

**MEMORANDUM OF AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF MILITARY AFFAIRS
AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING
DEMOLITION OF THE SALEM ARMORY
IN SALEM, MARION COUNTY, ILLINOIS**

WHEREAS, in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, the Illinois Army National Guard (ILARNG) intends to undertake the demolition Salem Armory (Armory); and

WHEREAS, ILARNG has consulted with the State Historic Preservation Office (SHPO) concerning the demolition of the Armory as per Section 106 of the National Historic Preservation Act of 1966, as amended; and

WHEREAS, ILARNG has demonstrated a good faith effort to identify alternate uses of the Armory and has marketed the Armory with no success; and

WHEREAS, ILARNG and SHPO agree that the Armory, while eligible for listing, has not formally been listed on the National Register of Historic Places and that the demolition of the Armory is an adverse effect pursuant to 36 CFR Part 800.5; and

WHEREAS, both parties mutually agree that there is no prudent or feasible alternative to demolition of the Armory; so

THEREFORE, ILARNG and the SHPO agree that the following measures shall be implemented to mitigate the adverse effect of this undertaking to the Salem Armory.

STIPULATIONS

1. ILARNG will ensure the following measures are carried out.

A. ILARNG will identify elements of the Armory that may be salvaged for re-use, if feasible, at similar facilities owned by ILARNG.

- B. The Salem Armory will be documented in accordance with Level III of the Illinois Historic American Building Survey Standards (IL HABS).**
- i. Level III documentation shall be prepared including:**
 - a. If original plans exist for this building, they will be reproduced in a manner suitable for archiving.**
 - b. Digital photographs of the buildings, to include building site, exterior elevations, distinctive exterior architectural features and significant interior spaces and features shall be produced in a manner suitable for archiving.**
 - c. Written historical narrative of the building, and**
 - d. Written architectural description of the building using the IL HABS designated outline format shall be completed.**
 - ii. ILARNG will award the recordation contract to the consultant of its choice, provided the consultant is qualified to perform the work and agrees to meet IL HABS standards and guidelines.**
 - iii. The SHPO will review the draft report (95%) and accept or reject the submittal in accordance with IL HABS standards. Upon acceptance of the draft in writing, ILARNG will complete the final documentation and deliver one original and one electronic copy on an archival quality CD to the SHPO.**
 - iv. Upon SHPO's written acceptance of the draft IL HABS documentation the applicant may commence demolition activities of the building.**

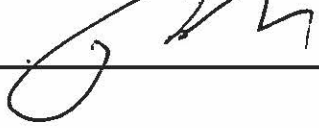
Other Terms and Conditions:

- 1. Modification, amendment, or termination of this agreement as necessary shall be accomplished by the signatories in the same manner as the original agreement.**
- 2. Disputes regarding the completion of the terms of this agreement shall be resolved by the signatories. If the signatories cannot agree regarding a dispute, any one of the signatories may request the participation of the Advisory Council on Historic Preservation to assist in resolving the dispute.**
- 3. This agreement shall be null and void if its terms are not carried out within 3 (three) years from the date of its execution, unless the signatories agree in writing for an extension for carrying out its terms.**


Execution and implementation of this MOA by the ILARNG, the Illinois SHPO and implementation of its terms, shall constitute evidence that the ILARNG has taken into account the effects of the undertaking on historic

properties as required by Section 106 of the National Historic Preservation Act of 1966, as amended.

Illinois National Guard
MG Richard J. Hayes, Jr., The Adjutant General

By:  _____ Date: 18 Nov 16

Illinois State Historic Preservation Officer
Heidi Brown-McCreery

By:  _____ Date: 8/16/16