

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF CHICAGO DEPARTMENT OF HOUSING, THE CITY OF CHICAGO
DEPARTMENT OF FLEET AND FACILITY MANAGEMENT,
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE DEMOLITION OF 2709-15 WEST DIVISION STREET IN
CHICAGO, ILLINOIS
(SHPO LOG #023031319)**

WHEREAS, the City of Chicago Department of Housing (DOH) and the Chicago Housing Authority (CHA) plan to provide financial support towards affordable housing residential units in the Paseo Boricua Arts Building, a proposed new construction, multi-use residential and commercial building located at 2709-15 W. Division Street in the West Town community in Chicago, Cook County, IL; and

WHEREAS, the project involves the demolition of four existing buildings located at 2709, 2711, 2713, and 2715 West Division Street; and

WHEREAS, the buildings are owned by the Puerto Rican Cultural Center, which has accepted the invitation to sign this Memorandum of Agreement (Agreement) as a Concurring Party; and

WHEREAS, the CHA, has been invited to sign this Agreement as a Concurring Party; and

WHEREAS, the project will involve appropriations under Section 8 of the 1937 National Housing Act run by the CHA, which is funded by federal Moving to Work funds, 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 Undertaking involves the Home Investment Partnerships Program by DOH, a federally funded program which HUD requires be considered an Undertaking subject to review under the Act; and

WHEREAS, HUD recognizes the City of Chicago Department of Fleet and Facility Management (2FM) as its Responsible Entity for both CHA and DOH in implementing the Section 106 consultation process in the Act for projects within the City of Chicago that are categorized under 24 CFR Part 58; and

WHEREAS, 2FM 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 April 4, 2019 the SHPO determined that the three buildings located at 2709, 2713, and 2715 West Division Street (Buildings) are considered contributing elements within a

potential historic district eligible for listing on the National Register of Historic Places (NRHP) under criteria A and C of the National Register Criteria for Evaluation, at the local level of significance;

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

WHEREAS, in accordance with 36 CFR §§ 800.6(a)(1) and 800.10(b), 2FM 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, 2FM, DOH, 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-eligible properties.

STIPULATIONS

2FM shall ensure that the following measures are carried out:

I. RECORDATION

2FM and/or DOH 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 DOH has provided the funding necessary to hire the Contractor, and 2FM 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 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 Historic American Buildings Survey (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 West Town neighborhood commercial node/district 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 and mail a hardcopy of the 95% draft of the items in I.B.1 through 6 to the SHPO for review and comment. 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, DOH 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, DOH understands and agrees that it must immediately stop work within the area of discovery, notify the SHPO, and consult with the SHPO.

IV. MONITORING AND REPORTING

Each six months following the execution of this Agreement until it expires or is terminated, 2FM 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 2FM'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, 2FM 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 2FM's proposed resolution, to the ACHP. The ACHP shall provide 2FM 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, 2FM 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. 2FM 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, 2FM may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, 2FM 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. 2FM'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, 2FM 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. 2FM 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 2FM.

EXECUTION of this Memorandum of Agreement and implementation of its terms evidences that 2FM and DOH, 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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REGARDING THE DEMOLITION OF 2709-15 WEST DIVISION STREET IN
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(SHPO LOG #023031319)**

SIGNATORY

City of Chicago Department of Fleet and Facility Management

Signature:  Date: 11/14/19
David J. Reynolds, Commissioner

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SIGNATORY


City of Chicago Department of Housing

Signature:  Date: 11/22/19
Marisa Novara, Commissioner

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SIGNATORY

Illinois State Historic Preservation Officer

By:  Date: 11-7-19
Colleen Callahan, Director and Illinois State Historic Preservation Officer
Illinois Department of Natural Resources

APPROVED FOR EXECUTION

Date: 11/7/2019
Legal Counsel: 

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CONCURRING PARTY

Chicago Housing Authority

Signature: _____ Date: _____
James L. Bebley, Interim CEO

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CONCURRING PARTY

Puerto Rican Cultural Center, as property owner

Signature:  Date: 11/22/2019

Name: Jose E. Lopez

Title: Executive Director