

**MEMORANDUM OF AGREEMENT AMONG
NORTHWESTERN UNIVERSITY,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF 1501 CENTRAL ST. IN EVANSTON, ILLINOIS,
KNOWN AS RYAN FIELD (FORMERLY DYCHE STADIUM) AND NEW
CONSTRUCTION OF A NEW STADIUM
(SHPO LOG #017051123)**

WHEREAS, Northwestern University (Owner) plans to undertake demolition of 1501 Central St. in Evanston, IL, known as Ryan Field (formerly Dyche Stadium) (Stadium) and construct a new stadium (Project); and

WHEREAS, the project requires a National Pollutant Discharge Elimination System (NPDES) permit, a Water Pollution Control permit, and a Public Water Supply permit (permit SG-13711.000) from the Illinois Environmental Protection Agency (IEPA), 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, the Owner has 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 State Historic Preservation Officer (Officer); and

WHEREAS, on January 30, 2006, the Officer determined that the Stadium at 1501 Central St. in Evanston, IL is eligible to be listed on the National Register of Historic Places (NRHP). The Officer determined that the Stadium is eligible under 1) criterion A for its function as an athletic complex at Northwestern University (ca. 1926) and 2) criterion C in the area of architecture (the Stadium was designed by James Gamble Rogers, in the collegiate gothic style of the main Northwestern University campus, with two semi-circular rising grandstands, capped by matching concrete towers on the west (home) side); and

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

WHEREAS, the Owner has explored options to avoid or minimize the adverse effect to the Stadium, but due to conditions of the Stadium, including deterioration, aging, lack of accessibility and other deficiencies, concluded that demolition is necessary.

NOW, THEREFORE, the Owner, IEPA, 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)

The Owner 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.

- A. The Owner will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation.
- B. The recordation must follow the HIBS guidelines established by the Officer, according to the specifications listed in Attachment A.
- C. The Contractor has been consulting with the Officer prior to the initiation of the work to ensure that expectations are understood.
- D. As of the date hereof, fieldwork, in the form of a site visit, draft photography, measurements, and final photography has taken place.
- E. Upon completion of draft photography, the Contractor shall digitally submit the images and copies of field notes to the Officer for review and comment.
- F. Upon Officer confirmation in writing that all of the final HIBS photographs to complete HIBS recordation has been collected, the Project may commence.
- G. The Contractor shall prepare and email a 95% draft of the HIBS recordation in .pdf format to the Officer for review and comment.
- H. 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.
- I. Upon completion of the final documentation, the Owner and/or Contractor shall submit the following to the Officer:
 1. One archival clamshell of sufficient size to encapsulate the HIBS recordation.
 2. One copy of the HIBS recordation, on archival materials, according to HIBS specifications for deposit in the Abraham Lincoln Presidential Library and Museum.
 3. One digital record (download, link, flash drive, CD, or DVD) with the complete HIBS recordation for posting on the Officer 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, the Owner may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owner 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, the Owner 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, the Owner 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, or upon completion of the Project, whichever occurs first, the Owner 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 the Owner'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, the Owner 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. The Owner'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

NORTHWESTERN UNIVERSITY (Owner)

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: _____ Date: _____

Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources