



**DEPARTMENT OF THE AIR FORCE
HEADQUARTERS 375TH AIR MOBILITY WING (AMC)
SCOTT AIR FORCE BASE ILLINOIS**

**MEMORANDUM OF AGREEMENT
BETWEEN
THE DEPARTMENT OF THE AIR FORCE, SCOTT AIR FORCE BASE, ILLINOIS
AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
FOR
THE DEMOLITION OF CHAPEL 2 AT SCOTT AIR FORCE BASE, ILLINOIS
HAER NO. IL-1196-C**

WHEREAS, the Department of the Air Force (DAF), Scott Air Force Base (SAFB), Illinois, plans to demolish Chapel 2, also referred to as Building 5713, at SAFB (undertaking); and

WHEREAS, SAFB determined the undertaking is subject to review under Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, at Title 54 of the *United States Code* (U.S.C.) § 306108, and its implementing regulations, *Protection of Historic Properties* (in Title 36 of the *Code of Federal Regulations* [CFR] Part 800) (Act); and

WHEREAS, the DAF has defined the undertaking's Area of Potential Effects (APE) as the footprint of Chapel 2, a 12,348 square foot (SF) facility which is vacant and beyond economical repair, and 44,950 SF of surrounding asphalt/concrete parking lot, roads, and sidewalks (Attachment A); and

WHEREAS, the DAF 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, the DAF has determined the undertaking will have an adverse effect on Chapel 2, which is eligible for listing on the National Register of Historic Places (NRHP) under Criterion C as individually eligible, and has consulted with the SHPO, pursuant to 36 CFR Part 800; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the DAF has 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), and

NOW, THEREFORE, the DAF and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations to take into account the adverse effect of the undertaking on historic properties.

STIPULATIONS

The DAF, through SAFB, shall ensure the following measures are carried out. All documentation will first be screened by SAFB Security Personnel, and any sensitive information will not be

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publicly released if doing so would create an unreasonable security risk or violate any Federal security law or regulation. Classified or national security sensitive information, if any, regarding building design and/or function shall not be posted, in violation of Federal law. Any information provided is subject to future removal if valid Federal security laws or regulations change and such law or regulation prohibits such posting:

I. HISTORIC AMERICAN BUILDING SURVEY

The DAF shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61) to complete the measures described below. The DAF will ensure that the following stipulations are completed by the Contractor. The recordation must follow the Historic American Buildings Survey/Historic American Engineering Record/Historic American Landscapes Survey (HABS/HAER/HALS) guidelines established by the Heritage Documents Programs division (HDP) of the National Park Service (NPS). The Contractor must consult with the NPS and SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation – Level III HAER documentation

1. Fieldwork: Site Visit, Photography, Measurements

- a. The Contractor shall take site, interior, exterior, and detail digital images of Chapel 2. These photos should be used for reference in developing the architectural description outlined in I.A.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.A.2.a.
- b. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HAER photography to the NPS and SHPO for comment. Selection of view and quantity of images shall be done in consultation with SAFB, SHPO, and NPS. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Upon SAFB, SHPO, and NPS concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HAER photography as outlined in I.A.1.c.
- c. Final HAER photographs must be taken by a professional photographer and must include all the views agreed to in I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS/HAER/HALS guidelines, with in-camera perspective correction (as needed).
- d. Upon completion of I.A.1.a, b, and c, the Contractor shall digitally submit the images and copies of field notes to SAFB, SHPO, and NPS for review and comment. Upon SHPO confirmation in writing that all the information necessary to complete HAER

recording has been collected, the demolition of Chapel 2 may commence.

2. Recording components shall consist of the following items.
 - a. Sketch plans/elevations, as defined by HABS/HAER/HALS guidelines (i.e. location map, site plan, key to photographs). The sketch plans will be included as figures at the end of the relevant report(s) and printed in accordance with HDP Transmittal Guidelines.
 - b. HAER photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS/HAER/HALS guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by HDP staff. Final recording package must contain the photo prints, original negatives, and a contact sheet, per HABS/HAER/HALS standards.
 - c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by HDP staff.
 - d. Narrative and description. A written historic narrative and an architectural description of Chapel 2 using HAER-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
 - e. Original and/or historic drawings. Any original and/or historic drawings of Chapel 2 scanned at a minimum of 400 pixels per inch (ppi) and dropped full-size onto HAER title blocks. Verify that the original/historic plans can be reproduced in accordance with the U.S. Copyright Act, as amended. The finished sheets will be printed on vellum in accordance with HDP's Transmittal Guidelines. The Contractor must consult with SAFB, SHPO, and NPS to determine which extant plans warrant scanning and inclusion in the recording package.
 - f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
 - g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS/HAER/HALS guidelines. The Contractor must consult with SAFB, SHPO, and NPS to determine which historic images and maps warrant inclusion in the recording package.
 - h. Copyright release form. Photographic copies and images that appear as figures within a historical report must be copyright free and a release form provided as part of the documentation

package. Digital versions of items I.A.2.a through I.A.2.h will be shared via digital transfer.

3. Draft submission. The Contractor shall email of the 95% draft of the items in I.A.2.a through h in .pdf format to SAFB, SHPO, and NPS for review and comment. When SAFB, SHPO, and NPS accept in writing the 95% draft submission, the Contractor shall incorporate into the recordation any comments that SAFB, SHPO, and NPS 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 SAFB, SHPO:
 - a. One (1) HAER recordation package containing items I.A.2.a, b, c, d, e, f, g, h and i.
 - b. One (1) recordation package containing items I.A.2.a, c, d, e, g, h and i in an archival clamshell.
5. Digital versions of items I.A.2.a, b, c, d, e, g, and h uploaded to the State of Illinois file transfer site with “SHPO.review@illinois.gov” as the recipient.
6. Upon final approval, the SHPO or contractor will directly submit the HAER recordation package to NPS-MWR (Omaha) prior to the HDP 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 Memorandum of Agreement (MOA) will expire if its terms are not carried out within five (5) years from the date of its execution and will be considered completed when the stipulated products have been received and accepted by SAFB, SHPO, and NPS. Prior to such time, the DAF may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

III. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, the DAF shall provide SHPO 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 DAF’s efforts to carry out the terms of this MOA.

IV. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the DAF shall consult with the SHPO to resolve the objection. If the signatories cannot agree regarding a dispute, the

signatories shall

- A. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the signatories and the DAF's proposed resolution, to the ACHP. The ACHP shall provide the DAF with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the DAF shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The DAF will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day-time period, the DAF may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the DAF shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA and provide them and the ACHP with a copy of such written response.
- C. The DAF's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

V. AMENDMENTS

This MOA 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 MOA 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 Stipulation V. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once this MOA is terminated, and prior to work continuing the undertaking, the DAF must either (a) execute a MOA pursuant to 36 CFR § 800.6 or (b) request, consider, and respond to the comments of the ACHP under 36 CFR § 800.7. The DAF shall notify the signatories as to the course of action it will pursue.

VII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This MOA may be executed in counterparts, each of which shall be considered an original and together shall be one and the same MOA. A facsimile or .pdf copy of this

MOA and any signatures thereon will be considered for all purposes as an original.

VIII. ANTI-DEFICIENCY ACT

All requirements set forth in this MOA requiring expenditure of DAF funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. § 1341). The terms of this MOA will not require, or be interpreted to require, a commitment to expend funds not obligated for a particular purpose.

If the DAF cannot perform certain obligations set forth in the MOA due to the unavailability of funds, the DAF and SHPO will strive for the remainder of the agreement to be executed. In the event that any obligation under the MOA cannot be performed due to the unavailability of funds, the DAF agrees to utilize its best efforts to renegotiate the funding provision, and it may initiate consultation to develop a related amendment to this MOA.


EXECUTION of this MOA by the DAF and SHPO and the implementation of its terms evidence that the DAF has considered the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

[Signature Pages to follow]

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AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF CHAPEL 2 AT SCOTT AIR FORCE BASE,
ILLINOIS**

SIGNATORY

Department of the Air Force

Signature: POOLE.JOHN.DAVID.1136186651  Digitally signed by
POOLE.JOHN.DAVID.1136186651
Date: 2024.01.19 13:02:17 -06'00' Date: 19 Jan 2024

Name: Colonel John D. Poole, USAF

Title: Commander, 375th Air Mobility Wing
Scott Air Force Base, Illinois

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 3/11/2024
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources