

**MEMORANDUM OF AGREEMENT  
AMONG THE  
YOUNG MEN'S CHRISTIAN ASSOCIATION OF SPRINGFIELD, ILLINOIS,  
ILLINOIS DEPARTMENT OF NATURAL RESOURCES  
BY AND THROUGH ITS OFFICE OF LAND MANAGEMENT,  
AND  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING DEMOLITION OF EXISTING YMCA FACILITY  
AND DONATION OF LAND AT 701 S. 4<sup>th</sup> STREET,  
SPRINGFIELD, ILLINOIS  
(SHPO LOG #008032218)**

**WHEREAS**, the Young Men's Christian Association of Springfield, Illinois, an Illinois not for profit corporation with its principal place of business located in Springfield, Illinois (hereinafter, "YMCA"), plans to construct a new YMCA facility at a new location in the area northwest of the intersection of 4<sup>th</sup> Street and Carpenter Street in Springfield, Illinois; and

**WHEREAS**, and pursuant to a Redevelopment Agreement by and between the YMCA, as Redeveloper, and the City of Springfield, Illinois, the YMCA plans to demolish and remove the existing YMCA facility located at 701 S. 4<sup>th</sup> Street, Springfield, Illinois;

**WHEREAS**, upon completion of the new construction and demolition and removal of the existing YMCA facility, the YMCA thereafter plans to donate the property at 701 S. 4<sup>th</sup> Street to the Illinois Department of Natural Resources (IDNR), to be developed and operated by IDNR's Office of Land Management as a parking lot and/or park area to serve IDNR's Dana-Thomas House State Historic Site and other State Historic Sites located in downtown Springfield under the jurisdiction of IDNR's Office of Land Management; and

**WHEREAS**, the proposed donation of property to IDNR and subsequent development of the donated property as a parking lot thereby makes the project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) (Act); and

**WHEREAS**, the Illinois State Historic Preservation Office (SHPO) currently resides within the IDNR and the IDNR Director, Wayne A. Rosenthal, is the duly designated State Historic Preservation Officer; and

**WHEREAS**, the responsibilities of the SHPO under the Act are (1) to assist, to the fullest extent possible, the State agencies in their identification of properties for inclusion in an inventory of historic resources, including provision of criteria for evaluation; (2) provide information concerning professional methods and techniques for preserving, improving, restoring, and maintaining historic resources when requested by State agencies; and (3) help facilitate State agency compliance with the Act; and

**WHEREAS**, the SHPO has determined that the Undertaking will have an adverse effect on the existing YMCA facility, which the SHPO has determined is eligible for listing in the National Register of Historic Places (NRHP);

**NOW, THEREFORE,** YMCA, IDNR, and SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to mitigate the adverse effects of this Undertaking to the property which the SHPO has determined is NRHP-eligible.

## **STIPULATIONS**

### **I. MITIGATION**

#### **1. Recordation of the Existing YMCA Facility**

Pursuant to the YMCA donation of the property to IDNR, IDNR will ensure that the following measures are carried out and completed:

A. Prior to the demolition of the existing YMCA facility, the IDNR shall retain a historical contractor of its choice who meets the Secretary of the Interior's Qualifications (36 CFR 61) to complete the mitigation measures described below. The selected contractor must consult with SHPO prior to the initiation of the work to ensure that expectations are understood.

B. Prior to the demolition of the existing YMCA facility, the IDNR shall obtain a Historic American Buildings Survey (HABS) recordation number for the existing YMCA facility and shall undertake a HABS Level III recordation of the existing YMCA facility building. The HABS recordation will consist of:

1. Sketch elevations, drawn in computer assisted drafting (CAD) format, of the building in current condition;
2. Black and white digital photography of the building site, exterior elevations, distinctive exterior and interior architectural features, interior primary spaces, and representative non-primary interior spaces. Photos must be taken using 4" x 5" negatives, processed according to HABS guidelines, with in-camera perspective correction (as needed). Prints must be wet processed on regular (not resin-coated) photo paper –or– inkjet prints prepared according to HABS guidelines;
3. Original building drawings scanned at a minimum of 400 dpi and printed with large-format inkjet with HABS-designated ink set or large format plotter (photocopier) at 100% size on HABS title block printed on vellum;
4. Written historic narrative and context of the building using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
5. Field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.);

6. Archival CD/DVD with electronic files of above materials.

C. Upon completion of the fieldwork portion of the HABS documentation the contractor may contact SHPO to confirm in writing that all of the information necessary to complete HABS documentation has been collected.

D. SHPO will review draft photos and field notes and accept or reject the submittal in accordance with HABS Standards. When the SHPO accepts in writing, 95% of the submissions, IDNR, or its agents or contractors will complete the final documentation and deliver to the SHPO one standard copy and one digital copy on a gold CD of all accepted documentation in an archival clam-shell box.

E. Copies of the completed HABS documentation will be deposited with the Abraham Lincoln Presidential Library in Springfield, Illinois.

F. Upon SHPO written approval of the HABS recordation documentation, the demolition of the building may commence.

2. Interpretative Signage Regarding the Existing YMCA Facility at the IDNR Parking Lot

Pursuant to the YMCA donation of the property to IDNR, IDNR will ensure that the following measures are carried out and completed, subject to available appropriations:

A. Upon development of the parking lot at 701 S. 4<sup>th</sup> Street by IDNR, IDNR shall permanently install interpretative signage at the parking lot that contains historical information about the existing YMCA facility building.

B. Photos of the signage will be e-mailed to the SHPO to confirm that this requirement is met.

3. Should IDNR fail to perform its obligations as set forth in this Memorandum of Agreement, then YMCA shall provide written notice to IDNR of such failure to perform. IDNR shall have 30 days from receipt of such notice to either cure the non-performance or make mutually agreeable arrangements with YMCA to cure the non-performance. Should IDNR fail to cure or make mutually agreeable arrangements to cure the non-performance, then YMCA may terminate this Memorandum of Agreement pursuant to Stipulation VI. In the case of such termination pursuant to this Stipulation I.3, YMCA shall have no obligation to comply with the provisions of Stipulation I. and may commence with demolition.

II. DURATION

This agreement will be null and void if, within four (4) years from the date of execution hereof, (1) the property at 701 S. 4<sup>th</sup> Street is not donated or otherwise conveyed to IDNR, or (2) the stipulations of this agreement are not carried out. Prior to such time, the YMCA may consult with the other parties to this agreement to reconsider the terms of the agreement and amend it in accordance with Stipulation VI AMENDMENTS below. In

proposing such amendments, the YMCA shall notify the parties to this agreement as to the course of action it will pursue.

### III. POST-REVIEW DISCOVERIES

(a) If potential historic properties are discovered or unanticipated effects on historic properties found, IDNR, or its agents or contractors shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties.

(b) In the event of an unanticipated discovery of human remains or burials, YMCA understands and agrees, and will direct its agents and contractors, if any, that work must immediately stop within the area of discovery, notify the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) as administered by the SHPO, which provides that no human skeletal remains shall be disturbed without a permit issued by the SHPO.

### IV. DISPUTE RESOLUTION

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, such party shall consult with the other parties to this agreement to resolve the objection. If the parties cannot agree regarding a dispute, any one of the parties may request the participation of the Mediation Committee as per the Act. The responsibilities of the YMCA and IDNR, either directly or through their agents, to carry out all other actions subject to the terms of this MOA 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 parties hereto. The amendment will be effective on the date a copy signed by all of the authorized agents of the respective parties hereto.

### VI. TERMINATION

If any party to this agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VI above. If within thirty (30) days an amendment cannot be reached, any party hereto may terminate the agreement upon written notification to the other parties.

***[The remainder of this page is intentionally left blank; signature page follows.]***

EXECUTION of this Memorandum of Agreement and implementation of its terms evidences that the YMCA and IDNR have afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act. This Memorandum of Agreement may be provided to any agency of the State of Illinois as proof of the foregoing compliance as part of any loan, grant, permit, or license application necessary for any portion of the projects that are the subject of this Memorandum of Agreement. If any agency of the State of Illinois does not accept a copy of this Memorandum of Agreement for such purposes, IDNR agrees to issue a clearance letter for the projects in question, forthwith, upon request by the YMCA or any other agency of the State of Illinois.

The undersigned represent and warrant that they have the requisite authority to execute this Memorandum of Agreement on behalf of their respective parties.

**PARTIES**

YOUNG MEN'S CHRISTIAN ASSOCIATION OF SPRINGFIELD, ILLINOIS, an Illinois not for profit corporation:

By: Angela K. Sowle Date: 12/20/18  
Angela K. Sowle, Chief Executive Officer

By: Guerry L. Suggs Date: 12/20/18  
Guerry L. Suggs, President, Board of Trustees

ILLINOIS DEPARTMENT OF NATURAL RESOURCES:

By: Wayne A. Rosenthal Date: 12/19/18  
Wayne A. Rosenthal, Director  
Illinois Department of Natural Resources

ILLINOIS STATE HISTORIC PRESERVATION OFFICE:

By: Robert F. Appelman Date: 12.18.18  
Robert F. Appelman, Deputy State Historic Preservation Officer

**APPROVED FOR EXECUTION**

Date: 12/19/2018

Legal Counsel: Renee Snow