MEMORANDUM OF AGREEMENT
AMONG THE
NAVAL STATION GREAT LAKES, ILLINOIS,
OF THE DEPARTMENT OF THE NAVY
AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
AND
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
THE DEMOLITION OF
BUILDING 521, NAVAL STATION GREAT LAKES, IL

WHEREAS, Naval Station Great Lakes ("Navy") has determined to demolish Building 521 in response to the Department of Defense need to reduce excess infrastructure on military installations, the lack of an identified feasible reuse alternative, and insufficient funding to mothball the building indefinitely; and

WHEREAS, the Navy has determined that the proposed demolition of Building 521 constitutes an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f, and its implementing regulations, 36 C.F.R. Part 800; and

WHEREAS, the Navy has consulted with the Illinois State Historic Preservation Officer (IL SHPO) pursuant to 36 C.F.R. Part 800; and

WHEREAS, the Navy, in consultation with the IL SHPO, determined that Building 521 is individually eligible for listing on the National Register of Historic Places; and

WHEREAS, the Navy, in consultation with the IL SHPO, determined the area of potential effects (APE) for this undertaking is Building 521 and its footprint; and

WHEREAS, the Navy determined that the demolition of Building 521 would adversely affect that historic property; and

WHEREAS, the Navy has consulted with the National Trust for Historic Preservation, the Landmarks Preservation Council of Illinois, the Mies van der Rohe Society, international working party for document and conservation of buildings, sites and neighborhoods of the modern movement (DOCOMOMO), and the City of Highland Park, and invited them to sign this Memorandum of Agreement (MOA) as concurring parties; and

WHEREAS, the Navy prepared a Case Alternatives Report addressing all circumstances surrounding the past and present conditions of the building in question and researched

potential adaptive reuse options (mothballing, new galley, new tenants), the options were thoroughly explored and no new Navy mission requirements could utilize the building, it was concluded that demolition was the only practicable, reasonable, and viable alternative available to the Navy; and

WHEREAS, the Navy took the following steps to notify and engage the public: listing a Public Notice in the local newspaper, Lake County News Sun May 18-20, 2006; listing in Federal Business Opportunities (FedBizOps) January 16, 2008; notice in the local newspaper, Lake County News Sun January 24-26, 2008 requesting public input and notification of a comment period through February 13, 2008; and a public meeting held at Great Lakes, Illinois January 29, 2008; and

WHEREAS, the public presented various comments including research adaptive re-use, reconsider demolition, consider preservation, mothballing, and research future plans, the comments were re-considered and it was concluded that no new alternatives were viable; and

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), the Navy has notified the ACHP of its adverse effect determination with specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii); and

WHEREAS, the Great Lakes Naval Museum is a subordinate activity of the Naval Historical Center and the Great Lakes Naval Museum Foundation is recognized as a private non-profit organization which supports the Great Lakes Naval Museum.

NOW, THEREFORE, the Navy, the IL SHPO and ACHP agree that the undertaking shall be implemented in accordance with the following stipulations:

STIPULATIONS

The Navy shall ensure the following measures are carried out:

I. Mitigation Measures:

A. The Navy shall, in consultation with the IL SHPO and the Naval Historical Center, develop a display for installation at the Great Lakes Naval Museum that meets professional museum standards, within (2 years) of execution of this MOA.

1. The display shall focus on the following points:

a. How Building 521 fulfilled the quintessential function of Naval Station Great Lakes and influenced the shipboard roles of sailors by providing a direct link from shore instruction to shipboard practice and ultimately, to combat.

b. The history of Building 521, its architectural importance in design and the context of its use by the Navy, and how Skidmore, Owings & Merrill (SOM) designed the building for the Navy to meet the specific training requirement at U. S. Naval Gunnery School. This shall include a presentation of SOM's innovative design that changed architectural philosophy for similar types of major buildings in the United States and abroad for future generations.

2. The display shall include, at a minimum, the following items:

a. A wall panel, appropriately designed and sized, for installation as a free-standing display piece. During Building 521 demolition, the Navy will salvage +/- 400 square feet of green glass/frames for use in the Building 521 display; and,

b. A tabletop replica of Building 521 (including scale working doors, classrooms, gun/missile mounts); and,

c. Photos, pamphlets, webpage hosting, and video (with narration) of significance to the history of Building 521 and training at Great Lakes. The webpage(s) will contain documentation prepared for the pamphlets and other outreach materials. The video will include sailor interviews about attending training in the building, and building's relevance to the training mission. The Navy will solicit input from the consulting parties and consult on the development of on-line webpage with the IL SHPO.

d. The webpage content and material, to be posted online, will also be put on a CD. A copy of this CD, along with final hard copies of all the material, will be provided to the Naval Historical Center for permanent retention and shall be made available to the public upon request.

3. The Navy will provide appropriate storage of the display until it is completed and installed at the Great Lakes Naval Museum.

4. In the event the Great Lakes Naval Museum cannot utilize the Building 521 display at Building 42, the Navy will, in consultations with the IL SHPO, determine an appropriate venue to house the display. Such possible venues can include other Navy museums, universities, public museums, etc. The Navy shall work to develop loan arrangements as needed and appropriate.

5. The Navy shall ensure a professional experienced in the preparation of museum models and exhibits will prepare the materials for the display.

6. The Navy shall solicit input for the design (including the script of the video) and implementation of the display from SOM, DOCOMOMO, the Consulting Parties, Naval Historical Center, and the Great Lakes Naval Museum Foundation.

7. The Navy shall provide the IL SHPO with the final display plans for Building 521. The IL SHPO shall provide written comments on the plans within 30 days of receipt.

8. The Navy shall provide physical access to all areas of Building 521 to the contractors preparing the various components of the display, photos, pamphlets, and video. Once the IL SHPO has been provided with documentation that the contractor or contractors have adequately completed investigations of the building, the IL SHPO shall inform the Navy that they have no objection to initiation of demolition activities.

B. The Navy, in consultation with the IL SHPO, shall actively identify and evaluate other mid-century buildings at Great Lakes for historic significance when they are within ten years of the 50-year threshold.

1. The evaluation process for mid-century buildings shall include consideration of the building's potential significance as contributing to a historic district as well as individual eligibility.

2. This identification and evaluation process shall be coordinated with the updates to the Integrated Cultural Resources Management Plan (ICRMP) performed every five years and any newly identified historic properties shall be included in the updated ICRMP.

3. The Navy will prepare Alternative Re-Use Reports for historic or Historically Eligible buildings located within the Great Lakes Historic District, that lack tenants, are vacant, deteriorating, and/or no longer meet the Navy's mission. The buildings may have the potential for inclusion in the Navy's demolition program in the event alternative re-use is not found

4. The Navy shall submit the draft ICRMP to the signatories, concurring, and consulting parties for a thirty-day review period. The Navy shall take into consideration any timely comments provided by the signatories, concurring, and consulting parties in preparing the final ICRMP.

C. The Navy shall review the National Register Historic District nomination form for possible amendment, taking into account both temporal and physical limits of the existing historic district in incorporating buildings that have reached 50 years of age since the Historic District's inclusion on the National Register.

1. The review of the nomination form shall specifically include consideration of Building 42 and other potentially contributing and eligible mid-century properties.

2. If appropriate, after completing this review and in consultation with the IL SHPO, the Navy shall support and advocate the amendment of the Historic District nomination form through Navy leadership.

D. The Navy shall make Building 42 available as the new Great Lakes Navy Museum. The Navy shall also:

1. Support, advocate, and provide written recommendations pursuant to appropriate regulations through the Chain of Command to Navy Headquarters, the nomination of the building to the National Register of Historic Places.

2. Support, advocate, and provide written recommendations pursuant to appropriate regulations through the Chain of Command to Navy Headquarters, the listing of the Great Lakes Naval Museum as an Official Naval Museum.

3. Support, advocate, and provide written recommendations pursuant to appropriate regulations through the Chain of Command to Navy Headquarters, the approval of the Great Lakes Naval Museum renovation projects and their acceptance.

II. Unanticipated Discoveries:

In the event that previously unidentified archaeological resources are encountered during demolition or new construction, work will cease in the immediate area of the discovery and in any adjacent areas where additional resources may be expected and the Great Lakes Cultural Resources Officer (CRO) will be notified immediately. The CRO will notify the IL SHPO of the discovery along with summary documentation of the area, the nature of the discovery, and where appropriate, recommendations for treatment. The IL SHPO will provide any comments on the recommendations for treatment within 48 hours of notification. All other project activities not in the area of the discovery or lacking the potential to impact the area of discovery may proceed without interruption. These procedures for unanticipated archeological discoveries are also included in the Great Lakes Integrated Cultural Resources Management Plan (ICRMP).

III. Duration:

This agreement shall become null and void after ten years from the date of its execution. Notwithstanding the foregoing, this agreement may be amended and/or terminated prior to the expiration of this ten-year period in accordance with Stipulations VI and VIII; or it may expire upon the satisfaction of all stipulations and acknowledgement of such satisfaction by the IL SHPO.

IV. Reporting:

Each December until the termination or expiration of this agreement, the Navy will monitor the building's project status and provide the IL SHPO with a written, concise report on the status of Building 521 and the progress of the implementation of this agreement. This shall be a summary report detailing work undertaken pursuant to the terms of this agreement and shall include any scheduling or other changes proposed, any

problems encountered, and any disputes and objections that have arisen during the prior twelve-month period.

V. Dispute Resolution:

Should any signatory or concurring party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the Navy shall consult with the objecting party(ies) to resolve the objection. If the Navy determines, within thirty days, that such objection(s) cannot be resolved, the Navy will:

A. Forward all documentation relevant to the dispute, including a recommended resolution, to the ACHP. Upon receipt of this documentation, the ACHP shall review and advise the Navy on the resolution of the dispute within thirty days from the date of ACHP receipt. Any written comment provided by the ACHP, and all comments from the signatories and concurring parties to the agreement, will be taken into account by the Navy in reaching a final decision regarding the dispute.

B. If the ACHP does not provide written comments regarding the dispute within the above thirty-day period, the Navy may render a decision regarding the dispute. In reaching its decision, the Navy will take into account all written comments it has received regarding the dispute from any signatory or concurring party.

C. During the pendency of any dispute and prior to the resolution of such dispute, the Navy shall continue to carry out all actions under this agreement that are not subject to or affected by the dispute. The Navy will notify all signatories and concurring parties in writing of its decision concerning any dispute processed in accordance with this Stipulation at least ten days before implementing such decision. The Navy's decision will be final.

This stipulation does not preclude a member of the public from notifying the Navy of any objection and/or dispute they have as to the manner in which this MOA is being implemented. The Navy shall determine whether any action is necessary to respond to the public.

VI. Amendments:

If any signatory to this agreement determines that any of its terms will not or cannot be carried out or that an amendment to the agreement must be made, that signatory shall immediately notify the other signatories. The Navy shall initiate consultation to negotiate an amendment pursuant to 36 CFR 800.6(c)(7). The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VII. Anti-Deficiency Act:

The Navy's obligations under this agreement are subject to the availability of appropriated funds, and the stipulations of this agreement are subject to the provisions of

the Anti-Deficiency Act. The Navy will make reasonable and good faith efforts to secure the necessary funds to implement its obligations under this agreement. If compliance with the Anti-Deficiency Act alters or impairs the Navy's ability to implement its obligations under this agreement, the Navy will consult in accordance with the amendment and termination procedures found at Stipulations VI and VIII.

VIII. Termination:

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VI, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Within thirty days following termination, the Navy shall notify the IL SHPO if it will initiate consultation to execute a new agreement under 36 CFR 800.6(c) or request the comments of the ACHP under 36 CFR Part 800.7, and shall thereafter proceed accordingly.

IX. Execution:

Execution of this MOA by the Navy, IL SHPO, and ACHP and implementation of its terms evidence that the Navy has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

Department of the Navy:

David A Schnell **Date:** 18 Sept 08

Illinois State Historic Preservation Officer:

Wm L. [illegible] **Date:** 9-19-08

Advisory Council on Historic Preservation:

John M. Fowler **Date:** 9/19/08

CONCUR:

Landmarks Preservation Council of Illinois:

_____ **Date:** _____

National Trust for Historic Preservation

_____ **Date:** _____

The Mies van der Rohe Society

_____ **Date:** _____

International Organization for the Documentation and Conservation of the Building Sites and Neighborhoods of the Modern Movement, US working party (DOCOMOMO US)

_____ **Date:** _____

City of Highland Park

_____ **Date:** _____