

**MEMORANDUM OF AGREEMENT BETWEEN
THE VILLAGE OF ELMWOOD PARK,
THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE ACQUISITION AND DEMOLITION OF NEW HORIZON
CHURCH AND NEW CONSTRUCTION OF
A PARK AT 7810 ELMGROVE DR.
ELMWOOD PARK, ILLINOIS (SHPO LOG #020121219)**

WHEREAS, the Village of Elmwood Park (“Owner”) plans to undertake the acquisition and demolition of New Horizon Church (“Building”) and construct a new park at 7810 Elmgrove Dr. in Elmwood Park, IL; and

WHEREAS, the project involves a Land and Water Conservation Grant from the Illinois Department of Natural Resources (“IDNR”). The Grant was funded in its entirety by The National Park Service Land and Water Conservation Fund making the project 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 Owner has consulted with the Illinois State Historic Preservation Office (“Office”), a Division of the Illinois Department of Natural Resources (“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, the SHPO has determined that the Undertaking will have an adverse effect on the Building that is eligible for the National Register of Historic Places (“NRHP”); and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the Owner 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).

NOW, THEREFORE, the Owner, IDNR, 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 NRHP-eligible properties.

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) 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 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 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 Buildings may commence.

2. Recordation components shall consist of the following items.

- a. Sketch plans/elevations, as defined by HABS and digitally drawn, of the Building in the current condition printed drawing-size on archivable acid-free stable sheets 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 National Parks Service (“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 is 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 and mail a hardcopy of 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 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, 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.

B. Additional Mitigation

Upon completion of I.A.1.a, b, and c, and submission by the Contractor of the images and copies of field notes to the SHPO, SHPO confirmation in writing that all of the information necessary to complete HABS recordation has been collected, and before demolition, the Owner will salvage historic church pews and stained-glass windows from the Building and transfer them to the ownership of the former owner, New Horizon Church. New Horizon Church will consult with the SHPO in the reuse or disposition of these historic resources.

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 are 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, and consult with the SHPO.

IV. 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 and the ACHP 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.

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:

- A. Forward all documentation relevant to the dispute, including the Owner's proposed resolution, to the ACHP. The ACHP shall provide [Agency/Owner] 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, Owner 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. Owner 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, Owner may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Owner 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. 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.

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, then 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 Owner 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 Owner 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 Owner must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

EXECUTION of this Agreement by the Owner, IDNR, and the SHPO and the implementation of its terms evidence that the Owner, IDNR, and SHPO 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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ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE ACQUISITION AND DEMOLITION OF NEW HORIZON
CHURCH AND NEW CONSTRUCTION OF
A PARK AT 7810 ELMGROVE DR.
ELMWOOD PARK, ILLINOIS (SHPO LOG #020121219)**

SIGNATORY

VILLAGE OF ELMWOOD PARK (OWNER)

Signature: Paul A. Volpe Date: 9-2-2020

Name: PAUL A. VOLPE

Title: VILLAGE MANAGER

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By:  Date: October 5, 2020
Robert Appleman, Deputy State Historic Preservation Officer
Illinois Department of Natural Resources