

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF AURORA, ILLINOIS DEPARTMENT OF NATURAL RESOURCES,
ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE ILLINOIS STATE
HISTORIC PRESERVATION OFFICER
REGARDING 817 FOREST AVENUE IN AURORA, ILLINOIS
(SHPO LOG #010041024 & 014051724)**

WHEREAS, the City of Aurora (Agency) plans to undertake the demolition of 817 Forest Avenue (Building) as part of redevelopment of Garfield Park in Aurora (Project); and

WHEREAS, the project requires an 1) Open Space Lands Acquisition and Development Grant (OSLAD) (24-2473), a 2) Comprehensive Environmental Review (CERP) (2411721) from the Illinois Department of Natural Resources (IDNR), and 3) an Open Burning Permit from the Illinois Environmental Protection Agency for an 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 Agency has consulted with the Illinois State Historic Preservation Office (SHPO), a Division of the Illinois Department of Natural Resources (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 29, 2024, the Officer determined that the Building at 817 Forest Ave. in Aurora is eligible to be listed on the National Register of Historic Places (NRHP) under Criterion C for Architecture; and

WHEREAS, on July 8, 2024, the Agency reported to the Officer that the planned Undertaking includes a stormwater detention that can only be located at the Building site to adhere to a layout that provides a variety of recreational features and amenities desired by neighborhood residents, who do not have access to similar recreational features and amenities outside of the neighborhood; and

WHEREAS, the Officer has determined that the Undertaking will have an adverse effect on the Building that is eligible for the NRHP; and

NOW, THEREFORE, the Agency, IDNR, IEPA, 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 mitigate the adverse effects of this Undertaking to the NRHP-eligible properties.

STIPULATIONS

I. MITIGATION

- A. The Agency has on staff a historical contractor(s) (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 a the measures described below.
1. The Agency will document the home through extensive photo documentation and architectural narrative.
 2. The Agency will research a possible future project that includes interpretative plaques of the general history of Sears homes in Aurora. As this was not planned for in the budget of the current project and would require additional research, this would be a potential future project.
 3. Upon completion of draft photography, the Agency shall digitally submit the images and copies of field notes to the Officer for review.
 4. Upon Officer confirmation in writing that all of the photographs to complete the architectural narrative has been collected, the Project may commence.
 5. Upon completion of the architectural narrative, the Agency shall submit the following to the Officer:
 - a. One digital record (download, link, flash drive, CD, or DVD) with the complete photo documentation and architectural narrative.

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 Agency may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Agency shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, the Agency 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 Agency 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.

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, Agency 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

Agency'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 Agency 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 Agency'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.

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.

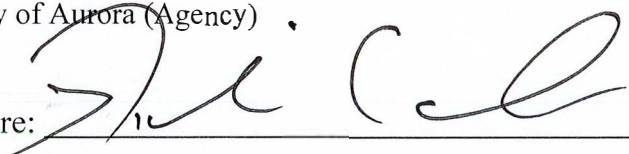
EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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SIGNATORY

The City of Aurora (Agency)

Signature:  Date: 8/28/24

Name: Richard C. Irvin

Title: Mayor

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROECTION AGENCY

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 9/9/2024
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources