MEMORANDUM OF AGREEMENT
BETWEEN THE
ILLINOIS HISTORIC PRESERVATION AGENCY
AND
NORTHEASTERN ILLINOIS UNIVERSITY
CONCERNING
THE CONSTRUCTION OF THE NEW PRESIDENT'S RESIDENCE
LOCATED ON THE CAMPUS OF NORTHEASTERN ILLINOIS UNIVERSITY
CHICAGO, COUNTY OF COOK, ILLINOIS

WHEREAS, Northeastern Illinois University (NEIU) has consulted with the Illinois Historic Preservation Agency (IHPA) concerning the construction of the new President's residence on the NEIU campus in Chicago, Cook County, Illinois, in accordance with the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.) [the Act]; and

WHEREAS, NEIU and IHPA agree that the portion of the project proposing to demolish the former Chicago Parental School's Superintendent's Cottage (Superintendent's Cottage), a building potentially eligible for listing on the National Register of Historic Places, constitutes an adverse effect as defined in Section 3(d)(1) of the Act; and

WHEREAS, it is unknown if there are human skeletal remains below grade within the boundaries of the area to be physically disturbed by the subject undertaking;

NOW THEREFORE, NEIU and IHPA agree that the following measures shall be implemented in order to take into account the adverse effect of the project on the Superintendent's Cottage and potential effects on any unknown human remains within the project area.

Stipulations

NEIU, shall ensure that the following measures are carried out.

1. In consultation with IHPA, NEIU shall prepare a marketing plan for the Superintendent's Cottage, which shall include the following elements:

    A. An informational package about the Superintendent's Cottage, including but not limited to:

        (1) Exterior and interior photographs of the Superintendent's Cottage;

        (2) Location map;

(3) Information on the Superintendent's Cottage historic significance;

(4) A statement that the Superintendent's Cottage will be donated to an appropriate party with a monetary contribution to the moving costs not to exceed fifteen thousand dollars ($15,000);

B. A distribution list of potential purchasers or transferees.

C. An advertising plan and schedule.

D. A schedule for receiving and reviewing offers.

2. Upon IHPA's agreement with the contents of the informational package and marketing plan, NEIU shall implement the plan, which will provide for ninety- (90) day marketing period. NEIU agrees to market the donation of the Superintendent's Cottage by advertising (in language of NEIU's choosing sufficient to convey the requirements of this Memorandum of Agreement) in one major Chicago newspaper for one day only, twice during a sixty [60] day period; and in three minor Chicago newspapers for one day only, four times during the same sixty [60] day period (such sixty-day period shall be known as the " Advertising Period"). Such newspapers shall be of NEIU's choosing, and NEIU may substitute advertising in any of the minor newspapers by advertising for an equal amount of time in any electronic media, including or not limited to television, radio or the Internet. The Advertising Period shall commence upon the first day of publication of either the major or minor newspapers, and end sixty- (60) calendar days later. For thirty (30) days after the end of the Advertising Period, NEIU shall receive and evaluate any proposals for donation of the Superintendent's Cottage. At the end of ninety (90) days following the commencement of the Advertising Period, NEIU shall not be obligated to accept any further proposals.

3. NEIU shall review all reasonable offers in consultation with IHPA prior to acceptance of any specific offer. However, IHPA agrees that NEIU shall not be required to accept any offer or proposal that cannot meet the financial requirements set forth in its informational package, or any proposal that proposes to remove the Superintendent's Cottage from its existing site more than forty-five (45) days after the end of the ninety-day (90) period set forth in Paragraph 2 of this Memorandum of Agreement.

4. If the property is moved as a result of transfer of ownership, the specifications for movement shall be reviewed and commented on by IHPA and shall be in accordance with the recommended approaches contained in the American Association for State and Local History publication **Moving Historic Buildings** by John Obed Curtis.

5. If, after the ninety (90) day marketing period, there are no acceptable transfer proposals submitted, NEIU shall notify IHPA with documentation of its marketing efforts and move forward with the demolition of the Superintendent's Cottage.

6. Whether the Superintendent's Cottage is transferred or demolished, NEIU will ensure that the property is documented in accordance with Illinois Historic American Buildings Survey (IL HABS) Standards and Guidelines. The general scope of work for the required IL HABS documentation is as follows:

   A. The IL HABS documentation number will be CK-2001-2.

   B. Level II documentation will be required.

      (1) Reproduction of available original drawings, floor plans, elevations and architectural details, on 24" x 36" IL HABS template mylars, forwarded by a properly formatted IL HABS drawings Title Sheet.

      (2) Large format, 4" x 5" negative and 5" x 7"print, photography of exterior elevations, significant interior spaces and distinctive exterior and interior architectural features of the Superintendent's Cottage. Approximately fifteen (15) views.

      (3) Written architectural description of the Superintendent's Cottage using the IL HABS/HAER designated outline format.

      (4) Written contextual histories associated with the Superintendent's Cottage in the narrative form and inserted into the appropriate section of the IL HABS/HAER format.

         a) Chicago Parental School and on-site successor organizations
         b) Architect W.B Mundie
         c) Tudor Revival architectural style
         d) Chronological history of NEIU
         e) Development of NEIU's current site
         f) Historic and modern uses of the Superintendent's Cottage

7. NEIU will award the IL HABS Documentation project to a consultant of its choice, provided the consultant is qualified to perform the work and agrees to meet IL HABS/HAER Standards.

8. IHPA will review the required IL HABS/HAER Documentation submittals, and accept or reject the 100% submittal in accordance with IL HABS/HAER Standards.

9. After IHPA acceptance, completed IL HABS/HAER Documentation will be deposited within the archives section of the Illinois State Historical Library. IHPA requires that one standard and one microfiche copy of accepted documentation be provided for repository use.

10. No demolition or alteration of the Superintendent's Cottage will be undertaken until the 100% IL HABS/HAER Documentation is accepted in writing by IHPA.

11. If during any phase of the subject undertaking human skeletal remains are discovered, NEIU will halt ground disturbing activities in the project area, initiate discovery notification procedures in accordance with the Illinois Skeletal Remains Protection Act (20 ILCS 3440) and consult with IHPA to establish and implement proper mitigative procedures concerning the discovered remains prior to resuming ground disturbing activities.

12. Upon NEIU's satisfactory compliance with the terms of this Memorandum of Agreement, IHPA shall, within thirty (30) days after the receipt of the last criteria for approval, issue written authorization for NEIU to immediately proceed with the demolition of the Superintendent's Cottage. If, within thirty (30) days of NEIU's last submission of any criteria for approval required by this Memorandum of Agreement, IHPA has not issued written authorization for demolition of the Superintendent's Cottage to NEIU, and IHPA has not offered NEIU any reason in writing that falls within the specific scope, requirements and limits of this Memorandum of Agreement, IHPA agrees that NEIU has fully complied with all state and federal historic preservation laws pertaining to the demolition of the Superintendent's Cottage. In such a case, IHPA consents to NEIU's demolition of the Superintendent's Cottage and NEIU may proceed with demolition or, at NEIU's sole discretion, donation of the Superintendent's Cottage without further delay.

Execution of this Memorandum of Agreement and implementation of its terms evidences that NEIU has afforded IHPA an opportunity to comment on the construction of the new President's residence and has taken into account the affects of this undertaking on the project area and the Chicago Parental School's Superintendent's Cottage in compliance with the Act.

5-11-01

NORTHEASTERN ILLINOIS UNIVERSITY DATE

5-9-01

ILLINOIS HISTORIC DATE
PRESERVATION AGENCY