

**MEMORANDUM OF AGREEMENT AMONG
TIMELINE THEATRE COMPANY,
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND NEW CONSTRUCTION AT
5035 NORTH BROADWAY AVENUE IN
CHICAGO, ILLINOIS
(SHPO LOG #009040521)**

WHEREAS, TimeLine Theatre Company (TimeLine) plans to undertake the demolition of the W.B. Reebie & Brothers warehouse at 5035 North Broadway Avenue (Building) in Chicago, Cook County, IL, and construct a new building in its place; and

WHEREAS, the project is receiving grant funding from the Illinois Department of Commerce and Economic Opportunity (DCEO), thereby making the project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

WHEREAS, TimeLine has consulted with the Illinois State Historic Preservation Office (Office), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, investigations and analyses conducted by TimeLine to rehabilitate the Building revealed that long-term water infiltration had substantially reduced the load-bearing capacity of the concrete floors and corroded the ties between the masonry façade and the internal structure of the 1919 portion of the Building; and

WHEREAS, due to the substantial costs involved with the required structural intervention and rebuilding, TimeLine altered its project from rehabilitation of the 1919 portion of the Building to replacement, while retaining and rehabilitating the Building's rear 1920s addition; and

WHEREAS, the Building is a contributing structure to the West Argyle Street Historic District, whose boundary was increased to include the Building and listed on the National Register of Historic Places (NRHP) on July 30, 2013; and

WHEREAS, on May 5, 2021, the SHPO determined that the Undertaking will have an adverse effect on the Building; and

WHEREAS, on June 22 and June 23, 2021, DCEO and the SHPO approved Landmarks Illinois, Uptown United, and Preservation Chicago as consulting parties to the Undertaking; and

WHEREAS, on July 12, 2021, TimeLine invited Landmarks Illinois, Uptown United, and Preservation Chicago to consult and provide comments on the Undertaking; and

WHEREAS, on August 6, 2021, Landmarks Illinois, Uptown United, and Preservation Chicago

provided comments during a meeting with TimeLine, the SHPO, and DCEO; and

NOW, THEREFORE, TimeLine, DCEO, and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of the Undertaking to the Building.

STIPULATIONS

I. MITIGATION

TimeLine shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, https://www.nps.gov/history/local-law/arch_stnds_9.htm) to complete the measures described below. TimeLine will ensure that the following mitigation and Historic American Building Survey (HABS) recordation are completed by the Contractor. The recordation must follow the HABS/HAER/HALS guidelines established by the Heritage Documents Programs division (HPD) of the National Park Service (see: <https://www.nps.gov/hdp/standards/index.htm>). The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation

1. Fieldwork: Site Visit, Photography, Measurements

- a. The Contractor shall take site, interior, exterior, and detail digital images of the Building. These photos should be used for reference in developing the architectural description outlined in I.A.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.A.2.a.
- b. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HABS photography to the SHPO for comment. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HABS photography as outlined in I.A.1.c.
- c. Final HABS photographs must be taken by a professional photographer and must include all the views agreed to in I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS/HAER/HALS guidelines, with in-camera perspective correction (as needed).

- d. Upon completion of I.A.1.a, b, and c, the Contractor shall digitally submit the images and copies of field notes to the SHPO for review and comment. Upon SHPO confirmation in writing that all of the information necessary to complete HABS recordation has been collected, the demolition of the Building may commence.
2. Recordation components shall consist of the following items.
 - a. Sketch plans as defined by HABS/HAER/HALS guidelines. The sketch plans will be included as figures at the end of the relevant report(s) and printed in accordance with HDP Transmittal Guidelines.
 - b. HABS photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS/HAER/HALS guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by HPD staff. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS/HAER/HALS standards.
 - c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by HPD staff.
 - d. Narrative and description. A written historic narrative and an architectural description of the Building using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
 - e. Original and/or historic drawings. Any original and/or historic drawings of the Building scanned at a minimum of 400 ppi and dropped full-size onto HABS title blocks. Verify that the original/historic plans can be reproduced in accordance with the U.S. Copyright Act, as amended (see: <https://www.nps.gov/hdp/standards/copyright.htm>). The finished sheets will be printed on vellum in accordance with HDP's Transmittal Guidelines. The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
 - f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)

- g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS/HAER/HALS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.
 - h. CD/DVD. Digital versions of items I.A.2.a through I.A.2.g must be saved onto an archival CD/DVD.
3. Draft submission. The Contractor shall email the 95% draft of the items in I.A.2.a through g in .pdf format to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor shall incorporate into the recordation any comments that the SHPO provides and complete the final documentation as directed in I.A.4.
 4. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
 - a. One (1) HABS recordation package containing items I.A.2.a, b, c, d, e, f, g, and h.
 - b. One (1) recordation package containing items I.A.2.a, c, d, e, g, and h in an archival clamshell.
 - c. Digital versions of items I.A.2.a, b, c, d, e, and g uploaded to the State of Illinois file transfer site:
<https://filet.illinois.gov/filet/pimupload.asp> with
 “SHPO.review@illinois.gov” as the recipient.

Upon final approval, the SHPO will submit the HABS recordation package to the HPD for eventual deposit in the Library of Congress, and the SHPO will deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois.

B. Additional Mitigation

1. Using the historic narrative prepared for I.A.2.d, the West Argyle Street Historic District and Boundary Increase NRHP nominations, and other sources, as needed, TimeLine must create and install an interpretive exhibit on the Reebie Warehouse and the surrounding historic neighborhoods in its new building.
2. During the demolition of the Building and in consultation with the SHPO, TimeLine must salvage the two carved-limestone cartouches at the parapet and the four carved-limestone pier capitals at the ground level.

3. In consultation with the SHPO, TimeLine must incorporate the salvaged limestone components into public spaces in the new building.

II. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied or it is amended or terminated and replaced. Prior to such time, DCEO may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. DCEO shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, TimeLine shall consult with the SHPO immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, TimeLine understands and agrees that it must immediately stop work within the area of discovery, consult with the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human skeletal remains shall be disturbed without a permit issued by IDNR.

IV. MONITORING AND REPORTING

Each six (6) months following the execution of this Agreement until it expires or is terminated, TimeLine shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in TimeLine's efforts to carry out the terms of this Agreement.

V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, DCEO shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e.

VI. AMENDMENTS

This Agreement 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 is signed by all of the signatories.

VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

EXECUTION of this Agreement by TimeLine and DCEO the implementation of its terms evidence that the TimeLine, and DCEO have afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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SIGNATORY

TIMELINE THEATRE COMPANY (TimeLine)

Signature: Elizabeth K Auman Date: 10/26/2021

Name: Elizabeth Auman

Title: Managing Director

David Rotholz

Reviewed and Approved by
David Rotholz on 10-21-21

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SIGNATORY

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (DCEO)

Signature:  Date: 12/1/21

Name: Sylvia I. Garcia

Title: Acting Director

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SIGNATORY

ILLINOIS STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 10/22/21
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources