

**MEMORANDUM OF AGREEMENT AMONG
ILLINOIS WESLEYAN UNIVERSITY, THE ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF 1011 N. MAIN ST. AND CONSTRUCTION OF
APARKING LOT AT THE SOUTHEAST CORNER OF E. GRAHAM ST. AND N. MAIN
ST. IN BLOOMINGTON ILLINOIS
(SHPO LOG #016080224)**

WHEREAS, Illinois Wesleyan University (Owner) plans to undertake the demolition of 1011 N. Main St. (Building) and the construction of a parking lot at the southeast corner of E. Graham St. and N. Main St. (US Route 51) in Bloomington, IL (Project); and

WHEREAS, the project requires a National Pollutant Discharge Elimination System (NPDES) permit, a Water Pollution Control permit, and 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 Owner 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 has determined that no historic archaeological properties will be affected by the undertaking; and

WHEREAS, on September 6, 2024, the Agency or Officer determined that the Building is eligible to be listed on the National Register of Historic Places (NRHP) under Criterion C, for Architecture, with a local level of significance and a period of significance of 1958 (the original date of construction); and

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

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect in notices published in the *Bloomington Pantagraph* on January 28, 2025, with no comments received; and

NOW, THEREFORE, the Owner, 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

- A. Illinois Wesleyan University shall ensure that a photographic and narrative recordation of the Building be completed within one year from the date of execution of this Agreement.
- B. The recordation shall be housed at the Illinois Wesleyan University Ames Library in a collection with other existing historical building documentation.
- C. The following guidelines must be met to fulfill the terms of the Agreement. The Owner shall ensure that:
 - 1. The Owner or Contractor consults with the Officer prior to the initiation of the work to ensure that expectations are understood;
 - 2. Any alterations to the format and/or requirements of the recordation, depending on the circumstances of the project, must be approved by the Officer;
 - 3. Fieldwork, in the form of a site visit, draft photography, final photography must take place before the Project may commence;
 - 4. Photography of the exterior of the Building shall include all facades, corners, roof, and any details of architectural features;
 - 5. Draft photography be digitally submitted to the Officer for review and comment;
 - 6. Historical photographs of the Building to be compiled within the recordation;
 - 7. The historic narrative includes a history of former tenants, use of the property, and the importance of any work performed at the property;
 - 8. A digital draft of the recordation in .pdf format be sent to the Officer for review and comment;
 - 9. Comments from the Officer be incorporated into the final recordation.
- D. Upon completion of the final documentation, the following be submitted:
 - 1. One copy of the recordation, on archival materials, encapsulated in an archival clamshell, be sent to the Officer for deposit in the Abraham Lincoln Presidential Library and Museum;
 - 2. One copy of the recordation, on archival materials, be sent for deposit in the Illinois Wesleyan Ames Library;
 - 3. One digital record (download, link, flash drive, CD, or DVD) with the complete recordation be sent to the Officer for posting on the SHPO website.

II. DURATION

This Agreement shall be effective for two years from the date of execution of this Agreement or until such time as all of its terms are satisfied, or it is amended or terminated and replaced. Prior to such time, the Owner may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owner 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 Owner 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 Owner 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, Owner 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 Owner'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 Owner 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 Owner'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]

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(SHPO LOG #016080224)**

SIGNATORY

ILLINOIS WESLEYAN UNIVERSITY

Signature: David P. Myron Date: 4/1/25

Name: DAVID P MYRON

Title: Vice President for Business and Finance

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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 (OFFICER)

By: Carey L. Mayer Date: 4/4/2025
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources