

MEMORANDUM OF AGREEMENT (MOA)
BETWEEN the FEDERAL AVIATION ADMINISTRATION
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
DEVELOPMENT OF A NEW FIXED BASE OPERATOR FACILITY
AT CHICAGO EXECUTIVE AIRPORT
IN
WHEELING / PROSPECT HEIGHTS, COOK COUNTY, ILLINOIS

WHEREAS, Chicago Executive Airport (Airport) is in the process of planning to improve the airport by the development of a Fixed Base Operator (FBO) Facility and the Federal Aviation Administration (FAA) is reviewing the proposed FBO pursuant to the **Airport Improvement Program**, [Airport and Airway Improvement Act of 1982 (Public Law 97-248)] and the **National Environmental Policy Act (NEPA)** [42 U.S.C. 4321 et seq.], as amended; and

WHEREAS, the proposed undertaking consists of: Constructing four aircraft hangars (up to 64,000 sf total) joined by a three story executive terminal building (approximately 45,000 sf total), which would house the FBO's offices; Reconstruct and develop new apron area (approximately 130,680 SF), including grading and drainage; Construct vehicular parking and access roadways, including grading and drainage, in accordance with the City of Prospect Heights parking, access, and setback requirements; Construct a fuel farm with underground storage tanks; Install security fence with associated lighting; Install a civic or aviation related monument; Demolish and remove two existing hangars (including Hangar #1, an eligible historic resource) and associated pavements; and

WHEREAS, the Airport and the FAA have defined the undertaking's Area of Potential Effect (APE) as the area of land containing Hangar One and its apron; and

WHEREAS, the FAA has determined that the undertaking will have an adverse effect on Hangar One which is considered eligible for listing in the National Register of Historic Places, and has consulted with the Illinois State Historic Preservation Officer "**SHPO**" pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, no other properties of historic, architectural or archaeological significance exist within the project area, nor are human remains likely to be encountered; and

WHEREAS, the FAA has consulted with the Illinois Department of Transportation, Division of Aeronautics regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a concurring party under their authority granted them through the FAA's State Block Grant Program, and

WHEREAS, the FAA has consulted with the Chicago Executive Airport regarding the

effects of the undertaking on historic properties and has invited them to sign this MOA as an invited signatory and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the FAA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the FAA and the Illinois SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

FAA shall condition its approval of the project and future funding on the implementation of the following measures:

1. Hangar One shall be documented in accordance with the Illinois Historic American Buildings Survey Standards (IL HABS).
2. The IL HABS number for the building shall be CK-2009-1.
3. Level III documentation shall be prepared by the applicant, Chicago Executive Airport.
4. Sketch plans, drawn in computer assisted drafting (CAD) format shall be produced on archivally stable Mylar sheets unless original plans are available, then these shall be reproduced on Mylar sheets.
5. Digital photography utilizing the standards developed by the National Register of Historic Places of the building to include building site, exterior elevations, distinctive exterior architectural features and significant interior spaces and features shall be produced on archivally stable paper.
6. Written historic narrative of the Hangar and its importance to the history of Chicago Executive Airport and a written architectural description of the building using the IL HABS designated outline format shall be completed.
7. The applicant will award the recordation contract to the consultant of its choice, provided the consultant is qualified to perform the work and agrees to meet IL HABS Standards and guidelines.
8. IHPA will review the draft photos and field notes and accept or reject documentation and deliver one original and one copy on computer disc to IHPA and a local repository if so requested.
9. Upon IHPA's written acceptance of the draft IL HABS documentation, the Chicago Executive Airport may commence demolition activities to the building.

I. DURATION

This MOA will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the FAA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation III below.

II. DISPUTE RESOLUTION

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

- A. Forward all documentation relevant to the dispute, including the FAA's proposed resolution, to the ACHP. The ACHP shall provide the FAA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the FAA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. FAA 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, the FAA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the FAA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. The FAA's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

III. 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.

IV. 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 per Stipulation III, above. If within thirty (30) days (or another time period agreed to by all signatories) 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, the parties must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The parties shall notify the signatories as to the course of action it will pursue.

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

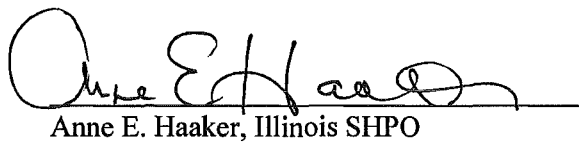
SIGNATORIES:

**Federal Aviation Administration
Great Lakes Region-Chicago Airports District Office**


James Keefer, Manager

August 27, 2009
Date

Illinois State Historic Preservation Officer


Anne E. Haaker, Illinois SHPO

August 25, 2009
Date

CONCURRING PARTIES:

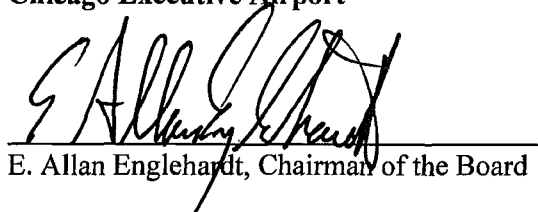
Illinois Department of Transportation – Division of Aeronautics


Susan R. Shea, Director

August 25, 2009
Date

INVITED SIGNATORIES:

Chicago Executive Airport


E. Allan Englehardt, Chairman of the Board

8/24/09
Date