

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF CHICAGO AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE RENOVATION OF
A MIXED-USE DEVELOPMENT (TEACHERS VILLAGE) AT
2620 W. HIRSCH STREET IN
CHICAGO, ILLINOIS
(SHPO LOG #012062421)**

WHEREAS, RBH Chicago Project, LLC (Developer) plans to undertake the renovation of the former DeDuprey Von Humboldt Chicago Public School into a mixed-use building with 102 residential units. The development (referred to as Teachers Village), located at 2620 W Hirsch Street, in Chicago, Cook County, IL, will contain 16 studios, 59 one-bedroom units, 17 two-bedroom units, and 10 three-bedroom units and include a café, exercise room, and community meeting and office spaces. A portion of the existing parking lot will be partially converted into a public plaza; and

WHEREAS, the City of Chicago's Department of Housing (DOH) proposes to partially fund the project with City of Chicago HOME funds; and

WHEREAS, the Chicago Housing Authority (CHA) proposes to provide rental assistance funding to 27 units; and

WHEREAS, the provision of DOH HOME funds and CHA rental assistance, 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's Department of Assets, Information and Services (AIS) acting as the Responsible Entity (RE) for both the City of Chicago and CHA 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 September 30, 2021, the SHPO determined that the building at 2620 W. Hirsch Street, Chicago, IL, is eligible for listing on the National Register of Historic Places (NRHP); and

WHEREAS, the SHPO has determined that the Undertaking will have an adverse effect on the Building that is eligible for the NRHP; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), the RE 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, Developer, 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 properties.

STIPULATIONS

I. MITIGATION

AIS shall retain an historical contractor(s) to complete the measures described below. DOH shall provide AIS the funding for retention of the historical contractor(s). AIS will ensure that the following mitigation and Level III Historic Illinois Building Survey (HIBS) recordation is/are completed by the Contractor. The recordation must follow the HIBS guidelines established by the SHPO. 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 floor plans outlined in I.A.2.a.
- b.** The Contractor shall submit preliminary digital images of the same or very similar views that are proposed for large format (4" x 5") HIBS 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 large format HIBS photography as outlined in I.A.1.c.
- c.** Final HIBS 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" negatives, processed according to HIBS 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 HIBS recordation has been collected, the renovation of the Building may commence.
2. Recordation components shall consist of the following items.
 - a. A sketched floor plans and a Key to Photographs shall be included in the documentation. These can be generated as sketch plans, as defined by HIBS guidelines. These components will be included as figures at the end of the relevant report(s) and printed in accordance with HIBS Guidelines.
 - b. HIBS photographs. Prints from the negatives taken in I.A.1.c must be processed according to HIBS guidelines.
 - c. Narrative and description. A written contextual historical narrative and an architectural/site description of the Building using HIBS-designated outline format printed according to HIBS standards.
 - d. Original and/or historic drawings. If available, any original and/or historic drawings of the Buildings scanned may be scanned and added to the recordation according to HIBS guidelines. Verify that the original/historic plans can be reproduced in accordance with the U.S. Copyright Act, as amended. The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
 - e. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
 - f. Historic images and maps. Photographic copies of illustrative historic images and maps may be scanned, and printed, and labeled according to HIBS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.
 - g. Copyright release form. Photographic copies and images that appear as figures within a historical report must be copyright free and a release form provided as part of the documentation package. A fillable copyright release form example can be found at https://www.nps.gov/hdp/standards/Copyright_fill.pdf
 - h. CD/DVD. A digital version of the HIBS recordation must be saved to an archival CD/DVD.

3. Draft submission. The Contractor shall email of 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) HIBS recordation package containing all items required for the HIBS recordation, inside of an archival clamshell.
 - b. Digital version of the HIBS recordation 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 deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois, and display the recordation on 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 DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, AIS 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, AIS, DOH, and the Developer understand and agree that it must immediately stop work within the area of discovery and consult with the SHPO and the Tribe(s) regarding treatment and disposition of the find.

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, 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 concurring parties 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) daytime 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 and concurring parties to the Agreement and provide them and the ACHP with a copy of such written response.
- C. AIS and DOH responsibilities to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

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 party 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.

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.

VII. 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.

VIII. 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 AIS, DOH, Developer, and SHPO and the implementation of its terms evidence that the signatories, AIS and DOH, and concurring party, 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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(SHPO LOG #012062421)

SIGNATORY

City of Chicago, Department of Assets, Information and Services (Responsible Entity)

Signature:  Date: 5/10/22

Name: Sandra Blakemore

Title: Acting Commissioner

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SIGNATORY

City of Chicago, Department of Housing

Signature: M Novara Date: 5/18/22

Name: Marisa Novara

Title: Commissioner - Department of Housing

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SIGNATORY

RBH Chicago Project, LLC (Developer)

Signature: Linda P. Morgan Date: 5/10/22

Name: Linda P. Morgan

Title: Executive Vice President

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SIGNATORY

Illinois Deputy State Historic Preservation Officer (SHPO)

By: Carey L. Mayer Date: 05/16/2022
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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CONCURRING PARTY

Chicago Housing Authority

Signature:  Date: 5/26/2022

Name: Tracey Scott

Title: Chief Executive Officer

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CONCURRING PARTY

Forest County Potawatomi Community

Signature: _____ Date: _____

Name: _____

Title: _____

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CONCURRING PARTY

Preservation Chicago

Signature: _____ Date: _____

Name: _____

Title: _____