

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF CHICAGO DEPARTMENT OF ASSETS, INFORMATION AND
SERVICES, THE CITY OF CHICAGO DEPARTMENT OF HOUSING, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF 3217 E. 92ND ST. AND NEW CONSTRUCTION OF
AN APARTMENT COMPLEX (SACRED APARTMENTS)
IN CHICAGO, ILLINOIS
(SHPO LOG #004110322)**

WHEREAS, the City of Chicago Department of Housing (DOH) plans to provide partial financing towards the demolition of 3217 E. 92nd St. in Chicago, IL (Building) and construction of Sustainable Affordable Commercial Real Estate Development (SACRED) Apartments, a five-story 6,000 square foot property with 81 affordable rental housing units and ground floor retail space; and

WHEREAS, the project will be implemented by Interfaith Housing Development Corporation of Chicago and Claretian Associates, Inc. (Developer), which have accepted the invitation to sign this Memorandum of Agreement (Agreement) as an Invited Signatory; and

WHEREAS, the project involves a Community Development Block Grant (CDBG) which the US Department of Housing and Urban Development (HUD) requires be considered an Undertaking subject to review under Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108, and its implementing regulations (36 CFR Part 800) (Act); and

WHEREAS, the City of Chicago, acting through its Department of Assets, Information and Services (AIS), has HUD delegated authority under 24 CFR Part 58 to act as the Responsible Entity for environmental review responsibilities under the National Environmental Policy Act; and

WHEREAS, AIS 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, the Office currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, on December 2, 2022, the SHPO concurred with AIS that the building at 3217 E. 92nd St. in Chicago is eligible to be listed on the National Register of Historic Places (NRHP); and

WHEREAS, on December 2, 2022, the SHPO concurred with AIS that the Undertaking will have an adverse effect on the Building that is eligible for the NRHP; and

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect in notices published in the *Chicago Sun-Times* on April 12, 2023 with three

(3) comments received; and

WHEREAS, recognizing the government-to-government relationship with federally recognized Indian tribes, the City invited the following tribes to participate in consultation pursuant to 36 CFR § 800.2(c)(2)(ii): Hannahville Indian Community, Michigan; Kickapoo Tribe of Oklahoma; Little Traverse Bay Bands of Odawa Indians, Michigan; Menominee Indian Tribe of Wisconsin; Citizen Potawatomi Nation, Oklahoma; Forest County Potawatomi Community of Wisconsin; Prairie Band Potawatomi Nation; Miami Tribe of Oklahoma; and

WHEREAS, the Forest County Potawatomi Community of Wisconsin (FCPC) chose to participate in consultation, and the City has invited FCPC to sign this Agreement as a Concurring Party; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), AIS has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination, and on July 5, 2023 the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, AIS, DOH 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 this Undertaking to the NRHP-eligible property.

STIPULATIONS

I. MITIGATION (HIBS)

The Developer 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. AIS will ensure that a Level III Historic Illinois Building Survey (HIBS) recordation is completed by the Contractor. The recordation must follow the HIBS guidelines established by the SHPO, according to the specifications listed in Attachments 1, 2, and 3 (*HIBS-HIER Standards and Guidelines*, *HIBS-HIER Program Administrative Rules*, and *HIBS Outline Format*). The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

A. Recordation

1. Fieldwork, in the form of a site visit, draft exterior photography, exterior measurements, and final exterior photography must take place before the Project may commence. The interior of the building is not structurally sound and cannot be accessed to obtain interior measurements or interior photographs.
2. Upon completion of exterior photography, 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 final HIBS photographs to complete HIBS recordation have been collected, the Project may commence.

3. Recordation components shall consist of the following items, as described in Attachment 2:
 - a. HIBS photographs
 - b. detailed historical context development
 - c. physical description (exterior only) in a prescribed written outline format
 - d. optional original and/or historic drawings, images, and maps
 - e. optional original field notes
 - f. CD/DVD of HIBS recordation
4. Modification of HIBS format may be performed if agreed upon by the SHPO, the Developer, and the Contractor, in the best interests of recording the history of the Project site.

B. Draft Submission

1. The Contractor shall email the 95% draft of the HIBS recordation in .pdf format to the SHPO for review and comment.
2. 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.

C. Final Submission

1. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
 - a. One (1) HIBS recordation package in an archival clamshell.
 - b. One (1) digital version of the HIBS recordation.
2. Upon final approval of the SHPO that the recordation is complete, the SHPO will submit the HIBS recordation package to the Abraham Lincoln Presidential Library in Springfield, Illinois and upload the HIBS recordation package to the SHPO website.

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, AIS may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI. AMENDMENTS below. AIS shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, AIS and the Developer 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 encounter of human remains or burials, or archaeologically significant materials, the Developer understands and agrees that it must immediately stop work within the area of encounter and consult with the SHPO and

representative Tribal Historic Preservation Officers.

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, AIS shall provide all parties to this Agreement and the ACHP 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 AIS'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, AIS shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall:

- A. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the signatories and AIS's proposed resolution, to the ACHP. The ACHP shall provide AIS 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, AIS 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. AIS 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, AIS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, AIS shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the Agreement and provide them and the ACHP with a copy of such written response.
- C. AIS's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

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.

Once this Agreement is terminated, and prior to work continuing on the Undertaking, AIS must either (a) execute a Memorandum of Agreement 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. AIS shall notify the signatories as to the course of action it will pursue.

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.

IX. DISTRIBUTION OF AGREEMENT

In order to meet the requirements of Section 106. 36 CFR § 800.6(b)(1)(iv), upon the execution of this Agreement and prior to approving the Undertaking, AIS must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

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

[Signature Pages to follow]

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THE CITY OF CHICAGO DEPARTMENT OF ASSETS, INFORMATION AND
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(SHPO LOG #004110322)

SIGNATORY

THE CITY OF CHICAGO DEPARTMENT OF ASSETS, INFORMATION AND
SERVICES (AIS)

By: *Sandra Blakemore* Date: 9/25/2023

Sandra Blakemore
Commissioner
Chicago Department of Assets, Information and Services

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SIGNATORY

THE CITY OF CHICAGO DEPARTMENT OF HOUSING (DOH)

By:  _____ Date: 9/24/2023
James R. Horan
Acting Commissioner
Chicago Department of Housing

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 09/25/2023
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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INVITED SIGNATORY

INTERFAITH HOUSING DEVELOPMENT CORPORATION OF
CHICAGO/CLARETIAN ASSOCIATES, INC. (DEVELOPER)

Signature: _____

Date: _____

09/25/2023

Name: _____

Perry B. Vietti

Title: _____

President

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CONCURRING PARTIES

Forest County Potawatomi Community of Wisconsin

By: _____
James A. Crawford, Chairman