

**MEMORANDUM OF AGREEMENT AMONG
UNITED STATES ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT, AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF THE HAMMEL WOODS DAM
LOCATED IN SHOREWOOD, ILLINOIS
(SHPO LOG #006081420)**

WHEREAS, the Forest Preserve District of Will County (Forest Preserve) plans to demolish the Hammel Woods Dam (Dam), located in Shorewood, Will County, Illinois, to allow aquatic species to move upstream and improve public safety; and

WHEREAS, the project requires a Section 404 permit (LRC-2019-995) from the United States Army Corps of Engineers (USACE), which requires the project be considered an Undertaking subject to review under Section 106 of the National Historic Preservation Act of 1966, 54 U.S.C. § 306108, as amended, and its implementing regulations(36 CFR Part 800) (Act); and

WHEREAS, the Forest Preserve has determined the Dam to be a threat to public safety; and

WHEREAS, the USACE has defined the Undertaking’s area of potential effect as the Permit Area (see Appendix A); and

WHEREAS, the USACE has consulted with the Illinois State Historic Preservation Officer (SHPO) pursuant to the Act; and

WHEREAS, on October 14, 2020 the SHPO determined that the Dam is eligible for listing on the National Register of Historic Places (NRHP) under Criterion A for its associations with the Emergency Conservation Work Act of 1933 and the Civilian Conservation Corps and under Criterion C as a work of engineering, both at the local level of significance; and

WHEREAS, on October 14, 2020, the SHPO concurred with the determination of the USACE that the Undertaking will have an adverse effect on the Dam; and

WHEREAS, the USACE has consulted with the Forest Preserve regarding the effects of the Undertaking on the Dam and has invited the Forest Preserve to consult and to sign this Agreement as a Concurring Party; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the USACE has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination, and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR§ 800.6(a)(1)(iii);

WHEREAS, all parties mutually agree that there is no prudent or feasible alternative to the Undertaking as proposed; and

NOW, THEREFORE, the USACE and the SHPO agree that the Undertaking shall be

implemented in accordance with the following stipulations in this Agreement in order to mitigate the adverse effects of this Undertaking to the NRHP-eligible Dam.

STIPULATIONS

I. MITIGATION

The USACE shall ensure that the Forest Preserve 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 the following recordation in accordance with the Historic American Engineering Record (HAER) (see: <https://www.nps.gov/hdp/standards/index.htm>) and the terms stipulated below. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation

1. Fieldwork: Site Visit, Photography, Measurements

- a. The Contractor shall take detailed digital images of the Dam. These photos should be used for reference in developing I.A.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.A.2.a.
- b. Concurrently with I.A.1.a, the Contractor shall work with the Forest Preserve to determine the best opportunities during the installation of the temporary coffer dam and the initial phases of Dam removal to conduct final HAER photography as outlined in I.A.1.c.
- c. Final HAER photographs must be taken by a professional photographer before and during the de-watering process, the timing of which shall be determined by I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HAER guidelines, with in-camera perspective correction (as needed).
- d. Upon completion of I.A.1.a, b, and c, the Contractor shall digitally submit the images and copies of field notes to the SHPO for review and comment. Upon SHPO receipt, the demolition of the Dam may commence.

2. Recordation components shall consist of the following items.

- a. Sketch plans, as defined by HAER and digitally drawn, of the Dam in its current condition printed drawing-size on archivable acid-

free stable sheets with either a large-format inkjet printer using a HABS/HAER-designated ink set or with a large-format laser printer (i.e., photocopier).

- b. HAER photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HAER guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by the NPS. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HAER standards.
- c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by HAER staff.
- d. Narrative and description using HAER-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper:
 - 1. An architectural description of the Dam
 - 2. A written narrative of the historic development of the Dam and of the New Deal-era contributions to the Hammel Woods Forest Preserve
 - 3. A written narrative of the development and establishment of the Hammel Woods Forest Preserve
- e. Original and/or historic drawings. Any original and/or historic drawings of the Dam scanned at a minimum of 400 dpi, dropped full-size onto HAER title blocks, and printed on vellum with either a large-format inkjet printer using a /HAER-designated ink set or with a large-format laser printer (i.e., photocopier). The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
- f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
- g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HAER guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.

- h. CD/DVD. Digital versions of items I.A.2.a through I.A.2.g must be saved onto an archival CD/DVD.
- 3. Draft submission. The Contractor shall email in pdf format and mail a hardcopy of the 95% draft of the items in I.A.2.a through g to the USACE and the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor shall incorporate into the recordation any comments that the SHPO provides and complete the final documentation as directed in I.A.4.
- 4. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
 - a. One (1) HAER recordation package containing items I.A.2.a, b, c, d, e, f, g, and h.
 - b. One (1) recordation package containing items I.A.2.a, c, d, e, g, and h in an archival clamshell.

Upon final approval, the SHPO will submit recordation package I.A.4.a to the Heritage Documentation Programs in the National Park Service for eventual deposit in the Library of Congress, and the SHPO will submit recordation package I.A.4.b to the Abraham Lincoln Presidential Library in Springfield, Illinois.

II. DURATION

This Agreement shall terminate if its stipulations are not carried out within two (2) years from the date of its execution. Prior to such time, the USACE may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The USACE shall notify all parties to this Agreement as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the USACE shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, the USACE understands and agrees that it must immediately stop work within the area of discovery, and consult with the SHPO.

IV. MONITORING AND REPORTING

Each 6 months following the execution of this Agreement until it expires or is terminated, the USACE 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 efforts to carry out the terms of this Agreement.

V. DISPUTE RESOLUTION

Should a 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 USACE shall consult with the Signatories to resolve the objection. If the Signatories cannot agree regarding a dispute, the Signatories shall:

- A. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the signatories and concurring parties, and the USACE's proposed resolution, to the ACHP. The ACHP shall provide the USACE 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, the USACE 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. The USACE 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, the USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the USACE shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the Agreement and provide them and the ACHP with a copy of such written response.
- C. The USACE'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 a 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, a Signatory may terminate the Agreement upon written notification to the other signatories.

Once this Agreement is terminated, and prior to work continuing on the Undertaking, the

USACE must either (a) execute a Memorandum of Agreement pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The USACE shall notify the signatories as to the course of action it will pursue.

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.

IX. DISTRIBUTION OF AGREEMENT

In order to meet the requirements of Section 106. 36 CFR § 800.6(b)(1)(iv), upon the execution of this Agreement and prior to approving the Undertaking, the USACE must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

EXECUTION of this Agreement by the USACE and the SHPO, and the implementation of its terms evidence that the USACE and the SHPO have afforded the ACHP an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

**MEMORANDUM OF AGREEMENT AMONG
UNITED STATES ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT, AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF THE HAMMEL WOODS DAM
LOCATED IN SHOREWOOD, ILLINOIS
(SHPO LOG #006081420)**

SIGNATORY

UNITED STATES ARMY CORPS OF ENGINEERS (USACE)

By: _____ Date: 05 January 2021

For and on behalf of
Colonel Paul Culberson, District Engineer, Chicago District
U.S. Army Corps of Engineers

**MEMORANDUM OF AGREEMENT AMONG
UNITED STATES ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF THE HAMMEL WOODS DAM
LOCATED IN SHOREWOOD, ILLINOIS
(SHPO LOG #006081420)**

SIGNATORY


ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By:  Date: December 30, 2020
Robert Appelman, Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

**MEMORANDUM OF AGREEMENT AMONG
UNITED STATES ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT, AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF THE HAMMEL WOODS DAM
LOCATED IN SHOREWOOD, ILLINOIS
(SHPO LOG #006081420)**

CONCURRING PARTY

THE FOREST PRESERVE DISTRICT OF WILL COUNTY (FOREST PRESERVE)

Signature:  Date: 1/6/2020

Name: Ralph Schultz

Title: Chief Operating Officer

**MEMORANDUM OF AGREEMENT AMONG
 UNITED STATES ARMY CORPS OF ENGINEERS, CHICAGO DISTRICT AND
 THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
 REGARDING THE DEMOLITION OF THE HAMMEL WOODS DAM
 LOCATED IN SHOREWOOD, ILLINOIS
 (SHPO LOG #006081420)**

APPENDIX A: Map Showing Area of Potential Effects (APE)

