

**MEMORANDUM OF AGREEMENT AMONG
THE FOREST PRESERVE DISTRICT OF COOK COUNTY AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF A RESIDENCE
(VILLA SANTA MARIA) AT
6101 OAK FOREST AVENUE, TINLEY PARK, ILLINOIS
(SHPO LOG #023062614)**

WHEREAS, the Forest Preserve District of Cook County (District) plans to undertake the demolition of 6101 Oak Forest Avenue in Tinley Park, Cook County, IL (Building); and

WHEREAS, the project involves properties acquired with funding assistance from the Illinois Department of Natural Resources (IDNR) through a federally-funded Land and Water Conservation Fund grant, which requires the demolition to be considered an Undertaking subject to review under Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108, and its implementing regulations (36 CFR Part 800) (Act); and

WHEREAS, the District has consulted with the Illinois State Historic Preservation Office (Office), a Division of the 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 (SHPO); and

WHEREAS, on October 4, 2018, the SHPO concurred with IDNR that the Building was eligible for listing to the National Register of Historic Places (NRHP) under Criterion C for its architectural design at the local level of significance; and

WHEREAS, the SHPO has determined that the Undertaking will have an adverse effect on the Building; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the District has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination, and on June 2, 2021, the ACHP notified the District that it chose not to participate in the consultation pursuant to 36 CFR§ 800.6(a)(1)(iii);

NOW, THEREFORE, the District and the SHPO 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 Building.

STIPULATIONS

I. MITIGATION

The District 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 measures described below. The Owner will ensure that the following mitigation and Historic American Building Survey (HABS) recordation is/are completed by the Contractor. The recordation must follow the HABS/HAER/HALS guidelines established by the Heritage Documents Programs division (HPD) of the National Park Service (see: <https://www.nps.gov/hdp/standards/index.htm>). 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 site, interior, exterior, and detail digital images of the Buildings. These photos should be used for reference in developing the architectural description outlined in I.A.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.A.2.a.
- b. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HABS photography to the SHPO for comment. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HABS photography as outlined in I.A.1.c.
- c. Final HABS photographs must be taken by a professional photographer and must include all the views agreed to in 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 HABS/HAER/HALS 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 confirmation in writing that all of the information necessary to complete HABS recordation has been collected, the demolition of the Building may commence.

2. Recordation components shall consist of the following items.

- a. Sketch plans, as defined by HABS/HAER/HALS guidelines.

The sketch plans will be included as figures at the end of the relevant report(s) and printed in accordance with HDP Transmittal Guidelines.

- b. HABS 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 HABS/HAER/HALS 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 HPD staff. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS/HAER/HALS 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 HPD staff.
 - d. Narrative and description. A written historic narrative and an architectural description of the Building using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
 - e. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
 - f. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS/HAER/HALS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.
 - g. CD/DVD. Digital versions of items I.A.2.a through I.A.2.f must be saved onto an archival CD/DVD.
3. Draft submission. The Contractor shall email in .pdf format of the 95% draft of the items in I.A.2.a through f to 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) HABS recordation package containing items I.A.2.a, b, c, d, e, f, and g.
- b. One (1) recordation package containing items I.A.2.a, c, d, e, and g in an archival clamshell.
- c. Digital versions of items I.A.2.a, b, c, d, and e uploaded to the State of Illinois file transfer site:
<https://filet.illinois.gov/filet/pimupload.asp> with
["SHPO.review@illinois.gov"](mailto:SHPO.review@illinois.gov) as the recipient.

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

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 District may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The District shall notify the signatories 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 District 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 District understands and agrees that it must immediately stop work within the area of discovery and consult with the SHPO.

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, the District shall provide the SHPO 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 District'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 District 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 the District's proposed resolution, to the ACHP. The ACHP shall provide the District 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 District 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 District 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 District may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the District 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. It is the District'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.

Once this Agreement is terminated, and prior to work continuing on the Undertaking, the District 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 District 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 District must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

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

[Signature Pages to follow]

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SIGNATORY

THE FOREST PRESERVE DISTRICT OF COOK COUNTY (District)

Signature:  Date: 8-12-21

Name: Arnold Randall

Title: General Superintendent, Forest Preserve District of Cook County

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ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 09/20/2021
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources