MEMORANDUM OF AGREEMENT
BETWEEN
THE ILLINOIS DEPARTMENT OF TRANSPORTATION
AND
THE ILLINOIS HISTORIC PRESERVATION AGENCY
CONCERNING PUBLIC TRANSPORTATION IMPROVEMENTS
AT 5001 WEST DEMPSTER STREET
SKOKIE, COOK COUNTY, ILLINOIS

WHEREAS, the Illinois Department of Transportation (IDOT) has consulted with the Illinois Historic Preservation Agency (IHPA) concerning IDOT funded public transportation improvements at 5001 West Dempster Street, Skokie, Cook County, Illinois; and

WHEREAS, the funding of this project by IDOT through a state mass transportation capital assistance grant is defined as an undertaking within Section 3(f)(3) of the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420/1 et. seq.) [The Act]; and

WHEREAS, the proposed undertaking involves the possible demolition of the former Chicago North Shore & Milwaukee Railway Station, also known as the Chicago Transit Authority Dempster Street Station (the Station), a building listed on the National Register of Historic Places (NRHP) on March 1, 1996; and

WHEREAS, IHPA and IDOT agree the proposed demolition of the Station is an adverse effect in accordance with Section 3(d)(1) of the Act; and

WHEREAS, the Village of Skokie (the Village), recipient of the IDOT mass transportation capital assistance grant, concurs in this Memorandum of Agreement in its entirety and agrees to be bound by its terms; and

WHEREAS, the Chicago Transit Authority (CTA), owner of the Station, concurs and agrees to be bound by only those sections of the Memorandum of Agreement which apply to it: Stipulation Eight and Appendix A;

NOW THEREFORE, IHPA and IDOT agree that the following measures shall be implemented in order to take into account the adverse effect of this undertaking on the Station.

Stipulations

The Whereas clauses contained in the preamble of this Memorandum of Agreement are hereby incorporated into and made a part hereof of the body of this agreement.

IDOT shall ensure that the following measures are carried out.

1. The Village, in consultation with IHPA, shall market the Station through the preparation and issuance of a request for proposals (RFP) concerning the development/ adaptive reuse of the Station at the newly proposed location. The RFP shall include, but not be limited to, the following elements:

   A. Information about the proposed undertaking and the Station, including but not limited to:

      (1) general description of the proposed undertaking, effect of the undertaking on the Station, ownership of the Station, permanent long term tenants of the station.

      (2) developer's responsibility to move the Station and funding available for this operation.

      (3) photographs of the Station and potential new site;

      (4) a location/site map;

      (5) information concerning the Station's historic significance;

      (6) information on federal tax benefits for rehabilitation of historic properties;

   B. Notification that the Village and the developer will be required to maintain the property in accordance with the recommended approaches of the Secretary of Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (SIS) as found in the Code of Federal Regulations, Title 36, Part 67.

C. Notification of the inclusion of a restrictive covenant in any transfer documents. Covenant language (Appendix A) to be included in the marketing package.

D. Proposer Qualifications.

E. General Proposal Contents.

F. Technical Proposal Contents.

G. Proposal Deadline.

2. The Village shall submit a copy of the RFP to IHPA for review and comment. IHPA will issue comment to the Village within fifteen days (15) of receipt. If no comment is received within said 15 days, it is presumed IHPA has approved the RFP.

3. Upon IHPA's agreement with the RFP language and attachments, the Village shall prepare and issue the RFP, which will provide for an initial sixty day (60) response period. If after the initial sixty (60) day marketing period there are no responses, the Village will initiate a second sixty (60) day marketing period. The total of the two marketing periods shall not exceed one hundred and twenty (120) days.

4. Prior to issuance of the RFP, the Village and IHPA hereby agree to the following:

   A. A distribution list of potential proposers, which shall be exhaustive rather than restrictive.

   B. A schedule for issuing the RFP and receiving/ reviewing proposals.

5. The Village shall review all proposals giving weight to conformance to the SIS. The Village will send a summary of proposals submitted and if applicable identify the proposal selected for implementation. IHPA will comment on this documentation within thirty (30) days. If no comment is received within said 30 days, it is presumed IHPA has approved the proposal selected.

6. Prior to the Station being moved, the specifications for movement shall be reviewed and commented on by IHPA within thirty (30) days and shall be designed in accordance with the recommended approaches contained in the American Association for State and Local History publication Moving Historic Buildings by John Obed Curtis. If no comment is received within the said 30 days, it is presumed IHPA has approved the specifications.

7. The Village shall offer to proposed bidders a thirty three (33) year lease, or a lesser term if mutually agreeable between the Village and developer, to ensure potential developers can take advantage of the Internal Revenue Service Historic Tax Credits for rehabilitation of the Station.

8. CTA shall transfer ownership of the Station to the Village through an Intergovernmental Agreement and only after an acceptable proposal and developer has been designated by the Village. Title to the land under the station will remain with parcel owner. CTA shall ensure that the transfer or ownership documents for the Station incorporates the covenant attached hereto as Appendix A.

9. If after the RFP process provided for in Stipulation 3, the Village concludes no acceptable proposal has been received, the Village will notify IHPA and IDOT in writing of the RFP results and the Village's conclusions in regards to the process. IHPA shall within thirty (30) calendar days concur with the Village's findings or request a conference with the Village and IDOT. If no reply is received from IHPA within thirty (30) days, it is presumed IHPA has approved the Village's findings.

   If a conference is requested by IHPA, the Village, IDOT and IHPA shall promptly meet to discuss the Village's reasons for its conclusions and findings. The Village's findings shall be based primarily on securing the goal of an acceptable proposal from a qualified developer.

Criteria to be used in defining "acceptable proposals" include, in priority order:

A. Economic viability. The developer shall use private sector resources, Federal/State or private grants or Federal/State tax credits to develop the project in an economically feasible manner. The Village shall administer the project, but otherwise shall not be expected to contribute funds or assets towards development.

B. The developer shall demonstrate financial ability to complete the project. Among other criteria, this shall be indicated by completion of previous similar projects, ability to secure performance bonds from reputable insurance companies and appropriate financial resources and references.

C. The developer shall show evidence based upon qualifications, experience, architectural consultants, site plan development and façade representation that he/she is capable of safely relocating the structure and developing a quality rehabilitation in conformance with the recommended approaches of the Secretary of Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (36 CFR 67).

D. Compliance with all Federal, State and local codes, ordinances and rules and regulations.

Following the IHPA/IDOT/Village conference and using the criteria indicated above, IHPA shall not unreasonably deny the Village's conclusions and findings. IHPA approval or disapproval must be rendered within fifteen (15) days of the conference. If no comment is received from IHPA within fifteen (15) days, it is presumed IHPA concurs with the Village's conclusions and findings.

10. If demolition of the Station occurs, IDOT will perform or cause to be performed documentation of the Station in accordance with the Illinois Historic American Buildings Survey/Historic American Engineering Record (IL HABS/HAER) Standards and Guidelines and will include the following general requirements.

A. The IL HABS/HAER project will be coordinated through IHPA's IL HABS/HAER Program Coordinator.

B. Level II documentation will be required.

(1) Reproduction of existing Station site and architectural plans on IL HABS 36"x24" mylar sheets.

(2) Large format negative photography of the Station to include exterior elevations, distinctive exterior architectural features, and significant interior spaces/features.

(3) Large format negative copy photography of historical views if determined relevant and appropriate by IHPA IL HABS/HAER Coordinator.

(4) Written architectural description and history of the Station using the IL HABS/HAER designated outline format.

(5) IDOT will consult with IHPA to establish a specific scope of work prior to issuing an RFP for the selection of an IL HABS consultant or initiation of the IL HABS work.

C. IDOT will award the IL HABS/HAER undertaking to the consultant of its choice, provided the consultant is qualified to perform the work, and agrees to meet IL HABS/HAER Standards and IHPA designated specific scope of work requirements.

D. IHPA will review the completed IL HABS/HAER documentation within thirty (30) days, and accept or reject the final submittal in accordance with IL HABS/HAER Standards. If no comment is received within the set 30 days, it is presumed IHPA has approved the submittal.

E. No demolition can be undertaken until 100% IL HABS documentation is accepted by IHPA.

F. After IHPA acceptance, completed IL HABS/HAER documentation will be transmitted to the archives section of the Illinois State Historical Library (ISHL) for inclusion in the IL HABS/HAER Documentation Collection. IL HABS/HAER requirements specify one standard and one microfiche copy of accepted IL HABS/HAER documentation be provided for ISHL document management operations.

F. A standard copy of the IL HABS/HAER documentation for the Station will also be provided by IDOT to the Village, CTA and the Skokie Historical Society.

Execution of this Memorandum of Agreement and implementation of its terms evidences that IDOT has afforded IHPA an opportunity to comment on the proposed public transportation improvements at 5001 West Dempster Street in Skokie, Illinois and has taken into account the effects of the proposed undertaking on the Chicago North Shore & Milwaukee/Dempster Street Station in compliance with the Act.

9/19/00

ILLINOIS DEPARTMENT OF TRANSPORTATION — DATE

NAME: Stephen Schindel

TITLE: Director DOT

9-25-00

ILLINOIS HISTORIC PRESERVATION AGENCY — DATE

NAME: Anne Haaker

TITLE: Deputy State Historic Preservation Officer

CONCUR:

8/8/00

VILLAGE OF SKOKIE — DATE

NAME: Albert J. Rigoni

TITLE: Village Manager

8/29/00

CHICAGO TRANSIT AUTHORITY — DATE

NAME: Valerie B. Jarrett

TITLE: Chairman

Approved as to form and legality, for the sole benefit of CTA. Subject to proper authorization and execution thereof.

Kathleen H. Herrmann

Attorney

APPENDIX A

Historic Preservation Covenant

WHEREAS, the Chicago Transit Authority (CTA), a municipal corporation, has been authorized by its Board to issue covenant restrictions for the building it owns, the former Chicago North Shore & Milwaukee Railway Station also known as the CTA's Dempster Street Station located at 5001 Dempster Street, Skokie Illinois (Station); and

WHEREAS, CTA, by its grant and conveyance of the Station herein described above to the Village of Skokie (hereinafter the Village) wishes to transfer to the Illinois Historic Preservation Agency (IHPA) herein designated preservation covenants in and to the former Chicago North Shore & Milwaukee Railway Station which is the subject of this conveyance (hereinafter "the station"), and the Village, for itself, and its heirs, administrators, devisees, successors, and assigns is willing to acquire and accept the Station subject to such covenants; and

WHEREAS, the administration and enforcement of this preservation covenant by the IHPA will assist in preserving the historical and architectural values of the Station; and

NOW THEREFORE, in consideration of $10 (ten dollars) and other good and valuable consideration the conveyance of the Station, receipt of which is hereby acknowledged, Village hereby covenants on behalf of itself and its heirs, administrators, devisees, successors, and assigns with IHPA at all times to be bound by the following restrictions:

1. Moving of the Station shall be accomplished in accordance with the recommended approaches contained within Moving Historic Buildings (John Obed Curtis, 1979, American Association for State and Local History), with movement specifications reviewed and approved by the IHPA.

2. Once moved, the Station will be evaluated by the National Park Service for continued National Register of Historic Places listing within the context of its new site in accordance with 36 CFR Part 60, the National Register of Historic Places.

3. All rehabilitative, restorative or any other type of work undertaken on the Station will meet the Secretary of the Interior's "Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" and be reviewed and approved by the IHPA prior to the proposed work commencing.

4. IHPA shall be permitted by the Village at all reasonable times to inspect the Station, in order to ascertain if the above conditions are being observed. The right of inspection shall include the right to take photographs, make drawings, and prepare written descriptions of the Station for the purpose of documenting the appearance, condition, and uses of the Property at the time of inspection.

5. In the event of a violation of these covenants, in addition to any remedy now or hereafter provided by law, IHPA may, following reasonable notice to the Village, institute suit to enjoin said violation and to require, at the expense of Village, the restoration of the Station to the condition and appearance required under these covenants.

6. These covenants shall be deemed to run with the building as covenants at law and equitable servitude, and are binding on Village and IHPA, and their respective heirs, administrators, devisees, successors, and assigns in perpetuity. The restrictions, stipulations, and covenants contained herein shall be inserted by Village verbatim in any deed or other legal instrument by which it divests itself of either fee simple title or any other lesser estate in the Station of any part thereof.

7. The failure of IHPA to exercise any right or remedy granted under this instrument with respect to any particular violation of these covenants shall not have the effect of waiving or limiting the exercise of such right or remedy with respect to the identical (or similar) type of violation at any subsequent time or the effect of waiving or limiting the exercise of any right or remedy.

8. The invalidity of unenforceability of any provision of this instrument shall not affect the validity or enforceability of any other provision of this instrument or any ancillary or supplementary agreement relating to the subject matter hereof.

9. The covenants stated herein shall apply only to the Station in question and not to the land underlying the Station prior to its move.

10. CTA's obligations contained in and related to this Appendix A are released upon transfer of title to the Village of Skokie.

END