

**MEMORANDUM OF AGREEMENT AMONG
YWCA EVANSTON/NORTH SHORE,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, THE ILLINOIS
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND NEW CONSTRUCTION OF A FAMILY SUPPORT
CENTER AT 1215 CHURCH ST. IN EVANSTON, ILLINOIS
(SHPO LOG #031022522)**

WHEREAS, the YWCA Evanston/North Shore (YWCA) plans to undertake the demolition and new construction of a family support center at 1215 Church St. in Evanston, IL; and

WHEREAS, the project requires a National Pollutant Discharge Elimination System (NPDES) permit from the Illinois Environmental Protection Agency (IEPA) and an Illinois Department of Commerce and Opportunity (DCEO) grant, 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 YWCA 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 March 12, 2022, the SHPO determined the building at 1215 Church St. (Building) in Evanston is a significant contributing building within the Evanston Ridge Historic District, which is listed on the National Register of Historic Places (NRHP); and

WHEREAS, the SHPO has determined that the Undertaking constitutes and adverse effect to the Building that is contributing to a NRHP Historic District; and

NOW, THEREFORE, the YWCA, IEPA, DCEO, 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 Building, which contributes to the NRHP Historic District.

STIPULATIONS

I. MITIGATION

The YWCA shall utilize a staff member or volunteer to complete the measures described below. The YWCA will ensure that the following pictorial-video essay recordation (Recordation) is completed. The YWCA staff member or volunteer must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Contents to be included in the Recordation

1. A collection of digital images of the original Building.
2. A historical narrative of the use and value of the Building.
3. The role of the Family Support Center within the Evanston/North Shore community as it relates to providing critical services to families, women, and children.
4. The YWCA's role and function within the Evanston/North Shore community into the future.
5. Any additional creative and/or purposeful additions to the Recordation to enhance the value of this Recordation to the YWCA, as it relates to its purpose and mission.

B. Drafting and Submission

1. The YWCA shall communicate with and send email digital versions of the Recordation to the SHPO for review and comment throughout the drafting process. When the SHPO accepts in writing a 95% draft submission, the YWCA shall incorporate into the recordation any comments that the SHPO provides and complete the final version of the Recordation.
2. Final submission. Upon completion of the Recordation, the YWCA shall send a digital and DVD/CD version of the Recordation to the SHPO for housing with the SHPO collection of mitigation projects, as well as for posting on the SHPO website.
3. Upon SHPO confirmation in writing that all the information necessary to complete Recordation has been collected, the SHPO will issue a letter stating that the YWCA has fulfilled its requirements under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act) and will work with the SHPO to finalize I. Mitigation, B. Drafting and Submission of this MOA.

II. DURATION

This Agreement shall be effective until such time as all its terms are satisfied, or it is amended or terminated and replaced. Prior to such time, the YWCA may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation III. The YWCA'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.

III. 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.

IV. 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 II and III above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

V. 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.

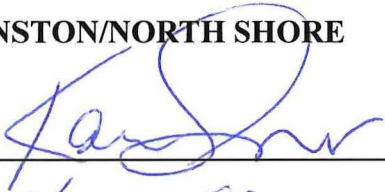
EXECUTION of this Agreement by YWCA, IEPA, and DCEO and the implementation of its terms evidence that the YWCA, IEPA, and DCEO afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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(SHPO LOG #031022522)**

SIGNATORY

YWCA EVANSTON/NORTH SHORE

Signature:  Date: June 6, 2022

Name: Karen Singer

Title: President & CEO

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
(DCEO)

Signature: *Sylvia I. Garcia by [Signature]* Date: 6/17/22
Name: Sylvia I. Garcia
Title: Director

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 06/29/2022
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources