PROGRAMMATIC AGREEMENT

among:
UNITED STATES AIR FORCE
ADVISORY COUNCIL ON HISTORIC PRESERVATION
ILLINOIS STATE HISTORIC PRESERVATION OFFICER

for the:
Base Closure and Disposal of Chanute Air Force Base, Illinois

November 1993

WHEREAS the United States Air Force (Air Force) is responsible for implementation of applicable provisions of the Base Closure and Realignment Act of 1988 (P. L. 100-526 (1988)); and

WHEREAS the Air Force 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 Secretary's Commission on Base Realignments and Closures," dated December 29, 1988 (Commission Report); and

WHEREAS the Air Force has determined that interim leasing, licensing and/or disposal of portions of Chanute Air Force Base (Chanute AFB), Illinois, will have an effect upon historic properties that are eligible for listing in the National Register of Historic Places (NRHP), 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 (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 properties include those properties and structures within the Chanute AFB Historic District (Historic District) (Appendix 1) as formally determined eligible for listing in the NRHP by the Keeper of the NRHP on May 25, 1993, as evidenced by the Formal Determination of Eligibility (Appendix 2); and

WHEREAS by a letter of September 8, 1992, the Council provided comments to the Air Force that the issuance of a license to the Village of Rantoul, Illinois (Village) for use of certain property as an airfield would have no adverse effect on the Historic District, the Air Force allowed the Village to occupy a portion of airfield property (consisting primarily of pavements and open areas) under the license provision of the Amended Airport Application; and

WHEREAS the Village participated in the consultation and has been invited to concur in this Programmatic Agreement (PA);

ATCH 1

NOW, THEREFORE, the Air Force, 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 properties.

STIPULATIONS - The Air Force will ensure that the following measures are carried out:

1. Recordation of Historic Properties

The Air Force will be responsible for the recordation of historic properties, buildings, structures, and the Historic District as described in the following subsections.

A. Within one (1) year after the execution of this Agreement or prior to the demolition, alteration, or rehabilitation of any contributing building or structure within the Historic District, whichever occurs first, the Air Force shall contact the National Park Service to determine what level of documentation is required to record the Historic District in its entirety.

B. The Air Force shall ensure that all documentation is completed and accepted by Historic American Building Survey/Historic American Engineering Record (HABS/HAER) prior to the demolition, alteration, or rehabilitation, and that copies of this documentation are made available to the SHPO and the Village.

C. The Air Force will prepare and submit to the National Park Service a National Register of Historic Places nomination form for this Historic District.

2. Interim Protection

A. The Air Force shall, in consultation with the SHPO, ensure that any building or structure within the Historic District that is vacated pending realignment and disposal is maintained and preserved pursuant to The Secretary of the Interior's Standards for Rehabilitation and the Guidelines for Rehabilitating Historic Buildings (National Park Service, 1990) to minimize deterioration.

B. The Air Force shall submit semi-annual reports to the SHPO identifying those buildings which have been vacated and the actions taken to secure, protect, and preserve the properties. The first report shall be submitted in April 1994. Subsequent reports shall be submitted with each annual report (as described in Stipulation 7), and each April thereafter, until all historic properties have been transferred or the year 2000, whichever occurs first.

3. Environmental Remediation

Except for the activities described in Stipulation 5, the Air Force shall: ***a.*** consult with the SHPO on environmental remediation activities which will have a significant impact on the physical or visual characteristics of contributing buildings within the Historic District, and ***b.*** forward documentation regarding the proposed remedial activity, and the historic property to be affected, to the SHPO for review and comment within thirty (30) days. Such activities include, but are not limited to, asbestos removal, and lead-based paint abatement.

4. Licenses, Leases and Transfers of Property

A. The Air Force shall transfer and dispose of parcels at Chanute AFB which contain portions of the Historic District, or are in proximity to the Historic District to include: A1, A2b, A2c, A3, G, P, O1, U, V1, V2, and V3. (See Appendix 3.)

B. Licenses and Leases:

1. The Air Force shall include in any license, lease, or other similar transfer document, a covenant, which is consistent with the preservation covenant attached hereto (Appendix 4), and such covenant shall be binding on that portion of the property which is within the Historic District.

2. Except for those activities listed in Stipulation 5 below, prior to any construction, alteration, rehabilitation, demolition, disturbance of the ground surface, or any other action within the Historic District, the lessee or sublessee (Lessee) or licensee or other authorized occupant (Licensee) shall submit plans and specifications for the proposed action to the SHPO for review and approval. If the Lessee or Licensee cannot adhere to the conditions provided by the SHPO, the Lessee or Licensee shall notify the Air Force. If the disagreement over the conditions cannot be resolved with the SHPO, the Air Force shall request the comments of the Council in accordance with Stipulation 6.

C. Public Benefit Transfers:

1. A covenant which is consistent with the preservation covenant attached hereto (Appendix 4) shall be included in any deed.

2. Prior to the assignment or transference of any historic properties to another Federal Agency, the Air Force shall provide written notification that the Federal Agency is responsible for compliance with Sections 106 and 110 of the National Historic Preservation Act, with respect to these properties. The Air Force will notify the SHPO and the Council in writing of each Federal Agency which has requested and has had property assigned to it, pursuant to this stipulation.

D. Negotiated Sales and Public Sales:

1. A covenant which is consistent with the preservation covenant attached hereto (Appendix 4) shall be included in any deed.

2. Marketing: Each of the parcels, or portions thereof comprising the Historic District may be marketed separately or as a group. Marketing information for the parcels shall include, but not be limited to the following:

A. An information package about the property, including but not limited to:

(1) clear, representative photographs of the property;

(2) a floor plan of each building indicating available square footage;

(3) a parcel map;

(4) information about the property's historic significance;

(5) information about any development grants such as Community Development Block Grants, Community Development Assistance Program Grants, Economic Development Administration (EDA) assistance, any economic incentives available for communities affected by base closure, and any other economic incentives;

(6) information about Federal and State tax benefits available after the Historic District is placed on the National Register of Historic Places; and

(7) notification of the requirements for the inclusion of restrictive covenants in transfer documents.

B. A distribution list of potential purchasers or transferees.

C. An advertising plan and schedule.

D. A schedule for receiving and reviewing offers.

5. Exempt Activities

Pending the transfer of historic properties out of Air Force ownership, the following activities proposed by the Air Force, or any of its lessees or licencees, are specifically exempt from review by the SHPO:

A. Activities outside and not adjacent to the Historic District;

B. In-kind street and parking area resurfacing, where no additional right-of-way is required within the Historic District.

C. Routine maintenance within the Historic District which consists of the following:

1. Removal of dead or unsalvagable trees, if replaced.

2. Interiors of non-contributing buildings.

3. Minor, in-kind repair or replacement of building or site features, elements or materials of non-contributing buildings.

4. Minor, in-kind repair or replacement of building or site features as part of emergency repair, or routine maintenance not part of a larger project.

D. Installation of heating, ventilation, and air conditioning (HVAC) equipment, plumbing, and electrical systems, where such activities do not affect the visual character of contributing structures within the Historic District.

E. Environmental restoration and remediation of hazards which pose an immediate threat to human health and the environment.

6. Dispute Resolution

Should the SHPO object within thirty (30) days to any proposed action pursuant to this Agreement as it relates to Licencees, Lessees, or the Air Force as caretaker, the Air Force shall consult with the SHPO to resolve the objection. If the Air Force determines that the objection cannot be resolved, the Air Force shall request the comments of the Council pursuant to 36 CFR Section 800.6(b). Any Council comments provided in response to such a request shall be provided within thirty (30) days, and shall be taken into account by the Air Force in accordance with 36 CFR Section 800.6(c)(2) with reference only to the subject of the dispute. The Air Force's responsibility to carry out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

7. Monitoring

The Air Force shall provide an annual written report to the SHPO and the Council describing the activities implementing this Agreement until all the historic properties have been transferred, or the year 2000, whichever occurs first. The first report shall be submitted by the Air Force in October, 1994, and subsequent reports shall be submitted each October, thereafter.

8. Anti-Deficiency Act

A. All requirements set forth in this PA requiring the expenditure of Air Force funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. Section 1341). No obligation undertaken by the Air Force under the terms of this PA shall require or be interpreted to require a commitment to expend funds not obligated for a particular purpose.

B. If the Air Force cannot perform any obligation set forth in this PA due to the unavailability of funds, the Air Force, the SHPO, and the Council intend the remainder of the PA to be executed. Any obligation under the PA which cannot be performed due to the unavailability of funds may be renegotiated between the Air Force, SHPO, and the Council.

9. Amendments

Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR Section 800.13 to consider such amendment.

CORRESPONDENCE among the parties to this Agreement shall be sent to the addresses listed in Appendix 5. Appendix 5 may be updated at any time by either of the parties.

EXECUTION of this Agreement and implementation of its terms evidence that the Air Force has afforded the Council an opportunity to comment on the disposal of Chanute AFB and its effects on historic properties, and that the Air Force has taken into account the effects of the undertaking on historic properties.

UNITED STATES AIR FORCE:

BY: _____ DATE: 19 Nov 93

Alan P. Babbitt
U.S. Air Force
Federal Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION:

BY: _____ DATE: 3-16-94

ILLINOIS STATE HISTORIC PRESERVATION OFFICER:

BY: _____ DATE: 12-21-93

William L. Wheeler
Illinois State Historic Preservation Officer

Concur:

_____ Date: _____

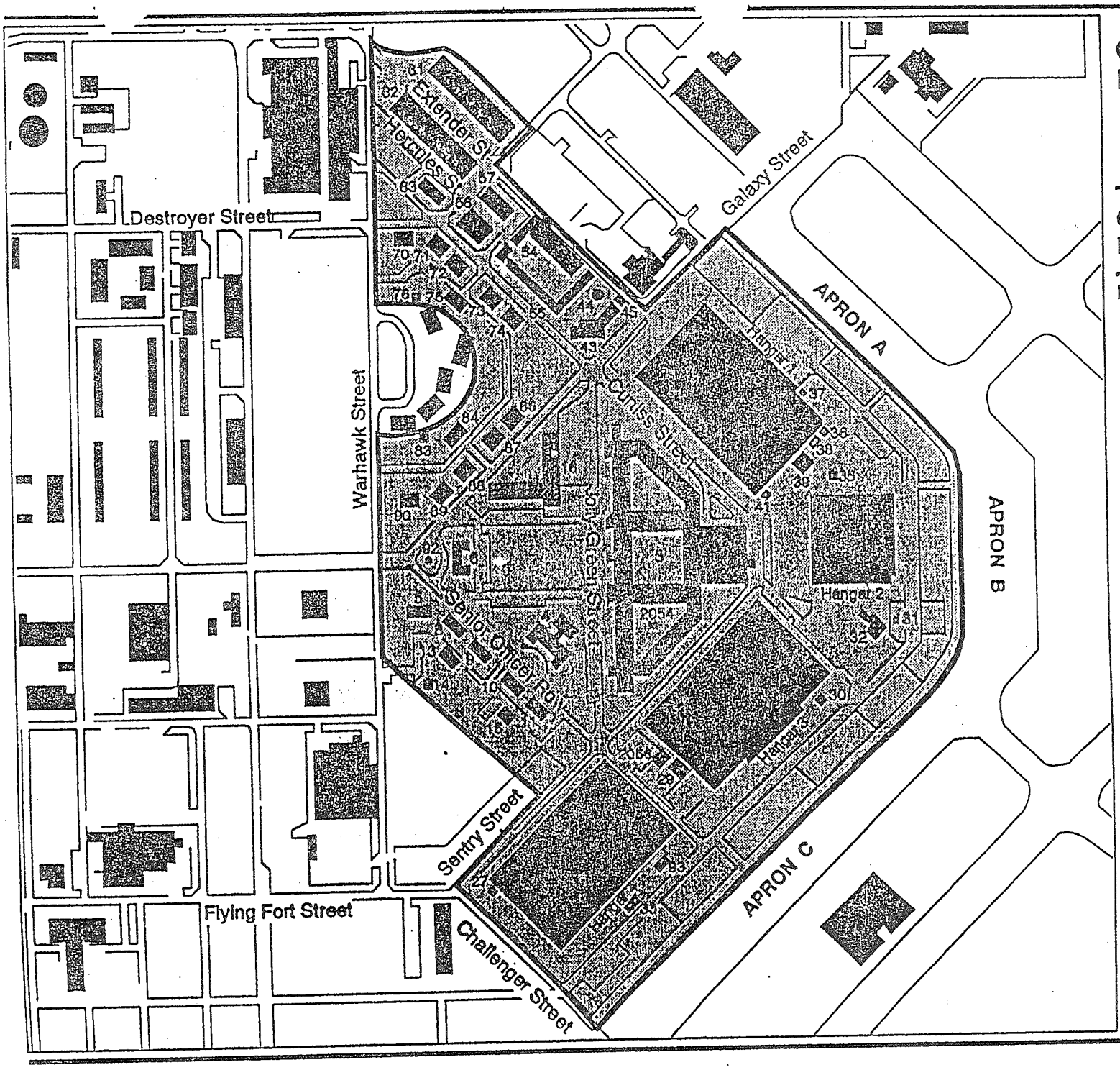
Katy B. Podagrosi, Mayor
Village of Rantoul

APPENDIX 1

MAP OF HISTORIC DISTRICT

APPENDIX 2

FORMAL DETERMINATION OF ELIGIBILITY



Chanute AFB Historic District

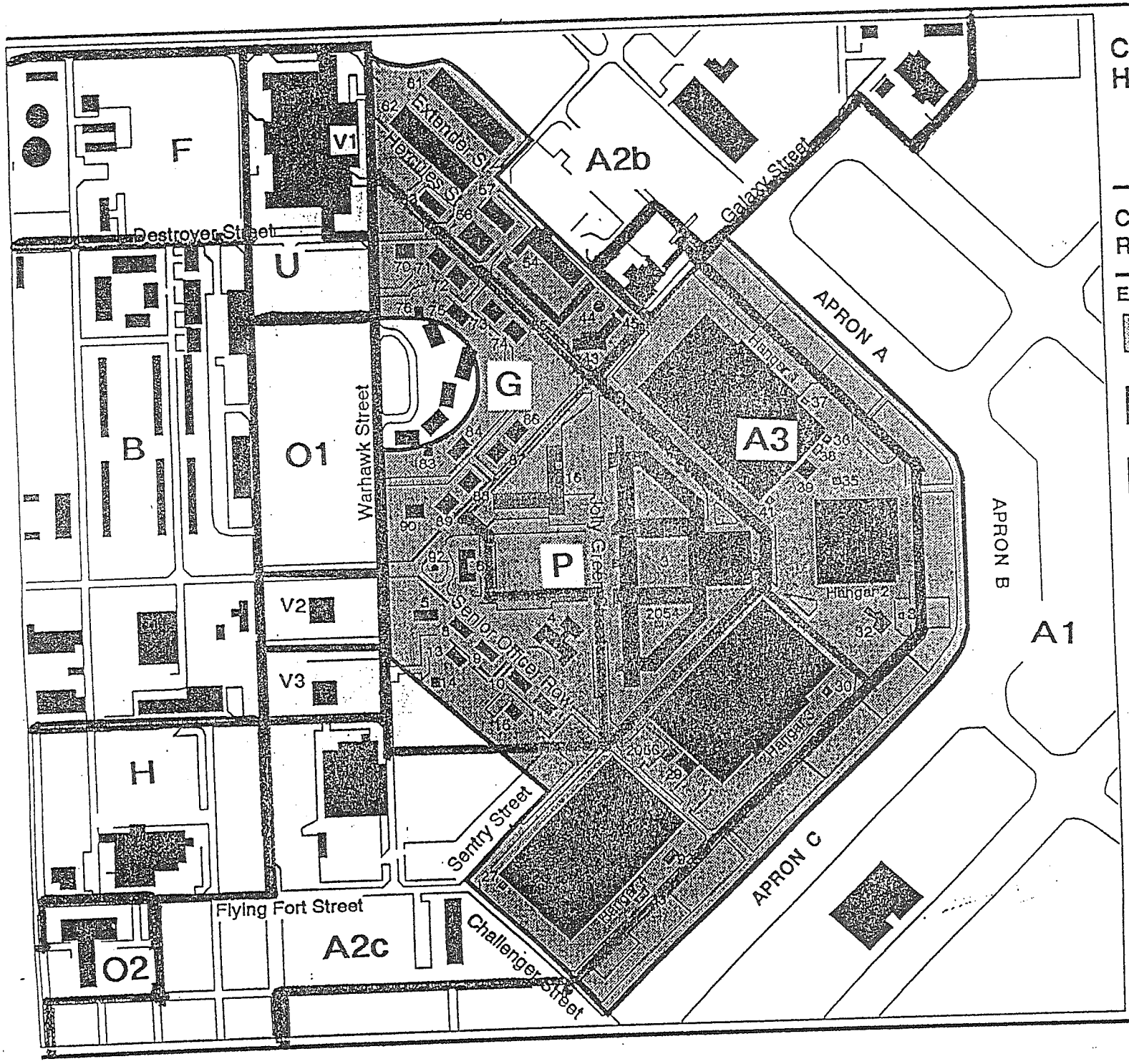
Chanute AFB Rantoul, Illinois

EXPLANATION

- Historic District
- Building 6 - NRHP Eligible on Individual Merit
- Non-Contributing Elements

ATTACHMENT 1.

0 125 250 500 Feet June 1991



Chanute AFB
Historic District

Chanute AFB
Rantoul, Illinois

EXPLANATION

Historic District

Building 6 - NRHP
Eligible on Individual Merit

Non-Contributing Elements

Appendix 3

PARCEL DESIGNATIONS

0 125 250 500 Feet June 1991

APPENDIX 3

PARCEL DESIGNATIONS

E.O. 11593

DETERMINATION OF ELIGIBILITY NOTIFICATION

National Register of Historic Places
National Park Service

Name of Property: Chanute AFB Historic District

Location: Champaign County State: ILLINOIS

Request submitted by: AF/Gary D. Vest

Date received: 5/11/93 Additional information received:

Opinion of the State Historic Preservation Officer:

X Eligible __Not Eligible __No Response __Need More Information

Comments:

The Secretary of the Interior has determined that this property is:

✓ Eligible Applicable criteria: A + C __Not Eligible

Comments:

36 CFR Part 63
Determination

__Documentation insufficient
(Please see accompanying sheet explaining additional materials required)

Beth Boland
Keeper of the National Register

Date: 5/25/93

WASO-28

APPENDIX 4

PRESERVATION COVENANT

PRESERVATION COVENANT

XXX. Grantee *[if not a deed, then insert other appropriate designation of Transferee, e.g., Lessee]* hereby covenants on behalf of itself, its successors and assigns, to preserve and maintain *[name of property]* located in the County of Champaign, State of Illinois, more particularly described as *[insert legal description]*, in a manner that preserves the overall character of the Chanute Historic District, including but not limited to *[name of property]*, its structures (to include exterior facades and fenestration, scale, color, use of materials, and mass), and any views from, to, and across the property, which are attributes that contribute to defining the character of the Chanute Historic District of which said real property is a part, in accordance with the recommended approaches in the Secretary of the Interior's Standards for Rehabilitation and the Guidelines for Rehabilitating Historic Buildings (National Park Service, 1990) in order to preserve and enhance those qualities that make *[name of property]* eligible for inclusion in the National Register of Historic Places. This covenant shall be binding servitude upon *[name of property]* and shall be deemed to run with the land.

(1) No construction, alteration, rehabilitation, remodeling, demolition, disturbance of the ground surface, or other action shall be undertaken or permitted to be undertaken on *[name of property]* 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 (Illinois SHPO), and signed by a fully authorized representative thereof. Should the Illinois SHPO object to the proposed treatment of buildings and/or sites within thirty (30) days of receipt of the request and cannot resolve the differences, the Grantee shall request the comments of the Advisory Council on Historic Preservation (Council) to resolve the dispute *[if the Grantee has possession of the property under a lease or license from the Air Force, the Grantee will first submit the dispute to the Air Force for resolution. If the Air Force cannot resolve the dispute with the SHPO, then the Air Force will request comments from the Council]*. The Council will provide comments within thirty (30) days of receipt of the request from the Grantee *[in the case of leases and licenses from the Air Force, the Air Force]*. The Grantee *[or in the case of leases and licenses from the Air Force, the Air Force]* shall consider the Council's comments in reaching its decision on the treatment. The Grantee *[in the case of leases and licenses from the Air Force, the Air Force]* will report its decision to the Council, and if practicable, it will do so prior to initiating the treatment.

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

(3) Should any historic properties (structures, artifacts, etc.) be discovered during implementation of an undertaking, the Grantee will stop work promptly and obtain the comments of the Illinois SHPO regarding appropriate treatment of the findings and the site. The final mitigation plan shall be approved by the Illinois SHPO.

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

(5) The Grantee will provide the Illinois SHPO and the Council 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 *[name of property]*. Similar reports will be submitted to the Illinois SHPO and the Council each January thereafter until the Air Force has disposed of the entire Historic District.

(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 of any other right or remedy or the invocation of such right or remedy at any other time.

(7) With the prior written approval of the Illinois SHPO, the Grantee may modify, remove, or release any or all of the foregoing restrictions for reasons including, but not limited to, economic factors, lack of structural integrity, or imminent threat to human health or safety. Prior to such action, Grantee will notify the Council of the proposed modification, removal, or release, and allow the Council thirty (30) days to comment.

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 *[name of property]*, or any part thereof.

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APPENDIX 5

ADDRESSES

Correspondence pursuant to this PA are to be sent to the following addresses:

U.S. Air Force:

Program Manager, Midwest Division
1700 N. Moore St., Suite 2300
Arlington, VA 22209-2802
(703) 696-5546

Deputy Assistant Secretary of the Air Force
(Environment, Safety and Occupational Health)
1660 Air Force Pentagon
Washington, DC 22330-1660
(703) 697-9297

Advisory Council on Historic Preservation:

Chief, Eastern Office of Review
Advisory Council on Historic Preservation
Old Post Office Building
1100 Pennsylvania Ave. NW, #809
Washington, DC 20004
(202) 606-8505

Illinois State Historic Preservation Agency:

Illinois State Historic Preservation Officer
Old State Capitol
Springfield, IL 62701
(217) 782-4836