

MEMORANDUM OF AGREEMENT
AMONG THE CITY OF CHICAGO DEPARTMENT OF HOUSING, THE CITY OF CHICAGO
DEPARTMENT OF ASSETS, INFORMATION AND SERVICES,
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER,
REGARDING THE REHABILITATION OF ISLAND TERRACE APARTMENTS
AT 6430 S. STONY ISLAND AVENUE IN CHICAGO, ILLINOIS (SHPO LOG #006110322)

WHEREAS, the City of Chicago Department of Housing (the Agency) plans to fund the Island Terrace Apartments 4% and 9% rehabilitations pursuant to the HOME funding through the US Department of Housing and Urban Development (HUD), which is a program that requires be the funding 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 consists of funding for the occupied rehabilitation of the 240 units and common areas within Island Terrace Apartments at 6430 S. Stony Island, Chicago as well as the demolition of the parking garage and installation of on-site parking and landscaping; and

WHEREAS, The City of Chicago's Department of Assets, Information and Services (AIS) has defined the undertaking's area of potential effects (APE) as **6430 S. Stony Island Avenue**; and

WHEREAS, AIS has determined that the undertaking may have an adverse effect on **Island Terrace Apartments** which is eligible for listing in the National Register of Historic Places, and has consulted with 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)** pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, AIS has consulted with **Preservation of Affordable Housing, Inc. (POAH) Island Terrace 4% LLC** and **POAH Island Terrace 4% LLC** regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as **invited signatories**; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), AIS has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and 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 the Undertaking on historic properties.

STIPULATIONS

AIS shall ensure that the following measures are carried out:

I. MITIGATION (HIBS)

POAH (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. The Developer will ensure that the following mitigation and Level Three (3) 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 photography, and final photography must take place before the Project may commence.
2. Upon completion of 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 has been collected, the Project may commence.
3. Recordation components shall consist of the following items, as described in Attachment 2:
 - a. Measured Drawings: existing/demolition drawings issued for construction shall be sufficient and will be printed for hard copy submission.
 - b. HIBS Photographs existing/demolition drawings issued for construction shall be sufficient and will be printed for hard copy submission.
 - c. Detailed historical context development
 - d. Physical descriptions in a prescribed written outline format
 - e. Optional original and/or historic drawings, images, and maps
 - f. Optional original field notes
 - g. 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.

D. Additional Mitigation

Photographs of the historic features of the building from the surveying efforts and information regarding the building's architectural origins will be displayed within the building at a currently undisclosed space and on the publicly accessible Island Terrace website for an agreed upon period of time.

II. **DURATION**

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, AIS may consult with the other signatories to reconsider the terms

of the MOA and amend it in accordance with Stipulation VI below.

III. MONITORING AND REPORTING

Each five (5) years following the execution of this MOA until it expires or is terminated, **AIS** shall provide all parties to this MOA 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 MOA

V. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, **AIS** shall consult with such party to resolve the objection. If **AIS** determines that such objection cannot be resolved, **AIS** will:

A. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the ACHP, 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)-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 and concurring parties to the MOA 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 MOA that are not the subject of the dispute remain unchanged.

VI. AMENDMENTS

This MOA 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 signed by all of the signatories is filed with the ACHP.

VII. TERMINATION

If any signatory to this MOA determines that its terms cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VI., above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, **AIS** must either (a) execute an MOA 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.

EXECUTION of this Agreement by AIS, DOH, and SHPO, and the implementation of its terms evidence that the AIS and DOH 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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AT 6430 S. STONY ISLAND AVENUE IN CHICAGO, ILLINOIS (SHPO LOG #006110322)

SIGNATORY:

Illinois Deputy State Historic Preservation Officer (SHPO)

By: Carey L. Mayer Date: 08/24/2023
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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SIGNATORY:

City of Chicago Department of Assets, Information and Services

By:  Date: 8/29/2023
Sandra Blakemore, Commissioner

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SIGNATORY:

City of Chicago Department of Housing

By:

James R. Moran, Acting Commissioner


Date:


8/22/25

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INVITED SIGNATORY:

By:  Date: _____
Island Terrace 9% Preservation Associates Limited Partnership

By:  Date: _____
POAH Island Terrace 9% LLC


By:  Date: _____
Preservation of Affordable Housing, Inc.

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CONCURRING PARTY:

By: _____ **Date:** _____
Preservation Chicago

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CONCURRING PARTY:

By: _____ **Date:** _____
Forest County Potawatomi Community

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CONCURRING PARTY:

By: _____ **Date:** _____
Miami Tribe of Oklahoma