



Nichols Park Advisory Council

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Statement by NPAC in opposition to the proposed Memorandum of Agreement

The proposed Memorandum of Agreement is a betrayal of the Section 106 process, and reflects a total failure to make a good faith effort to avoid, minimize or mitigate the adverse effects of the proposed projects. The city's apparent reliance on discussions that took place prior to the development of the Assessment of Effects is specious, because it renders the Section 106 process a nullity that was over before it even started.

The refusal to give no more than pro forma consideration of "avoidance" and "minimization" is in conflict with applicable federal regulations under Section 106 in the Code of Federal Regulations. 36 C.F.R. Section 800.1 states that while planning activities may take place prior to the completion of compliance with Section 106, that is only true if "*such actions do not restrict the subsequent consideration of alternatives to avoid, minimize or mitigate the undertaking's adverse effects on historic properties.*"

To be absolutely honest, all parties already know there is no possible way to "mitigate" the destruction of Jackson Park after 500-1,000 trees are clear-cut, Cornell Drive is closed (creating a traffic nightmare), and a "landscaped campus" complete with a huge tower in the path of a national migratory bird flyway is constructed - except by refusing to fund and otherwise authorize it. The excuse that any of these agencies cannot refuse funding or authorization as long as the paperwork is correctly completed is not only insulting but also untrue.

Under 36 C.F.R. Section 800.6, the lead agency is required to work with consulting parties to "seek ways to avoid, minimize or mitigate the adverse effects." Under Section 800.2(d), the views of the public are described as "essential to informed Federal decisionmaking." Under Section 800.10(a), the lead agency is required "to the maximum extent possible, [to] undertake such planning and actions as may be necessary to minimize harm to any National Historic Landmark that may be directly and adversely affected by an undertaking."

For example, the city's concession that it will engage in a public process concerning UPARR replacement is illusory. The city chose the eastern end of the Midway as its UPARR replacement site in a secret process, without any public input. It then stalled the identification of any other sites it supposedly considered in arriving at this choice, in a so-far-successful effort to foreclose public consideration of any other site. It can be expected that the purported "public" process offered by the city for the design of the UPARR replacement will amount to no more than the city announcing what it wants, while turning a deaf ear to any objections that might be made.

It would be wrong, as well as illegal, to shortcut the Section 106 process without having a complete and full public discussion of the justification for any previous determination that "avoidance" and "minimization" were considered "unfeasible" or "unreasonable"; a discussion which is in fact required to be completed under 36 C.F.R. Section 800.11(f) and (g) in conjunction with the filing of the MOA. That complete and full public discussion has yet to take place.

We believe the first Black President of the United States deserves to be recognized and honored for what he accomplished, not remembered for what he destroyed. He deserves his own monument, not someone else's.

We will not sign the Memorandum of Agreement in its proposed form, and urge all other parties, including but not limited to the Illinois State Historic Preservation Officer and the Advisory Council on Historic Preservation, to refuse to sign.

Respectfully submitted on behalf of the Nichols Park Advisory Council,

Stephanie Franklin
NPAC President