

MEMORANDUM OF AGREEMENT AMONG
THE FOREST PRESERVE DISTRICT OF COOK COUNTY,
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND NEW CONSTRUCTION OF
A CULVERT AND TWO HEADWALLS AT
DEER GROVE FOREST PRESERVE, NORTH DRIVE, NORTH OF DUNDEE RD, WEST
OF QUENTIN RD, COOK COUNTY, ILLINOIS
(SHPO LOG # 005041922)

WHEREAS, the Forest Preserve District of Cook County (Owner) plans to undertake the demolition of an existing stone arch culvert and associated stone headwalls and construction of a new concrete culvert and two new concrete headwalls at Deer Grove Forest Preserve (DGFP), North Drive, North of Dundee Road, West of Quentin Road, Cook County, Illinois (42.149021°, -88.071525°); and

WHEREAS, the project requires a National Pollutant Discharge Elimination System (NPDES) permit 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 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, on 12 May 2022, the SHPO determined that DGFP, North of Dundee Road, West of Quentin Road, Cook County, Illinois is eligible for listing on the National Register of Historic Places (NRHP), and the stone arch culvert located on the North Drive within DGFP is “individually significant as well as significant to the DGFP”; and

WHEREAS, the SHPO has determined that the Undertaking will have an adverse effect on the culvert that is eligible for the NRHP.

NOW, THEREFORE, the Owner, IEPA, 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. The Owner will ensure that the following recordation items are completed by the Contractor. The recordation items will follow the proposal prepared by the Illinois State Archeological Survey (ISAS) on 21 July 2022, which was approved by the Illinois State Historic Preservation Office on 27 July 2022. 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

- a. The Contractor shall take site, exterior, and detail digital images of the culvert.
- b. The Contractor shall submit draft digital images 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, and distinctive exterior architectural features. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final photography.
- c. Upon completion of I.A.1.a, and b, 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 recordation has been collected, the demolition of the culvert may commence.

2. Recordation components shall consist of the following items, as outlined in the "Historic Records and Archival Research" section of the ISAS proposal approved by SHPO on 27 July 2022. These items will be compiled into a Report by ISAS for submission to SHPO.

- a. Historic Architectural Plans. Historic Arch Type Culvert plans (from the Forest Preserves of Cook County archives) will be included in the Report. The plans will detail the dimensions, materials, and other requirements used in the construction of the arch culvert and stone headwalls.
- b. Digital Photography. The Report will include the photographs taken in accordance with section I.A.1.
- c. Narrative and description. The Report will include brief documentation of the history and origins of DGFP. Existing

archive documents will be used where possible to compile descriptions. This information will be utilized to complete the items described in section I. B. Additional Mitigations below.

3. Draft submission. The Contractor shall email the 95% draft of the items in I.A.2.a through c in .pdf format 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) recordation package containing items I.A.2.a, b and c in an archival clamshell.
 - b. Digital versions of items I.A.2.a, b, and c uploaded to the State of Illinois file transfer site:
<https://filet.illinois.gov/filet/pimupload.asp> with
“SHPO.review@illinois.gov” as the recipient.

Upon final approval, the SHPO will deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois and display the recordation package on the SHPO website.

B. Additional Mitigation

1. Interpretive Signage and Repurposing of Architectural Materials: As an additional mitigation effort, the Owner has agreed to create an interpretive sign in DGFP in a location more accessible to pedestrian traffic. The selected location will be adjacent to an existing stone arch culvert of similar architecture (Coordinates 42.1428803,-88.0790931). Additionally, a few stones from the removed culvert may be repurposed into a display adjacent to the interpretive sign to demonstrate the masonry construction methods used. The interpretive signage will display information gathered from the recordation documents compiled as described in section I. A., potentially including:
 - a. Archive plans and drawings
 - b. Historic significance of the culvert and where examples of similar design can be viewed elsewhere in DGFP
 - c. Individuals who came together to design the original landscape
 - d. Significance of DGFP as the first parcel of the Forest Preserves of Cook County
 - e. Designation of Deer Grove West Woodland and Wetland as an Illinois Nature Preserve
2. Timeline for completion and installation of the sign: Approximately 12

months.

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 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 year following the execution of this Agreement until it expires or is terminated, 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 3420/4(e).

- A. 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.

Once this Agreement is terminated, and prior to work continuing on the Undertaking, 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 Advisory Council on Historic Preservation 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.

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

[Signature Pages to follow]

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(SHPO LOG #005041922)

SIGNATORY

FOREST PRESERVE DISTRICT OF COOK COUNTY (OWNER)

Signature: Chris Slattery Date: 9/9/2022

Name: Chris Slattery

Title: Director of Planning & Development

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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 (SHPO)

By: Carey L. Mayer Date: 09/09/2022
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources