
MEMORANDUM OF AGREEMENT AMONG

**SERTOMA CENTRE, INC.; THE COOK COUNTY
BUREAU OF ECONOMIC DEVELOPMENT, ACTING BY AND THROUGH THE
COOK COUNTY DEPARTMENT OF PLANNING AND DEVELOPMENT; AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND NEW CONSTRUCTION AT
OF 14205 UNION STREET IN ORLAND PARK, ILLINOIS
(SHPO LOG #019092018)**

WHEREAS, Sertoma Centre, Inc., directly or through an affiliate, (Owner) plans to demolish the funeral home and residence at 14205 Union Street in Orland Park, Cook County, IL, (Building) and construct a new development on the site; and

WHEREAS, the project involves HOME funds from the U.S. Department of Housing and Urban Development (HUD), which makes 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, HUD has designated the Cook County Bureau of Economic Development, acting by and through Cook County Department of Planning and Development (County), as its designee in implementing the Section 106 consultation process within Cook County and outside of the City of Chicago; and

WHEREAS, the Owner has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (DNR), pursuant to the Act; and

WHEREAS, the Office currently resides within DNR, and the Director of DNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, on December 12, 2018 the SHPO determined that Building is eligible for listing on the National Register of Historic Places (NRHP) under criteria A and C at the local level of significance; and

WHEREAS, the SHPO has determined that the Undertaking will have an adverse effect on the Building that is eligible for listing on the NRHP; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), on May 15, 2019 the County 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, County, and SHPO agree and the Authority concurs that the Undertaking shall be implemented in accordance with the following stipulations in order to mitigate the adverse effects of this Undertaking to the NRHP eligible property as a result of this Undertaking.

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 61) to complete the mitigation measures described below. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation

Prior to the completion of the construction of the new building, the Owner will ensure that the following HABS recordation (see: <https://www.nps.gov/hdp/standards/index.htm>) of the Building is carried out and completed by the Contractor:

1. Sketch plans, drawn in digital format, of the building in its current condition 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)
2. Black-and-white film photography of the Building site, its elevations, distinctive exterior and interior architectural features, and primary interior spaces. Photos must be taken using 4" x 5" negatives, processed according to HABS guidelines, with in-camera perspective correction (as needed). Prints must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed according to HABS guidelines.
3. Written historic narrative, including its role as a funeral home for Orland Park since 1932, 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
4. If they exist: 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)
5. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
6. Historic images of the Building printed in accordance with HABS guidelines on archival paper.
7. Archival CD/DVD with electronic files of above materials

The Contractor shall submit draft digital images of the same or very similar views that are proposed for HABS photography must be submitted to the SHPO for comment. View selection and quantity of images shall be done in consultation with the SHPO. Upon written concurrence by the SHPO of the selected draft views, the Contractor may proceed with taking the photography as outlined in I.A.2.

Upon completion of the fieldwork and the taking of the HABS photos 1.A.2, 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 data necessary to complete HABS recordation has been collected from the Building, the demolition of the Building may commence.

The Contractor shall submit 95% recordation draft in writing to the SHPO for review and comment. When the SHPO accepts in writing the 95% submission, the Owner and the Contractor will complete the final documentation as directed above. Upon completion of the final documentation, the Contractor will submit the following to the SHPO:

1. One (1) HABS recordation package containing 1, 2, 3, 4 (if extant), 5, 6, and 7 of the above list
2. One (1) recordation package containing 1, 3, 4 (if extant), 6, and 7 of the above list and 8" x 10" images of the HABS photographs digitally printed on archivally stable photographic paper

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 will be null and void 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 V 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 and consult with the SHPO.

IV. 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.

V. 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.

VI. TERMINATION

If any signatory to this agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulations IV and V above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the agreement upon written notification to the other signatories and concurring signatories.

EXECUTION of this Memorandum of Agreement and implementation of its terms evidences that the Owner and the County have afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

**SERTOMA CENTRE, INC.; THE COOK COUNTY
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INVITED SIGNATORY

Sertoma Centre, Inc. (Owner)

Signature:  Date: 7-10-19

Gus van den Brink, Executive Director
Sertoma Centre, Inc.

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SIGNATORY

Cook County Department of Planning and Development (County)

Signature: *Susan M Campbell* Date: 7/3/19

Susan M. Campbell, Director
Cook County Department of Planning and Development

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SIGNATORY

Illinois State Historic Preservation Officer

By: Colleen Callahan Date: 7-11-19
Colleen Callahan, Director and State Historic Preservation Officer
Illinois Department of Natural Resources

APPROVED FOR EXECUTION

Date: 7/10/19
Legal Counsel: [Signature]