

**MEMORANDUM OF AGREEMENT AMONG
TINLEY PARK-PARK DISTRICT, ILLINOIS DEPARTMENT OF COMMERCE &
ECONOMIC OPPORTUNITY, AND THE ILLINOIS STATE HISTORIC
PRESERVATION OFFICER
REGARDING DEMOLITION OF THE TINLEY PARK MENTAL HEALTH CENTER
AND THE HOWE DEVELOPMENTAL CENTER AT
7400 183RD ST. IN TINLEY PARK, ILLINOIS
(SHPO LOG #003111723)**

WHEREAS, Tinley Park-Park District (Owner) plans to undertake the demolition of Tinley Park Mental Health Center (TPMHC) and Howe Developmental Center at 7400 183rd St. in Tinley Park, IL, (together Buildings) and conduct environmental remediation of the 280 acres which includes environmental hazards associated with former site operations and facilities remaining from the previous landowner (State of Illinois). Work will include but not limited to site testing to develop a Site Remediation Plan with the IEPA, land clearing for all phases, legal and consultation services associated with the entire remediation process, project management, site security, bidding costs, environmental hazard removal and site restoration, and building/structure demolition; and

WHEREAS, the project requires funding from the Illinois Department of Commerce & 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 (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 (Officer); and

WHEREAS, on December 19, 2023, the Officer determined that the Tinley Park Mental Health Center (TPMHC) is eligible to be listed on the National Register of Historic Places (NRHP); and

WHEREAS, The Tinley Park Mental Health Center was designed by Skidmore, Owings & Merrill; Spruce Hall, Maple Hall and Oak Hall are rare examples of high-quality Mid-Century institutional architecture. TPMHC is eligible for listing on the NRHP for Criterion A, for Health/Medicine (date of construction to 1973), and for Criterion C, for Architecture (date of construction), both at statewide level of significance.

WHEREAS, the Officer has determined that the Undertaking will have an adverse effect on the Buildings that are eligible for the NRHP; and

NOW, THEREFORE, the Owner, DCEO, and the Officer agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement

(Agreement) to mitigate the adverse effects of this Undertaking to the NRHP-eligible properties/resources.

STIPULATIONS

I. MITIGATION

The Owner shall ensure that the following mitigation is carried out according to mutual consultation between the Owner, Officer, and DCEO:

- A. Following project site environmental cleanup and remediation, the Owner, Officer, and DCEO shall consult to agree that certain activities and work products (Mitigation), that are proportional to the Undertaking, that advance historic preservation and/or conservation inclusive development at the project site, are feasible measures to satisfy the requirements of consultation and Mitigation under the Act.
- B. Following the agreement resulting from the consultation described in I.A., the Owner shall provide a proposed plan for mitigation, in writing, in consultation with the Officer and DCEO.
- C. Upon request, the Officer shall provide examples of feasible and suitable Mitigation.
- D. Within 30 days of notification to the Officer and DCEO of a proposed plan as described in I. B. above, the Owner, Officer, and DCEO shall agree upon selected Mitigation.
- E. Upon agreement of selected Mitigation, the Owner will carry out work necessary to complete the Mitigation and provide a timeline of Mitigation work to be done to the Officer and DCEO.
- F. Once Mitigation is complete, the Owner shall provide written and photographic record to the Office and DCEO, to be displayed on the Office website.
- G. Upon ratification of this agreement, the DCEO may release funds to begin the proposed undertaking.
- H. Completion of the terms forth in A.I-F above, Consultation and Mitigation will conclude under the Act for this undertaking.

II. DURATION

This Agreement shall be effective until such time as all 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 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 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, 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.

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 invited signatories, and the implementation of its terms evidence that the signatories and invited 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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(SHPO LOG #003111723)**

SIGNATORY

TINLEY PARK-PARK DISTRICT (Owner)

Signature:  Date: 4-30-24

Name: Shawn M. Roby

Title: Executive Director (24-R-23)

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SIGNATORY

ILLINOIS DEPARTMENT OF COMMERCE & ECONOMIC OPPORTUNITY

Signature:  ⁶ By 
Garrett C. Carter
General Counsel Date: 5/7/2024

Name: Kristin Richards

Title: Director

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 5/7/2024
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources