81B

APPENDIX B
MEMORANDUM OF AGREEMENT/ MEMORANDA OF UNDERSTANDING

Included in this Appendix are the Memorandum of Agreement (MOA) and Memoranda of Understanding (MOU) that were referenced in the Record of Decision, and were developed as part of the EIS, Section 4(f)/6(f), and Section 106 processes:

- Memorandum of Agreement regarding The Proposed O'Hare Modernization Program (OMP)
- Memorandum of Understanding regarding Standards and Procedures for Sound Insulation of Locally Important Historic Properties for the O'Hare Modernization
- Memorandum of Understanding regarding Schwerdtfeger Farmstead

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MEMORANDUM OF AGREEMENT
AMONG THE FEDERAL AVIATION ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICE,
AND
THE CITY OF CHICAGO

Regarding

The Proposed O'Hare Modernization Program (OMP)

In the Village of Bensenville and the City of Chicago
DuPage County, Illinois

WHEREAS, the Federal Aviation Administration (FAA), as the lead Federal agency, has been requested to approve the City of Chicago's proposed Airport Layout Plan (ALP) and associated development actions for Chicago O'Hare International Airport (O'Hare); and

WHEREAS, the undertaking consists of the FAA's approval of the City of Chicago's proposed ALP and associated development actions at O'Hare; and

WHEREAS, the FAA has defined the undertaking's Area of Potential Effect (APE) as that depicted on **Exhibit 1**; and

WHEREAS, the FAA is responsible for completing the requirements of Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470 (NHPA) for this undertaking; and

WHEREAS, the FAA has consulted with the Advisory Council on Historic Preservation (ACHP) and the Illinois State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800 regulations implementing Section 106 of the National Historic Preservation Act; and

WHEREAS, the City of Chicago participated in the consultation on these properties, would be the entity implementing the proposed undertaking depicted on the ALP, and would assume responsibilities under this Memorandum of Agreement (MOA), the FAA has invited the City of Chicago to be a signatory to this MOA; and

WHEREAS, the FAA, in consultation with the SHPO, has established the Area of Potential Effect, as defined at 36 CFR § 800.16(d), to include the properties known as the **Green Street School, Gas Service Station, St. Johannes Cemetery, and Rest Haven Cemetery** which are considered to be eligible for the National Register of Historic Places; and

WHEREAS, the FAA, in consultation with the SHPO, has determined that implementation of the proposed undertaking depicted on the ALP would have effects upon the **Green Street School, Gas Service Station, St. Johannes Cemetery, and Rest Haven Cemetery**; and

WHEREAS, the FAA, in consultation with the SHPO, has determined that implementation of the proposed undertaking depicted on the ALP would have no adverse effect upon the **Green Street School** due to the fact that the only action to be taken at the former school is the decrease in height of one chimney; and

WHEREAS, the FAA intends to use the provisions of this MOA to address applicable requirements of Section 110(b) of NHPA, 16 U.S.C. 470h-2(b); and

WHEREAS, the Village of Bensenville as representative for the Gas Service Station, the St. John's Church of Christ as representative for St. Johannes Cemetery, and the Rest Haven Cemetery Association as representative for Rest Haven Cemetery also participated in the consultation on these properties and are invited to concur with this MOA; and

NOW, THEREFORE, the FAA, the Advisory Council on Historic Preservation, and the Illinois State Historic Preservation Office agree that, upon acceptance of this MOA, and upon the FAA's issuance of a Record of Decision approving the proposed O'Hare Modernization Program (OMP), and the City of Chicago's decision to proceed with the proposed OMP, the FAA shall ensure that the following stipulations are implemented in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The FAA will ensure that the City of Chicago completes the following measures:

I. MITIGATION

A. Gas Service Station

FAA shall ensure that the following measures are carried out by City of Chicago:

1. In consultation with SHPO and FAA, the City of Chicago shall, upon the City's acquisition of the Gas Service Station, prepare a plan to market the gas service station to a party who would move it from its existing site. This plan shall include the following elements:

    a. Exterior and interior photographs of the gas service station.

    b. Location map.

    c. Information on the gas service station's architectural significance.

d. A statement that the gas service station will be donated by the City of Chicago to an appropriate party with a monetary contribution to the moving costs not to exceed demolition costs.

e. A statement that the recipient of the Gas Station will be required to move the gas service station from its existing site and rehabilitate the gas service station according to the recommended approaches of the Secretary of the Interior's "Standards for Rehabilitating Historic Buildings" pursuant to a deed restriction upon relocation.

f. A distribution list of potential purchasers or transferees.

g. An advertising plan and schedule.

h. A schedule for receiving and reviewing offers.

2. The City of Chicago shall review all reasonable offers in consultation with SHPO and FAA prior to acceptance of any specific offer. However, SHPO agrees that City of Chicago shall not be required to accept any offer or proposal that: (1) requires payment by the City of Chicago in an aggregate amount that exceeds the cost of demolition; (2) fails to provide that the gas service station will be completely removed from its existing site within ninety (90) days after acceptance of the proposal, or (3) does not provide reasonable assurances that the Village of Bensenville will allow the gas service station to be removed and relocated within such ninety (90) day period.

3. The specifications for moving shall be reviewed and commented on by SHPO and shall conform to the recommended approaches contained in the American Association for State and Local History publication Moving Historic Buildings by John Obed Curtis.

4. The City of Chicago shall make the property available via a marketing period of at least 120 days. If, after the expiration of that period, there are no transfer proposals submitted that in the judgment of the FAA, the City of Chicago and SHPO satisfy the requirements of paragraph 2, above, the City of Chicago shall notify SHPO and FAA with documentation of its marketing efforts and may demolish the gas service station immediately thereafter, conditioned upon the SHPO's acceptance of item 7 below.

5. Whether the property is transferred or demolished, the City of Chicago will ensure that the property is documented according to with Illinois Historic American Buildings Survey (IL HABS) Standards and Guidelines. The general scope of work for the required IL HABS documentation is as follows:

a. Level III documentation will be required.

b. Reproduction of available original drawings or sketch floor plans, on 24”x 36” IL HABS template mylars, forwarded by properly formatted IL HABS drawings Title Sheet.

c. Large format, 4”x 5” negative and 5” x 7” print, photography of exterior elevations, significant interior spaces and distinctive exterior and interior architectural features of the property. Approximately fifteen (15) Views.

d. Written architectural description of the gas service station using the IL Historic American Buildings Survey (HABS) / Historic American Engineering Record (HAER) designated outline format.

e. Written contextual histories associated with the property in the narrative form and inserted into the appropriate section of the IL HABS/HAER format.

6. The City of Chicago will award the IL HABS Documentation project to a consultant of its choice, provided the consultant is qualified to perform the work and agrees to meet IL HABS/HAER Standards.

7. SHPO will review the required IL HABS/HAER Documentation submittals, and accept or reject the 100% submittal in accordance with IL HABS/HAER Standards.

8. After SHPO acceptance, completed IL HABS/HAER Documentation will be deposited within the archives section of the Abraham Lincoln Presidential Library. SHPO requires that one standard and one microfiche copy of accepted documentation be provided for repository use.

9. No demolition or alteration of the property will be undertaken until all of the IL HABS/HAER documentation is accepted in writing by SHPO.

10. If during any phase of the subject undertaking unknown historic properties are discovered or unanticipated effects on historic properties found may occur, or human skeletal remains are discovered, the City of Chicago will halt ground disturbing activities in the immediate area of the discovery, initiate discovery notification procedures in a manner that is as similar as is reasonably possible to the procedures described in implementing the Illinois Skeletal Remains Protection Act (20 ILCS 3440) and consult with SHPO to establish and implement proper mitigative procedures concerning the discovered remains and/or properties before resuming ground disturbing activities in that work stoppage area.

11. Upon satisfactory compliance with the terms of this Memorandum of Agreement, SHPO shall, within thirty (30) days after the receipt of the last criterion for approval, issue written authorization to proceed with the demolition of the property. If, within thirty (30) days of the last submission of any criterion for approval required by this Memorandum of Agreement, SHPO has not issued

written authorization to demolish the Gas Service Station, and SHPO has not provided the City of Chicago with any written reason that falls within the specific scope, requirements and limits of this Memorandum of Agreement, SHPO agrees that the City of Chicago has fully complied with all state historic preservation laws pertaining to the demolition of the property.

B. St. Johannes Cemetery

1. Within 180 days of the FAA's issuance of a ROD, the City of Chicago (with oversight by FAA) will produce:

   a. A map of the cemetery - The City of Chicago would produce a professional level survey of all identified graves, and all historic features visible on the ground surface within St. Johannes Cemetery.

   b. Photographic Recordation - The headstones and all other above ground features will be recorded with archival photography prior to their removal. The City of Chicago will prepare six to nine, 5" x 7", 35 mm, archivally-processed, black-and-white photographs of each headstone.

   c. A copy of documentation related to the MOA will be provided to the St. John's United Church of Christ, the Village of Bensenville, the Bensenville Historical Commission, the FAA, and the SHPO.

2. The City of Chicago shall follow the protocol for the relocation of bodies from St. Johannes as provided in **Attachment A** to this MOA.

3. The graves located at St. Johannes Cemetery would be moved to other cemeteries as directed by surviving family members, or if there are no surviving family members, St. John's Church of Christ shall choose the cemetery for the grave to be relocated to. The FAA will also require that the City of Chicago provide an opportunity for a person, designated by St. John's Church of Christ or by the families of the deceased, to observe the relocation process.

4. If in the judgment of the City of Chicago, its ability to comply with the terms of this MOA regarding St. Johannes Cemetery is precluded by the failure of the surviving family members or St. John's Church of Christ to provide the requisite participation as called for in this MOA and the protocol provided in **Attachment A** to this MOA, the City of Chicago may seek from the FAA an advisory determination of the City's inability to comply. The FAA shall make its advisory determination within 30 days after receiving a written request for it from the City of Chicago. If the FAA's advisory determination concurs with the City's judgment, the City of Chicago shall use its best efforts to fully comply with the provisions of this agreement to the extent reasonably possible without the requisite participation of surviving family members or St. John's Church of

Christ. If the FAA does not concur in the City of Chicago's judgment, the FAA will use its best efforts to obtain such good faith participation.

C. Rest Haven Cemetery

1. Not later than 120 days prior to the initiation of construction activities within five hundred (500) feet of this Cemetery, the City of Chicago will:

   a. Install a security fence, meeting Transportation Security Administration (TSA) security requirements for airports, to surround the cemetery property.

      (1) Before installing the security fence, an archaeologist hired by the City, to work in consultation with a SHPO staff archaeologist, will determine if there are any graves located within a 50-foot perimeter of the current cemetery property. If there are graves located within a 50-foot perimeter, City of Chicago will coordinate with the SHPO and the FAA in a manner that is as similar as may be reasonably possible to the procedures described in implementing the Illinois Skeletal Remains Protection Act (20 ILCS 3440), and consult with SHPO and the FAA to establish and implement proper mitigative procedures concerning the discovered remains prior to installation of the security fence in that immediate area (which could include relocation of the graves to an alternate cemetery to be paid for by the City).

   b. Install a visual screen (to obscure the view of the security fence and/or potential blast fences) acceptable to the SHPO.

   c. Install benches within the cemetery property for reflection and contemplation.

2. Not later than 120 days prior to the activation of cargo activities at the proposed facilities to the east and west of the cemetery, the City of Chicago will:

   a. Install a blast fence along the west, north, and east sides of the cemetery (within the AOA) if determined to be necessary by the FAA at the time of FAA's review of the City's design of the cargo area, through application of FAA's current guidelines and standards.

   b. There shall be 5 feet of tall fescue or sacaton (ornamental tall grasses that grow up to 6' in height and are not wildlife attractants) between the cemetery property, and the security fence or the blast fences, which ever is closer to the cemetery property. (See **Exhibits 2 and 3** for conceptual plan drawings for Rest Haven Cemetery.)

3. The City will also provide unrestricted access to the cemetery 7:00 AM to 5:00 PM, seven days a week.

II. 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, 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 Advisory Council on Historic Preservation (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. The 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. It is the FAA's responsibility to ensure the City of Chicago carries out all actions required by the terms of this MOA that are not the subject of the dispute and remain unchanged.

III. PROFESSIONAL QUALIFICATIONS

FAA shall ensure that all historic preservation work carried out pursuant to this agreement is carried out by or under the supervision of a person or persons meeting, at a minimum, the *Secretary of the Interior's Professional Qualifications Standards* in the field of architectural history, as published in 36 CFR Part 61. All archaeological work will be performed by an archaeologist working on consultation with a SHPO staff archaeologist.

IV. DURATION

This life of this MOA is 5 (five) years from the date of its execution, except for the provision dealing with Rest Haven Cemetery (I.C.3) which shall remain in place for as long as that cemetery is located at its present site. All other work must be completed within that time, unless the signatories agree in writing to extend for the time to carry out its terms, except for as provided in the provision of I.C.1 and 2.

V. POST-REVIEW DISCOVERIES

If potential unknown historic properties are discovered or unanticipated effects on historic properties occur, or human skeletal remains are discovered outside of St. Johannes Cemetery, City of Chicago will halt ground disturbing activities in the immediate area of the discovery, initiate discovery notification procedures in a manner that is as similar as may be reasonably possible to the procedures described in implementing the Illinois Skeletal Remains Protection Act (20 ILCS 3440) and consult with SHPO to establish and implement proper mitigative procedures concerning the discovered remains and/or properties prior to resuming ground disturbing activities in that work stoppage area.

VI. MONITORING AND REPORTING

Every 3 months after the signatories sign this MOA and until it expires or it is terminated, the FAA shall provide the signatories to this MOA and the ACHP a summary report. The report will summarize work undertaken pursuant to its terms. The report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the FAA's efforts to carry out the terms of this MOA.

VII. 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 the FAA files a copy signed by all of the signatories with the ACHP.

VIII. TERMINATION

If the FAA, ACHP, SHPO, or the City 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 VIII, above. If within thirty (30) days (or another time period agreed to by the 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 FAA 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 FAA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the FAA, the ACHP, the Illinois SHPO, and the City of Chicago, and implementation of its terms, constitutes evidence that FAA and the City of Chicago have complied with Section 106 of the NHPA on the proposed OMP and its effects on the **Green Street School, Gas Service Station, St. Johannes Cemetery, and Rest Haven Cemetery** and that FAA and the City of Chicago have taken into account the effects of the project on these historic properties.

Execution of this Memorandum of Agreement by the FAA, the ACHP, the Illinois SHPO, and the City of Chicago, and its implementation of its terms by the City of Chicago, constitutes evidence that the FAA has afforded the ACHP an opportunity to comment on the OMP and its effects on historic properties and that the FAA has taken into account the effects of that undertaking on historic properties.

FEDERAL AVIATION ADMINISTRATION

BY: Date: SEP 23 2005

Jeri Alles, Manager, Airports Division, Great Lakes Region, Federal Aviation Administration

Memorandum of Agreement *NRHP Eligible Properties*

THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: John M. Fowler **Date:** 9/28/05

John M. Fowler, Executive Director, Advisory Council on Historic Preservation

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

BY: [signature] Date: 9-26-05

William L. Wheeler, State Historic Preservation Officer

CITY OF CHICAGO

BY: Date: 9/26/05

Rosemarie Andolino, Executive Director, O'Hare Modernization Program, City of Chicago

VILLAGE OF BENSENVILLE -- CONSULTING PARTY FOR THE GAS SERVICE STATION

BY: Date:

For the Village of Bensenville

ST. JOHN'S CHURCH OF CHRIST -- CONSULTING PARTY FOR ST. JOHANNES CEMETERY

BY: Date:

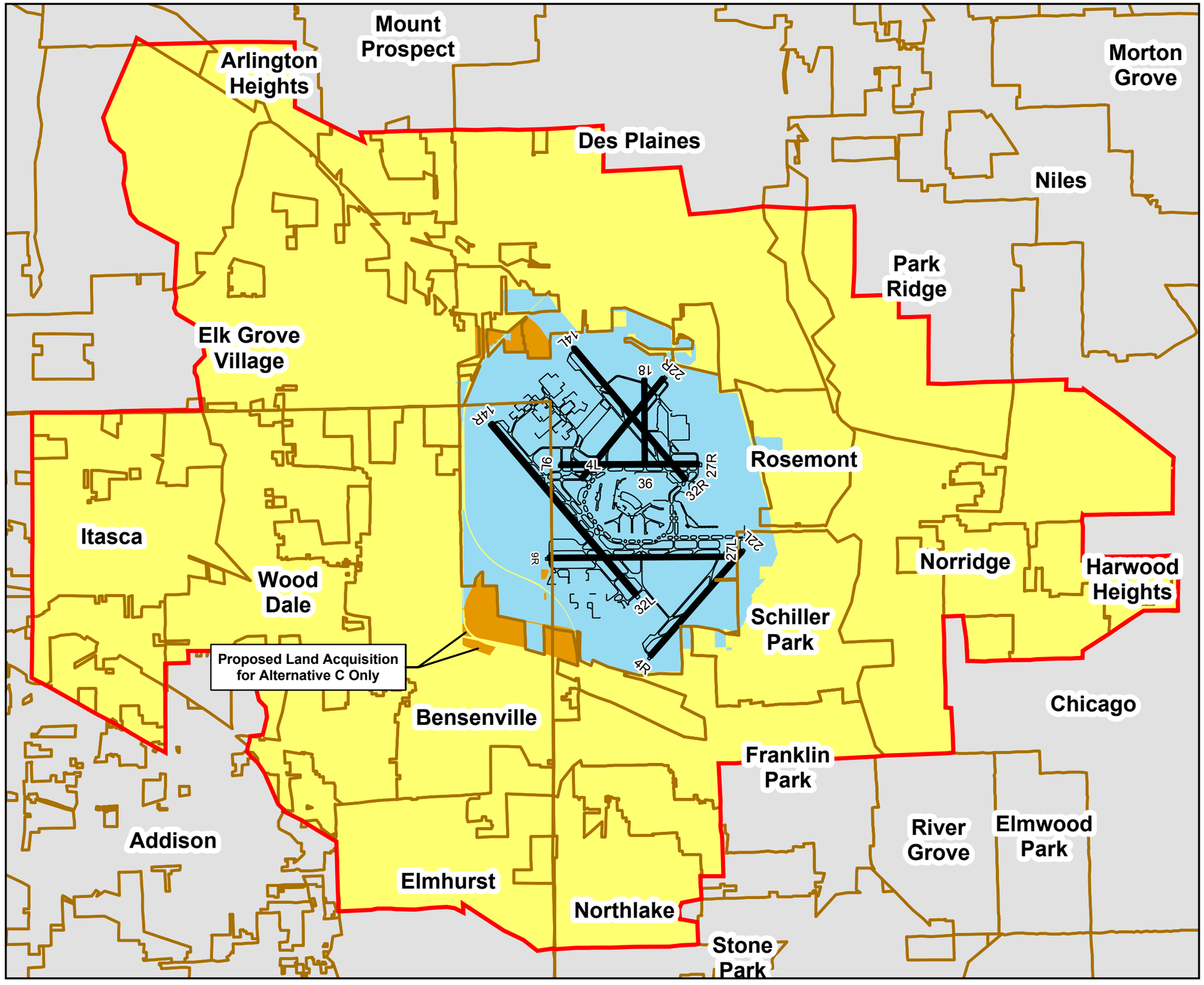
For St. John's Church of Christ

REST HAVEN CEMETERY ASSOCIATION -- CONSULTING PARTY FOR REST HAVEN CEMETERY

BY: Date:

For the Rest Haven Cemetery Association

Exhibits



Source: Crawford, Murphy and Tilly, Inc. 2004

Chicago O'Hare International Airport

O'Hare Modernization Environmental Impact Statement

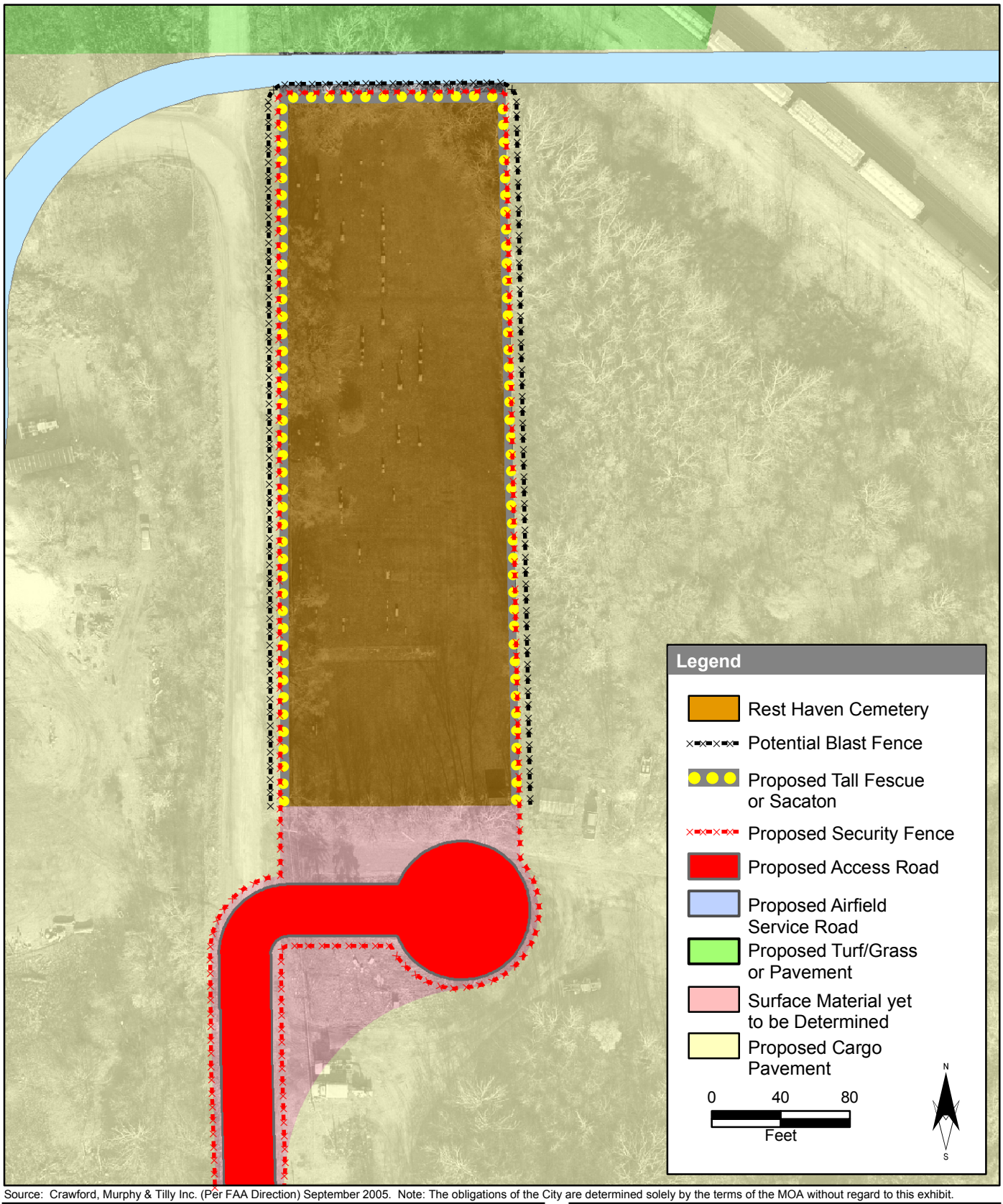
- Project Area
- Community Boundaries
- Off-Airport Indirect Impact Area
- Off-Airport Direct Impact Areas
- On-Airport Direct & Indirect Impact Area

0 1 2 Miles

N S

Areas of Potential Impact

▶ Exhibit 1



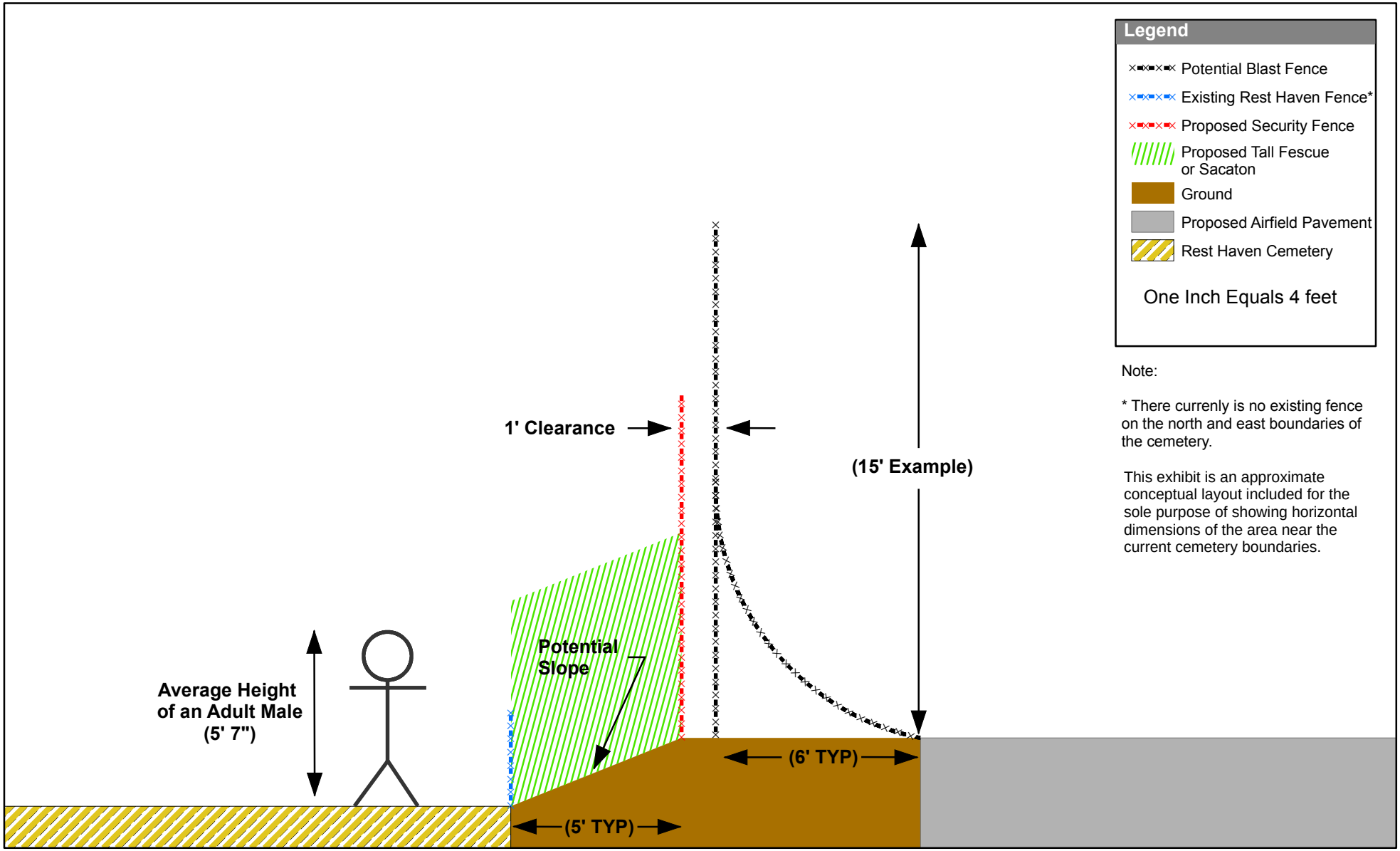
Source: Crawford, Murphy & Tilly Inc. (Per FAA Direction) September 2005. Note: The obligations of the City are determined solely by the terms of the MOA without regard to this exhibit.

Chicago O'Hare International Airport

O'Hare Modernization Environmental Impact Statement

Rest Haven Cemetery Conceptual Plan Aerial View

Exhibit 2



Source: Crawford, Murphy & Tilly Inc. (Per FAA Guidance) September 2005. Note: The obligations of the City of Chicago are determined solely by the terms of the MOA without regard to this exhibit.

Chicago O'Hare International Airport

O'Hare Modernization Environmental Impact Statement

Rest Haven Cemetery Conceptual Plan
Cross Section for North, East, & West Boundaries

Exhibit 3

Attachment A

St. Johannes Cemetery Relocation Protocol

The City of Chicago (City) plans to acquire St. Johannes Cemetery situated at the southwest corner of Chicago O'Hare Airport property along Division Street within the City of Chicago, DuPage County, Illinois.

St. Johannes Cemetery is owned and maintained by St. John's United Church of Christ, 601 N. Route 83 Bensenville, IL. 60106.

The cemetery encompasses approximately 5.34 acres and is situated in the SE ½ of the East Half of Section 12 Township 40 of DuPage County.

Disinterment/Reinterment Stipulations

The City will hire an archaeologist, working in consultation with an Illinois Historic Preservation Agency (IHPA) staff archaeologist, to perform any archaeological work deemed necessary by the IHPA.

The City will hire a licensed funeral director(s) for the program to carry out disinterments in a manner that is as similar as may be reasonably possible to the procedures described in implementing the Illinois Skeletal Remains Protection Act (20 ILCS 3440). Close coordination and communication with the IHPA will be vital to insure that the program is carried out in this manner.

In order to obtain information for the next of kin, the City shall place advertisements in appropriate local papers within the Chicagoland area for 30 days, shall have radio advertisements on local radio stations for 30 days, and perform research for addresses and phone numbers for next of kin for a minimum of 180 days.

The graves located at St. Johannes Cemetery would be moved to other cemeteries as directed by surviving family members, or if there are no surviving family members, St. John's Church of Christ shall choose the cemetery for the grave to be relocated to.

The City will pay for the costs of all disinterments, moving, and reinterments. A list of the cemeteries in the area with space available is included below:

Forest Home Cemetery: located at 863 South Des Plaines Ave., Forest Park, IL.

Mount Emblem Cemetery: located at Grand Ave. & County Line Rd., Elmhurst, IL.

Ridgewood Cemetery & Mausoleum: located at 9900 North Milwaukee Ave., Des Plaines, IL.

Woodlawn Cemetery, Elmwood, Mt. Auburn, Irving Park and Beverly Cemeteries: located at 7600 W. Cermak Rd., Forest Park, IL.

Heritage Memorial Cemetery: located at N. Pulaski Road, Chicago, IL.

Concordia Cemetery: located at 7900 Madison, St. Forest Park, IL.

Mount Hope Cemetery: located at 21500 South Fairfield, Chicago, IL.

St. Luke Cemetery: located at 5300 N. Pulaski Rd., Chicago, IL.

Bethania Cemetery: located at 7701 South Archer, Justice, IL.

Lakewood Memorial Park: located on U.S. Hwy. 20, Elgin, IL.

First Evangelical Lutheran Cemetery: located at 4135 West St., Alsip, IL.

Mount Olive Cemetery: located at 3800 North Narragansett Ave., Chicago, IL.

The City will transport all reusable existing grave markers/monuments to the re-interment cemetery site, as directed by the surviving family members or St. John's Church of Christ. The City will also replace any unidentified or unusable grave markers/monuments at each new gravesite, as directed by the surviving family members or St. John's Church of Christ.

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL AVIATION ADMINISTRATION,
AND
THE CITY OF CHICAGO

regarding

Standards and Procedures for Sound Insulation of Locally Important Historic Properties for the Proposed O'Hare Modernization

Schiller Park, Bensenville, and Wood Dale
Cook County and DuPage County
Illinois

WHEREAS, the Federal Aviation Administration (FAA) has been requested to approve the City of Chicago's proposed Airport Layout Plan (ALP) and associated development actions for Chicago O'Hare International Airport; and

WHEREAS, the undertaking consists of the FAA's approval of the City of Chicago's proposed ALP and associated development actions at O'Hare; and

WHEREAS, the FAA is responsible for completing the requirements of Department of Transportation (DOT) Act Section 303 (c)[1] for this undertaking; and

WHEREAS, the FAA assumed, for purposes of the analysis in the Final EIS, these sites included in **Tables 1 and 2** to be Section 4(f) resources; and

WHEREAS, the FAA has determined that the noise levels resulting from the FAA's action with respect to O'Hare development do not constitute a use of the locally important historic properties listed in **Tables 1 and 2** within the meaning of Section 303(c), and therefore those properties do not require sound insulation under Section 303(c); and

WHEREAS, sound insulation of the residences listed in **Tables 1 and 2** may be required by the FAA's record of decision under FAA noise compatibility guidelines for residential use, and the sound insulation may constitute a use of such properties under Section 303(c); and

WHEREAS, the FAA has consulted with the National Parks Service (NPS) pursuant to Section 303 (c); and

[1] As part of an overall recodification of the DOT Act, Section 4(f) was amended and codified in 49 U.S.C. Section 303(c).

WHEREAS, Section 303 (c) of the DOT Act provides that the Secretary shall not approve any program or project which requires the use of any publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance or land of an historic site of national, state or local significance as determined by the officials having jurisdiction thereof unless there is no feasible and prudent alternative to the use of such lands or sites; and

WHEREAS, the FAA has determined that there is no prudent and feasible alternative, and that no substantial impairment to the use of the properties listed in **Tables 1 and 2** will result from sound insulation; and

WHEREAS, the FAA, in consultation with the NPS, has determined that this MOU includes all possible planning to minimize harm to the properties listed in **Tables 1 and 2** resulting from sound insulation; and

WHEREAS, the FAA intends to use the provisions of this MOU to insure compliance with applicable requirements of Section 303 (c); and

WHEREAS, the City of Chicago would be the entity implementing the proposed projects depicted on the ALP and would assume responsibilities under this Memorandum of Understanding (MOU), the City of Chicago is a signatory to this MOU; and

NOW, THEREFORE, the FAA and the City of Chicago, agree that, upon acceptance of this MOU, and upon the FAA's issuance of a Record of Decision approving the proposed O'Hare Modernization (OM), and the City of Chicago's decision to proceed with the proposed OM, the FAA shall ensure that the following stipulations are implemented in order to take into account the effect of sound insulation on the locally important historic properties.

STIPULATIONS

I. MITIGATION

Upon the FAA's issuance of a Record of Decision approving the proposed O'Hare Modernization (OM) and that ROD's required insulation of the properties listed in **Tables 1 and 2**, and the City of Chicago's decision to proceed with the proposed OM:

- Sound insulation, including window mitigation, will comply with the *Standards for the Treatment of Historic Buildings* (U.S. Department of Interior, National Park Service, 1995) (Standards). The City will hire a qualified sound insulation/historic building restoration consultant to assist it in developing design and specifications to comply with the Standards. The City will hire consultants in accordance with the City's applicable purchasing procedures.
- For each proposed sound insulation of a locally important historic property, eligible for sound insulation, which would affect its appearance or structural integrity, the City will request prior written FAA approval. Final FAA action on requests for approval will be provided within 30 days after the FAA receives a request. Each City request will be in writing and will include construction documents sufficient for the FAA to determine compliance with the Standards. The FAA's review will be based solely on compliance with the Standards. Unless the FAA objects to the request in writing within 30 days, the request is approved. Subject to the paragraph below, approval will be final for all purposes and not subject to further review by the FAA. If the FAA objects to a request, the City will consult with the FAA to resolve the objection. Sound insulation to which the FAA objects will not be undertaken without prior written FAA approval.
- A change in a sound insulation project affecting the appearance or structural integrity of a property listed on **Table 1 or 2** after FAA approval under the above paragraph will be developed in consultation with the FAA and will be subject to the approval process set forth in the above paragraph.

TABLE 1
LOCALLY IMPORTANT HISTORIC PROPERTIES WITHIN THE CITY OF CHICAGO'S PROPOSED O'HARE MODERNIZATION (ALTERNATIVE C), BUILD OUT 65 DNL AND GREATER CONTOUR

Map-ID	Name	Function	Address	City	Source
LS-480	21 Siemer's Home	Domestic; single dwelling	4262 N. Ruby St.	Schiller Park	Local Municipal Landmark
LS-482	20 Corner Store	Domestic; single dwelling	4851 Michigan	Schiller Park	Local Municipal Landmark
LS-502	Private Home (1918)	Domestic	138 S. Mason	Bensenville	Local Municipal Landmark
LS-503	Private Home (1911)	Domestic	141 S. Mason	Bensenville	Local Municipal Landmark
LS-504	Private Home (1906)	Domestic	145 S. Mason	Bensenville	Local Municipal Landmark
LS-505	Private Home (1903)	Domestic	146 S. Mason	Bensenville	Local Municipal Landmark
LS-506	Private Home (1919)	Domestic	158 S. Mason	Bensenville	Local Municipal Landmark
LS-507	Private Home (1924)	Domestic	166 S. Mason	Bensenville	Local Municipal Landmark
LS-508	Private Home (1925)	Domestic	169 S. Mason	Bensenville	Local Municipal Landmark
LS-509	Private Home (1921)	Domestic	172 S. Mason	Bensenville	Local Municipal Landmark
LS-510	Private Home (1900)	Domestic	173 S. Mason	Bensenville	Local Municipal Landmark
LS-511	Private Home (1920)	Domestic	175 S. Mason	Bensenville	Local Municipal Landmark
LS-512	Private Home (1921)	Domestic	180 S. Mason	Bensenville	Local Municipal Landmark
LS-521	Private Home (1922)	Domestic	143 S. Addison	Bensenville	Local Municipal Landmark
LS-522	Private Home (1922)	Domestic	150 S. Addison	Bensenville	Local Municipal Landmark
LS-523	Private Home (1924)	Domestic	168 S. Addison	Bensenville	Local Municipal Landmark
LS-525	Private Home (1925)	Domestic	201 S. Addison	Bensenville	Local Municipal Landmark
LS-524	Private Home (1922)	Domestic	169 S. Addison	Bensenville	Local Municipal Landmark
LS-540	Private Home (1866)	Domestic	4N030 Church Road	Bensenville	Local Municipal Landmark
LS-541	Private Home (1904)	Domestic	14 S. York	Bensenville	Local Municipal Landmark

TABLE 2
LOCALLY IMPORTANT HISTORIC PROPERTIES WITHIN THE CITY OF CHICAGO'S PROPOSED O'HARE MODERNIZATION (ALTERNATIVE C), BUILD OUT +5 65 DNL AND GREATER CONTOUR BUT OUTSIDE OF THE BUILD OUT 65 DNL AND GREATER CONTOUR

Map-ID	Name	Function	Address	City	Source
LS-59	Residence	Domestic; single dwelling	164 S. Center	Bensenville	IHPA Sprague Survey
LS-75	Residence	Domestic; single dwelling	165 S. York Road	Bensenville	IHPA Sprague Survey
LS-487	Residence	Domestic; single dwelling	262 N. Hemlock	Wood Dale	IHPA Sprague Survey
LS-515	Private Home (1919)	Domestic	301 W. Green	Bensenville	Local Municipal Landmark
LS-516	Private Home (1923)	Domestic	309 W. Green	Bensenville	Local Municipal Landmark
LS-517	Private Home (1923)	Domestic	313 W. Green	Bensenville	Local Municipal Landmark
LS-518	Private Home (1919)	Domestic	317 W. Green	Bensenville	Local Municipal Landmark
LS-519	Private Home (1907)	Domestic	507 W. Green	Bensenville	Local Municipal Landmark
LS-520	Private Home (1872)	Domestic	517 W. Green	Bensenville	Local Municipal Landmark
LS-530	Private Home (1900)	Domestic	145 S. Center	Bensenville	Local Municipal Landmark
LS-531	Private Home (1925)	Domestic	155 S. Center	Bensenville	Local Municipal Landmark
LS-532	Private Home (1894)	Domestic	156 S. Center	Bensenville	Local Municipal Landmark
LS-533	Private Home (1900)	Domestic	160 S. Center	Bensenville	Local Municipal Landmark
LS-534	Private Home (1903)	Domestic	168 S. Center	Bensenville	Local Municipal Landmark
LS-535	Private Home (1919)	Domestic	181 S. Center	Bensenville	Local Municipal Landmark
LS-542	Private Home (1907)	Domestic	158 S. York	Bensenville	Local Municipal Landmark
LS-547	Private Home (1870)	Domestic	120 E. Lincoln	Bensenville	Local Municipal Landmark
LS-548	Private Home (1910)	Domestic	131 E. Lincoln	Bensenville	Local Municipal Landmark
LS-549	Private Home (1924)	Domestic	176 S. Walnut	Bensenville	Local Municipal Landmark

II. MONITORING AND REPORTING

Each 6 months following the date of the FAA's issuance of a Record of Decision approving the proposed O'Hare Modernization Program (OMP), and the City of Chicago's decision to proceed with the proposed OMP, the City shall provide the FAA a summary report detailing work undertaken pursuant to its terms. The report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the City's efforts to carry out the terms of this MOU.

III. POST-REVIEW DISCOVERIES

The City will notify the FAA as soon as practicable if it appears that an Undertaking will affect a previously unidentified property that may be historic, or affect a known historic property in an unanticipated manner. The City will stop sound insulation activities at the property, and take all reasonable measures to avoid or minimize harm to the property until the City concludes consultation with the FAA and SHPO.

IV. AMENDMENTS

This MOU may be amended when such an amendment is agreed to in writing by the City and FAA. The amendment will be effective on the date the FAA receives a copy signed by both the FAA and City.

V. TERMINATION

If the City or FAA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other party to attempt to develop an amendment per Stipulation IV, above. If within thirty (30) days (or another time period agreed to by the signatories) an amendment cannot be reached, the City or FAA may terminate the MOU upon written notification to the other signatory.

Once the MOU is terminated, and prior to work continuing on the undertaking, the FAA must execute an alternate MOU. The FAA shall notify the City as to the course of action it will pursue.

Execution of this MOU by FAA and City of Chicago, and implementation of its terms, evidences that FAA and the City of Chicago have complied with DOT Section 303 (c) on the proposed OMP and its effects on the locally important historic properties and that FAA and the City of Chicago have taken into account the effects of the project on these locally important historic properties.

FEDERAL AVIATION ADMINISTRATION

BY: Jeri Alles Date: SEP 23 2005

Jeri Alles, Manager, Airports Division, Great Lakes Region, Federal Aviation Administration

CITY OF CHICAGO

BY: _____ Date: 9/27/05

Rosemarie Andolino, Executive Director, O'Hare Modernization Program, City of Chicago

MEMORANDUM OF UNDERSTANDING
BETWEEN THE FEDERAL AVIATION ADMINISTRATION,
AND
THE CITY OF CHICAGO

regarding

Schwerdtfeger Farmstead
In the City of Chicago
DuPage County, Illinois

WHEREAS, the Federal Aviation Administration (FAA), as the lead Federal agency, has been requested to approve the City of Chicago's proposed Airport Layout Plan (ALP) and associated development actions for Chicago O'Hare International Airport (O'Hare) that would have adverse effects on the **Schwerdtfeger Farmstead**; and

WHEREAS, the undertaking consists of the FAA's approval of the City of Chicago's proposed ALP and associated development actions at O'Hare; and

WHEREAS, the FAA is responsible for completing the requirements of Department of Transportation (DOT) Act Section 303 (c)[1] for this undertaking; and

WHEREAS, the FAA has consulted with the National Parks Service (NPS) pursuant to Section 303 (c); and

WHEREAS, the undertaking will require the taking of the Schwerdtfeger Farmstead; and

WHEREAS, Section 303 (c) of the DOT Act provides that the Secretary shall not approve any program or project which requires the use of any publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state, or local significance or land of an historic site of national, state or local significance as determined by the officials having jurisdiction thereof unless there is no feasible and prudent alternative to the use of such lands or sites; and

WHEREAS, The FAA has evaluated all means to minimize the loss of the property and determined that there is no feasible or prudent means to avoid such loss; and

WHEREAS, the FAA, in consultation with the NPS, has determined that the mitigation described herein includes all possible planning to minimize harm resulting from the use; and

[1] As part of an overall recodification of the DOT Act, Section 4(f) was amended and codified in 49 U.S.C. Section 303(c).

WHEREAS, the FAA intends to use the provisions of this MOU to insure compliance with applicable requirements of Section 303 (c); and

WHEREAS, the City of Chicago would be the entity implementing the proposed undertaking depicted on the ALP and would assume responsibilities under this Memorandum of Understanding (MOU); and

NOW, THEREFORE, the FAA and the City of Chicago agree that, upon acceptance of this MOU, and upon the FAA's issuance of a Record of Decision approving the proposed O'Hare Modernization Program (OMP), and the City of Chicago's decision to proceed with the proposed OMP, the FAA shall ensure that the following stipulations are implemented in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The FAA will ensure that the following measures are carried out:

I. MITIGATION

A. Schwerdtfeger Farmstead

Within 180 days of the FAA's issuance of a ROD, the City of Chicago (with oversight by FAA) will produce a Historic American Building Survey (HABS) document of the **Schwerdtfeger Farmstead**. This document will include:

1. Measured Drawings: The HABS document will include a set of measured drawings. The set of measured drawings will include plans, elevations, sections, details and a cover sheet with a site plan and written information.

2. Large-Format Photographs: The HABS document will include a set of large-format black and white photographs that are perspective corrected. Photographs will include overall views, elevations and details of important exterior and interior features of the buildings.

3. Written History: The HABS document will include an in depth critically developed historic context of the building.

4. Archival Documentation: The HABS document will be produced in accordance with all archival requirements as outlined by the National Park Service.

5. Copies of the HABS document will be distributed to the City of Chicago, the Chicago Landmarks Commission, the Chicago Historical Society, and the FAA.

II. DISPUTE RESOLUTION

Should the City object at any time to any actions proposed or the manner in which the terms of this MOU are implemented, the FAA shall consult with the City to resolve the objection.

III. PROFESSIONAL QAULIFICATIONS

FAA shall ensure that all historic preservation work carried out pursuant to this agreement is carried out by or under the supervision of a person or persons meeting, at a minimum, the *Secretary of the Interior's Professional Qualifications Standards* in the field of architectural history, as published in 36 CFR Part 61. All archaeological work will be performed by an archaeologist working in consultation with the IHPA staff archaeologist.

IV. DURATION

The City shall carry out the terms of this agreement within 180 days from the date of the FAA's issuance of a Record of Decision approving the proposed O'Hare Modernization Program (OMP), and the City of Chicago's decision to proceed with the proposed OMP, unless the City and FAA agree in writing to an extension for carrying out its terms.

V. POST-REVIEW DISCOVERIES

If potential unknown historic properties are discovered or unanticipated effects on historic properties found occur, or human skeletal remains are discovered at the Schwerdtfeger Farmstead property, City of Chicago will halt ground disturbing activities in the immediate area of the discovery, initiate discovery notification procedures in a manner that is as similar as may be reasonably possible to the procedures described in implementing the Illinois Skeletal Remains Protection Act (20 ILCS 3440) and consult with IHPA to establish and implement proper mitigative procedures concerning the discovered remains and/or properties prior to resuming ground disturbing activities in that work stoppage area.

VI. MONITORING AND REPORTING

Each 3 months following the execution of this MOU until it expires or is terminated, the City of Chicago shall provide the FAA a summary report detailing work undertaken pursuant to its terms. The report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the City of Chicago's efforts to carry out the terms of this MOU.

VII. AMENDMENTS

This MOU may be amended when such an amendment is agreed to in writing by the City and FAA. The amendment will be effective on the date the FAA receives a copy signed by both the FAA and City.

VIII. TERMINATION

If the City or FAA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other party to attempt to develop an amendment per Stipulation VII, above. If within thirty (30) days (or another time period agreed to by the signatories) an amendment cannot be reached, the City or FAA may terminate the MOU upon written notification to the other signatory.

Once the MOU is terminated, and prior to work continuing on the undertaking, the FAA must execute an alternate MOU. The FAA shall notify the City as to the course of action it will pursue.

Execution of this MOU by FAA and City of Chicago, and implementation of its terms, evidences that FAA and the City of Chicago have complied with DOT Section 303 (c) on the proposed OMP and its effects on the **Schwerdtfeger Farmstead** and that FAA and the City of Chicago have taken into account the effects of the project on this property.

SIGNATORY: FEDERAL AVIATION ADMINISTRATION

BY: Date: SEP 23 2005

Jeri Alles, Manager, Airports Division, Great Lakes Region, Federal Aviation Administration

SIGNATORY: CITY OF CHICAGO

BY: _____ Date: 9/22/05

Rosemarie Andolino, Executive Director, O'Hare Modernization Program, City of Chicago