

**MEMORANDUM OF AGREEMENT AMONG  
ARLINGTON HEIGHTS PARK DISTRICT, THE ILLINOIS DEPARTMENT OF  
NATURAL RESOURCES,  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING REHABILITATION OF A RECREATION BUILDING, REPLACEMENT  
OF SWIMMING POOL, AND DEMOLITION OF A POOL HOUSE AT RECREATION  
PARK, 500 E. MINER ST., IN ARLINGTON HEIGHTS, ILLINOIS  
(SHPO LOG #009011124)**

**WHEREAS**, Arlington Heights Park District (Owner) plans to undertake rehabilitation of a recreation building (Building), replacement of a swimming pool (Pool), and demolition of a two-story pool house (Pool House) at Recreation Park, 500 E. Miner in Arlington Heights, IL (Project); and

**WHEREAS**, the project requires funding from the Illinois Department of Natural Resources (IDNR), thereby making the project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

**WHEREAS**, the Owner has consulted with the Illinois State Historic Preservation Office (SHPO), a Division of IDNR, pursuant to the Act; and

**WHEREAS**, the SHPO currently resides within IDNR (Office), and the Director of IDNR is the duly designated State Historic Preservation Officer (Officer); and

**WHEREAS**, on April 17, 2025, the Officer determined that no known historical archaeological properties are present in within the Project area; and

**WHEREAS**, on August 2, 2023, the Officer determined that Recreation Park is eligible for listing to the National Register of Historic Places (NRHP); and

**WHEREAS**, on December 31, 2024, the Officer determined that the Building (c. 1937), Pool (c.1937), and Pool House (c.1937) are contributing elements to Recreation Park, which is eligible to be listed on the NRHP; and

**WHEREAS**, on December 31, 2024, the Officer determined that major alterations in 1963, the 1980s, and 1990s have negatively affected the historic integrity of the Pool and that the replacement of it does not adversely affect the historic integrity of Recreation Park; and

**WHEREAS**, on December 31, 2024, the Officer determined that the proposed demolition of the Pool House is an adverse effect to property eligible to be listed on the NRHP; and

**WHEREAS**, on December 31, 2024, the officer determined that the proposed work to the Building may be made to meet the Secretary of the Interior's Standards for Rehabilitation under certain conditions to avoid an adverse effect to the Building and Recreation Park that are eligible to be listed on the NRHP; and

**WHEREAS**, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect at Arlington Heights Park District Board of Commissioners Meetings on (5/23/23, 2/27/24, 4/9/24, 5/14/24, 7/9/24, 8/13/24, 8/27/24, 11/26/24, 12/10/24, 2/11/25, and 2/24/25); and

**WHEREAS**, the Owner has notified potential consulting parties of the adverse effect determination, and the Arlington Heights Historical Museum has chosen to participate in the consultation to resolve the adverse effect; and

**NOW, THEREFORE**, the Owner, IDNR, and the Officer agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to lessen and mitigate the adverse effects of this Undertaking and to the NRHP-eligible properties.

## **STIPULATIONS**

### **I. MITIGATION**

- A. The Owner shall complete the following stipulations according to the measures described below.
  1. The Owner shall complete professional-quality photo documentation of the interior of the 1963 pool house building and email photos to the Officer. The photographs will be displayed on the IDNR website and in a local repository.
  2. The Owner shall remove and replace the existing windows of the 1939 building with new modern windows closely resembling the original design and proportions.
  3. The Owner shall leave the fireplace, mantel, and hearth within the historic former Club Room of the 1939 building along the south wall of the main floor. The fireplace shall not operate but will be repaired to as close to original condition and if possible, the decorative plaster cove should be continued around the west corner of the Gallery.
  4. The Owner shall install interpretive signage on the property with a photo of the 1963 pool house building that is planned to be demolished, to document the building's history.
  5. The Owner shall leave the fireplace and mantel in the former Women's Lounge of the 1939 building at the southwest corner. The fireplace shall not operate but will be repaired to be as close to its original condition.
  6. The Owner shall remove a portion of the drawer(s) and cabinet fronts from the North wall of the former Board Room of the 1939 building and install those on an interior wall of the renovated space.
  7. The Owner shall remove and save the spheroidal glass light fixtures from the 1963 pool house for possible future reuse.

8. The Owner shall save the 1906 Mason and Hamlin piano in the 1939 building for future reuse.
9. The Owner shall submit draft photography to the Officer for review and approval. Once draft photos are approved by the Officer, the Project may begin.
10. The Owner shall prepare and email a 95% draft of final photo documentation and interpretive signage in .pdf format to the Officer for review and comment.
11. When the Officer accepts the 95% draft submission, in writing, the Owner shall incorporate into the photo documentation any comments that the Officer provides and complete the final documentation.
12. Upon completion of the final documentation, the Owner shall submit the following to the Officer:
  - a. One .pdf file of completed photo documentation and photo documentation of the interpretive signage stipulated in I.A.4
  - b. One .pdf file of finished interior rehabilitation stipulations I.A.2-8.

## IL CONDITIONS TO AVOID AN ADVERSE EFFECT TO THE BUILDING AND RECREATION PARK

The proposed demolition of the pool and replacement in its historic location does not adversely affect Recreation Park. The proposed demolition of the historic 1963 pool house is an adverse effect to the building and to Recreation Park. The proposed work to the 1939 recreation building may be made to meet the Standards and avoid an adverse effect if the following conditions are met:

- A. The existing windows are not historic and may be replaced, but they must be replaced with new windows whose appearance is based on that of the historic windows, depicted in historic photographs and on the historic drawings. The 1939 drawings show a mixture of steel and wood sash and wood transoms around the building. The new windows may be of aluminum and should match the proportions and details of their respective progenitors.
- B. The historic former Club Room along the south wall of the main floor shall be retained in its historic volume. Its historic fireplace, mantel and hearth, and plaster cove should be retained and repaired. The fireplace does not need to operate. Since the new Gallery will be slightly wider to the west than the Club Room footprint (and since the historic Check Room has been lost), the decorative plaster cove shall be continued around the west corner of the Gallery.
- C. The historic fireplace and mantel in the former Women's Lounge at the southwest corner (new Retail) shall be retained and repaired. The fireplace does not need to operate.
- D. The wall of stained wood cabinetry and doors on the north wall of the former Board Room shall be relocated elsewhere in the building. It shall operate and function as storage or be applied to a solid wall as a non-operational, decorative element.

## III. DURATION

This Agreement shall be effective for two years from the date of execution of this Agreement or until such time as all of its terms are satisfied, or it is amended or terminated and replaced. Prior to such time, the Owner may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owner shall notify the signatories as to the course of action it will pursue.

#### IV. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, the Owner shall consult with the Officer immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated encounter of human remains or burials, the Owner understands and agrees that it must immediately stop work within the area of encounter, consult with the Officer, and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

#### V. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, Owner 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 Owner's efforts to carry out the terms of this Agreement.

#### 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 Agreement are implemented, the Owner shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e.

- A. The Owner'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.

#### VII. 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.

#### VIII. 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.

#### IX. 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.

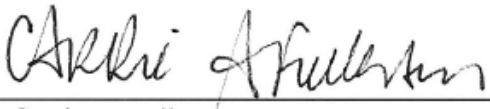
EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

**MEMORANDUM OF AGREEMENT AMONG  
ARLINGTON HEIGHTS PARK DISTRICT, THE ILLINOIS DEPARTMENT OF  
NATURAL RESOURCES,  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING REHABILITATION OF A RECREATION BUILDING, REPLACEMENT  
OF SWIMMING POOL, AND DEMOLITION OF A POOL HOUSE AT RECREATION  
PARK, 500 E. MINER ST., IN ARLINGTON HEIGHTS, ILLINOIS  
(SHPO LOG #009011124)**

**SIGNATORY**

**ARLINGTON HEIGHTS PARK DISTRICT (OWNER)**

By:  Date: 5/8/25  
Carrie A. Fullerton  
Executive Director

**MEMORANDUM OF AGREEMENT AMONG  
ARLINGTON HEIGHTS PARK DISTRICT, THE ILLINOIS DEPARTMENT OF  
NATURAL RESOURCES,  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING REHABILITATION OF A RECREATION BUILDING, REPLACEMENT  
OF SWIMMING POOL, AND DEMOLITION OF A POOL HOUSE AT RECREATION  
PARK, 500 E. MINER ST., IN ARLINGTON HEIGHTS, ILLINOIS  
(SHPO LOG #009011124)**

**SIGNATORY**

**ILLINOIS DEPARTMENT OF NATURAL RESOURCES (IDNR)**

Signature: Patrick L Davis Digitally signed by Patrick L Davis  
Date: 2025.05.30 14:24:33 -05'00' Date: \_\_\_\_\_

Name: Patrick L Davis

Title: Chief Accountability Officer

**MEMORANDUM OF AGREEMENT AMONG  
ARLINGTON HEIGHTS PARK DISTRICT, THE ILLINOIS DEPARTMENT OF  
NATURAL RESOURCES,  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING REHABILITATION OF A RECREATION BUILDING, REPLACEMENT  
OF SWIMMING POOL, AND DEMOLITION OF A POOL HOUSE AT RECREATION  
PARK, 500 E. MINER ST., IN ARLINGTON HEIGHTS, ILLINOIS  
(SHPO LOG #009011124)**

**SIGNATORY**

**ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)**

By: Carey L. Mayer Date: 5/19/2025  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources

**MEMORANDUM OF AGREEMENT AMONG  
ARLINGTON HEIGHTS PARK DISTRICT, THE ILLINOIS DEPARTMENT OF  
NATURAL RESOURCES,  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING REHABILITATION OF A RECREATION BUILDING, REPLACEMENT  
OF SWIMMING POOL, AND DEMOLITION OF A POOL HOUSE AT RECREATION  
PARK, 500 E. MINER ST., IN ARLINGTON HEIGHTS, ILLINOIS  
(SHPO LOG #009011124)**

**CONCURRING PARTY**

**ARLINGTON HEIGHTS HISTORICAL MUSEUM**

By:  Date: 5/13/25  
Courtney Olson  
Museum Director