

**MEMORANDUM OF AGREEMENT AMONG
OAK PARK AND RIVER FOREST SCHOOL DISTRICT 200,
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING PROJECT DESCRIPTION AT 201 N. SCOVILLE AVE. IN OAK PARK,
ILLINOIS
(SHPO LOG #024102925)**

WHEREAS, the Oak Park and River Forest School District 200 (Owner) has undertaken installation of a geothermal unit and demolition of a gymnasium (known as the Girls' Gymnasium (Gym) (Project); and

WHEREAS, the project requires funding 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 Owner 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, due to timing of DCEO grant funding, the Project began before consultation with the SHPO; and

WHEREAS, on October 29, 2025, the Officer has determined that no historic archaeological properties will be/were affected by the undertaking; and

WHEREAS, on November 13, 2025, the Officer determined that the Oak Park and River Forest High School (School) Gym contributes to the historic character and significance of the School and was listed as a contributing structure within the Frank Lloyd Wright Prairie School of Architecture Historic District (Historic District), re-listed to the National Register of Historic Places on May 22, 2009, with a period of significance of 1860 through 1941; and

WHEREAS, the Officer has determined that the Undertaking constitutes an adverse effect on the Gym, the School, and the Historic District; and

NOW, THEREFORE, the Owner, 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 (HIBS)

- A. 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 a Level II Historic Illinois Buildings Survey (HIBS) according to the measures described below.
1. The Owner will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation.
 2. The recordation must follow the HIBS guidelines established by the Officer, according to the specifications listed in Attachment A.
 3. The Contractor must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
 4. As the Project has been initiated, the HIBS shall include historic photographs, images, and/or drawings of the School.
 5. The Officer may approve alterations to the format and/or requirements of the HIBS, depending on the circumstances of the project.
 6. The Contractor shall prepare and email a 95% draft of the HIBS recordation in .pdf format to the Officer for review and comment.
 7. When the Officer accepts the 95% draft submission, in writing, the Contractor shall incorporate into the recordation any comments that the Officer provides and complete the final documentation.
 8. Upon completion of the final documentation, the Agency and/or Contractor shall submit the following to the Officer:
 - a. One archival clamshell of sufficient size to encapsulate the HIBS recordation.
 - b. One copy of the HIBS recordation, on archival materials, according to HIBS specifications for deposit in the Abraham Lincoln Presidential Library and Museum.
 - c. One digital record (download, link, flash drive, CD, or DVD) with the complete HIBS recordation for posting on the SHPO website.

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 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 ENCOUNTERS

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

- A. The 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, 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.

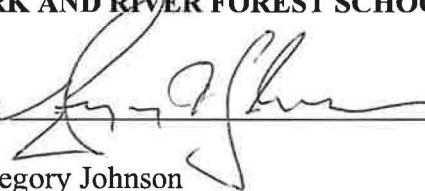
EXECUTION of this Agreement by signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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SIGNATORY

OAK PARK AND RIVER FOREST SCHOOL DISTRICT 200 (OWNER)

Signature:  Date: 12.18.25

Name: Gregory Johnson

Title: Superintendent

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SIGNATORY

**ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY
(DCEO)**

Signature:  By  Date: 12/31/2025
Garrett C. Carter
General Counsel

Name: Kristin A. Richards

Title: Director

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 1/30/2026
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources