

**MEMORANDUM OF AGREEMENT AMONG
THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS,
THE ILLINOIS DEPARTMENT OF VETERANS' AFFAIRS AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF CERTAIN BUILDINGS AND THE
REPLACEMENT OF THE WATER SYSTEM AT
THE ILLINOIS VETERANS' HOME AT QUINCY, ILLINOIS
(SHPO LOG #013012819)
(CDB Project No. 040-010-115)**

WHEREAS, the Illinois Department of Veterans' Affairs (ILDVA) owns and administers the Illinois Veterans' Home at 1707 North 12th Street in the City of Quincy, Adams County, IL (Home); and

WHEREAS, ILDVA, working with the Illinois Capital Development Board (CDB), proposes to undertake the demolition of Kent Infirmary (W0650), Elmore Infirmary (W0646), Fletcher Infirmary (W0618), Markword Infirmary (W0647), the Northern Guesthouse (W0603), the Truck Maintenance Garage (W0653), the Vehicle Garage (W0637), and the Water Tower (collectively referred to as Buildings) in the Home; and

WHEREAS, ILDVA will receive a reimbursement grant for the project from the United States Department of Veterans Affairs (USDVA), which constitutes an Undertaking subject to review under Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108, and its implementing regulations (36 CFR Part 800) (Act); and

WHEREAS, the CDB, in its role at the State of Illinois' construction management agency, is to oversee the design and construction of all work on these Buildings as part of the CDB's project number 040-010-115; and 040-010-114.

WHEREAS, ILDVA has been invited to sign this Memorandum of Agreement (Agreement) as an Invited Signatory; and

WHEREAS, the State Historic Preservation Office currently resides within the Illinois Department of Natural Resources (IDNR), and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, the SHPO determined on February 21, 2019 that the Home is eligible for listing to the National Register of Historic Places (NRHP) as a historic district, and that the Buildings contribute to that historic district; and

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

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the USDVA has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect

determination, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii);

WHEREAS, USDVA has invited the Osage Nation to participate in consultation pursuant to 36 CFR § 800.2(c)(2), and the Osage Nation did not respond to USDVA's request to participate; and

WHEREAS, USDVA has invited Landmarks Illinois, the City of Quincy, and Quincy Preserves to participate in consultation pursuant to 36 CFR § 800.2(c), and these potential consulting parties did not respond to USDVA's request to participate; and

NOW, THEREFORE, the USDVA, ILDVA 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 properties.

STIPULATIONS

I. MITIGATION

ILDVA, working with the CDB, shall retain a historical contractor(s) of their choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete the measures described below. Prior to the completion of the demolition of the Undertaking, ILDVA will ensure that the following HABS recordation (see: <https://www.nps.gov/hdp/standards/index.htm>) is completed by the Contractor for:

- Elmore Infirmary
- Fletcher Infirmary
- Kent Infirmary
- Markword Infirmary
- Northern Guest House
- Schapers Hospital
- Truck Maintenance Garage
- Vehicle Garage
- Water Tower

The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation

1. Fieldwork: Site Visit, Photography, Measurements

- a. The Contractor shall take site, interior, and exterior digital images of the eight buildings. These photos should be used for reference

in developing the architectural description outlined in I.A.2.d. Field notes/sketches should be used to create the CAD-based sketch plans outlined in I.A.2.a.

- b. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HABS photography to the SHPO for comment. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HABS photography as outlined in I.A.1.c.
- c. Final HABS photographs must be taken by a professional photographer and must include all the views agreed to in I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS/HAER/HALS guidelines, with in-camera perspective correction (as needed).
- d. Upon completion of I.A.1.a, b, and c, the Contractor 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 information necessary to complete HABS recordation has been collected, the demolition of the Buildings may commence.

2. Recordation components shall consist of the following items.

- a. Sketch plans, as defined by HABS/HAER/HALS guidelines. For the four buildings: Northern Guest House, Truck Maintenance Garage, Water Tower, and Vehicle Garage for which no drawings exist, they would be letter sized and digitally drawn of the buildings in their current condition. The sketch plans will be included as figures at the end of the relevant report(s) and printed in accordance with Heritage Documentation Programs' (HDP) Transmittal Guidelines. Of the remaining five buildings, they would be 24" x 36" reproductions of original drawings printed drawing-size (see I.A.2.e).
- b. HABS photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS/HAER/HALS guidelines. The final size of the prints (either 5" x 7" or 8" x 10") and their mounting and labeling shall be done in accordance with guidance provided by the NPS. Final recordation package must

- contain the photo prints, original negatives, and a contact sheet, per HABS/HAER/HALS standards.
- c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by HDP staff.
 - d. Narrative and description. A written historic narrative and an architectural description of the eight buildings using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
 - e. Original and/or historic drawings. Any original and/or historic drawings of the eight buildings scanned at a minimum of 400 ppi and dropped full-size onto HABS title blocks. Verify that the original/historic plans can be reproduced in accordance with the U.S. Copyright Act, as amended (see: <https://www.nps.gov/hdp/standards/copyright.htm>). The finished sheets will be printed on vellum in accordance with HDP's Transmittal Guidelines. The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
 - f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
 - g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS/HAER/HALS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant scanning and inclusion in the recordation package.
 - h. CD/DVD. Digital versions of items I.A.2.a through I.A.2.g must be saved onto an archival CD/DVD.
3. Draft submission. The Contractor shall email in pdf format and mail a hardcopy of the 95% draft of the items in I.A.2.a through g for each of the eight building to the SHPO for review and comment. When the SHPO accepts in writing each building's 95% draft submission, the Contractor will complete the final documentation for that building as directed in I.A.4.
 4. Final submission. Upon completion of the final documentation, the Contractor shall submit the following for each Building to the SHPO:

- a. One (1) HABS recordation package containing items I.A.2.a, b, c, d, e, f, g, and h.
- b. One (1) recordation package containing items I.A.2.a, c, d, e, g, and h in an archival clamshell.

Upon final approval of each building's package, the SHPO will submit the HABS recordation package to the Heritage Documentation Programs in the National Park Service for eventual deposit in the Library of Congress, and the SHPO will deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois.

B. Historic Context and Significance

A written historic context (with illustrations, as necessary) and significance of the Illinois Veterans' Home in Quincy, its development and maturity, including the construction of post-war buildings, must be developed. The Contractor shall email in pdf format and mail a hardcopy of the 95% draft of the Historic Context and Significance to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor will complete the final Historic Context and Significance in HABS-designated format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper and submit it to the SHPO to be included with the Recordation packages in I.A.4.

II. DURATION

This Agreement shall terminate if its stipulations are not carried out within five (5) years from the date of its execution. Prior to such time, USDVA may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation V. AMENDMENTS, below. USDVA shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, USDVA 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 discovery of human remains or burials, USDVA understands and agrees that it must immediately stop work within the area of discovery, and consult with the SHPO.

IV. 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, USDVA shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a

dispute, the signatories shall

- A. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the signatories and concurring parties and USDVA's proposed resolution, to the ACHP. The ACHP shall provide USDVA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, USDVA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. USDVA will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, USDVA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USDVA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the Agreement and provide them and the ACHP with a copy of such written response.
- C. USDVA'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.

V. 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.

VI. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other parties 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.

Once this Agreement is terminated, and prior to work continuing on the Undertaking, USDVA must either (a) execute a Memorandum of Agreement pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. USDVA shall notify the signatories as to the course of action it will pursue.

VII. 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.

VIII. DISTRIBUTION OF AGREEMENT

In order to meet the requirements of Section 106. 36 CFR § 800.6(b)(1)(iv), upon the execution of this Agreement and prior to approving the Undertaking, the USDVA must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

IX. EFFECTIVE DATE

This Agreement is effective on the date signed by USDVA.

EXECUTION of this Agreement by USDVA, ILDVA and the SHPO and the implementation of its terms evidence that USDVA has taken into account the effects of this undertaking on historic properties and has afforded the ACHP an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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(CDB Project No. 040-010-115)**

SIGNATORY

UNITED STATES DEPARTMENT OF VETERANS' AFFAIRS (USDVA)

Signature:  Date: May 13, 2021

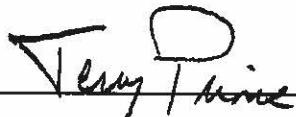
Name: Anna Gaug

Title: National Program Manager, State Veterans Homes Construction Grant Program

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INVITED SIGNATORY

ILLINOIS DEPARTMENT OF VETERANS' AFFAIRS (ILDVA)

Signature:  Date: 5/19/2021
Name: TERRY PRINCE^I
Title: ACTING DIRECTOR

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 05/13/2021
Carey Mayer, Deputy State Historic Preservation Officer
Illinois Department of Natural Resources