### MEMORANDUM OF AGREEMENT BETWEEN

# THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

# METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS

(SHPO LOG #005030421)

WHEREAS, the Federal Transit Administration (FTA) may provide funding to Metra for the reconstruction and improvement of the 59th/60th Street Metra Station in Chicago, Illinois (Project), and FTA has determined that the Project is an undertaking subject to review under Section 106 of the National Historic Preservation Act of 1966 (54 United States Code [U.S.C.] § 306108) (NHPA), as amended, and its implementing regulations at 36 Code of Federal Regulations [C.F.R.] Part 800 (hereinafter collectively referred to as Section 106); and

**WHEREAS**, the Project consists of reconstruction of all four platform-level headhouses and two street-level depots, providing ADA-compliant access to the depots and platforms, repair and improvements to the viaduct and embankment, and repair to the retaining walls; and

WHEREAS, pursuant to 36 C.F.R. § 800.3(c)(3), FTA initiated consultation with the Illinois State Historic Preservation Office (SHPO) in the Historic Preservation Division of the Illinois Department of Natural Resources; and

WHEREAS, pursuant to 36 C.F.R. § 800.2(c), FTA has consulted with the consulting parties listed in Attachment C (Consulting Parties), and FTA has invited these Consulting Parties to sign this Memorandum of Agreement (MOA) as either a Concurring Party or an Invited Signatory, as such terms are defined in 36 C.F.R. § 800.6(c); and

WHEREAS, pursuant to 36 C.F.R. § 800.2(c)(2)(ii), upon initiation of the Section 106 consultation for the Project, FTA notified the following Tribes and invited their participation in consultation for the Project: Citizen Potawatomi Nation, Oklahoma; Forest County Potawatomi Community, Wisconsin; Hannahville Indian Community, Michigan; Kickapoo Tribe of Oklahoma; Little Traverse Bay Bands of Odawa Indians, Michigan; Menominee Indian Tribe of Wisconsin; Miami Tribe of Oklahoma; Prairie Band Potawatomi Nation, Kansas; and

**WHEREAS**, the Miami Tribe of Oklahoma accepted the invitation to participate as a Consulting Party; and

WHEREAS, pursuant to 36 C.F.R. § 800.4(a)(1), FTA, in consultation with the SHPO and other Consulting Parties, has defined the Area of Potential Effects (APE) for the Project as documented in Attachment A to this MOA and SHPO concurred with the APE in a letter dated April 5, 2021; and

WHEREAS, pursuant to 36 C.F.R. § 800.4(c), FTA, through file searches, cultural resources surveys, and consultation with the SHPO and other Consulting Parties, identified twenty-seven (27) historic properties, which are properties eligible for or listed in the in National Register of Historic Places (NRHP) and are indicated in Attachment A; and

WHEREAS, pursuant to 36 C.F.R. § 800.5 and in consultation with SHPO and other Consulting Parties, FTA found that the Project will have an adverse effect on four (4) historic properties: (1) 59th/60th Street Viaducts and Embankments; (2) Jackson Park Historic Landscape District and Midway Plaisance; (3) Chicago Park Boulevard System Historic District; and (4) Metra Electric District, as indicated in Attachment B, and that the Project would have no effect or no adverse effect on the other historic properties in the APE. SHPO concurred with this finding in letters dated June 9, 2022, and March 23, 2023; and

**WHEREAS**, pursuant to 36 C.F.R. § 800.6(a) and in consultation with SHPO and other Consulting Parties, FTA has considered ways to avoid, minimize and/or mitigate adverse effects, including through design modifications; and

WHEREAS, following a Consulting Parties meeting on June 1, 2022, FTA and Metra revised the initial design of headhouses at Metra 59th/60th Street Station in response to comments received from Consulting Parties as part of the Section 106 process, and a modified design was provided to Consulting Parties for review and comment and presented during a Consulting Parties meeting on March 6, 2023; and

WHEREAS, after minimization efforts, the Project still resulted in adverse effects to historic properties, and FTA and SHPO agreed upon measures for mitigating the identified adverse effects on the 59th/60th Street Viaducts and Embankments, Jackson Park Historic Landscape District and Midway Plaisance, Chicago Park Boulevard System Historic District, and Metra Electric District, as outlined in this MOA; and

**WHEREAS**, in accordance with 36 C.F.R. § 800.6(a)(1), FTA notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination and intention to enter into a MOA on February 14, 2023, and the ACHP, in a letter dated April 3, 2023, declined to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

**WHEREAS**, the SHPO is a Signatory to this MOA because the Project will have adverse effects on historic properties; and

**WHEREAS**, Metra, as the Project sponsor, will have roles and responsibilities in the implementation of this MOA, has participated in consultation, and has been invited by FTA to sign this MOA as an Invited Signatory; and

WHEREAS, the Chicago Park District manages the park within which the Project occurs, and because the Chicago Park District has responsibilities stipulated in this MOA, FTA has invited the Chicago Park District to sign this MOA as an Invited Signatory (the Invited Signatories together with FTA and SHPO shall each be referred to herein as a Signatory and collectively as the Signatories); and

**WHEREAS**, Consulting Parties are invited to sign this MOA as Concurring Parties, who have review responsibilities stipulated in this MOA; and

**NOW, THEREFORE**, the FTA and SHPO agree that the Project will be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

#### **Stipulations**

FTA, in coordination with Metra, will ensure the following measures are carried out:

#### I. APPLICABILITY

A. If Metra applies for additional federal funding or approvals for the Project from a federal agency that is not party to this MOA, the agency may remain individually responsible for their undertaking under 36 C.F.R. Part 800. Alternatively, if the undertaking as described herein remains unchanged, such funding or approving agency may request in writing to FTA and SHPO of their

desire to designate FTA as lead federal agency for the undertaking pursuant to 36 C.F.R. § 800.2(a)(2) and to become a Consulting Party and Invited Signatory to this MOA pursuant to Paragraph B of this Stipulation.

- B. If during the implementation of this MOA, FTA identifies other agencies, tribes, individuals, and organizations with a demonstrated interest in the undertaking due to the nature of their legal or economic relation to the Project or affected properties, or due to their concern with the Project's effects on historic properties, FTA may offer such entities Consulting Party status pursuant to 36 C.F.R. § 800.2(c) and/or invite them to become an Invited Signatory or Concurring Party to this MOA, with notification to the other Signatory(ies) and Consulting Parties.
  - If FTA invites an entity to become an Invited Signatory, the party may accept this status by agreeing in writing to the terms of this MOA and so notifying FTA. If the entity agrees to become an Invited Signatory, and the Required Signatories (FTA and SHPO) have no objections, FTA will follow Stipulation IX to amend this MOA.
  - 2. If FTA invites an entity to become a Concurring Party, the entity may accept this status by agreeing in writing to the terms of this MOA and so notifying FTA. Because Concurring Parties have no responsibility for implementation of this MOA, FTA may add such parties to the consultation process without formal amendment of this MOA. FTA will notify the Signatory(ies) and Consulting Parties of any entities who agree to become a Concurring Party.

#### II. HIRING STANDARDS

- A. FTA will ensure all activities carried out pursuant to this MOA are performed by or under the direct supervision of historic preservation professional(s) who meet the Secretary of the Interior's (SOI) Professional Qualification Standards (48 FR §§ 44738-44739) in the appropriate field(s) for the activity regarding SOI-Qualified Professionals.
  - Metra will employ or contract with SOI-Qualified Professional(s) (hereafter, referred to as the "Preservation Lead") to advise Metra in implementing this MOA and to assist FTA as required.
- B. FTA and Metra will ensure that in the instance of other allied professions not covered by the SOI Professional Qualification Standards, they will meet other nationally recognized standards or licensure/certification requirements for the profession, as applicable. Whenever possible, individuals in allied professions should have a minimum of five (5) years of experience working with historic properties.

#### III. TREATMENT MEASURES TO RESOLVE ADVERSE EFFECTS

A. Interpretive Elements for the Metra 59th/60th Street Station Depots

Metra, with the assistance of their Preservation Lead, will develop interpretative elements stipulated in this section in conformance with the *Standards and Practices for Interpretive Planning* from the National Association for Interpretation (NAI) and install those elements within the 59th and 60th Street Metra Station depots. Metra, with the assistance of their Preservation Lead, shall ensure NAI- and SOI-Qualified Professional(s) prepare the interpretive elements.

1. Metra and its Preservation Lead, in coordination with FTA, will prepare a draft of interpretive elements to be placed within the 59th and 60th Street Station depots that will include proposed themes and locations within the depots, schematic plans, and text and graphics. Metra, in coordination with FTA, will review the draft interpretive elements for sufficiency and submit the draft to Signatories and Consulting Parties for review and

- comment. Signatories and Consulting Parties will have thirty (30) calendar days to provide comments on the draft interpretive elements.
- 2. Metra and its Preservation Lead, in coordination with FTA, will prepare final interpretative elements that will include the final content and design of the interpretative elements. As feasible, the final interpretive elements will incorporate recommendations made by Signatories and Consulting Parties on the draft station interpretive elements. Metra, in coordination with FTA, will review the final interpretive elements for sufficiency and submit the final draft to Signatories and Consulting Parties. Consulting Parties will have thirty (30) calendar days to provide comments on the final station interpretive elements. Signatories will have thirty (30) calendar days to provide concurrence on the final station interpretive elements. Consulting Party and Signatory review shall be concurrent. Disagreements regarding the interpretive plan will be resolved in accordance with Stipulation VIII of this MOA.
- 3. Metra will incorporate the interpretive elements into the Project's 100% design plans.
- 4. Metra will install the interpretive elements in the 59th and 60th Street Metra Station depots within one (1) year of the station reopening to the public.

#### B. Landscape Restoration and Planting Plan

Metra with the assistance of their Preservation Lead, and in coordination with FTA and the Chicago Park District, will prepare and implement a landscape restoration and planting plan for the Midway Plaisance in an area between 59th and 60th Streets and from S. Woodlawn Avenue to the elevated Metra Electric District. The landscape restoration and planting plan will be consistent with the SOI Standards for the Treatment of Historic Properties, particularly the Standards for Rehabilitation, and detail the species and placement of plantings based on the Midway Plaisance historic design and current needs as identified by the Chicago Park District. Metra, with the assistance of their Preservation Lead, shall ensure that the team preparing the landscape restoration and planting plan includes a qualified landscape architect per Stipulation II.B and an individual who meets the SOI Professional Qualification Standards (36 C.F.R. Part 61). The Chicago Park District will provide archival information necessary for the preparation of the landscape restoration and planting plan to Metra and their Preservation Lead. Metra and their Preservation Lead are responsible for securing all necessary permits and governmental approvals required for the landscape restoration and planting plan and any other related work on the Midway Plaisance. Any community meetings pertaining to the landscape restoration and planting plan under this MOA will be the sole responsibility of Metra and their Preservation Lead. Metra and their Preservation Lead are responsible for responding to all Signatory and Consulting Party comments on the landscape restoration and planting plan.

- Metra and its Preservation Lead will prepare a draft landscape restoration and planting plan and submit to the Chicago Park District and FTA for their review and comment. The Chicago Park District and FTA each will have thirty (30) calendar days to review and comment on the draft.
- 2. Metra and their Preservation Lead will address the Chicago Park District and FTA comments on the draft, and then provide the draft to Signatories and Consulting Parties for review and comment. Signatories and Consulting Parties each will have thirty (30) calendar days to provide comments on the draft landscape restoration and planting plan.
- 3. Metra and their Preservation Lead, in coordination with FTA and the Chicago Park District, will prepare a final landscape restoration and planting plan that takes into account the comments made by Signatories and Consulting Parties on the draft

landscape restoration and planting plan, as feasible. Metra, in coordination with FTA and the Chicago Park District, will submit the final landscape restoration and planting plan to Signatories and Consulting Parties. Consulting Parties will have thirty (30) calendar days to provide comments on the final landscape restoration and planting plan. Signatories will have thirty (30) calendar days to review and provide concurrence on the final landscape restoration and planting plan. Consulting Party and Signatory review shall be concurrent. Disagreements regarding the landscape restoration and planting plan will be resolved in accordance with Stipulation VIII of this MOA.

4. Metra, in coordination with Chicago Park District, will implement the landscape restoration and planting plan within one (1) year of the station reopening to the public as part of construction associated with the rehabilitation of Metra's 59th/60th Street Station. The Chicago Park District will install the plant material, and Metra will reimburse the Chicago Park District for the cost of the plant material. If any new trees or other vegetation planted as part of the landscape restoration and planting plan do not survive one year after they are planted, as determined by a certified arborist or landscape architect, Metra, in coordination with Chicago Park District, will obtain and plant replacement vegetation of the same species or a substitute species as agreed upon by Signatories and Consulting Parties.

#### IV. DURATION

A. This MOA will expire in ten (10) years from the date of its execution. Prior to expiration, FTA may consult with other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IX.

#### V. MONITORING AND REPORTING

- A. Each year following the date of the execution of this MOA until it expires or is terminated, Metra will provide FTA, Signatories, and Consulting Parties with a summary report detailing the work undertaken throughout the previous year pursuant to the stipulations of this MOA. The last report will be submitted within three (3) months of completion of construction of the Project or at completion of this MOA's terms, if later.
- B. Each summary report will include an itemized listing of all measures required to implement the terms of this MOA. For each action, the report will identify what steps Metra has taken during the reporting period to implement those actions and identify any problems or unexpected issues encountered, any scheduling changes proposed, any disputes and objections submitted or resolved, and any changes recommended in implementation of this MOA. Each summary report will also include a timetable of activities proposed for implementation within the following reporting period.

#### VI. POST-REVIEW DISCOVERIES

- A. If, after construction has commenced, FTA and Metra determine that the Project activities will affect a previously unidentified archaeological and/or architectural resource that may be eligible for the NRHP, or affect a known historic property in an unanticipated manner, FTA will address the discovery or unanticipated effect in accordance with 36 C.F.R. § 800.13, as outlined in the process below. FTA, at its discretion, may assume any unanticipated discovered property to be eligible for inclusion in the NRHP, pursuant to 36 C.F.R.§ 800.13(c). If human remains or archaeological sites are inadvertently discovered, or unanticipated effects on historic properties are found, then Metra will implement the following procedures.
- B. Regarding the unanticipated discovery of human remains or burials during demolition or construction activities, Metra will follow the process outlined below and comply with the Illinois Human Remains Protection Act (20 ILCS 3440), as necessary and appropriate.

- Upon encountering possible human remains or an unmarked human burial during ground disturbing construction activities, Metra will ensure that the construction contractor immediately stops work within a 150-foot radius from the point of discovery. Metra will ensure that the construction contractor implements interim measures to protect the discovery from vandalism and looting, but the construction contractor must not remove or otherwise disturb any human remains or other items in the immediate vicinity of the discovery.
- Metra will notify the County Coroner, FTA, SHPO, the Tribes, and other interested parties
  not already participating as a Consulting Party within 48 hours of the discovery. Metra or
  FTA will contact, by phone, and inform the point of contact for each interested Tribe of
  the discovery. Metra and the Tribes may each identify other interested parties for FTA
  and SHPO approval.
- 3. The County Coroner will determine jurisdiction. If the remains are less than 100 years old, no further action is required pursuant to this MOA or under the Illinois Human Remains Protection Act. If the remains are older than 100 years, the County Coroner will transfer jurisdiction to SHPO.
- 4. If jurisdiction is transferred to the SHPO, Metra and their Preservation Lead will determine if the remains are human, the degree to which they were disturbed, and if possible, assess their potential age and cultural affiliation without any further disturbance. Metra will present these findings to FTA and SHPO.
- 5. FTA is responsible for notifying the Tribes within one (1) business day of SHPO's agreement with Metra's findings.
- 6. If it is determined by SHPO that intact or fragmented human remains are present and that they are likely Native American, Metra will consult with SHPO, FTA, the Tribes, and other interested parties regarding measures to avoid or determine a treatment plan for the human remains and burial site. The treatment plan may include:
  - a. Formal archaeological evaluation of the site;
  - b. Visits to the site by the SHPO, the Tribes, and other interested parties; exploration of potential alternatives to avoid the human remains or burial; and
  - c. Procedures for disinterment and re-interment;
- 7. SHPO and FTA will issue approval to resume construction following completion of the fieldwork component of the treatment plan.
- C. Regarding the unanticipated discovery of archaeological resources that do not include human remains, Metra will comply with the following procedures:
  - 1. Metra will immediately cease all ground-disturbing activities within 150 feet of the discovery.
  - 2. Metra will notify FTA, SHPO, and the Tribes within two (2) business days from the time of the discovery.
  - 3. Metra, in consultation with FTA and SHPO, will conduct an on-site evaluation of the discovery. An SOI-Qualified archaeologist from Metra's Preservation Lead will investigate the discovery and make recommendations to FTA regarding eligibility, effects, and a course of action to protect the site, as necessary.

- 4. FTA will provide a determination of eligibility and effects on the site to Signatories and Consulting Parties with an interest in the potential archaeological resources associated with the discovery, as determined by FTA. FTA will also provide recommended measures to avoid or reduce harm, as necessary.
- 5. Signatories and Consulting Parties with an interest in the potential archaeological resources associated with the discovery will review and provide comments on FTA's determination of eligibility, effects, and measures to avoid or reduce harm within fifteen (15) calendar days. FTA will make a final determination of eligibility and effects and measures to reduce harm based on the comments received. Metra will then implement these measures accordingly and resume work. Any necessary archaeological investigations will be conducted in accordance with appropriate federal and state guidelines, statutes, rules, and regulations.
- 6. If requested by FTA or SHPO, Metra's Preservation Lead will develop a work plan for the treatment of the discovery and to resolve adverse effects to historic properties.
- 7. FTA, in consultation with SHPO, may authorize the continuation of ground-disturbing activities, with or without conditions; or, within fifteen (15) calendar days from the date that FTA and SHPO receive notice of the discovery, FTA, in consultation with SHPO, may require that continued ground disturbance activities be conducted only in accordance with an approved work plan.
- D. If during construction a previously identified historic property is affected in an unanticipated manner (i.e., when a new effect occurs or when the effect is different from FTA's determination of effect), Metra will immediately cease construction activities affecting the historic property. Metra will notify FTA and SHPO within two (2) business days of the time of the discovery. Metra's Preservation Lead will assess the extent of the effect and propose measures to avoid, reduce, or mitigate adverse effects, if applicable, in a brief report to FTA. If any repairs to historic properties are necessary, they will be consistent with the SOI's Standards for Rehabilitation (36 C.F.R. § 67.7). FTA will review the report within fifteen (15) calendar days and provide the report to SHPO, who will have fifteen (15) calendar days to review the report and concur with the proposed measures. If no response is received from SHPO within fifteen (15) calendar days after submission of report, FTA may authorize Metra to proceed with construction. Metra will implement these measures prior to resuming construction activities in the location of the historic property.
- E. If during construction Metra encounters an above-ground resource that could reasonably be a historic property, Metra will immediately cease construction activities at the encountered resource. Metra will notify FTA and SHPO within two (2) business days. Metra's Preservation Lead will provide a recommendation to FTA for the eligibility of the resource, along with measures to avoid, reduce, or mitigate adverse effects, if the resource is recommended eligible for NRHP listing. FTA will review the report within fifteen (15) calendar days and provide the report to SHPO, who will have fifteen (15) calendar days to review the report and concur with FTA's eligibility and effects findings and with the proposed measures, as appliable. If no response is received from SHPO within fifteen (15) calendar days after submission of report, FTA may authorize Metra to proceed with construction. Metra will implement these measures prior to resuming construction activities in the location of the historic property.

#### VII. EMERGENCY SITUATIONS

A. Should an emergency occur during construction of the Project that represents an imminent threat to public health or safety or creates a hazardous condition and in either case has the potential to affect historic properties, Metra will contact the appropriate emergency response agency with

jurisdiction as soon as possible. Metra will notify the Signatories and other Consulting Parties within one (1) business day of the condition which created the emergency, the immediate action taken in response to the emergency, the effects of the response to historic properties, and, where appropriate, further plans to address the emergency. This will include any further proposals to avoid, minimize, or mitigate potential adverse effects to historic properties.

- B. The Signatories and other Consulting Parties will each have seven (7) calendar days to review and comment on the plan(s) for further action. Consulting Party and Signatory review shall be concurrent. If FTA, the SHPO, and other Consulting Parties, as appropriate, do not object to the plan within the review period, then Metra will implement the proposed plan(s).
- C. Where possible, Metra will ensure that emergency responses allow for future preservation or restoration of historic properties and take into account the SOI Standards for the Treatment of Historic Properties and include on-site monitoring by the appropriate qualified professional as contained in Stipulation II.
- D. Immediate rescue and salvage operations conducted to preserve life, property, and/or public health are exempt from these and all other provisions of this MOA.

#### VIII. DISPUTE RESOLUTION

- A. Should any Signatory to this MOA object in writing at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FTA will consult with the disputing Signatory to resolve the objection. If FTA determines that such objection cannot be resolved, FTA will:
  - 1. Forward all documentation relevant to the dispute, including FTA's proposed resolution to the ACHP. ACHP will provide FTA with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FTA will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and provide it to the Signatories or Consulting Parties. FTA will then proceed according to its final decision.
  - 2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) calendar day period, FTA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FTA will prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and/or Consulting Parties to the MOA and provide them and the ACHP with a copy of such written response.
  - FTA and Metra's responsibility to carry out all other actions under the terms of this MOA that are not the subject of the dispute will remain unchanged.

#### IX. AMENDMENT

A. This MOA may be amended when such amendment is agreed to, in writing, by all Signatories. The amendment will be effective on the date that a copy signed by all Signatories is filed with the ACHP. 36 C.F.R. § 800.6(c)(7) will govern the execution of any such amendment.

#### X. TERMINATION

A. This MOA will expire in ten (10) years. If any Signatory to this MOA determines that the terms of this MOA cannot be carried out, that party will immediately consult with the other Signatories to attempt or develop an amendment per Stipulation IX above. If within thirty (30) calendar days (or another time period agreed to by all Signatories in writing), an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatories.

B. Once the MOA is terminated, and prior to work continuing on the undertaking, FTA must either: (a) execute a new MOA with the Signatories pursuant to 36 C.F.R. § 800.6(c)(1) or (b) request, take into account, and respond to ACHP comments provided under 36 C.F.R. § 800.7(a). FTA will notify the Signatories of the course of action it will pursue.

#### XI. EXECUTION

- A. This MOA may be executed in counterparts, and delivered by facsimile or PDF format, and in any such circumstances, shall be considered one document and an original for all purposes. This MOA will become effective on the date of the final signature by the required and Invited Signatories (Execution Date). FTA will ensure each Signatory is provided with a complete copy of the MOA, and that the final MOA, any updates to attachments, and any amendments are filed with the ACHP.
- B. Execution of this MOA by FTA and SHPO and implementation of its terms is evidence that FTA has taken into account the effects of this undertaking on historic properties and has afforded the SHPO and the ACHP opportunity to comment pursuant to Section 106 of the NHPA.

April 15, 2024

Date:

#### **SIGNATURE PAGE**

### MEMORANDUM OF AGREEMENT BETWEEN

## THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

**REQUIRED SIGNATORY** 

FEDERAL TRANSIT ADMINISTRATION

SIGNED BY:

Kelley Brookins, Regional Administrator

**US DOT – FTA Region 5** 

4/9/2024

Date:

#### **SIGNATURE PAGE**

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METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

**REQUIRED SIGNATORY** 

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

SIGNED BY: Carey Mayor

**Deputy State Historic Preservation Officer** 

#### SIGNATURE PAGE

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METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, **COOK COUNTY, ILLINOIS** (SHPO LOG #005030421)

**INVITED SIGNATORY** 

**METRA** 

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

**INVITED SIGNATORY** 

**CHICAGO PARK DISTRICT** 

SIGNED BY:

Rosa Escareño,

General Superintendent & CEO

Attest:

Sarah Gelder

Secretary

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

CONCURRING PARTY		
NATIONAL PARK SERVICE		
SIGNED BY: [NAME, POSITION]	Date:	

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

CONCURRING PARTY	
CITY OF CHICAGO DEPARTMENT OF P PRESERVATION	LANNING AND DEVELOPMENT – HISTORIC
SIGNED BY:	Date:
NAME POSITIONI	

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

**CONCURRING PARTY** 

DUSABLE MUSEUM

SIGNED BY:

[NAME, POSITION]

PERRI IRMER Resident & CEO

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

CONCURRING	PARTY		
HYDE PARK HI	STORICAL SOCIETY		
SIGNED BY:	[NAME, POSITION]	Date:	

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

CONCURRING PARTY

HYDE PARK-KENWOOD COMMUNITY CONFERENCE

SIGNED BY: Travis Williams, President

April 12, 2024

Date:

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

CONCURRING	PARTY		
JACKSON PAR	RK ADVISORY COUNCIL		
SIGNED BY:	[NAME, POSITION]	Date: _	

Metra 59th/60th Street Station Rehabilitation Project, SHPO Log #005030421 Memorandum of Agreement

### **SIGNATURE PAGE MEMORANDUM OF AGREEMENT BETWEEN**

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METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, **COOK COUNTY, ILLINOIS** (SHPO LOG #005030421)

**CONCURRING PARTY** 

**OBAMA FOUNDATION** 

[NAME, POSITION]

**SIGNED BY:** 

lmmar Kinki Chief Financial Officer \_\_FCB70FB63FF2402

Date:

4/15/2024

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

**CONCURRING PARTY** 

PRESERVATION CHICAGO

**SIGNED BY:** Date: 4/12/24

[NAME, POSITION]

Ward Miller, Executive Director Preservation Chicago

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

CONCURRING PARTY		
MIAMI TRIBE OF OKLAHOMA		
SIGNED BY: [NAME, POSITION]	Date:	

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

UNIVERSITY OF CHICAGO
SIGNED BY:

Date: 04/16/2024

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

**CONCURRING PARTY** 

SOUTH SIDE NEIGHBORS FOR HOPE

SIGNED BY:

[NAME, POSITION]

Date: \_April 12, 2024

Mary Anton

Founding Member, South Side Neighbors for Hope

Email: antonmary. bmaa e gmail. com

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

CONCURRING	<b>PARTY</b>		
JACKSON PA	RK WATCH		
SIGNED BY:	INAME POSITIONI	Date:	

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

CONCURRING PARTY		
VISTA HOMES BUILDING CORPORATION		
SIGNED BY: [NAME, POSITION]	Date:	

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

CONCURRING PARTY		
VISTA GARAGE BUILDING CORPORATION		
SIGNED BY: [NAME, POSITION]	Date:	

4/1/2024

Date:

### SIGNATURE PAGE MEMORANDUM OF AGREEMENT BETWEEN

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

**CONCURRING PARTY** 

MIDWAY APARTMENT BUILDING CORPORATION

SIGNED BY: Sam Simpson, President,

**Midway Apartment Building Corporation** 

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER

**REGARDING THE** 

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

CONCURRIN	G PARTY		
MIDWAY PLA	SISANCE ADVISORY COUNCIL		
SIGNED BY:	[NAME, POSITION] Midway Plaisance Advisory Council	Date:	

### THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS (SHPO LOG #005030421)

President

**CONCURRING PARTY** 

**SIGNED BY:** 

**MIDWAY VIEW APARTMENTS** 

1/ + 10

[NAME, POSITION]

Midway View Apartments

4/14/2024 **Date**:

Metra 59th/60th Street Station Rehabilitation Project, SHPO Log #005030421 Memorandum of Agreement

### SIGNATURE PAGE **MEMORANDUM OF AGREEMENT** BETWEEN

THE FEDERAL TRANSIT ADMINISTRATION AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER **REGARDING THE** 

METRA 59TH/60TH STREET STATION REHABILITATION PROJECT, COOK COUNTY, ILLINOIS

(SHPO LOG #005030421)

**CONCURRING PARTY** 

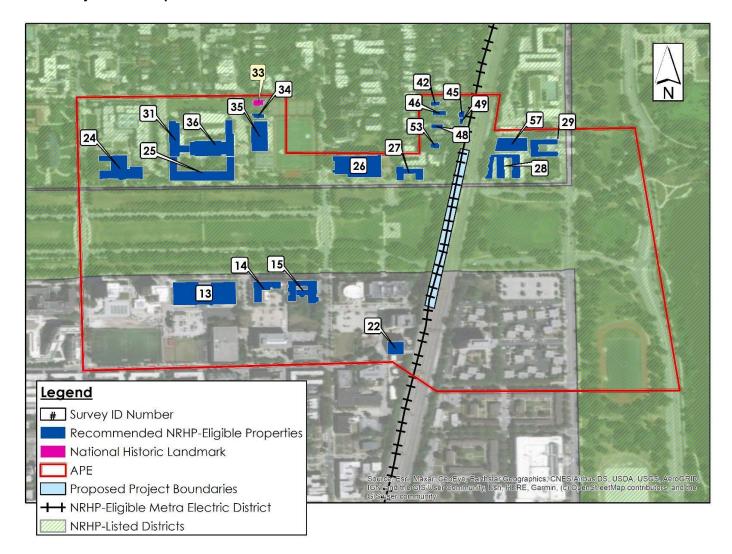
**RAYMOND M. LODATO** 

mond M. Lodalo Date: 04/12/2024

### Attachment A:

Project APE and Individually Eligible or Listed Historic Properties and Historic Districts in the APE

### Project APE\* Map:



### **Eligible or Listed Historic Properties in the APE:**

ID#	Resource Name/Address	Year Built	Individual NRHP Eligibility	NRHP Criteria
003	59th/60th Street Viaducts and Embankment	1918	Eligible	A, C
005	Embankment Stone Retaining Walls	1892	Eligible	A
007	Jackson Park Historic Landmark District and Midway Plaisance	Varies	NRHP Listed	A, C
800	Hyde Park-Kenwood Historic District	Varies	NRHP Listed	A, C
009	Chicago Park Boulevard System Historic District	Varies	NRHP Listed	A, C
010	Metra Electric District (MED)	Varies	Eligible (previously determined)	A, C
013	Keller Center 1307 E. 60th Street	1963	Eligible	A, C
014	Chapin Hall 1313 E. 60th Street	1938	Eligible	A, C
015	St. Paul's on the Midway 1375 E. 60th Street	1918	Eligible	A, C
022	Central Utility Plant 6101 S. Blackstone Avenue	c. 1930	Eligible	A, C
024	Ida Noyes Hall 1212 E. 59th Street	1916	Eligible	A, C
025	Blaine Hall 1362 E. 59th Street	1903	Eligible	A, C
026	International House 1414 E. 59th Street	1932	Eligible	A, C
027	Breckinridge Hall 1442 E. 59th Street	1916	Eligible	A, C
028	1518-1534 E. 59th Street	1924	Eligible	A
029	Vista Homes 5830 S. Stony Island Avenue	1926	Eligible	A, C
031	Judd Hall 5835 S. Kimbark Avenue	1931	Eligible	A, C
033	Frank R. Lillie House 5801 S. Kenwood Avenue	1904	NRHP Listed, National Historic Landmark	А, В
034	William Wilder House 5811 S. Kenwood Avenue	c. 1890	Eligible	A, C
035	Sunny Gymnasium 5823 S. Kenwood Avenue	1928	Eligible	A, C

ID#	Resource Name/Address	Year Built	Individual NRHP Eligibility	NRHP Criteria
036	University High School	1903	Eligible	A, C
	5840 S. Kenwood Avenue			
042	5804 S. Harper Avenue	1881	Eligible	С
045	5809 S. Harper Avenue	1883	Eligible	С
046	William Waterman House	1884	Eligible	С
	5810 S. Harper Avenue			
048	5816 S. Harper Avenue	1885	Eligible	С
049	5817 S. Harper Avenue	1885	Eligible	A, C
053	5832-5834 S. Harper Avenue	1875	Eligible	С
057	Vista Garage	1927	Eligible	А
	5844 S. Stony Island Avenue			

<sup>\*</sup>FTA's determinations of eligibility, as required by 36 C.F.R. § 800.4(b), were completed in consultation with the IL SHPO and consulting parties. IL SHPO concurred with FTA's eligibility determinations in June 2022 and March 2023.

### Attachment B:

**Adversely Affected Historic Properties** 

### **Eligible or Listed Historic Properties:**

Resource Name/Address	Individual NRHP Eligibility	Assessment of Effect
59th/60th Street Viaducts and Embankment	NRHP Eligible	Adverse Effect
Jackson Park Historic Landmark District and Midway Plaisance	NRHP Listed	Adverse Effect
Chicago Park Boulevard System Historic District	NRHP Listed	Adverse Effect
Metra Electric District	NRHP Eligible	Adverse Effect

Attachment C:

**List of Consulting Parties** 

#### **List of Consulting Parties**

### **Chicago Park District**

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### City of Chicago, DPD, Landmarks Division

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#### **Hyde Park Historical Society**

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#### **Hyde Park-Kenwood Community Conference**

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#### **Midway View Apartments**

Kristy Rawson, Board President <a href="mailto:mvabcboard@gmail.com">mvabcboard@gmail.com</a>

### **Individual Consulting Party**

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