

**MEMORANDUM OF AGREEMENT AMONG
THE VILLAGE OF HINSDALE, THE ILLINOIS DEPARTMENT OF
TRANSPORTATION, THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY,
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING ROAD AND WATERMAIN IMPROVEMENTS ON SIXTH ST.,
BETWEEN GARFIELD ST. AND COUNTY LINE RD., IN HINSDALE, ILLINOIS**

WHEREAS, the Village of Hinsdale (Village), in conjunction with the Illinois Department of Transportation (IDOT) (Agency), plan to undertake road improvements and watermain replacement on Sixth St., between Garfield St. and County Line Rd. (Road) in Hinsdale, Illinois (Project); and

WHEREAS, the Project is being funded by IDOT (IDOT Sequence #25570, 25570A) with state Motor Fuel Tax funds, as well as require a Public Water Supply (PWS) permit (2024-0614) from the Illinois Environmental Protection Agency (IEPA), 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, the Project area is within the Robbins Park Historic District (District), which is listed in the National Register of Historic Places (NRHP); and

WHEREAS because of extensive utility work for this undertaking, complete reconstruction of the brick roadway surface will be required; and

WHEREAS, on November 30, 2023, the Officer determined that the Undertaking poses an adverse effect to the road that is a contributing feature of the District; and

WHEREAS, on November 30, 2023, the Officer determined that no significant archaeological resources are located within the proposed project area; and

WHEREAS, on December 12, 2023, the Village determined that replacing the Road with a similar brick surface exceeds Village resources; and

WHEREAS, on September 6, 2024, the Village selected an elected trustee as a consulting party to the Agreement; and

NOW, THEREFORE, the Agency, IEPA, and the Officer 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 District properties.

STIPULATIONS

I. Mitigation

- A. The Village shall (1) collect professional digital photography of the existing historic road, in context with surrounding buildings, and (2) collect historic photographs of the existing road, (3) digitize the historic photographs, and (4) provide all digital photography stipulated in I. to the Officer for display on the SHPO website. Upon approval of the photographic images by the Officer, the Village may proceed with the Project.
- B. The Village shall utilize salvageable original bricks from the Project area and reuse said bricks with other historic bricks at the Sixth Street corridor entrances at Garfield Street and County Line Road, all intersections, and all crosswalks within the Project area.
- C. The Village shall select and store any salvageable original bricks from the Project area for future Village use as needed.
- D. The Village shall arrange for the design of interpretive panels, to be placed at the two corridor entrances. The Village shall send draft design plans for the panels to the Officer for approval before beginning fabrication.

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 VILLAGE OF HINSDALE

Signature:  Date: November 18, 2024


Name: Kathleen A. Gargano

Title: Village Manager

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SIGNATORY

THE ILLINOIS DEPARTMENT OF TRANSPORTATION

Signature:  IR Date: 11/20/2024
Name: Jose Rios
Title: Region One Engineer

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 1/9/2025
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources