

**MEMORANDUM OF AGREEMENT AMONG  
THE CITY OF CHICAGO, THE CHICAGO HOUSING AUTHORITY, AND  
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER REGARDING THE  
DEMOLITION OF THE FORMER CRISPUS ATTUCKS ELEMENTARY SCHOOL AT  
3808-12 SOUTH DEARBORN STREET IN CHICAGO, ILLINOIS  
(SHPO LOG #006083018)**

**WHEREAS**, the City of Chicago Department of Planning and Development (DPD) and the Chicago Housing Authority (CHA) plan to conduct a land swap that includes the parcel containing the former Crispus Attucks Elementary School at 3808-12 South Dearborn Street in Chicago, Cook County, IL (Undertaking); and

**WHEREAS**, the Undertaking involves the demolition of the former Crispus Attucks Elementary School; and

**WHEREAS**, the Undertaking involves land disposition and acquisition by the CHA, which the US Department of Housing and Urban Development (HUD) requires be subject to review under Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108 (Act), and its implementing regulations (36 CFR Part 800) (Implementing Regulations); and

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

**WHEREAS**, 2FM has consulted with the Illinois State Historic Preservation Office (SHPO), pursuant to the Implementing Regulations; and

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

**WHEREAS**, on August 19, 2018 the SHPO determined that the building located at 3808-3012 S. Dearborn, the former Crispus Attucks Elementary School, is eligible for listing on the National Register of Historic Places (NRHP) under criteria A and C; and

**WHEREAS**, the SHPO has determined that the Undertaking will have an adverse effect on the historic building that is eligible for listing on the NRHP; 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**, the CHA, 2FM, DPD, and SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to mitigate the adverse effects of this Undertaking to the NRHP eligible property.

## **STIPULATIONS**

### **I. MITIGATION**

2FM and/or CHA shall retain a historical contractor(s) of its 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.

2FM and/or CHA will ensure that the following HABS recordation (see: <https://www.nps.gov/hdp/standards/index.htm>) of the former Crispus Attucks School is carried out and completed by the Contractor:

- A. Sketch elevations, drawn in computer assisted drafting (CAD) format, of the building in current condition
- B. Black and white digital photography of the building site, exterior elevations, distinctive exterior and interior architectural features, interior primary spaces, and representative non-primary interior spaces. Photos must be taken using 4" x 5" negatives, processed according to HABS guidelines, with in-camera perspective correction (as needed). Prints must be wet processed on regular (not resin-coated) photo paper –or– inkjet prints prepared according to HABS guidelines.
- C. Written historic narrative and context of the building and its relation to Stateway Gardens public housing complex using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
- D. Written historic and architectural context of post-World-War-II school buildings in Chicago (1944-1980) using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
- E. Original building drawings scanned at a minimum of 400 dpi and printed with large-format inkjet with HABS-designated ink set or large format plotter (photocopier) at 100% size on HABS title block printed on vellum
- F. Field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
- G. Archival CD/DVD with electronic files of above materials

Upon completion of the fieldwork portion of the HABS documentation (I.A and I.B), the Contractor shall submit draft recordation photos and field notes to the SHPO for review and comment. Upon SHPO confirmation in writing that all of the information necessary to complete HABS documentation has been collected, the demolition of the building may commence.

The Contractor shall submit 95% recordation draft in writing to the SHPO for review and comment. When the SHPO accepts in writing the 95% submission, the 2FM and/or CHA and the Contractor will complete the final documentation as directed above and deliver to the SHPO two complete hardcopies with CDs/DVDs.

The SHPO will deposit one complete copy with the Abraham Lincoln Presidential Library in Springfield, Illinois, and submit one complete archival copy to Heritage Documentation Programs in the National Park Service for eventual deposit in the Library of Congress.

## II. DURATION

This agreement will be null and void if its stipulations are not carried out 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 V (AMENDMENTS) below.

## III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, DPD 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, DPD understands and agrees that it must immediately stop work within the area of discovery, notify the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440) as administered by the SHPO, which provides that no human skeletal remains shall be disturbed without a permit issued by the SHPO.

## IV. 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, the objecting signatory shall consult with the other 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.

## V. 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.

## VI. 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 IV and V above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the agreement upon written notification to the other signatories.

EXECUTION of this Memorandum of Agreement and implementation of its terms evidences that 2FM, DPD, and CHA 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 Fleet and Facility Management

Signature:  Date: 12/10/18  
David J. Reynolds, Commissioner

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**SIGNATORY**

Chicago Housing Authority

Signature:  Date: 12-12-18  
Eugene E. Jones, Jr., CEO

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**SIGNATORY**

City of Chicago Department of Planning and Development

Signature:  \_\_\_\_\_ Date: 12-7-18

David L. Reifman, Commissioner

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**SIGNATORY**

Illinois State Historic Preservation Officer

By:  Date: 12/7/18  
Wayne A. Rosenthal, Director, Illinois Department of Natural Resources,  
and Illinois State Historic Preservation Officer

APPROVED FOR EXECUTION

Date: 12-7-18

Legal Counsel: 