

**MEMORANDUM OF AGREEMENT AMONG  
THE ILLINOIS CAPITAL DEVELOPMENT BOARD, ILLINOIS DEPARTMENT OF  
CENTRAL MANAGEMENT SERVICES, AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING RENOVATION OF THE ILLINOIS STATE ARMORY IN  
SPRINGFIELD, ILLINOIS  
(SHPO LOG #012080421)**

This Memorandum of Agreement (“Agreement”) made as of the date last signed below, by and between the Illinois State Historic Preservation Officer (“SHPO”), the Illinois Capital Development Board (“CDB”), and the Illinois Department of Central Management Services (“CMS”), is entered into pursuant to the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 *et seq.*) and its implementing rules (17 Ill. Admin. Code 4180)(the “Act”).

**Recitals**

**WHEREAS**, the Act requires State Agencies in consultation with the Director of the Illinois Department of Natural Resources or their designee, the SHPO, to institute procedures to ensure that State projects consider the preservation and enhancement of both State owned and non-State owned historic resources; and

**WHEREAS**, CMS and CDB plan to undertake the renovation of the Illinois State Armory (Armory), located at 107-11 E. Monroe Street in Springfield, Illinois, a property owned by CMS (the “Project”); and

**WHEREAS**, the Project involves an extensive renovation to a six-story plus a basement building (approx. 231,765 square feet) considered a historic resource and owned by the State of Illinois to create offices for the State operations, thereby making the project an Undertaking subject to review under the Act; and

**WHEREAS**, CMS and CDB have 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 SHPO; and

**WHEREAS**, on July 30, 1996, the SHPO determined that the Armory is eligible to be listed on the National Register of Historic Places (“NRHP”); and

**WHEREAS**, the Armory Building is significant both for its role as the former state armory and for its former use as a public gymnasium and public auditorium; and

**WHEREAS**, the SHPO has determined that the Undertaking will have an adverse effect on primary spaces within the Armory that is eligible for the NRHP; and

**WHEREAS**, CMS, CDB and SHPO acknowledge that the purpose of the Undertaking is to create necessary offices for use by State of Illinois agencies; and

**WHEREAS**, CMS and CDB, in keeping with the Act, have worked in consultation with SHPO to incorporate strategies for the preservation of many historic elements of the Armory in plans for reuse, rather than neglect or demolition;

**NOW, THEREFORE**, CMS, CDB and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in this Agreement in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible property.

### STIPULATIONS

The recitals set forth above are hereby incorporated by reference as if fully set forth herein.

#### I. MITIGATION

- A. CMS and or CDB 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](https://www.nps.gov/history/local-law/arch_stnds_9.htm)) to complete the following measures: CMS and CDB will ensure that the following mitigation and Historic American Buildings Survey (“HABS”) recordation of the Armory is completed by the Contractor. The recordation must follow the HABS/HAER/HALS guidelines established by the Heritage Documentation Programs (“HDP”) of the National Park Service (“NPS”) (see: <https://www.nps.gov/hdp/standards/index.htm>) for a Level II HABS recordation, as specified by HABS/HAER/HALS guidelines and with guidance from SHPO and NPS, with supplemental materials, to be recorded as part of the larger Illinois State Capitol Complex recordation. CMS and CDB shall require that the Contractor consults with the SHPO and NPS prior to the initiation of the work to ensure that expectations are understood.

HABS images shall include, but are not limited to:

1. Images of the primary, front facade and other sides of the building in perspective with the State Capitol and other adjacent properties.
2. Images of all entrances, doors, typical windows, spandrel panels, cornices, water tables, sculptural stone panels.
3. Images of the five public entrance/exit lobbies and staircases including all the architectural finishes and details.
4. Images of all floors, including representative offices, hallways, corridors and with perspective of layout and organization of spaces, and attention to architectural features (i.e. fluted glass transoms, glass block, structural fluted glass, panel and glass doors, paneling, hardware, etc.).
5. Images of special features, such as decorative structural glass or glass block walls, skylights, period signage, the historic electrical panel.
6. Images of the first floor Governor’s suite and other executive suites.
7. Images of the first-floor northwestern offices.

8. Images of the second-floor northeastern corner suite and related rooms and offices, with attention to wood detailing, paneling and built-ins
9. Images of the first-floor southwestern suite of offices including wood paneling, fluted glass transoms, panel doors, doors with decorative glass panels.
10. Images of the existing gymnasium both general and overall images as well as attention to architectural features, including the flooring, stage, proscenium, bleachers, structural trusses, signage on floors and walls.
11. Images of the historic staircases, and elevators.
12. Images of the second-floor lobby above the east entrances and as it wraps around including all of the signage.
13. Images of the upper areas of the seating areas of the gymnasium including the entrances from the upper-level lobbies and hallways leading into the gymnasium.
14. Images of the basement, with attention to the layout, firing range, and electrical panel (both sides).
15. General and typical images of each floor.
16. Images of the roof skylights and existing historic penthouses.
17. Images that demonstrate renovations over time.
18. Additional images that capture historic and architectural features of the Armory
19. Images shall be keyed to plans of the building.

B. Upon completion of draft HABS images, the CMS and CDB shall ensure that the Contractor digitally submits the images and any other field documentation 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 Project including the environmental mitigation and rehabilitation of the Building may commence. If there is no action by the SHPO within 21 calendar days following the receipt of the draft HABS images and any other field documentation, CDB shall deem the draft HABS images and any other field documentation approved and may commence with the Project.

C. As able, CDB and CMS shall supply to the Contractor and ensure that the Contractor search other sources to create the historical narrative portion of the HABS documentation and to also include original and/or historic drawings, photographs, historical narratives, newspaper articles, and/or historical information relating to the Armory and any previous structures on the Armory site and coordinate with the SHPO and NPS on the photographic recordation and the historical narrative portion of the HABS document as well as the inclusion of supplemental materials within the HABS recordation.

D. CMS and CDB shall ensure that the Contractor emails the 95% draft of the items in PDF format to the SHPO and NPS for review and comment. The historical narratives, photo captions, and cover pages should provide for review both in Microsoft Word format and in PDF format. Drawings and site plans can be provided in PDF only.

When the SHPO accepts in writing the 95% draft submission, CMS and CDB shall ensure that the Contractor incorporates into the recordation any comments or edits that the SHPO provides and complete the final documentation as directed by SHPO and NPS.

- E. Upon completion and SHPO and NPS approval of the final HABS documentation, CDB and/or CMS shall ensure that the Contractor submits:
1. A copyright release form for photographic copies and images that appear as figures within the HABS report (a fillable copyright release form can be found at [https://www.nps.gov/hdp/standards/Copyright\\_fill.pdf](https://www.nps.gov/hdp/standards/Copyright_fill.pdf)).
  2. One copy of the HABS recordation package, plus an archival CD/DVD version, in an archival clamshell, to the SHPO, for deposit with the Abraham Lincoln Presidential Library in Springfield, Illinois.
  3. One copy of the HABS recordation, plus an archival CD/DVD version, to the National Park Service Regional Office for eventual accession to HABS/HAER/HALS Collections at the Library of Congress.
  4. The Contractor shall upload a digital version to the State of Illinois file transfer site: <https://filet.illinois.gov/filet/pimupload.asp> with [SHPO.review@illinois.gov](mailto:SHPO.review@illinois.gov) as the recipient for display at the website of the State Historic Preservation Office.

## II. ADDITIONAL MITIGATION

- A. CDB/CMS shall consult and coordinate with SHPO from planning stages through completion, of design, project implementation, and revisions of the rehabilitation of the Armory. Specifically, and in addition to scheduled project team meetings, CDB will submit plans at each CDB submittal stage and consult with SHPO to review project plans in a collaborative effort to guide planning and implementation toward meeting the Secretary of the Interior's Standards. If there is no action by the SHPO within 21 calendar days following the receipt of plans, CDB shall deem the plans approved and may commence with the next stage of the Project.
- B. CDB, through its Contractor, shall contact the Smithsonian Institute, provide photos of the master electrical panel to determine whether a donation of the electrical panel system is desired. If there is interest, and only after CMS' approval and following CMS' process for gifting the electrical panel, CDB, through its Contractor, may arrange the transfer of the panel to the Smithsonian Institute.
- C. CDB's Contractor's design will include creation of an educational and historical exhibit to be incorporated into a kiosk in State's lobby and or be part of an actual exhibit space, if feasible, in Visitor Center space which will be focused on the architecture, and history of the Armory, as well as its importance as a center for state government business, and an event venue. CDB and CMS may consult with SHPO and the Illinois State Museum, Department of Tourism, Downtown Springfield, Inc., or other voluntary entity when developing the exhibit materials, and any supplemental

materials, videos, or web content to educate the public and stimulate tourism, as it relates to the Armory, the Illinois State Capitol, and historic sites within Springfield (and in conjunction with projects developed within the Illinois State Capitol Complex, as able). CDB's responsibility for the exhibit will end upon final acceptance of the Project.

- D. CDB, CMS and SHPO will continue to collaborate in early planning stages for ongoing and future projects that involve historic resources, with attention to maintaining project schedules and budgetary allocations for preservation and/or mitigatory activities, and a spirit of cooperation between state agencies and community partners.

### III. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied, until final acceptance of the Project, or until the Agreement is amended or terminated and replaced, whichever occurs first. Prior to such time, CDB may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VII AMENDMENTS below. CDB shall notify the signatories as to the course of action it will pursue.

### IV. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the CDB 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, the CDB understands and agrees that it must immediately stop work within the area of discovery, 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, CDB 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 CDB 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, CDB 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.

#### 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 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.

#### 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 CDB and implementation of its terms evidence that CDB has 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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**SIGNATORY**

ILLINOIS CAPITAL DEVELOPMENT BOARD (CDB)

Signature:  Date: 12-15-22

Name: Jim Underwood

Title: Executive Director

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**SIGNATORY**

ILLINOIS DEPARTMENT OF CENTRAL MANAGEMENT SERVICES (CMS)

Signature: Anthony Pascente Date: December 15, 2022

Name: Anthony Pascente

Title: Acting Director



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**SIGNATORY**

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 12/21/2022  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources