

**MEMORANDUM OF AGREEMENT AMONG
METRA AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE MILWAUKEE DISTRICT WEST (MD-W) LINE ELGIN CREW
FACILITY RENOVATION PROJECT IN ELGIN, ILLINOIS
(SHPO LOG #006072523)**

WHEREAS, Metra plans to undertake the interior renovation of Elgin Station, located on its Milwaukee District West (MD-W) Line at 109 W. Chicago Street in Elgin, Kane County, Illinois; and

WHEREAS, the project is utilizing state funds, thereby making the project 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 August 1, 2023, the SHPO determined that Elgin Station is eligible for listing on the National Register of Historic Places (NRHP) and is significant under Criterion A in the areas of transportation and community planning and under Criterion C for its architecture; and

WHEREAS, the SHPO has determined that the Undertaking will have an adverse effect on Elgin Station due to removal of the curved ticket window; 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 Elgin Station.

STIPULATIONS

I. MITIGATION (NRHP Registration Form)

A. Within one (1) year of execution of this Agreement, Metra shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, Appendix A, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to work with the SHPO staff, as needed, to prepare a NRHP Registration Form for Elgin Station. The Consultant shall use the information previously provided to SHPO in its Elgin Station determination of eligibility, correspondence and attachments, and other sources appropriate to complete the documentation.

B. Draft Submission

Metra shall submit a draft of the completed NRHP Registration Form to the SHPO for review and comment. SHPO shall have 30 calendar days to review and provide comment to Metra. If SHPO does not provide comments to Metra in 30 calendar days, the submission will be deemed complete.

Following SHPO comment, Metra will incorporate comments requested by

SHPO. As needed, Metra will coordinate and consult with SHPO on its comments.

C. Final Submission

Upon completion of the final documentation, Metra shall submit the revised, final version to SHPO. SHPO shall indicate its acceptance within 30 calendar days. If SHPO does not provide comments to Metra in 30 calendar days, the submission will be deemed complete.

II. DURATION

This Agreement shall be effective for two (2) years or 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 VI AMENDMENTS below. Metra shall notify SHPO as to the course of action it will pursue.

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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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(SHPO LOG #006072523)**

SIGNATORY

METRA

By:  Date: 1.18.24
James M. Derwinski
CEO/Executive Director
Commuter Rail Division of the Regional Transportation Authority, d/b/a METRA

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 1/30/2024
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources