

FIRST AMENDMENT TO
MEMORANDUM OF AGREEMENT
FOR THE
ILLINOIS SHORELINE EROSION INTERIM 3 PROJECT
AMONG
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
THE CITY OF CHICAGO, THE CHICAGO PARK DISTRICT,
THE ARMY CORPS OF ENGINEERS AND
THE ILLINOIS HISTORIC PRESERVATION OFFICER

WHEREAS, the Chicago District, U.S. Army Corps of Engineers (the “Corps”) determined that the Illinois Shoreline Erosion Interim 3 Project had an effect on historic properties included and eligible for listing on the National Register of Historic Places including but not limited to Promontory Point and the limestone step-stone revetment that reaches over certain portions of Lake Michigan;

WHEREAS, a Memorandum of Agreement in regards to work relative to the repair and rehabilitation of the step-stone revetments was agreed upon and entered into in August 1993, which is attached hereto as Exhibit A;

WHEREAS, the Illinois Shoreline Erosion Interim 3 Project has not completed work on the step-stone revetment at Promontory Point pursuant to that Memorandum of Agreement;

WHEREAS, the step-stone revetment at Promontory Point is listed on the National Register of Historic Places;

WHEREAS, such work on the revetment at Promontory Point remains necessary and is now subject to the continuation and funding of the Illinois Shoreline Erosion Project Interim 3 Project;

WHEREAS, the Corps has consulted with Advisory Council on Historic Preservation (the “Council”) and the Illinois State Historic Preservation Officer (“SHPO”) pursuant to 36 CFR Part 800, and the National Historic Preservation Act;

WHEREAS, the Chicago Park District and the City of Chicago, having participated in the consultation with the Corps and Advisory Council and having previously agreed to the Memorandum of Agreement, are invited to concur in this amended Memorandum of Agreement; and

NOW, THEREFORE, the Corps, the City, the Park District, the Council and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

1. The Corps will carry out any construction and rehabilitation of the step-stone revetment at Promontory Point along the Lake Michigan shoreline within the City of Chicago over a _____ period consistent with what is set forth in the Illinois Shoreline Erosion/Lake Michigan/Storm Damage Reduction – Interim III Wilmette to Illinois -Indiana State Line, U.S. Army Corps of Engineers, Chicago District, December 1992 (attached as Exhibit B)
2. The Corps agrees that the Army Corps of Engineer’s Center of Expertise for the Preservation of Historic Buildings and Structures (“CX”) will be in charge of design and construction, will participate in all meetings and discussions regarding the development of design alternatives so as to ensure compliance with Secretary of Interior Standards in regards to the repair and reconstruction associated with this Memorandum of Agreement, including but not limited to the Secretary of Interior Standards for Historic Preservation and Cultural Landscapes.
3. The Corps, in conjunction with the City, Park District and SHPO, shall ensure that the measures for design and construction set forth in this Memorandum of Agreement are carried out and implemented in compliance and consistent with the Secretary of Interior Standards and Guidelines for Historic Preservation and the Secretary of Interior Standards and Guidelines for Cultural Landscapes and any other applicable provisions of the Secretary of Interior standards as well as those set forth in the 1993 Memorandum of Agreement.
4. The Corps agrees, prior to construction or any action associated with the step-stone revetment at Promontory Point, to consult with the SHPO and Consulting Parties (defined further below) during the various phases of its design and engineering planning for the repair, reconstruction and/or new construction of the step-stone revetment at Promontory Point (as well as any other property that is identified as being on or eligible for listing on the National Register of Historic Places effected by this undertaking, and possible project effects on those properties): specifically,
 - (i) Where the effect involves the repair or reconstruction of a contributing stone step revetment, the Corps shall consult with the SHPO, the City of Chicago, Chicago Park District and the Consulting Parties to ensure that the design and construction of the revetment will match the existing in accordance with the Secretary of Interior Standards and

Guidelines for Historic Preservation and the Secretary of Interior Standards and Guidelines for Cultural Landscapes.

- (ii) Where the effect consists of new construction of step-stone revetment within or adjacent to identified historic property, the Corps shall consult with the SHPO, the City of Chicago, the Chicago Park District and the Consulting Parties to ensure that the new construction is designed and will be constructed to minimize impacts to the historic property, all consistent with applicable Secretary of Interior standards.
- 5. The following process for planning, design and construction will be implemented in regards to construction and rehabilitation of the step-stone revetment at Promontory Point:
 - a. The Corps agrees that the starting point for the planning process for Promontory Point will be the **Project Memorandum Agreement of 1993**, which requires the preservation of the step-stone revetment at Promontory Point in compliance with the Secretary of the Interior’s Guidelines for Historic Preservation.
 - b. The Corps agrees to assess the current state of the revetments at Promontory Point and provide a report regarding same to the City of Chicago, Park District, SHPO as well as to those previously involved consulting parties (Promontory Point Conservancy, Landmarks Illinois, Preservation Chicago, Hyde Park Historical Society, the National Trust for Historic Preservation, Office of Congresswoman Robin Kelly, Office of Senator Richard Durbin and Office of Alderman Leslie A. Hairston (the “Consulting Parties”)).
 - c. Subsequent to the issuance of the report identified above, the Corps agrees to host a meeting between the Corps, the City of Chicago, Park District, SHPO and the Consulting Parties to discuss general issues of importance to be included in a preservation plan. Such discussion will include, but not be limited to, the examination of possible alternatives that would best preserve Promontory Point. Those issues include, but are not limited to:
 - (i) Safe access to the water’s edge continuous around the entire Promontory Point: the goal is to maintain the traditional, unstructured use of water access areas.
 - (ii) Comprehensive accessibility features focusing on the full range of persons with disabilities and for a full range of activities at Promontory Point: the goal is to use the current best practices appropriate to a preservation project.

- (iii) Shoreline protection and storm damage reduction for a 50-year project life: the goal is serviceability and durability appropriate to a preservation project.
 - (iv) Planning, design and construction to maximize historic preservation: the goal is that all work be done consistent with and pursuant to the Secretary of Interior Standards and Guidelines for Historic Preservation and the Secretary of Interior Standards and Guidelines for Cultural Landscapes.
- d. The Corps agrees to compile, review and evaluate historical documentation and records related to the original construction and subsequent alterations at Promontory Point. The Corps will prepare a narrative statement of the Promontory Point's construction history and its significance, and identify character-defining traits of its design, such as materials, locations, textures and historic use. The Corps will provide this report to the City of Chicago, Park District, SHPO, and the Consulting Parties.
- e. The Corps will then lead an initial design meeting including the Corps, the City of the Chicago, Park District, SHPO, and the Consulting Parties. The historical and design considerations (compiled as part of (d) above), will be discussed, and Corps will present at least two concept designs for Promontory Point that are consistent with the Secretary of Interior Standards and Guidelines for Historic Preservation and the Secretary of Interior Standards and Guidelines Cultural Landscapes. After the initial design meeting, additional meetings will be held to discuss the developing design concepts until there is consensus on a design concept among the Corps, the City, Park District, SHPO, and the Consulting Parties.
- f. Once that is completed, the Corps will develop a 35% design document with a 20% cost contingency for Promontory Point with the historic preservation aspects of the design maintained. This will be distributed to the City, Park District, SHPO, and the Consulting Parties. A final design meeting will be held with the Corps, the City, Park District, SHPO and Consulting Parties before the 35% design is finalized with the purpose of the meeting being to reach consensus on a project plan that can be carried forward to a level where engineering viability and costs are confirmed.
- g. A final report will be prepared that will include at least the following:
 - Executive Summary

- Historical Summary of Promontory Point
 - Summary of Landscape Design
 - Design Alternatives
 - Analysis of Design Alternatives
 - Design Recommendations
- h. The Corps shall submit a written reports annually to the City, Park District, SHPO and Council annually summarizing the actions taken to comply with the terms of this Agreement. The first report will be due on _____ 2021, and subsequent reports will be submitted each January thereafter.

Execution of this Memorandum of Agreement by the Corps, the SHPO, and by the Council, and implementation of its terms, evidence that the Corps has afforded the Council the opportunity to comment on the undertaking and its effects on historic properties, and that the Corps has taken into account the effects of the undertaking on the historic properties.

[signatures]

[date]