

PROGRAMMATIC AGREEMENT

AMONG:

THE DEPARTMENT OF THE NAVY,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER,

AND

THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

FOR THE:

BASE CLOSURE AND DISPOSAL OF
THE NAVAL AIR STATION (NAS) GLENVIEW, ILLINOIS

OCTOBER 1995

WHEREAS the United States Navy (Navy) is responsible for implementation of applicable provisions of the Base Closure and Realignment Act of 1990 (P.L. 101-510 [1990]); and

WHEREAS the Navy is proceeding with realignment of functions and units, closure of installations, and disposal of excess and surplus property in a manner consistent with the *"Report of the President's Commission on Base Realignment and Closures"*, dated July 1, 1993 (Commission Report); and

WHEREAS the Navy has determined that the closure, interim leasing, interim licensing, and/or disposal of portions of NAS Glenview, Illinois, will have an effect upon a property eligible for listing in the National Register of Historic Places (hereinafter referred to as "historic property"), and has consulted with the Illinois State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C., Section 470f), Section 110(f) of the same Act (16 U.S.C., Section 470h.2[f]), and Section 111 of the same Act (16 U.S.C., Section 470h.3); and

WHEREAS the historic property consists of Hangar # 1, as formally determined eligible for listing in the National Register of Historic Places (NRHP) through consultation and consensual agreement between the SHPO and the Navy; and

WHEREAS an appropriate restrictive device has been prepared to protect this property in the event of lease (Appendix 2) or transfer/sale (Appendix 3); and

WHEREAS there is an agreed upon mechanism for the amendment of this document as future circumstances may require (Appendix 4); and

WHEREAS interested members of the public, including the Village of Glenview, Illinois, the approved local redevelopment authority, and the Glenview Historical Society have been provided an opportunity to comment on the effects this Base Closure and Disposal action may have on the NAS Glenview historic property, and the Village of Glenview has been invited to concur with this Agreement; and

NOW, THEREFORE, the Navy, the SHPO, and the Council agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on the historic property.

STIPULATIONS

The Navy will ensure that the following stipulations are implemented:

I. Architectural Property

A. For the purposes of this Agreement, it is understood that:

1. The Navy will ensure that lessees, if any, in consultation with the SHPO, will develop a reuse plan for the historic property. The Navy will encourage new property owner(s), in consultation with the SHPO, to develop a plan for the adaptive reutilization of the historic property which is consistent with the protective covenant attached as Appendix 3.

2. Indirect effects of alternative reuses on the historic property will be examined in the Navy's National Environmental Policy Act (NEPA) documentation covering installation reuse. The SHPO's comments, if any, will be included in the final NEPA documentation.

II. Archeological Property

A. For the purposes of this Agreement, it is understood that:

1. The Navy has conducted a professional archeological survey of all NAS Glenview property, and no archeological sites nor deposits were found. The Illinois SHPO has

concurring in this finding.

III. Interim Protection

A. The Navy shall ensure that if the historic property is vacated pending disposal, it will be maintained and preserved pursuant to the Secretary of the Interior's *Standards for Rehabilitation and the Guidelines for Rehabilitating Historic Buildings* and NAVFAC MO-913, *Historic Structures Preservation Manual* (collectively referred to as "standards") to minimize deterioration.

B. The Navy shall report annually to the SHPO concerning the status of the historic property and any actions taken to secure, protect, and preserve the property. The first report shall be submitted in October following operational closure of NAS Glenview, and shall continue each subsequent October until the historic property is transferred out of Navy jurisdiction. Upon disposal, the SHPO shall be formally notified of the new owner(s) name(s), address(es), and telephone number(s), as well as the official date of Navy disposal.

C. While the property remains under the Navy's jurisdiction, the Navy will ensure that the Illinois SHPO has the opportunity to review and comment on any undertaking affecting the property, excepting those exempted in Stipulation IV, before the undertaking is initiated. If the undertaking involves alteration/demolition, or if the SHPO determines that the undertaking does not meet the Standards, the Navy will contact the Council and review will proceed pursuant to 36 CFR Part 800.

D. The Navy will give full consideration to interim protection of the property through the execution of interim leases or management agreements pursuant to Section 111 of the National Historic Preservation Act of 1966, as amended (NHPA).

IV. Exempt Activities

Pending transfer of the historic property out of Navy ownership, the following activities proposed by the Navy, or any of its lessees or licensees, are specifically exempt from review by the Illinois SHPO:

A. Activities which will not alter the characteristics which qualify the property for inclusion in the NRHP;

B. Activities involving non-historic properties which will have no impact upon the historic property;

C. In-kind street and parking area resurfacing, where no additional right-of-way is required in immediate proximity to the historic property;

D. Routine maintenance of the historic property which consists of the following:

1. Removal of dead or unsalvageable landscape features.
2. Modifications to interiors of non-historic structures.
3. Minor, in-kind replacement of building or site features as part of emergency repair, or routine maintenance not part of a larger project involving the historic property.
4. Those repair and/or maintenance actions involving the historic property which are carried out in conformance with the procedures set forth by the Standards.

E. Installation of heating, ventilation, and air conditioning (HVAC) equipment, plumbing, and electrical systems, where such activities do not affect the visual character of the historic property.

F. Environmental restoration and remediation of hazards which pose a threat to human health and the environment, but do not have the potential to affect the historic property.

V. Recordation of the Historic Property

The Navy will be responsible for the recordation of the historic property as described in the following:

A. Prior to any demolition, alteration or rehabilitation which is deemed to be an adverse effect, based on review pursuant to Stipulation III(C), on the historic property, provided the historic property is still under the jurisdiction of the Navy, the Navy shall contact the National Park Service to ascertain what level of documentation is required to record the property or portions thereof to be affected.

B. The Navy shall ensure that all documentation so prepared is completed and accepted by the Historic American Building Survey (HABS)/Historic American Engineering Record (HAER) prior to any undertaking determined to be an adverse effect upon the historic property through consultation with the SHPO, and that copies of this documentation are provided the SHPO.

VI. Environmental Remediation

A. The Navy may treat and/or demolish the historic property if it is determined through consultation to be an immediate threat to health and safety due to: unsafe conditions of the structure; contamination by hazardous, toxic, and/or radiological (HTR) substances; natural disaster(s); and will notify the SHPO and Council prior to treatment or demolition, and the SHPO shall provide the response within five (5) working days. The Navy shall consult with the SHPO in the development of plans for the treatment of the historic property should such need arise.

B. Emergency undertakings shall be handled in accordance with 36 CFR 800.12.

VII. Licenses, Leases and Transfers of Property

A. The Navy shall license, lease, transfer and/or dispose of the parcel at the NAS Glenview which contains the historic property or parcels which are in proximity to the historic property as may be necessary or appropriate to meet the goals and objectives of the Base Realignment and Closure (BRAC) legislation. Such license, lease, transfer and/or disposal action(s) shall include the protective covenants attached as Appendices 2 and 3.

B. Except for those activities described elsewhere within this Agreement as "Exempt Activities", prior to any construction, alteration, rehabilitation, demolition, disturbance of the ground surface, or any other action affecting the historic property, the lessee or sublessee or licensee or other authorized occupant shall submit plans and specifications for the proposed action to the Navy for review and, following consultation pursuant to Stipulation III(C), approval. If the Lessee or Licensee cannot adhere to the conditions provided by the SHPO, the Lessee or Licensee shall so notify the Navy. If the disagreement over the conditions cannot be resolved, the Navy shall request the comments of the Council in accordance with Stipulation X, "Dispute Resolution" contained elsewhere in the Agreement.

VIII. Public Benefit Transfers/Title XXIX Conveyance

Public benefit transfer of the historic property to a local non-federal entity (as authorized in Title XXIX of the National Defense Authorization Act of 1994) will include appropriate preservation covenants, as set forth in Appendices 2 and 3. Federal agency recipients will be responsible for compliance with Sections 106 and 110 of the NHPA with respect to the property. The Navy will notify the SHPO and the Council in writing of each entity which requests and has all or portions of the historic property assigned to it pursuant to this stipulation and the Navy shall remind receiving Federal agencies of their NHPA responsibilities.

IX. Public Sale

Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR Part 800.13 to consider such amendment. Format for recommended amendments is provided as Appendix 4.

EXECUTION of this Agreement and implementation of its terms evidence that the Navy has afforded the Council an opportunity to comment on the closure and disposal of NAS Glenview, Illinois, and its effects on the historic property, and that the Navy has taken into account the effects of the undertaking on the historic property.

FOR THE DEPARTMENT OF THE NAVY:

Raymond S. Tyler 24 Jan. 1996
Raymond S. Tyler, CAPT, CEC, USN Date
Commanding Officer, SOUTHNAVFACENCOM

FOR THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER:

William Wheeler 2-28-96
William Wheeler, Illinois SHPO Date

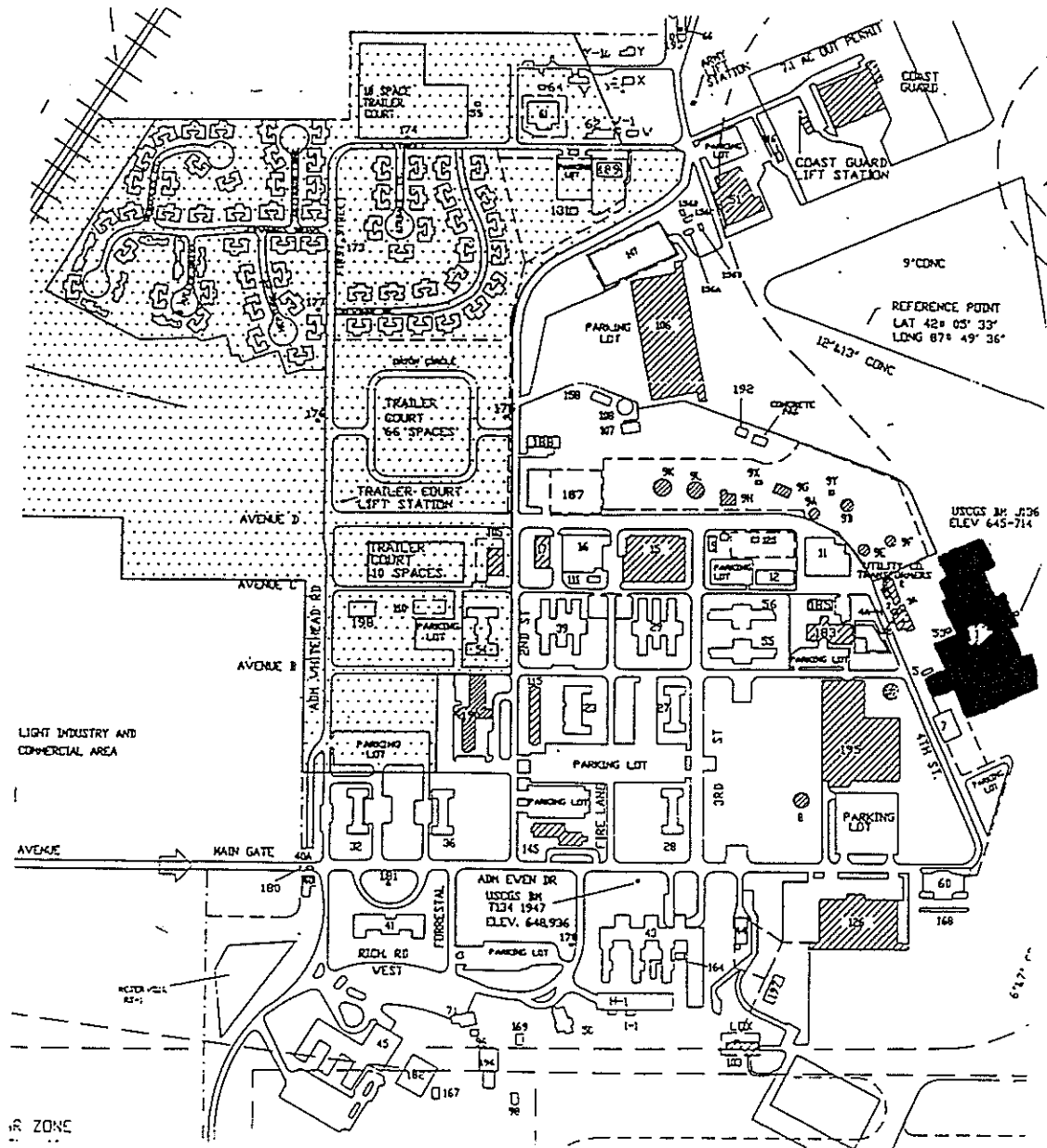
FOR THE ADVISORY COUNCIL ON HISTORIC PRESERVATION:

Robert D. Bush 5-13-96
Robert D. Bush, Executive Director Date

CONCUR:

Nancy L. Firfer 2/13/96
Nancy L. Firfer, President Date
Village of Glenview, IL

APPENDIX 1



**BLDG.#1 LOCATION MAP
NAS GLENVIEW, ILLINOIS**

APPENDIX 2

LEASE PRESERVATION CLAUSE

Building Number 1 at NAS Glenview, Illinois, is eligible for inclusion in the National Register of Historic Places. Lessee will coordinate any proposed aesthetic, structural or landscape alterations to this building with the Navy and the Illinois State Historic Preservation Officer (SHPO) prior to undertaking said alterations. Any approved aesthetic, structural or landscape alterations to this building must be done in accordance with the Secretary of the Interior's *Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (U.S. Department of the Interior, National Park Service) and will be the subject of consultation between the Lessee, the Navy, and the Illinois SHPO.

APPENDIX 3

STANDARD ARCHITECTURAL PRESERVATION COVENANT

XXX. Grantee hereby covenants on behalf of itself, its successors and assigns, to the Illinois State Historic Preservation Officer (SHPO) to preserve and maintain Building Number 1 located at NAS Glenview, County of Cook, State of Illinois, more particularly described as (*legal description*), in a manner that preserves and maintains the attributes that contribute to the eligibility of Building Number 1, of which said real property is a part, for the National Register of Historic Places. Such attributes include exterior features (including facades and fenestration, scale, color, materials, and mass), interior features determined significant by the Illinois SHPO, and views from, to, and across the property.

(1) Building Number 1 will be preserved and maintained in accordance with The Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (National Park Service). No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on Building Number 1 that would materially affect the integrity or the appearance of the attributes described above without the prior written permission of the Illinois State Historic Preservation Officer (SHPO), and signed by a fully authorized representative thereof.

(2) Upon acquisition of the property, the Grantee will take prompt action to secure the property from the elements, vandalism, and arson, and will undertake any stabilization that may be required to prevent deterioration. Grantee will make every effort to retain or reuse, to the extent practicable, the historic structures.

(3) In the event that archeological materials are encountered during construction or ground-disturbance activities, work shall cease in the immediate area until the SHPO is consulted and provides written permission to recommence work. Should the SHPO require, as a condition of the granting of such permission, that the Grantee conduct archeological survey data recovery operations or other activities designed to mitigate the potential adverse effect of the proposed activity on the *archeological resources* the Grantee shall at his/her/its own expense conduct such activities in accordance with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 FR 447344-37) and such standards and guidelines as the SHPO may specify, including, but not limited to, standards and guidelines for research design, field work, analysis, preparation and dissemination of reports, disposition of

artifacts and other materials, consultation with Native American or other organizations, and reinterment of human remains.

(4) The Grantee will allow the Illinois SHPO or his/her designee, at all reasonable times and upon reasonable advance notice to Grantee, to inspect Building Number 1 in order to ascertain whether Grantee is complying with the conditions of this preservation covenant.

(5) The Grantee will provide the Illinois SHPO with a written summary of actions taken to implement the provisions of this preservation covenant within one (1) year after the effective date of the transfer of Building Number 1.

(6) Failure of the Illinois SHPO to exercise any right or remedy granted under this covenant shall not have the effect of waiving or limiting the exercise by the Illinois SHPO, or any other right or remedy or the invocation of such right or remedy at any other time.

(7) In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the Illinois SHPO may, following reasonable notice to Grantee, institute suit to enjoin said violation or to require the restoration of Building Number 1. The successful party shall be entitled to recover all costs or expenses incurred in connection with such a suit, including all court costs and attorney's fees.

(8) The Navy encourages the Village of Glenview, IL, the approved local redevelopment authority, to open its own consultation, at a time of its choosing, with the Illinois State Historic Preservation Office in order to develop its own Memorandum/Programmatic Agreement concerning the maintenance, repair, interim and long-term protection, and management of the historic property following disposal/transfer by the Navy.

This covenant is binding on Grantee, its successors and assigns, in perpetuity. The restrictions, stipulations and covenants contained herein shall be inserted by Grantee, its successors and assigns, verbatim or by express reference in any deed or other legal instrument by which it divests itself of either the fee simple title or any lesser estate in Building Number 1, or any part thereof.

APPENDIX 4

AMENDMENT FORM

Amendment # _____

Date: _____

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AMONG:

THE DEPARTMENT OF THE NAVY,
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AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

FOR THE:

BASE CLOSURE AND DISPOSAL OF
NAVAL AIR STATION, GLENVIEW, ILLINOIS

1. Need for Amendment: (Describe briefly)
2. Proposed Amendment Narrative: (Specify)

DEPARTMENT OF THE NAVY:

By: _____ Date: _____
(Typed Name, Rank, Title and Command)

ILLINOIS STATE HISTORIC PRESERVATION OFFICER:

By: _____ Date: _____
(Typed Name and Title)

ADVISORY COUNCIL ON HISTORIC PRESERVATION:

By: _____ Date: _____
(Typed Name and Title)