

**MEMORANDUM OF AGREEMENT  
AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION,  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER,  
VILLAGE OF GLEN ELLYN,  
AND  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
REGARDING THE REPLACEMENT OF THE  
GLEN ELLYN METRA STATION  
IN THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS**

**WHEREAS**, the Village of Glen Ellyn, in coordination with the Illinois Department of Transportation (IDOT), plans to replace the Glen Ellyn Metra Station located at 551 Crescent Boulevard in the Village of Glen Ellyn, DuPage County, Illinois (IDOT Sequence #21823, SHPO Log #007011819) (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 470(f), and its implementing regulations, 36 CFR Part 800; and

**WHEREAS**, the FHWA has defined the undertaking's area of potential effects (APE) as shown in Exhibit A; and

**WHEREAS**, the FHWA and the IDOT, in consultation with the Illinois State Historic Preservation Officer (SHPO), have determined that the Glen Ellyn Metra Station is eligible for the National Register of Historic Places (NRHP), and its replacement will cause an adverse effect to this historic property pursuant to 36 CFR Part 800 (Exhibit B); and

**WHEREAS**, the FHWA has determined that the undertaking will not have an effect on historic properties other than the Glen Ellyn Metra Station, and the SHPO concurred with this finding on November 4, 2022; and

**WHEREAS**, this Memorandum of Agreement (MOA) addresses the adverse effect to the Glen Ellyn Metra Station and related improvements; and

**WHEREAS**, the FHWA and IDOT held a public meeting on August 2, 2017; and

**WHEREAS**, the FHWA, in consultation with the IDOT, invited the Citizens for Glen Ellyn Preservation, DuPage County Historical Society, Glen Ellyn Historic Preservation Commission, Glen Ellyn Historical Society, Landmarks Illinois, Next Stop Coffee Shop, Northern Illinois Historic League, Illinois Historic Group, Illinois Commerce Commission, Metra Rail, and Union Pacific Railroad to participate in the Section 106 consultation on January 4, 2021; and responses were received from eight parties: the Glen Ellyn Historic Preservation Commission, Glen Ellyn

Historical Society, Landmarks Illinois, Next Stop Coffee Shop, Illinois Historic Group, Metra Rail and Union Pacific Railroad; and

**WHEREAS**, the IDOT, on behalf of the FHWA, in accordance with 36 CFR Part 800.6(a)(1), notified the ACHP of the adverse effect in emails dated January 4, 2023 and February 9, 2023, and the ACHP declined to respond, therefore project consultation will continue pursuant to 36 CFR Part 800.6(a)(1)(iv); and

**WHEREAS**, the FHWA has consulted with the SHPO, the IDOT and the Village of Glen Ellyn regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as invited signatories; and

**WHEREAS**, the FHWA and IDOT has consulted with Metra Rail and the Union Pacific Railroad regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as concurring parties; and

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

**NOW, THEREFORE**, the FHWA, the IDOT, the Village of Glen Ellyn, and the 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, the Village of Glen Ellyn, and the SHPO agree that the following steps will be undertaken for the Project:

### **I. ARCHITECTURAL AND HISTORICAL RESOURCE MITIGATION**

- A. Prior to beginning of construction activities, the IDOT shall complete Historic Illinois Building Survey (HIBS) Level III recordation of the existing Metra Station. The IDOT will submit the draft HIBS (95%) to the SHPO, and the IDOT must receive written concurrence from the SHPO that the draft HIBS documentation is acceptable prior to the IDOT initiating demolition of the Metra Station. The IDOT will ensure the final HIBS (100%) documentation is submitted to and accepted by the SHPO. If no response is received within forty-five (45) days, it will be presumed the SHPO has found the provided documentation to be acceptable.
- B. The Village of Glen Ellyn will install interpretive signage or plaques near the former site of the demolished Metra Station. The signage/plaques may include the following: historical information about the station; impacts the station had on the area; and architectural/engineering significance of the station. This list of topics is not meant to be comprehensive but is provided to guide the design of the signage/plaques. Design of the signage/plaques will be completed by the Village of Glen Ellyn with input solicited from the Village of Glen Ellyn Historic Preservation Commission on content, material selection, size, signage location, and other pertinent details. The location and content of the signage/plaques will be reviewed and approved by the IDOT and SHPO prior to production and installation. Any

changes, proposed by the IDOT or SHPO in either location or content must be received within forty-five (45) days of receipt. After that, it will be presumed the location and content of the signage/plaques is sufficient.

- C. The mural, which is painted on sheets of plywood fastened to the north and west walls of the current station, will be professionally removed before demolition of the current station. The mural will be protected and stored in a climate-controlled location. Following completion of the Project, the mural, or portions thereof, will be installed preferably within the proposed new Metra station if practical or in an alternative publicly accessible facility (such as the Glen Ellyn Village Hall, Glen Ellyn History Center, Glen Ellyn Public Library). As the mural was specifically sized to the space available within the existing Metra Station, the mural may require minor alterations to accommodate reinstallation.

## **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. 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 it shall reinstate 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 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 (30) 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 Part 800.7. FHWA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the FHWA, the IDOT, the Village of Glen Ellyn, and the 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)

**MEMORANDUM OF AGREEMENT  
AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION,  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER,  
VILLAGE OF GLEN ELLYN,  
AND  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
REGARDING THE REPLACEMENT OF THE  
GLEN ELLYN METRA STATION  
IN THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS**

Signatory

FEDERAL HIGHWAY ADMINISTRATION

By: Irene Pantoja Date: 4/11/24

**Print Name: Irene Pantoja**

**Title: Environmental Protection Specialist**

**MEMORANDUM OF AGREEMENT  
AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION,  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER,  
VILLAGE OF GLEN ELLYN,  
AND  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
REGARDING THE REPLACEMENT OF THE  
GLEN ELLYN METRA STATION  
IN THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS**

Signatory

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: Carey L. Mayer Date: 2/26/2024

**Print Name: Carey L. Mayer, AIA**

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

**MEMORANDUM OF AGREEMENT  
AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION,  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER,  
VILLAGE OF GLEN ELLYN,  
AND  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
REGARDING THE REPLACEMENT OF THE  
GLEN ELLYN METRA STATION  
IN THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS**

Signatory

ILLINOIS DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_



Date: \_\_\_\_\_

*April 4, 2024*

**Print Name: Jose Rios**

**Title: District 1 Regional Engineer**

**MEMORANDUM OF AGREEMENT  
AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION,  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER,  
VILLAGE OF GLEN ELLYN,  
AND  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
REGARDING THE REPLACEMENT OF THE  
GLEN ELLYN METRA STATION  
IN THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS**

Signatory

VILLAGE OF GLEN ELLYN

By:  Date: 3-20-24

**Print Name: Mark Senak**

**Title: Village President**



**MEMORANDUM OF AGREEMENT  
AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION,  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER,  
VILLAGE OF GLEN ELLYN,  
AND  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
REGARDING THE REPLACEMENT OF THE  
GLEN ELLYN METRA STATION  
IN THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS**

Concurring Party

COMMUTER RAIL DIVISION OF THE RTA (METRA)

By: *Jim Derwinski by JAM* Date: *3/21/2024*

**Print Name:** James M. Derwinski

**Title:** CEO / Executive Director

**MEMORANDUM OF AGREEMENT  
AMONG THE  
FEDERAL HIGHWAY ADMINISTRATION,  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER,  
VILLAGE OF GLEN ELLYN,  
AND  
ILLINOIS DEPARTMENT OF TRANSPORTATION  
REGARDING THE REPLACEMENT OF THE  
GLEN ELLYN METRA STATION  
IN THE VILLAGE OF GLEN ELLYN, DUPAGE COUNTY, ILLINOIS**

Concurring Party

UNION PACIFIC RAILROAD

By: \_\_\_\_\_ Date: \_\_\_\_\_

**Print Name:**

**Title:**