

**MEMORANDUM OF AGREEMENT AMONG
DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY,
NORTH CENTRAL COLLEGE, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE REPLACEMENT OF WINDOWS OF THE
OESTERLE LIBRARY IN NAPERVILLE, ILLINOIS
(SHPO LOG #007053119)**

WHEREAS, North Central College (Owner) undertook a project that demolished and replaced the existing historic windows -at the Oesterle Library at 320 East School Street (Building) in Naperville, DuPage County, IL; and

WHEREAS, the project received funding through a grant from the Illinois Department of Commerce and Economic Opportunity (DCEO), 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 Illinois State Historic Preservation Office currently resides within the Illinois Department of Natural Resources (IDNR), and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, the Owner and DCEO have consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR); and

WHEREAS, on October 31, 2012, the Oesterle Library at 320 East School Street was listed in the National Register of Historic Places (NRHP) as a contributing building to the Naperville Historic District; and

WHEREAS, the Owner, as a part of the Undertaking, demolished seventy-one (71) historic windows throughout the Building and installed new windows that do not match the visual qualities of the historic windows; and

WHEREAS, on June 17, 2019, the SHPO determined that the Undertaking had an adverse effect on the Building, which is a contributing building to the Naperville Historic District; and

WHEREAS, the Undertaking was completed before it was submitted to the SHPO for review under the Act, making consultation to avoid the adverse effect as required by the Act, impossible; and

WHEREAS, the SHPO accepts that mitigating the adverse effect after the completion of the Undertaking by implementing this Memorandum of Agreement (Agreement) will substitute as compliance with the Act; and

WHEREAS, City of Naperville, Naper Settlement the Naperville Historic Preservation Commission, and Naperville Preservation, Inc. were invited by DCEO to consult on mitigation

for this Undertaking and have agreed to be a Concurring Party to this Agreement; and

NOW, THEREFORE, the Owner, DCEO, and the SHPO (Signatories) agree to the following stipulations in this Agreement in order to mitigate the adverse effects of this Undertaking to the Building.

STIPULATIONS

I. MITIGATION

Where applicable, 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 (that apply) described below. Prior to the expiration of the Agreement, the Owner will ensure the completion of the following mitigation:

- A. Adherence to the *Proposed Mitigation Plan for the Oesterle Library Project at North Central College* (Attachment) as specified in Stipulations, I. Mitigation B – E.
- B. Institutional Historic Preservation Evaluation Process: In response to the adverse effect of the Oesterle Library renovation and as an important exercise to ensure that such a situation does not occur in the future, the Owner conducted a review of its processes related to renovations and new construction. As a result, the Owner -will identify 19th and 20th Century buildings on its campus and, in the future, consult with local preservation organizations (e.g., Naper Settlement, Naperville Preservation, Inc.) prior to renovating these buildings. The College will also consult with architectural and preservation experts, including where required, SHPO, on renovation to other historic architecture on campus.
- C. Exhibit on Local Mid-Century Architecture: In collaboration with Naper Settlement and Naperville Preservation, Inc., Owner- will host an exhibit in one of its art galleries that features Mid-Century architecture. Open to the public, the exhibit will educate the campus and the broader Naperville community about the significance of Mid-Century architecture, particularly structures in the area. The Owner -will plan an opening reception for the exhibit that includes a guest speaker or talk from a featured architectural or historic expert. The Owner will fund the cost of developing and hosting the exhibit, including the opening reception, within the same reasonable budgetary parameters used for other presented fine arts shows hosted on campus.
- D. Trolley Tour of Local Mid-Century Architecture: In collaboration with Naper Settlement and Naperville Preservation, Inc., the Owner will help sponsor a trolley tour of Mid-Century Naperville homes and structures. Naper Settlement already offers a trolley tour of Mid-Century architecture in the community that has been popular among residents, so the Owner- will coordinate dates of the Mid-Century gallery exhibit with one of these scheduled tours. Like the exhibit described in I C above, the trolley tour will serve as a means to educate the local community about the

significance of Mid-Century architecture throughout the area. The Owner will also develop a self-guided walking map of historic campus buildings that residents can couple with the trolley tour or choose to tour at their leisure.

- E. Reference Guide for Historic Preservation: In collaboration with the City of Naperville, and the community historic preservation resources, the Owner will develop a more comprehensive reference guide for Naperville residents and businesses. This guide will help members of the community better understand and navigate historic preservation regulations that exist at all levels of government, including City, State, and Federal. In addition, the guide will include contact information for preservation agencies and their tax incentive programs. The purpose of this component of the mitigation plan is to present preservation as an asset to the community and to clarify the layers of government regulations. The reference guide will also raise awareness of the District's inclusion in the National Register of Historic Places, particularly local structures of Mid-Century design. A communication plan outlining public dissemination of the reference guide will be developed collaboratively as well. A guide will be publicly available through the City of Naperville's website and will be distributed as part of the local Certificate of Appropriateness application process, when applicable.

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, DCEO and/or 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.

IX. EFFECTIVE DATE

This Agreement is effective on the date signed by the Owner.

EXECUTION of this Agreement and the implementation of its terms evidences that the Owner and DCEO have afforded the SHPO an opportunity to comment on the effects of the Undertaking.

[Signature Pages to follow]

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(SHPO LOG #007053119)

SIGNATORY

NORTH CENTRAL COLLEGE (Owner)

Signature: M y M Skerik Date: February 21, 2020

Name: Maryellen Skerik

Title: Vice President for Finance

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SIGNATORY

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO)

Signature: Erin Guthrie Date: 3/3/20

Name: Erin Guthrie

Title: Director

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SIGNATORY

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By:



Date:

2-18-20

Colleen Callahan, Director and State Historic Preservation Officer
Illinois Department of Natural Resources

APPROVED FOR EXECUTION

Date: 2-6-2020

Legal Counsel:



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CONCURRING PARTY

CITY OF NAPERVILLE

Signature: *G. Mattingly* Date: 2/24/20
Name: Gabrielle Mattingly
Title: community planner

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CONCURRING PARTY

NAPER SETTLEMENT

Signature: M. D. Calabrese Date: 2/27/20
Name: Hocarsna (Pere) Tamayo-Colabrese
Title: President & CEO

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CONCURRING PARTY

NAPERVILLE HISTORIC PRESERVATION COMMISSION

Signature:  Date: 2.26.2020

Name: KEVIN S. PETERSON

Title: PRES. K. PETERSON ASSOC. ARCHITECTS,
CHAIR HISTORIC PRESERVATION COMMISSION

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CONCURRING PARTY

NAPERVILLE PRESERVATION, INC.

Signature: _____

Date: _____

Name: _____

Title: _____