# MEMORANDUM OF AGREEMENT AMONG METRA AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE 16<sup>TH</sup> STREET INTERLOCKING TOWER DEMOLITION PROJECT IN CHICAGO, ILLINOIS (SHPO LOG #009090924)

WHEREAS, the Commuter Rail Division of the Regional Transportation Authority, d/b/a Metra (Metra), plans to undertake the decommissioning and demolition of the 16<sup>th</sup> Street Interlocking Tower, located on its Rock Island Line (RI) at 16<sup>th</sup> and Clark Streets in Chicago, Cook County, Illinois, to implement key system efficiencies including the transfer of current manual interlocking operations to centralized traffic control managed at Metra's Consolidated Control Facility; and

WHEREAS, the project is an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, Metra has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR), 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

WHEREAS, on September 27, 2024, the SHPO determined that the 16<sup>th</sup> Street Interlocking Tower is eligible for listing in the National Register of Historic Places (NRHP) and is significant under Criterion A for railroad operations and under Criterion C for its internal machinery at the local level for the City of Chicago; and

**WHEREAS**, the SHPO has determined that the Undertaking will have an adverse effect on the 16<sup>th</sup> Street Interlocking Tower due to its demolition; and

**NOW, THEREFORE**, Metra and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertaking on the 16<sup>th</sup> Street Interlocking Tower (Tower).

#### **STIPULATIONS**

- I. MITIGATION: Photographic Recordation of Tower Interlocking Machinery
  - A. Metra shall use agency staff member(s) or retain a historical contractor(s) of its choice who meet the Secretary of the Interior's Qualifications (36 CFR Part 61, Appendix A, <a href="https://www.nps.gov/history/local-law/arch\_stnds\_9.htm">https://www.nps.gov/history/local-law/arch\_stnds\_9.htm</a>) to perform photographic recordation of the tower's interior and equipment according to the measures described below:
    - 1. Recordation will be conducted using digital or 35mm photography.
    - 2. All photographs will be black and white, 5"x7", and printed on archival photopaper once approved by the Office.
    - 3. Upon completion of photography, Metra shall digitally submit the images to the Office for review and comment.

- 4. Upon confirmation from the Office in writing that the photographic recordation is accepted and complete, Metra will proceed with the printing of archival black and white photos.
- 5. Upon completion, the Metra shall submit the following to the Office:
  - a. One archival clamshell of sufficient size to encapsulate the recordation.
  - b. One digital record (download, link, flash drive, CD, or DVD) with the complete recordation for posting on the SHPO website.
- II. MITIGATION: Salvage, Marketing, and Disposition of Tower Interlocking Machinery
  - A. Prior to demolition of the Tower and as depicted in Attachment 1, Metra will salvage, to the extent feasible, the internal machinery that dates from the Tower's period of significance including:
    - 1. Taylor Model 2 Interlocking Machine and Cabinetry,
    - 2. Illuminated Track Diagram Board,
    - 3. Power Distribution Switchboard.
    - 4. Wall-Mounted Domed Signal Releases, and
    - 5. Select Tractive Type Relays.
  - B. At Metra's expense, Metra will remove the described machinery and securely store the equipment at a Metra storage facility to be determined. Salvaged machinery shall be placed into initial storage for a period not to exceed twelve (12) months.
  - C. As listed in Attachment 2, Metra has identified potential railroad and heritage-oriented museum entities in which to market the salvaged machinery and mechanical components. During a period not to exceed four (4) months, Metra will conduct outreach to these entities via electronic mail or via United States Postal Service and will market the salvaged machinery to other parties that may be later identified during that period.
  - D. At Metra's request, interested entities will provide information documenting proposed disposition plan and location of the machinery, an entity's financial capacity to relocate the salvaged machinery from Metra storage to final dispostion location, long-term fiscal viability of the prospective entity, and ability to meet the timelines set forth in this Agreement.
  - E. Following the four (4) month equipment marketing period, Metra will review and select a preferred entity. Metra will then commence coordination with the selected entity and develop an agreed upon work plan to retrieve and transport the machinery by the entity.
  - F. Within a period not to exceed six (6) months, the selected entity will complete the retrieval and transport of the salvaged machinery. Documentation memoralizing the transfer of the salvaged equipment will be provided to SHPO.
  - G. If the equipment is not transferred to a qualifying entity within the twelve (12) month storage period, at Metra's discretion, the salavaged equipment may continue to be maintained in storage or be properly disposed. Documentation memoralizing Metra's decision will be provided to SHPO.

#### III. DURATION

This Agreement shall be effective until such time as all its terms are satisfied or it is amended or terminated and replaced. Prior to such time, Metra may consult with SHPO to reconsider the terms of the Agreement and amend it in accordance with Stipulation VII AMENDMENTS below. Metra shall notify SHPO as to the course of action it will pursue.

#### IV POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, Metra shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, Metra understands and agrees that it must immediately stop work within the area of discovery, consult with the SHPO, and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

#### V. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, Metra shall provide to SHPO a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in Metra's efforts to carry out the terms of this Agreement.

#### VI. 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, Metra 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.

A. Metra'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.

#### VII. 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 the signatories.

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

# IX. 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 by Metra and the SHPO, and the implementation of its terms evidence that Metra has 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** 

**METRA** 

By:

James M. Derwinski

CEO/Executive Director

Commuter Rail Division of the Regional Transportation Authority, d/b/a Metra

Date

# MEMORANDUM OF AGREEMENT AMONG METRA AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE 16TH STREET INTERLOCKING TOWER DEMOLITION PROJECT IN CHICAGO, ILLINOIS (SHPO LOG #009090924)

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By:

Deputy State Historic Preservation Officer Illinois Department of Natural Resource

APPROVED FOR LEGAL SUFFICIENCY

Date: 2-3-25

Legal Counsel: M. Brett Swing

# Attachment 1:

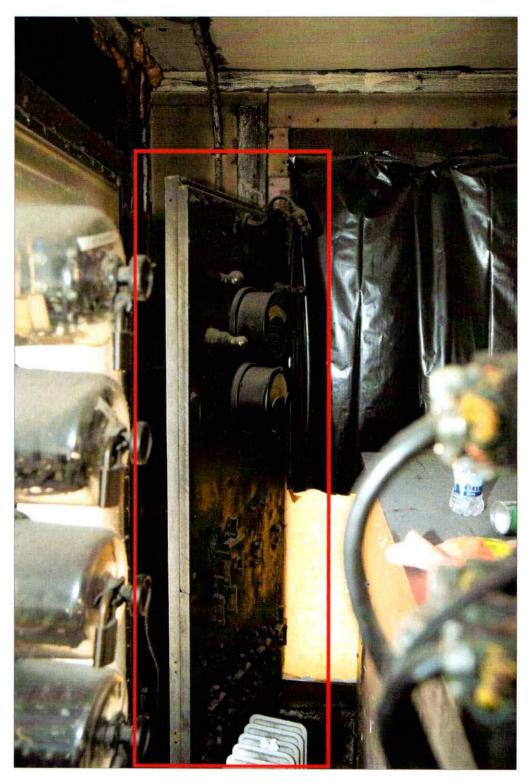
SALVAGE OF TOWER INTERLOCKING MACHINERY



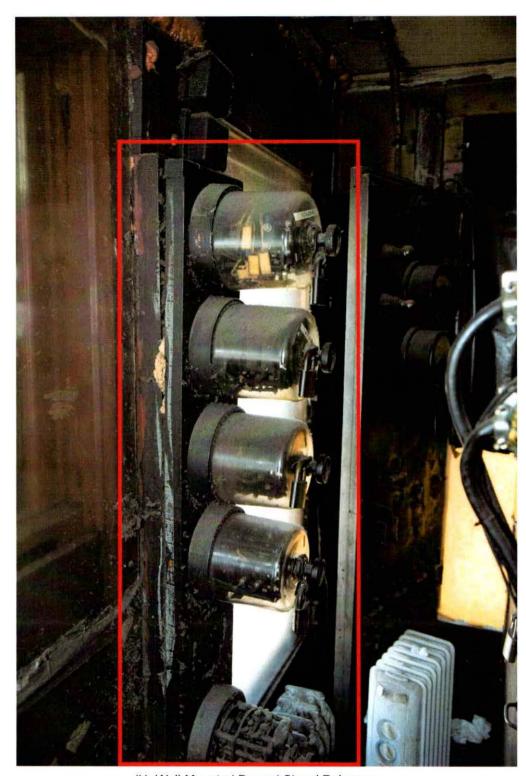
#1: Taylor Model 2 Interlocking Machine and Cabinetry



#2: Illuminated Track Diagram Board



#3: Power Distribution Switchboard



#4: Wall-Mounted Domed Signal Releases



#5: Select Tractive Type Relays

# Attachment 2:

RAILROAD AND HERITAGE-ORIENTED MUSEUM ENTITIES

#### Railroad Entities and Museums: Illinois

## **Amboy Depot Museum**

227 East Main Street Amboy, IL 61310 (815) 857-4700 amboydepotmuseum@gmail.com http://www.amboydepotmuseum.org/

#### **Batavia Depot Museum**

155 Houston Street
Batavia, IL 60510
(630) 406-5274
museum@bataviaparks.org
http://www.bataviahistoricalsociety.org/depot\_museum.htm

#### Chatham Railroad Museum

100 N. State Street Chatham, IL 62629 (217) 483-7792 www.chathamrailroadmuseum.org

# Chicago Great Western Railroad Depot (Elizabeth History Museum)

111 East Myrtle Street
Elizabeth, IL 61028
(815) 858-2343
elizabethhistoricalsociety@gmail.com
http://www.elizabethhistoricalsociety.com/

#### Field Museum

1400 South DuSable Lake Shore Drive Chicago, IL 60605 (312) 922-9410 https://www.fieldmuseum.org

#### Fox River Trolley Museum

365 South La Fox Street South Elgin, IL 60177 (847) 697-4676 info@foxtrolley.org http://www.foxtrolley.org

#### Galesburg Railroad Museum

211 South Seminary Street
Galesburg, IL 61401
(309) 342-9400
grrm211@gmail.com
http://www.galesburgrailroadmuseum.org/

# Griffin Museum of Science and Industry

The Great Train Story 5700 South DuSable Lake Shore Drive Chicago, IL 60637

http://www.msichicago.org/whats-here/exhibits/the-great-train-story/

#### Joliet Area Historical Museum

244 Ottawa Street
Joilet, IL 60432
(815) 723-5201
info@jolietmuseum.org
https://www.jolietmuseum.org/joliet-railroad-museum.html

#### Illinois Railway Museum

P.O. Box 427 (Mailing) / 7000 Olson Road (Museum) Union, IL 60180 (815) 923-4391 http://www.irm.org/

### Monticello Railway Museum

PO Box 401 992 Iron Horse Place Monticello, IL 61856 (217) 762-9011 (877) 762-9011 info@mrym.org http://www.mrym.org/

#### Rochelle Railroad Park

124 North 9<sup>th</sup> Street Rochelle, IL 61068 (815) 562-7031 info@rochelleil.us http://www.rochellerailroadpark.org/

#### Silver Creek & Stephenson Railroad

2954 South Walnut Road
Freeport, IL 61032
(815) 235-2198
thefreeportshow@thefreeportshow.com
http://www.thefreeportshow.com/museum.htm

# University of Illinois at Urbana-Champaign Rail Transportation and Engineering Center

1239B Newmark Engineering Laboratory, MC-250 205 N. Mathews Ave. Urbana, IL 61801 (217) 300-1340 RailTEC-Central@illinois.edu

#### Railroad Entities and Museums: Midwest

### French Lick Scenic Railway

8594 West State Road 56 French Lick, IN 47432 (800) 74-TRAIN https://frenchlickscenicrailway.org

## Hoosier Valley Railroad Museum

507 Mulberry Street
North Judson, Indiana 46366
574-896-3950
todd.flanigan@hoosiervalley.org / questions@hoosiervalley.org
https://www.hoosiervalley.org/

# Mid-Continent Railway Museum

P.O. Box 358 North Freedom, WI 53951 (608) 522-4261 inquiries@midcontinent.org https://www.midcontinent.org/

#### **National Museum of Transportation**

2933 Barrett Station Road St. Louis, MO 63122 (314) 965-6212 museum@tnmot.org https://tnmot.org

#### **National Railroad Museum**

2285 South Broadway Green Bay, WI (920) 437-7623 https://nationalrrmuseum.org/

# National New York Central Railroad Museum City of Elkhart

721 South Main Street Elkhart, IN 46516 (574) 294-3001 https://elkhartindiana.org/government/nnycrr-museum/

#### **New Buffalo Railroad Museum**

530 South Whittaker Street New Buffalo, MI 49117 (608) 522-4261 nbrrm@hotmail.com https://new-buffalo-railroad-museum.org/

# Railroad Entities and Museums: Outside of the Midwest

B&O Railroad Museum 901 West Pratt Street Baltimore, MD 21223 (410) 752-2490 https://www.borail.org