

**MEMORANDUM OF AGREEMENT
AMONG THE
FEDERAL HIGHWAY ADMINISTRATION,
ILLINOIS STATE HISTORIC PRESERVATION OFFICER,
ILLINOIS DEPARTMENT OF TRANSPORTATION, AND
CITY OF EVANSTON
REGARDING THE IMPROVEMENTS TO
FAU 2853/CHICAGO AVENUE
FROM HOWARD STREET TO DAVIS STREET
IN THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS**

WHEREAS, the City of Evanston plans to improve Chicago Avenue from Howard Street to Davis Street in Evanston, Cook County, Illinois (IDOT Sequence #23602, SHPO Log #003051223) (Project); and

WHEREAS, the Federal Highway Administration (FHWA) may fund the Project thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. Section 470f, and its implementing regulations, 36 CFR Part 800; and

WHEREAS, the FHWA and the Illinois Department of Transportation (IDOT) have defined the undertaking's area of potential effects (APE) as the corridor shown in Exhibit A; and

WHEREAS, the FHWA and the IDOT, in consultation with the State Historic Preservation Officer (SHPO), have identified one (1) historic district currently listed in the National Register of Historic Places (NRHP), Evanston Lakeshore Historic District (Historic Resource [HR]-5) which includes nine (9) contributing resources within the APE including the Nichols Concert Hall (HR-6), Lake Street Church of Evanston (HR-7), Raymond Park (HR-8), First Presbyterian Church (HR-9), House at 528 Greenwood Street (HR-10), House at 526 Greenwood Street (HR-11), House at 1327 Chicago Avenue (HR-12), House at 1139 Chicago Avenue/526 Hamilton Street (HR-18) and House at 524 Hamilton Street (HR-19), and one (1) architectural resource previously determined NRHP-eligible, Chateau de Chaumont Building (HR-4); and

WHEREAS, the FHWA and the IDOT, in consultation with the SHPO, have identified nineteen (18) architectural resources, University Building (HR-1), Commercial Building at 600-602 Davis Street (HR-2), Illinois Bell Telephone Building (HR-3), Concord Apartments (HR-13), The Stewart (HR-14), Commercial Building at 1301-1309 Chicago Avenue/513-525 Dempster (HR-15), Commercial Building at 601-615 Dempster Street (HR-16), Commercial Building at 600-610 Dempster Street (HR-17), Commercial Building at 949 Chicago Avenue (HR-20), Commercial Building at 913 Chicago Avenue (HR-21), Chicago Main Newsstand (HR-22), Main Metra Station (HR-23), Commercial Building at 815 Chicago Avenue (HR-24), Fire Station #2 (HR-25), Garage at 513 South Boulevard (HR-26), South Boulevard Metra Station (HR-27), Calvary Cemetery Entry Gate (HR-28), Calvary Cemetery (HR-29) are eligible for the NRHP; and

WHEREAS, the FHWA and the IDOT in consultation with the Illinois SHPO, has determined pursuant to 36 C.F.R. Section 800.5(a) that the Project will have an adverse effect on the Illinois Bell Telephone Building (HR-3), Evanston Lakeshore Historic District (HR-5), Chateau de Chaumont Building (HR-4), Raymond Park (HR-8), First Presbyterian Church (HR-9), House at 528 Greenwood Street (HR-10), House at 1327 Chicago Avenue (HR-12), Commercial Building at 601-615 Dempster Street (HR-16), House at 1139 Chicago Avenue (HR-18), Commercial Building at 949 Chicago Avenue (HR-20), Commercial Building at 913 Chicago Avenue (HR-21), and Commercial Building at 815 Chicago Avenue (HR-24); and

WHEREAS, the FHWA has determined that the undertaking will not have an effect on seventeen (17) historic properties including University Building (HR-1), Commercial Building at 600-602 Davis Street (HR-2), Nichols Concert Hall (HR-6), Lake Street Church of Evanston (HR-7), House at 526 Greenwood Street (HR-11), Concord Apartments (HR-13), The Stewart (HR-14), Commercial Building at 1301-1309 Chicago Avenue/513-525 Dempster Street (HR-15), Commercial Building 600-610 Dempster Street (HR-17), House at 524 Hamilton Street (HR-19), Chicago Main Newsstand (HR-22), Main Metra Station (HR-23), Fire House #2 (HR-25), Garage at 513 South Boulevard (HR-27), South Boulevard Metra Station (HR-27), Calvary Cemetery Entry Gate (HR-28), and Calvary Cemetery (HR-29); and

WHEREAS, the FHWA and IDOT have consulted with the Illinois SHPO in accordance with Section 106 of the National Historic Preservation Act (54 U.S.C. 306108) and its implementing regulations (36 C.F.R. Section 800) to resolve the adverse effects on the Illinois Bell Telephone Building (HR-3), Chateau de Chaumont Building (HR-4), Evanston Lakeshore Historic District (HR-5), Raymond Park (HR-8), First Presbyterian Church (HR-9), House at 528 Greenwood Street (HR-10), House at 1327 Chicago Avenue (HR-12), Commercial Building at 601-615 Dempster Street (HR-16), House at 1139 Chicago Avenue (HR-18), Commercial Building at 949 Chicago Avenue (HR-20), Commercial Building at 913 Chicago Avenue (HR-21), and Commercial Building at 815 Chicago Avenue (HR-24); and

WHEREAS, the FHWA and IDOT notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect in an email dated September 25, 2023, and the ACHP declined to participate in a letter dated October 11, 2023; and

WHEREAS, execution and implementation of this MOA evidences that the FHWA has satisfied its Section 106 responsibilities for the Project; and

NOW, THEREFORE, the FHWA, the IDOT, City of Evanston and the Illinois SHPO agree that the Project shall be implemented in accordance with the following stipulations to ensure that potential effects on historic properties are taken into account.

STIPULATIONS

The FHWA, the IDOT, City of Evanston and the Illinois SHPO agree that the following steps will be undertaken for the Project:

I. ARCHITECTURAL AND HISTORICAL RESOURCE MITIGATION

The City of Evanston will install interpretive signage or historic markers to convey the development of the Chicago Avenue corridor over time. The size, location and content of the markers should be determined by the Evanston Historic Preservation Commission in consultation with the Evanston Department of Public Works. Draft text and design must be submitted to the IDOT for review, who will coordinate with the Illinois SHPO. The Illinois SHPO must approve the text and design of the interpretive signage or historic markers.

II. PROFESSIONAL STANDARDS

For the purpose of implementing this MOA, the IDOT shall continue to employ departmental staff with qualifications that meet the requirements of 36 CFR Part 61, Appendix A. The IDOT shall ensure that the professional staff responsible for the implementation of the mitigation measures meet the requirements of 36 CFR Part 61.

III. DURATION

This MOA will expire if its stipulations are not carried out within five (5) years from the date of its execution. In such an event, the IDOT shall so notify the parties to this MOA and, if it chooses to continue with the Project, then the FHWA shall reinitiate review of the Project in accordance with 36 CFR Part 800.

IV. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the FHWA shall make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties and follow the requirements of 36 CFR Section 800.13(b).

V. DISPUTE RESOLUTION

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FHWA shall consult with such party to resolve the objection. If FHWA determines that such objection cannot be resolved, FHWA will:

- A. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the ACHP and signatories and the FHWA's proposed resolution, to the ACHP. The ACHP shall provide FHWA with its advice on the resolution of the objections within thirty days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FHWA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories and provide them with a

copy of this written response. FHWA will then proceed according to its final decision.

- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FHWA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA and provide them and the ACHP with a copy of such written response.
- C. FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

This MOA 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 signed by all of the signatories is filed with the ACHP.

VII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment. If within thirty days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories. Once the MOA is terminated and prior to work continuing on the undertaking, FHWA must request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. FHWA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the FHWA, IDOT, City of Evanston, and SHPO and implementation of its terms evidence that FHWA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

(Signature Pages Follow)

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Signatory

FEDERAL HIGHWAY ADMINISTRATION

By: *Irene Pantoja* Date: 3/19/24

Print Name: Irene Pantoja

Title: Transportation Engineer

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Signatory

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: Carey L. Mayer Date: 2/8/2024

Print Name: Carey L. Mayer, AIA

**Title: Deputy State Historic Preservation Officer
Illinois Department of Natural Resources**

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Signatory

ILLINOIS DEPARTMENT OF TRANSPORTATION

By: Jose Rios^{IR} Date: 3/7/24

Print Name: JOSE RIOS

Title: REGIONAL ENGINEER

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Concurring Signatory

CITY OF EVANSTON

By:  Date: 03 / 04 / 2024

Print Name: Lara N. Biggs, P.E.

Title: City Engineer