

**MEMORANDUM OF AGREEMENT AMONG  
OTTO ENGINEERING, INC.,  
THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES OFFICE OF WATER  
RESOURCES AND  
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING DEMOLITION AND NEW CONSTRUCTION AT  
2 EAST MAIN STREET IN  
CARPENTERSVILLE, ILLINOIS  
(SHPO LOG #003022020)**

**WHEREAS**, OTTO Engineering, Inc., (Owner) plans to undertake the demolition of a portion of 2 East Main Street (Building) in Carpentersville, Kane County, IL, and construct a new building in its place; and

**WHEREAS**, the project requires a Floodway Construction Permit from the Illinois Department of Natural Resources (IDNR) Office of Water Resources (OWR), 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, a Division of IDNR, pursuant to the Act; and

**WHEREAS**, the Director of IDNR is the duly designated Illinois State Historic Preservation Officer (SHPO); and

**WHEREAS**, the Building contributes to the historic significance of the Dundee Township Historic District, which was listed on the National Register of Historic Places (NRHP) on March 7, 1975; (The Building is historically known as the Star Manufacturing Company, building number 61 in the NRHP nomination) and

**WHEREAS**, on June 2, 2020, the SHPO determined that the Undertaking will demolish a contributing portion of the Building and will have an adverse effect on the Building and on the historic district listed on the NRHP; and

**WHEREAS**, the SHPO has determined that the Owner's proposed new construction of a portion of the Building is compatible with and meets Standard 9 of the Secretary of the Interior's Standards for Rehabilitation; and

**NOW, THEREFORE**, the Owner, OWR, 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 Building as a result of this project.

**STIPULATIONS**

## I. MITIGATION

The Owner 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](https://www.nps.gov/history/local-law/arch_stnds_9.htm)) to complete the measures described below. Prior to the expiration of the Agreement, the Owner will ensure that the following mitigation and Historic American Building Survey (HABS) recordation (see: <https://www.nps.gov/hdp/standards/index.htm>) is completed by the Contractor. 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 Building. 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 (such as the Building's structure), 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 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 contributing portion of the Building subject to the Undertaking may commence.

2. Recordation components shall consist of the following items.
  - a. Sketch plans, as defined by HABS and digitally drawn, of the Building in its current condition printed drawing-size on vellum with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier).
  - 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 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 HABS 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 HABS 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 and/or historic drawings. Any original and/or historic drawings of the Building scanned at a minimum of 400 dpi, dropped full-size onto HABS title blocks, and printed on vellum with either a large-format inkjet printer using a HABS-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 HABS 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 the 95% draft of the items in I.A.2.a through g to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor will 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, 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 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 terminate if its stipulations are not carried out within two (2) years from the date of its execution. 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.

## III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the Owner 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 Owner understands and agrees that it must immediately stop work within the area of discovery, consult with the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human skeletal remains shall be disturbed without a permit issued by IDNR.

## IV. MONITORING AND REPORTING

Each six (6) months following the execution of this Agreement until it expires or is terminated, the 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 the Owner'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 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.

#### 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 and the implementation of its terms evidences that the Owner and OWR have afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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**SIGNATORY**

OTTO ENGINEERING, INC. (Owner)

Signature: Tom Roeser Date: 8/17/20  
Name: Tom Roeser  
Title: PRESIDENT

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**SIGNATORY**

ILLINOIS DEPUTY HISTORIC PRESERVATION OFFICER

By:  Date: August 3, 2020  
Robert Appleman, Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources

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**SIGNATORY**

OFFICE OF WATER RESOURCES, ILLINOIS DEPARTMENT OF NATURAL  
RESOURCES

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

8-14-20

Name: \_\_\_\_\_

Loren A. Wobig

Title: \_\_\_\_\_

IDNR, Office of Water Resources Director