

**MEMORANDUM OF AGREEMENT AMONG
THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION, SITE PREPARATION, AND RECONSTRUCTION OF
THE VISITOR CENTER AT GOOSE LAKE PRAIRIE STATE NATURAL AREA IN
MORRIS, ILLINOIS
(SHPO LOG #003102623 & 021013025)**

WHEREAS, the Goose Lake Prairie State Natural Area, a facility owned by the Illinois Department of Natural Resources (IDNR) plans to undertake the demolition of the Visitor Center (Building) and construction of a new Visitor Center at 5010 N. Jughtown Rd. in Morris, Illinois (Project); and

WHEREAS, the project requires a Comprehensive Environmental Review Process (CERP), 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, IDNR 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, on April 24, 2025, the Officer determined that the Project has no known archaeological resources within the Area of Potential Effects (APE); and

WHEREAS, on July 15, 2019, the Officer determined that the Building is eligible to be listed on the National Register of Historic Places (NRHP); and

WHEREAS, on December 27, 2023, the Officer determined that the Undertaking will have an adverse effect on the Building that is eligible for the NRHP; and

WHEREAS, the public and potential consulting parties were notified of the Undertaking and given an opportunity to comment on the adverse effect in notices sent to Goose Lake Prairie Partners, Openlands, Landmarks, Illinois, and the *Morris Herald-News* on July 7, 2025; and

WHEREAS, Goose Lake Prairie Partners and Openlands have chosen to participate in the consultation to resolve the adverse effect; and

WHEREAS, comments were received from Eric K. Peterson and Lisl Peterson Fuson.

NOW, THEREFORE, IDNR 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 (HIBS)

- A. IDNR shall 1) professionally photograph the Building and 2) write a professional-quality historical narrative (Recordation) according to the measures described below:
1. IDNR will ensure that the Recordation is completed, as stipulated in I. Mitigation.
 2. Images shall be high-resolution ".jpg" or ".pdf" files. Image files with the ".heic" extension cannot be accepted.
 3. Photographs shall be representative of the exterior and interior of the Building and be taken from multiple angles.
 4. Exterior photographs shall be centered on the Building, without objects or vegetation blocking the view, and placement of the Building shall be the primary object in focus.
 5. Each photograph shall be captioned with the cardinal direction, subject matter, and date of the photograph.
 6. The narrative must include accurate and professionally researched historical documentation of the Building, architect, purpose of the Building, and use over time.
 7. The Recordation may include original building plans, historic photographs, newspaper articles, or other information collected from local libraries, archives, or repositories.
 8. IDNR must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
 9. The Officer may approve alterations to the format and/or requirements of the Recordation, depending on the circumstances of the project.
 10. Fieldwork, in the form of a site visit, draft photography, and final photography must take place before the Project may commence.
 11. Upon completion of draft photography, the Contractor shall digitally submit the images and copies of field notes to the Officer for review and comment.
 12. Upon Officer confirmation in writing that all of the final photographs to complete Recordation have been collected, the Project may commence.
 13. The Contractor shall prepare and email a 95% draft of the Recordation in .pdf format to the Officer for review and comment.
 14. When the Officer accepts the 95% draft submission, in writing, the Contractor shall incorporate into the recordation any comments that the Officer provides and complete the final documentation.
 15. Upon completion of the final documentation, IDNR and/or Contractor shall

submit one copy of the Recordation to the new Visitor Center. IDNR shall make that copy available for public use at the new Visitor Center.

16. Upon completion of the final documentation, IDNR and/or Contractor shall submit the following to the Officer:

- a. One archival clamshell of sufficient size to encapsulate the Recordation.
- b. One copy of the Recordation, on archival materials, for deposit in the Abraham Lincoln Presidential Library and Museum.
- c. One digital record (download, link, flash drive, CD, or DVD) with the complete Recordation for posting on the SHPO website.

B. IDNR shall develop an exhibit inside the new Visitor's Center that displays interpretive elements of the Building and its history.

1. IDNR shall photograph the exhibit and provide a digital version to the Officer for display on the SHPO website, along with the Recordation.

II. DURATION

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

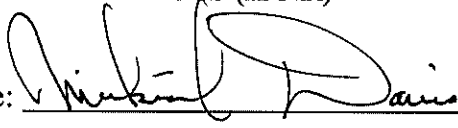
EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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SIGNATORY

**GOOSE LAKE PRAIRIE STATE NATURAL AREA, ILLINOIS DEPARTMENT OF
NATURAL RESOURCES (IDNR)**

Signature:  Date: 4/8/26

Name:

Title: Site Superintendent

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 4/8/2026
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources