIT SCHOOL DISTRICT

Signature: _____ Date: _____

Name: _____

Title: _____

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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 (SHPO)

By: _____ Date: _____

Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources