

**MEMORANDUM OF AGREEMENT
BETWEEN NATIONAL PARK SERVICE
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
REDEVELOPMENT OF THE ILLINOIS INDUSTRIAL SCHOOL
FOR GIRLS LOCATED IN PARK RIDGE, ILLINOIS**

WHEREAS, the National Park Service (NPS) plans to provide funding to the Park Ridge Park District (Park District) through the Illinois Department of Natural Resources (DNR) pursuant to the Land and Water Conservation Fund for a project at the Park Ridge Youth Campus in Park Ridge, Illinois (undertaking); and

WHEREAS, the undertaking consists of Building Rehabilitation, Demolition and Park Development at Park Ridge Youth Campus located at 733 N. Prospect Ave. in Park Ridge and listed on the National Register of Historic Places as the Illinois Industrial School for Girls (Property), and

WHEREAS, NPS has defined the undertaking's area of potential effect (APE) as the area comprising the campus of the Industrial School for Girls; and

WHEREAS, NPS has determined that the undertaking will have an adverse effect on the Property, and has consulted with the Illinois Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800, of the regulations implementing for purposes of section 106 of the National Historic Preservation Act of 1966, as amended (16 USC §470) (the Act); and

WHEREAS, NPS has consulted with the DNR and the Park District regarding the effects of the undertaking on historic properties and has invited them to sign this Memorandum of Agreement (MOA) as a concurring party; and

WHEREAS, in accordance with 36 C.F.R. part 800.6(a)(1), NPS has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR part 800.6(a)(1)(iii); and

NOW, THEREFORE, NPS and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

NPS shall ensure that the following measures are carried out by DNR and the Park District:

I. MITIGATION

1. The Park District shall complete architectural recordation of the buildings to be demolished including Talcott, Illinois, Tilles, Noyes and Buck in accordance with the Illinois Historic American Building Survey (IL HABS) Standards and Guidelines to level III. The Park District may award the contract for such undertaking to a contractor of its choice provided that the contractor meets the Secretary of the Interior's Professional Qualifications (36 CFR part 61) and has previous experience in satisfactorily completing IL HABS projects. The SHPO shall approve a draft of this documentation as to its sufficiency is in accordance with IL HABS Standards and Guidelines in writing prior to the Park District's initiation of demolition activities.
2. The Park District shall complete rehabilitation of Wohler's Hall in accordance with the Secretary of the Interior's Standards for Rehabilitation (36 CFR part 68) in consultation with the SHPO.
3. The Park District will endeavor to enter into a 25 year lease agreement with the Park Ridge Historical Society (Historical Society) for the use of the Solomon Cottage. It is understood that the Historical Society will secure the building and rehabilitate the structure in consultation with the SHPO and the Park District as funding allows. It is expected, but not required by any stipulations contained herein, that initial rehabilitation activities will occur within five (5) years of the date of the ratification of this agreement document.
4. The Park District shall retain and properly mothball Emory Cottage in accordance with the Secretary of the Interior's Standards for Rehabilitation in consultation with the SHPO.
5. Site plans will be reviewed and approved by the SHPO to ensure that historic statuary is appropriately retained and placed on the grounds which consists of a bell, statue and wrought iron fencing.
6. Appropriate historical exhibits pertaining to the history of the campus shall be created in consultation among the Park District, SHPO and the Historical Society to be exhibited in space controlled by the Historical Society.
7. The Park District shall not object to local landmarking of remaining buildings on the campus should the local historic preservation commission so decide to pursue that option.

II. DURATION

Except as otherwise provided herein, the MOA will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, any of the signatories may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

III. MONITORING AND REPORTING

Each February 1st, following the execution of this MOA until it expires or is terminated, Park District shall provide all parties to this MOA 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 Park District's efforts to carry out the terms of this MOA.

IV. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, NPS shall consult with such party to resolve the objection. If NPS determines that such objection cannot be resolved, it will:

A. Forward all documentation relevant to the dispute, including the NPS's proposed resolution, to the ACHP. The ACHP shall provide NPS with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, NPS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. NPS will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, NPS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, NPS shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. NPS's responsibility 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 MOA 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 signed by all of the signatories is filed with the ACHP.

VI. TERMINATION

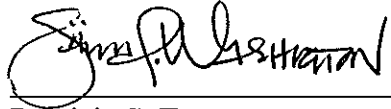
If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, NPS must either (a) execute an MOA pursuant to 36 CFR part 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR part 800.7.

Execution of this MOA by the NPS and SHPO and implementation of its terms evidence that NPS has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORY:

National Park Service

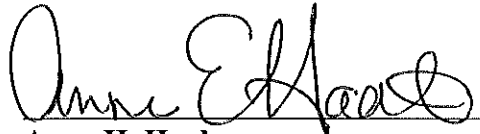


Date 11/25/2014

For Patricia S. Trap
Acting Regional Director

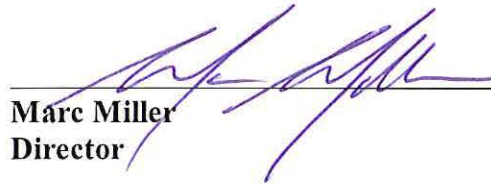
SIGNATORY:

Illinois Deputy State Historic Preservation Officer

 Date October 28, 2014
Anne H. Haaker

INVITED SIGNATORY:

Illinois Department of Natural Resources

 Date 11-22-14
Marc Miller
Director

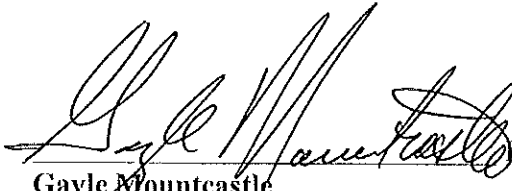
APPROVED FOR DEPARTMENT

Date: 11-13-14

Legal Counsel: Robert G. Mool

INVITED SIGNATORY:

Park Ridge Park Ridge

 Date 11/12/14
Gayle Mountcastle
Executive Director