

**MEMORANDUM OF AGREEMENT AMONG
ILLINOIS HOUSING DEVELOPMENT AUTHORITY, DEERFIELD RESERVE,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF 229 WEST MASON STREET, IN
SPRINGFIELD, ILLINOIS
(SHPO LOG #001082323)**

WHEREAS, Illinois Housing Development Authority (IHDA) and the Springfield Housing Authority (SHA) plan to provide financing towards affordable housing residential units in the Mason Street Apartment Development (Development), a proposed new construction, multifamily residential building located at 229 West Mason Street, in Springfield, Sangamon County, IL (Undertaking); and

WHEREAS, the Undertaking involves the demolition of one existing building located at 229 West Mason Street (Building), Springfield, IL; and

WHEREAS, the building is owned or will be owned by a special purpose entity owned or controlled by Mason Street Apartments, LLC, d/b/a Deerfield Reserve. Deerfield Reserve, as the owner or authorized representative of the owner, has accepted the invitation to sign this Memorandum of Agreement (Agreement) as an Invited Signatory; and

WHEREAS, IHDA proposes to partially fund the Development with IHDA HOME funds; and

WHEREAS, the Springfield Housing Authority proposes to provide federal rental assistance funding to 22 units of the Development and has requested to be a concurring party in connection with the Undertaking; and

WHEREAS, the provision of IHDA HOME funds and Springfield Housing Authority federal rental assistance which the US Department of Housing and Urban Development (HUD) requires be considered 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, HUD recognizes IHDA as its Responsible Entity for projects within the State of Illinois that are categorized under 24 CFR Part 58, so IHDA fulfill the collective responsibilities and requirements of Act in connection with the Undertaking; and

WHEREAS, IHDA 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 July 15, 2024, the Officer determined that the Building at 229 West Mason Street is eligible to be listed on the National Register of Historic Places (NRHP)/is a contributing building in the City of Springfield’s list of Lincoln Era structures; and

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

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect in notices published in the *State Journal-Register* on July 25, 2024 with no comments received; and

WHEREAS, IHDA has notified Tribal Nations of the adverse effect determination, and on 7/25/2024 Kickapoo Tribe of Indians of the Kickapoo Reservation in Kansas, Kickapoo Tribe of Oklahoma, Menominee Indian Tribe of Wisconsin, Miami Tribe of Oklahoma, Osage Nation, and Peoria Tribe of Indians of Oklahoma have chosen not to participate in the consultation pursuant to 36 CFR§ 800.6(a)(1)(iii), and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), IHDA has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination, and on 9/17/2024 the ACHP has chosen/has chosen not to participate in the consultation pursuant to 36 CFR§ 800.6(a)(1)(iii); and

NOW, THEREFORE, IHDA, Deerfield Reserve, 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. Deerfield Reserve shall retain a historical contractor(s) of its 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 a Level II Historic Illinois Buildings Survey (HIBS) according to the measures described below.
1. The Deerfield Reserve will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation.
 2. The recordation must follow the HIBS guidelines established by the Officer, according to the specifications listed in Attachment A.
 3. The 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, measurements, and final photography must take place before the Development may commence.

6. Upon completion of draft photography, the 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 has been collected, the demolition of the Building and the Development may commence.
8. The 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 Contractor shall incorporate into the recordation any comments that the Officer provides and complete the final documentation.
10. Upon completion of the final documentation, Deerfield Reserve and/or 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.

II. 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, IHDA may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. IHDA shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are encountered or unanticipated effects on historic properties found during implementation of the undertaking, Deerfield Reserve shall immediately consult with the Officer and Tribes 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, Deerfield Reserve must immediately stop work within 100 feet of the area, notify IHDA, SHA, the Coroner, Officer, and Tribes, and comply with the Native American Graves Protection and Repatriation Act of 1990 (NAGPRA) and pertinent sections of the Human Remains Protection Act (20 ILCS 3440).

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, IHDA shall provide all parties to this Agreement and the ACHP 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 IHDA'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, IHDA 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 IHDA's proposed resolution, to the ACHP. The ACHP shall provide IHDA 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, IHDA 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. IHDA 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, IHDA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, IHDA 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. IHDA'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.

Once this Agreement is terminated, and prior to work continuing on the Undertaking, IHDA 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. IHDA shall notify the signatories as to the course of action it will pursue.

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.

IX. 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, IHDA must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).


EXECUTION of this Agreement by signatories and/or invited signatories, the Officer, and the implementation of its terms evidence that the signatories and/or invited signatories, not including Officer have afforded the Officer and/or ACHP an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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SIGNATORY

ILLINOIS HOUSING DEVELOPMENT AUTHORITY (IHDA)

Signature:  _____ Date: 11/8/2024

Name: Kristen Faust

Title: Executive Director

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INVITED SIGNATORY

DEERFIELD RESERVE

Signature: Max King Date: 10/22/24
Name: Marjorie King
Title: President Deerfield Reserve

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 10/31/2024
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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CONCURRING PARTY

SPRINGFIELD HOUSING AUTHORITY (SHA)

Signature: Jackie L. Newman Date: 10/30/2021

Name: Jackie L. Newman

Title: Executive Director