

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF CHICAGO DEPARTMENT OF HOUSING, THE ILLINOIS HOUSING
DEVELOPMENT AUTHORITY, THE CITY OF CHICAGO DEPARTMENT
OF ASSETS, INFORMATION AND SERVICES,
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF 2008-12 SOUTH ASHLAND AVENUE IN
CHICAGO, ILLINOIS
(SHPO LOG #008012621)**

WHEREAS, the City of Chicago Department of Housing (DOH) and the Illinois Housing Development Authority (IHDA) plan to provide partial construction financing towards affordable housing residential units in the Casa Durango-Ashland development, a proposed new construction, multifamily residential building located at 2008-12 South Ashland Avenue in the Pilsen community in Chicago, Cook County, IL; and

WHEREAS, the project involves the demolition of three existing buildings located at 2010 and 2012 South Ashland Avenue; and

WHEREAS, the buildings are owned by TRP 2008-2012 S Ashland, LLC, a special purpose entity owned and controlled by The Resurrection Project (TRP), which has accepted the invitation to sign this Memorandum of Agreement (Agreement) as an Invited Signatory; and

WHEREAS, the project involves the Home Investment Partnerships Program by DOH, a federally funded program which the US Department of Housing and Urban Development (HUD) requires be considered an Undertaking as defined by and 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 Illinois Housing Development Authority (IHDA) administers the HOME Investment Partnerships Program (HOME Program) in Illinois, established pursuant to Title II of the National Affordable Housing Act of 1990, 42 U.S.C. Section 12701 et seq., as amended from time to time; and

WHEREAS, HUD recognizes the City of Chicago Department of Assets, Information and Services (AIS) as its Responsible Entity for projects within the City of Chicago that are categorized under 24 CFR Part 58; and

WHEREAS, AIS has consulted with the Illinois State Historic Preservation Office, pursuant to the Act; and

WHEREAS, the Illinois State Historic Preservation Office currently resides within the Illinois Department of Natural Resources (DNR), and the Director of DNR is the duly designated State Historic Preservation Officer (SHPO); and

WHEREAS, on March 12, 2021 the SHPO determined that the buildings located at 2012 and 2010 South Ashland Avenue (Buildings) are considered contributing primary and secondary

elements, respectively, within the Pilsen Historic District, which was listed on the National Register of Historic Places (NRHP) on February 1, 2006; and

WHEREAS, the SHPO has determined that the Undertaking will have an adverse effect on the Buildings that are considered contributing elements to the Pilsen NRHP historic district; and

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

NOW, THEREFORE, AIS, DOH, IHDA and 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 properties.

STIPULATIONS

AIS shall ensure that the following measures are carried out:

I. RECORDATION

TRP shall retain a historical contractor(s) of its/their choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR 61) to complete the mitigation measures described below. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood. As of the effective date of the Agreement, the TRP has provided the funding necessary to hire the Contractor, and TRP has retained the Contractor, for the below recordation stipulations.

A. Fieldwork: Site Visit, Photography, Measurements

1. Prior to the start of any demolition work, the Contractor should reach out to the National Park Service (NPS) Regional Office to collect a Historic American Buildings Survey (HABS) # and Title Block. The Contractor shall take interior and exterior digital images of the Buildings. These photos should be used for reference in developing the architectural description outlined in I.B.4. Field notes/sketches should be used to create the digital sketch plans outlined in I.B.1.
2. 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 views and quantity of images shall be done in consultation with the SHPO. Images must include in-camera-perspective-corrected north (primary) elevations, distinctive exterior and interior architectural features, and representative 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.3.

3. Final HABS photographs must be taken by a photographer with specific experience in HABS-approved photography and must include all the views agreed to in I.A.2. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS guidelines, with in-camera perspective correction (as needed).
 4. Upon completion of I.A.1, 2, and 3, 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 Buildings may commence.
- B. Recordation components shall consist of the following items.
1. Sketch plans, as defined by HABS and drawn digitally, of the Buildings in their current condition printed drawing-size on vellum with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier).
 2. HABS photographs. Prints from the negatives taken in I.A.3 must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS guidelines. The size of the prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by the NPS. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS standards.
 3. 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. They should be printed as directed by HABS staff.
 4. Narrative and description. A written historic narrative of the Buildings and the Pilsen NRHP historic district, including how these fit into the Bohemians' creation of cohesive community (1870s), the recent contribution of Mexican culture, and how Pilsen stands apart from the rest of Chicago. The description shall include an architectural description of the Buildings using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
 5. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)

6. Historic images and maps, if available. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package. The Contractor must complete the HABS copyright release forms.
 7. CD/DVD. Digital versions of items I.B.1 through I.B.6 must be saved onto an archival CD/DVD.
- C. Draft submission. The Contractor shall email in .pdf format a 95% draft of the items in I.B.1 through 6 to the NPS Regional Office for formatting review and to SHPO for content review. When the SHPO accepts in writing the 95% draft submission, the Contractor will complete the final documentation as directed in I.D.
- D. Final submission. Upon completion of the final documentation, the Contractor shall submit the following to the SHPO:
1. One (1) HABS recordation package containing items I.B.1, 2, 3, 4, 5, 6, and 7.
 2. One (1) recordation package containing items I.B.1, 3, 4, 6, and 7 in an archival clamshell.

Upon final approval, the SHPO will submit the HABS recordation package (I.D.1) to the Heritage Documentation Programs in the National Park Service for eventual deposit in the Library of Congress. The SHPO will deposit one recordation package (I.D.2) with the Abraham Lincoln Presidential Library in Springfield, Illinois.

II. DURATION

This Agreement terminates if its stipulations are not carried out and completed within two (2) years from the date of its execution. Prior to such time, a signatory may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI (AMENDMENTS) below. The signatory initiating reconsideration shall notify the other signatories as to the course of action it wishes to pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, TRP 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, TRP understand and agree that it must immediately stop work within the area of discovery and notify and consult with the SHPO and representative THPOs.

IV. MONITORING AND REPORTING

Each six months following the execution of this Agreement until it expires or is terminated, AIS shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to the terms of this Agreement. 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 other 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 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 and signatories 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 signatory 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. EFFECTIVE DATE

This Agreement is effective on the date signed by AIS.


EXECUTION of this Memorandum of Agreement and implementation of its terms evidences that AIS, DOH, and IHDA 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

City of Chicago Department of Assets, Information and Services

Signature:  Date: 07/15/2021
David J. Reynolds, Commissioner

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SIGNATORY


City of Chicago Department of Housing

Signature:  Date: 7-6-2021
Marisa Novara, Commissioner

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SIGNATORY

Illinois Housing Development Authority

Signature:  Date: 7/06/21
Kristin Faust, Executive Director

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SIGNATORY

Illinois State Historic Preservation Officer (SHPO)

By: Carey L. Mayer Date: 7/15/2021
Carey L. Mayer, AIA, Deputy State Historic Preservation Officer
Director, Illinois State Historic Preservation Office
Illinois Department of Natural Resources

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INVITED SIGNATORY

TRP 2008-2012 Ashland, LLC, as property owner

Signature:  _____ Date: July 6, 2021
Guacolda Reyes, Chief Real Estate Development Officer

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CONCURRING PARTIES

Forest County Potawatomi Community of Wisconsin

By: _____
Ned Daniels, Jr., Chairman

Miami Tribe of Oklahoma

By: _____
Douglas G. Lankford, Chief

Archdiocese of Chicago Domestic Violence Outreach

By: _____
Fr. Charles W. Dahm, O.P., Director

Preservation Chicago

By: _____
Ward Miller, Executive Director