MEMORANDUM OF AGREEMENT
BETWEEN
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
AND
COMMANDER, NAVY REGION MID-ATLANTIC
REGARDING
THE DEMOLITION OF BUILDING 38H,
NAVAL STATION GREAT LAKES, LAKE COUNTY, ILLINOIS

WHEREAS, Building 38H at Naval Station Great Lakes (NAVSTA Great Lakes), located in Lake County, Illinois, will soon have no occupants or planned uses; and

WHEREAS, in consultation with the Illinois State Historic Preservation Officer (SHPO), the United States Navy (the Navy), determined that Building 38H meets the criteria for listing in the National Register of Historic Places (NRHP) as a contributing resource to the Great Lakes Naval Training Station Historic District; and

WHEREAS, the Navy prepared a report analyzing rehabilitation and reuse alternatives for Building 38H in the September 2013 report titled *Economic Analysis Report for Building 38H, Naval Station (NAVSTA) Great Lakes, Illinois*; and

WHEREAS, the Navy has excess building capacity at NAVSTA Great Lakes and can find no future tenants for Building 38H for the foreseeable future; and

WHEREAS, the Navy considers demolition as the preferred alternative for the disposition of Building 38H, which constitutes an adverse effect under the National Historic Preservation Act, and its implementing regulations at 36 Code of Federal Regulations (CFR) Part 800; and

WHEREAS, the Navy has consulted with the National Trust for Historic Preservation and Landmarks Illinois, on this agreement; and

WHEREAS, the Navy ran a notice in the *Great Lakes Bulletin* from May 23-30, 2014 seeking public comment on the future of Building 38H, and received no comments; and

WHEREAS, the Navy invited the Advisory Council on Historic Preservation (ACHP) to participate in consultation, and by letter on October 21, 2014, the ACHP declined to participate;

NOW, THEREFORE, the Navy, and the SHPO agree in this memorandum of agreement (MOA) that the Navy will implement the following measures to take into account the adverse effect of demolishing Building 38H.

STIPULATIONS

The Navy shall ensure the following:

I. MITIGATION MEASURES

A. The Navy will document Building 38H in accordance with the Illinois Historic American Buildings Survey (IL HABS) Standards, Level II, by providing the following:

1. Photographically reproduced, existing drawings of Building 38H on archival mylar. CAD or suitable substitutions are acceptable in place of original drawings.

2. Large format, 4" x 5" negative and 5" x 7" print photography of Building 38H (digital photographs will be accepted for the building), showing distinctive architectural features. Digital images will be printed in black and white on archival stock. Additional color images may supplement the required black and white photographs.

3. Written contextual history of Building 38H and written architectural description of the building using the IL HABS designated outline format.

4. The Navy will submit the IL HABS documentation on non-archival materials at 95% complete for SHPO review. The Navy will revise the submittals based upon SHPO review comments.

5. The Navy will submit the IL HABS documentation to the SHPO at 100% complete and the SHPO will review the submittals and accept or reject them in accordance with IL HABS Standards.

6. After SHPO acceptance, the Navy will deposit the completed IL HABS in the Illinois State Historical Library in the Abraham Lincoln Presidential Museum and Library. SHPO requires one standard archival set and one set in pdf format on an archival quality gold CD.

7. Until the SHPO accepts the 95% IL HABS documentation in writing, no demolition of Building 38H will occur.

B. The Navy will construct a landscape feature, in the vicinity of the former location of Building 38H, using salvaged materials from the building. The structure will include information on the history of Building 38H.

II. SHPO COMMENT

The SHPO will ensure that the Navy receives written comments concerning all IL HABS submittals within 30 days of receipt. If the SHPO provides no response to the Navy within the allotted time, the Navy may assume SHPO concurrence.

III. UNANTICPATED DISCOVERIES

In the event that previously unidentified archaeological resources are encountered during demolition or new construction on the former site of Building 38H, work will cease in the immediate area of the discovery and in any adjacent areas where resources may be expected and the NAVSTA Great Lakes Cultural Resources Manager (CRM) will be notified immediately. The CRM will follow the procedures outlined in the programmatic agreement regarding Navy undertakings at NAVSTA Great Lakes.

IV. DURATION

This MOA shall become null and void after five years from the date of its execution. Notwithstanding the foregoing, this agreement may be amended and/or terminated prior to the expiration of this five-year period in accordance with Stipulations VII or IX; or it may expire upon the satisfaction of all stipulations and acknowledgement of such satisfaction by the SHPO.

V. MONITORING AND REPORTING

Each December until the termination or expiration of this agreement or completed demolition of Building 38H, the Navy will monitor the building's project status and provide the SHPO with a written, concise report on the status of Building 38H and the progress of the implementation of this MOA. This shall be a summary report detailing work undertaken pursuant to the terms of this MOA and shall include any scheduling or other changes proposed, any problems encountered, and any disputes and objections that have arisen during the prior twelve-month period.

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 MOA are implemented, the Navy shall consult with the objecting party(ies) to resolve the objection. If the Navy determines, within 30 days, that such objection(s) cannot be resolved, the Navy will:

A. Forward all documentation relevant to the dispute, including a recommended resolution, to the ACHP. Upon receipt of this documentation, the ACHP shall review and advise the Navy on the resolution of the dispute within 30 days from the date of ACHP receipt. Any written comment provided by the ACHP, and all comments from the signatories and concurring parties to the agreement, will be taken into account by the Navy in reaching a final decision regarding the dispute.

B. If the ACHP does not provide written comments regarding the dispute within the above 30-day period, the Navy may render a decision regarding the dispute. In reaching its decision, the Navy will take into account all written comments it has received regarding the dispute from any signatory or concurring party.

C. During the pendency of any dispute and prior to the resolution of such dispute, the Navy shall continue to carry out all actions under this agreement that are not subject to or affected by the dispute. The Navy will notify all signatories and concurring parties in writing of its decision concerning any dispute processed in accordance with this Stipulation at least 10 days before implementing such decision. The Navy's decision will be final.

VII. AMENDMENTS

If any signatory to this agreement determines that any of its terms will not or cannot be carried out or that an amendment to the agreement must be made, that signatory shall immediately notify the other signatories. The Navy shall initiate consultation to negotiate an amendment pursuant to 36 CFR § 800.6(c)(7). The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VIII. ANTI-DEFICIENCY ACT

The Navy's obligations under this agreement are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act. The Navy will make reasonable and good faith efforts to secure the necessary funds to implement its obligations under this agreement. If compliance with the Anti-Deficiency Act alters or impairs the Navy's ability to implement its obligations under this MOA, the Navy will consult in accordance with the amendment and termination procedures found at Stipulations VII and IX.

IX. TERMINATION

If any signatory to this MOA 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 VII, above. If within thirty days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories at least 180 days before the expiration date. Termination by either party shall not provide the basis for any claim against the United States Government.

In the event the Navy terminates, and within 30 days following termination, the Navy shall notify the SHPO if it will initiate consultation to execute a new agreement under 36 CFR § 800.6(c) or request the comments of the ACHP under 36 CFR § 800.7 and proceed under Stipulation VI Dispute Resolution, and shall thereafter proceed accordingly.

X. EXECUTION

Execution of this MOA and implementation of its terms evidence that the Navy has taken into account the effects of the undertaking described herein on historic properties at NAVSTA Great Lakes, and afforded the SHPO and the ACHP a reasonable opportunity to comment.

The effective date of this agreement is the date of the last signatory's signature.

Signatories:

NAVY REGION MID-ATLANTIC

R.N. GEIS
CAPTAIN, U.S. NAVY
CHIEF OF STAFF

Date: 10 JUN 15

NAVAL STATION GREAT LAKES

JAMES D. HAWKINS
CAPTAIN, U.S. NAVY

Date: 12 May 2015

STATE OF ILLINOIS
STATE HISTORIC PRESERVATION OFFICER

RACHEL LEIBOWITZ
DEPUTY STATE HISTORIC PRESERVATION OFFICER

Date: 10 July 2015

Concurring Parties:

NATIONAL TRUST FOR HISTORIC PRESERVATION

_____ Date: _____

LANDMARKS ILLINOIS

_____ Date: _____