

**MEMORANDUM OF AGREEMENT AMONG
WHEATON PARK DISTRICT AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF BANDSHELL, TENNIS COURTS AND RESTROOM
BUILDING FOR NEW CONSTRUCTION OF AMPITHEATER
AT 208 W. UNION IN WHEATON, ILLINOIS
SHPO LOG #009011619**

WHEREAS, Wheaton Park District (“Owner”) has undertaken the demolition of the Art Sweet Memorial Park Bandshell (“Bandshell”), tennis courts, and restroom building and is constructing a new amphitheater at 208 W. Union in Wheaton, DuPage County, IL; and

WHEREAS, the project was granted an Open Space Land Acquisition & Development Grant by the Illinois Department of Natural Resources (“IDNR”), thereby making the project an “Undertaking” as that term is defined in 20 ILCS 3420/3(f), subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 *et seq.*) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, the opportunity to consult with the Illinois State Historic Preservation Office (“Office”), a Division of the IDNR, pursuant to the Act before demolition was missed; and

WHEREAS, the Owner has agreed to perform mitigation for the Undertaking’s adverse effect, to the Bandshell that is eligible for listing on the National Register of Historic Places (“NRHP”), 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

NOW, THEREFORE, the Owner, IDNR and the SHPO agree to 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 utilize DuPage Historical Museum staff (“Staff”) who meet 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. Prior to the expiration of the Agreement, the Owner will ensure that the following mitigation and Historic American Building Survey (“HABS”) recordation (see: <https://www.nps.gov/hdp/standards/index.htm>) is/are completed by the Staff. The Staff 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, Measurements
 - a. The Staff shall obtain available existing site, interior, exterior, and detail digital images of the Bandshell. These photos should be used for reference in developing the architectural description outlined in I.A.2.d. Existing materials should be used to create the digital sketch plans outlined in I.A.2.a.
 - b. The Staff shall submit, if able, digital images of the same or very similar views that are proposed for HABS photography as outlined in I.A.1.c.
 - c. Upon completion of I.A.1.a, b, and c, the Staff shall digitally submit the images and copies of field notes to the SHPO for review and comment.

2. Recordation components shall consist of the following items.
 - a. Sketch plans/elevations, as defined by HABS and digitally drawn, of the Bandshell in their previous condition, as able, printed drawing-size on archivable acid-free stable sheets with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier).
 - b. HABS photographs. Prints from the negatives are not available as all existing photographs are digital. Photographic documentation should follow HABS standards as Staff are able.
 - c. Archival photography. This set of labeled photos are those available and agreed to as stated in I.A.1.a. They should be printed as directed by HABS staff.
 - d. Narrative and description. A written historic narrative and an architectural description of the Bandshell using HABS-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 the Bandshell 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). The

Staff must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation 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 available illustrative historic images and maps must be scanned, and printed, and labeled according to HABS guidelines. The Staff must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.
 - h. CD/DVD. Digital versions of items I.A.2.a through I.A.2.g must be saved onto an archival CD/DVD.
3. Draft submission. The Staff shall email in pdf format of the 95% draft of the items in I.A.2.a through g to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Staff 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 Staff shall submit the following to the SHPO:
- a. One (1) HABS recordation package containing items I.A.2.a, b, c, d, e, f, g, and h.
 - b. One (1) recordation package containing items I.A.2.a, c, d, e, g, and h in an archival clamshell.

Upon final approval, 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 shall terminate 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 IV AMENDMENTS below. The Owner shall notify the signatories as to the course of action it will pursue.

III. 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. 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.

IV. 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.

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

VI. 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 and the implementation of its terms evidence that the signatories 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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SIGNATORY

WHEATON PARK DISTRICT (Owner)

Signature: _____

Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By:  Date: March 27, 2021
Robert Appleman, Deputy State Historic Preservation Officer
Illinois Department of Natural Resources