

**MEMORANDUM OF AGREEMENT AMONG
THE HELEN PLUM LIBRARY,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DISPOSITION AND DEMOLITION OF
THE HELEN PLUM LIBRARY AT
110 W. MAPLE ST. IN LOMBARD, ILLINOIS
(SHPO LOG #017052121)**

WHEREAS, The Helen Plum Library (Library) plans to undertake the disposition and demolition of 110 W. Maple St. in Lombard, IL (Building) to move into a new facility at 401 and 425 S. Main Street, now combined into a single plat at 411 S. Main St. in Lombard, IL (Project); and

WHEREAS, the Building site will be replaced with earthen or structural fill, the Library has no plans for construction at 110 W. Maple St. in Lombard (Building) after the disposition and demolition; and

WHEREAS the Library and the Lombard Park District have entered into a contractual agreement that the Library will transfer the deed for the parcel at 110 W. Maple St. to the Lombard Park District.

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) (Act) and its implementing rules (17 IAC 4180) (Rules); and

WHEREAS, according to a July 22, 2021, document from the Deputy State Historic Preservation Officer, a review of records has determined that the Project site at 411 S. Main St., Lombard, IL has no historic, architectural, or archaeological sites existing within the project area; and

WHEREAS, the Library 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 July 22, 2021, the SHPO determined that the Building is eligible to be listed on the National Register of Historic Places (NRHP) and that demolition of the Building constitutes an “Adverse Effect” to a Historic Resource” as defined in Section 3 of the Act; and

WHEREAS, the On July 22, 2021, SHPO requested that the Library offer the Building for sale

and reuse and that a preservation covenant be obtained to ensure new undertakings at the Building be subject to SHPO review; and

WHEREAS, the on August 26, 2022, the Library notified SHPO of their determination that it would not be feasible to obtain a preservation covenant for the Building due to lack of interest from the community; and

NOW, THEREFORE, the Library, 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 property.

STIPULATIONS

I. MITIGATION

The Library shall retain a historical contractor(s) or Library staff member of its choice (Historian) who is capable of completing the measures described below. The Library will ensure that the following mitigation and historical recordation is completed by the Historian. The Historian must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation

1. Fieldwork, in the form of a site visit, draft photography, measurements, and final photography must take place before the demolition of the Building may commence.
2. Upon completion of photography, the Historian shall digitally submit the images and copies of field notes to the SHPO for review and comment. Upon SHPO confirmation in writing that all of the final photographs to complete a historical recordation have been collected, the demolition of the Building may commence.
3. Recordation components shall consist of the following items:
 - a. Photographs
 - b. Historical photographs, maps, images, and/or drawings
 - c. Historical context development
 - d. Videos

B. 95% Draft

1. The Historian shall email the 95% draft of the historical recordation in .pdf format to the SHPO for review and comment.
2. When the SHPO accepts in writing the 95% draft submission, the Historian shall incorporate into the recordation any comments that the SHPO provides and complete the final documentation.

C. Final Submission

1. Upon completion of the final documentation, the Historian shall submit the following to the SHPO:
 - a. One (1) historical recordation on an archival DVD/cd.

- b. One (1) historical recordation submitted as a link on the Library website.
2. Upon final approval by SHPO that the recordation is complete, the SHPO will submit the historical recordation for display on the SHPO website.
3. The Library shall announce, via local news media and publications, the development and release of the historical recordation, and make reference to the historical recordation to patrons requesting information about the history of the library and/or the history of the community.
4. The Library shall use the historical recordation to help promote and develop Library events that pertain to Library and/or local history.

II. Additional Mitigation

Before disposition or demolition of the Building, the Library shall salvage and store notable historical artifacts as able. In the Project, the Library shall install the original stained-glass windows from the Helen Plum Memorial Library estate, as well as the brass statue of the “Reading Girl” currently located in front of the Building. Photos and video of the stained-glass windows and “Reading Girl” statue will be included in historical recordation of I (Mitigation) A-C.

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. Prior to such time, the Library may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VII. AMENDMENTS below. The Library shall notify the signatories as to the course of any proposed.

IV. POST-REVIEW DISCOVERIES

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

V. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, the Library 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

Library'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 Library 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. The Library'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 only be amended when such an amendment is agreed to in writing by all signatories. An amendment shall 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 VI and VII above. If within sixty (60) 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 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 #017052121)

SIGNATORY

HELEN PLUM LIBRARY

Signature: *Claudia Krauspe* Date: 6/7/2023
Name: *Claudia Krauspe*
Title: *Executive 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 (SHPO)

By: Carey L. Mayer Date: 05/24/2023

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