

**MEMORANDUM OF AGREEMENT AMONG
CENTRAL MANAGEMENT SERVICES, THE ILLINOIS ENVIRONMENTAL
PROTECTION AGENCY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE STATE OF ILLINOIS SURPLUS TO SUCCESS PROGRAM FOR
DWIGHT CORRECTIONAL CENTER IN DWIGHT, ILLINOIS, JACKSONVILLE
DEVELOPMENTAL CENTER IN JACKSONVILLE, ILLINOIS, LINCOLN
DEVELOPMENTAL CENTER IN LINCOLN, ILLINOIS, AND SINGER MENTAL
HEALTH CENTER IN ROCKFORD, ILLINOIS**

WHEREAS, Central Management Services (Agency) plans to undertake the Surplus to Success Program at Dwight Correctional Center in Dwight, IL (DCC), Jacksonville Developmental Center in Jacksonville, IL (JDC), Lincoln Developmental Center in Lincoln, IL (LDC), and Singer Mental Health Center in Rockford, IL (SMHC); and

WHEREAS, DCC, JCD, LDC, and SMHC collectively shall be described as “Properties”; and

WHEREAS, the Surplus to Success Program is an initiative of the Agency to transform unused or underutilized state-owned properties into economic development of assets (Program). The work undertaken at the Properties mentioned in this Memorandum of Agreement (MOA) shall be known as the “Project”; and

WHEREAS, the Projects are 1) being undertaken by a State of Illinois agency and 2) 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 Agency 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 known historic archaeological properties will be affected by the undertaking; and

WHEREAS, on May 17, 1993, the Officer determined DCC to be an eligible historic district, eligible for listing on the National Register of Historic Places under Criteria A and C; and

WHEREAS, on March 11, 2025, the Officer determined JDC to be an eligible historic district, eligible for listing on the NRHP under Criteria A (Medical and Social History) and C; and

WHEREAS, on March 11, 2025, the Officer determined LDC to be an eligible historic district, eligible for listing on the NRHP under Criterion A; and

WHEREAS, on March 11, 2025, the Officer determined SMHC to be an eligible historic district, eligible to be listed on the NRHP under Criteria A and C; and

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

WHEREAS, from December 16, 2025, through December 22, 2025, the public was notified of the Undertaking in local newspapers (Attachment A) and given an opportunity to comment on the adverse effect, with no comments received; and

WHEREAS, the Agency notified the following potential parties to consult regarding the adverse effects: Dwight Historical Society, Lincoln Historic Preservation Commission, Jacksonville Historic Preservation Commission, Rockford Historic Preservation Commission, and Landmarks, Illinois. Of the adverse effect determination, Landmarks, Illinois, has chosen to participate in the consultation to resolve the adverse effect; and

NOW, THEREFORE, the Agency, 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. IDENTIFICATION OF HUMAN REMAINS/BURIALS

- A. The Agency shall retain a cultural resources contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61) to complete research (identification and delineation) to locate information that pertains to human burials on each property, following the stipulations in Attachment B.
- B. The Agency shall follow the Human Remains Protection Act, as Amended (20 ILCS 3440).
- C. The Agency shall ensure the Contractor obtains a permit, as specified in 20 ILCS 3440 in advance of ground disturbing activities. The Contractor must submit for review a testing plan to identify burial areas and/or human remains.
- D. After delineation, the Agency must facilitate preservation in place (avoiding disturbance of burial areas and/or human remains) or removal and reburial of human remains according to Attachment B.

II. MITIGATION (HIBS)

- A. The Agency shall retain a historical contractor(s) of its choice (Mitigation Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61) to complete a historical recordation (to be housed within the Historic

Illinois Buildings Survey program (HIBS)), of the NRHP-eligible Properties according to the measures described below.

1. The Agency will ensure that the mitigation is completed by the Mitigation Contractor, as stipulated in II. Mitigation.
2. The recordation must follow the guidelines, according to specifications agreed upon by the Officer and the Agency for photography of the exterior elevations of buildings and the landscape of DCC, LDC, JDC, and SMHC.
3. The Mitigation Contractor must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
4. The Officer may approve alterations to the format and/or requirements of the HIBS, depending on the circumstances of the project.
5. Fieldwork, in the form of a site visit, draft photography, and final photography must take place before the Project may commence.
6. Upon completion of draft photography, the Mitigation Contractor shall digitally submit the images and copies of field notes to the Officer for review and comment.
7. Upon Officer confirmation in writing that all of the final HIBS photographs to complete HIBS recordation have been collected, the Project may commence.
8. The Mitigation Contractor shall prepare and email a 95% draft of the HIBS recordation in .pdf format to the Officer for review and comment.
9. When the Officer accepts the 95% draft submission, in writing, the Mitigation Contractor shall incorporate into the recordation any comments that the Officer provides and complete the final documentation.
10. Upon completion of the final documentation, the Agency and/or Mitigation Contractor shall submit the following to the Officer:
 - a. One archival clamshell of sufficient size to encapsulate the HIBS recordation.
 - b. One copy of the HIBS recordation, on archival materials, according to HIBS specifications for deposit in the Abraham Lincoln Presidential Library and Museum.
 - c. One digital record (download, link, flash drive, CD, or DVD) with the complete HIBS recordation for posting on the SHPO website.

III. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied or it is amended or terminated and replaced. At such time that all of the terms of this MOA are satisfied, the Officer will submit a letter affirming satisfaction of all terms and submit the letter to the Agency. Prior to such time, the Agency may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VII AMENDMENTS below. The Agency shall notify the signatories as to the course of action it will pursue.

IV. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, the Agency 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 Agency 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.

V. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, Agency 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 Agency's efforts to carry out the terms of this Agreement.

VI. 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 Agency 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 Agency'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.

VII. 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.

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

IX. 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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SIGNATORY

CENTRAL MANAGEMENT SERVICES (CMS) (AGENCY)

Signature:  Date: 5/11/2026
Name: Raven A. DeVouglon
Title: Director

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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: 4/28/2026
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

Attachment A – Newspaper notices

Attachment B – Guide for Identification, Delineation, and Disposition of Potential Cemeteries

CMS Surplus to Success

SHPO Log 020081925 (Dwight), 021081925 (Jacksonville), 0220081925 (Lincoln), 023081925 (Singer, Rockford)