

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF CHICAGO DEPARTMENT OF ENVIRONMENT,~~THE CITY OF CHICAGO
DEPARTMENT OF HOUSING, THE CHICAGO HOUSING AUTHORITY,~~ AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE ADAPTIVE REUSE AND REHABILITATION OF
3959 NORTH LINCOLN AVENUE APARTMENTS
IN CHICAGO, ILLINOIS
(SHPO LOG #025040125)**

WHEREAS, the City of Chicago Department of Housing (DOH) plans to provide construction financing through the DOH Multifamily Loan Program toward the adaptive reuse of the existing five-story former bank building at 3943–3965 N. Lincoln Avenue and the new construction of a five-story addition on the adjacent parking lot at 1941–1957 W. Irving Park Road in Chicago, Illinois (collectively, Property); and

WHEREAS, the project will create 64 units of permanent supportive housing (14 one-bedroom, 36 two-bedroom, and 14 three-bedroom units), together with approximately 3,641 gross square feet of ground-floor retail space, on-site amenities, and a roof deck on the new addition (the Undertaking); and

WHEREAS, the Chicago Housing Authority (CHA) plans to provide project-based vouchers (PBVs) for the residential units following completion of the redevelopment; and

WHEREAS, the Undertaking will be implemented by Brinshore Development, L.L.C. (Developer), which has accepted the invitation to sign this Memorandum of Agreement (Agreement) as an Invited Signatory; and

WHEREAS, the Undertaking will receive U.S. Department of Housing and Urban Development (HUD) Public Housing Moving to Work (MTW) funds and HOME Investment Partnerships Program (HOME) grant funds, which 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) (the Act); and

WHEREAS, the City of Chicago, acting through its Department of Environment (DOE), has HUD-delegated authority under 24 CFR Part 58 to act as the Responsible Entity for environmental review responsibilities under the National Environmental Policy Act and is acting as the Agency Official with respect to Section 106 of the Act; and

WHEREAS, DOE has defined the Undertaking’s Area of Potential Effects (APE) as the Property at 3943–3965 N. Lincoln Avenue and 1941–1957 W. Irving Park Road; and

WHEREAS, pursuant to the 2022–2027 Programmatic Agreement between the City of Chicago and the Illinois State Historic Preservation Officer (the Programmatic Agreement), historic property identification and evaluation of eligibility for the Undertaking were completed by personnel meeting the Secretary of the Interior’s Professional Qualifications Standards (36 CFR Part 61), who determined that the building at 3943–3965 N. Lincoln Avenue (the former Lincoln Trust & Savings Bank Building, built in 1925) is eligible for listing in the National Register of Historic Places (NRHP) under Criterion C; and

WHEREAS, pursuant to the Programmatic Agreement, personnel meeting the Secretary of the Interior’s Professional Qualifications Standards determined that the Undertaking will have an Adverse Effect on the

NRHP-eligible Property under the Criteria of Adverse Effect at 36 CFR § 800.5(a)(1), and the Illinois State Historic Preservation Officer (SHPO) confirmed that, under the terms of the Programmatic Agreement, the Adverse Effect determination is the finding of record and SHPO concurrence is not required; and

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment on the Adverse Effect through a notice published in the Chicago Sun-Times on March 24, 2026, and through a concurrent posting of the notice and supporting consultation materials on the City of Chicago website, with a public comment deadline of April 23, 2026, and no public comments were received; and

WHEREAS, recognizing the government-to-government relationship with federally recognized Indian tribes, on April 1, 2025, the City initiated consultation pursuant to 36 CFR § 800.2(c)(2)(ii) and invited the following tribes to participate in consultation regarding the Undertaking: Citizen Potawatomi Nation, Oklahoma; Forest County Potawatomi Community, Wisconsin; Hannahville Indian Community, Michigan; Kickapoo Tribe of Oklahoma; Little Traverse Bay Bands of Odawa Indians, Michigan; Menominee Indian Tribe of Wisconsin; Miami Tribe of Oklahoma; and Prairie Band Potawatomi Nation; and

WHEREAS, of the tribes invited, only the Forest County Potawatomi Community (FCPC) responded; by letter dated May 21, 2025, FCPC requested to remain a consulting party for historic preservation purposes and provided a finding of no historic properties of significance to the FCPC affected by the Undertaking, and the City has invited FCPC to sign this Agreement as a Concurring Party; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) and 36 CFR § 800.10(b), DOE has notified the Advisory Council on Historic Preservation (ACHP) of the Adverse Effect determination, [and on May 20, 2026], the ACHP [chose not to participate_ ~~/has chosen not to participate~~] in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii)]; and

NOW, THEREFORE, DOE, ~~DOH, CHA,~~ and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in this Agreement in order to mitigate the Adverse Effect of the Undertaking on the NRHP-eligible Property.

STIPULATIONS

I. MITIGATION (HIBS)

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/articles/sec-standards-prof-quals.htm>) to complete the measures described below. DOE will ensure that the following mitigation and Level Three (3) Historic Illinois Building Survey (HIBS) recordation is completed by the Developer and its 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, measurements, 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 have been collected, the Project may commence.
3. Recordation components shall consist of the following items, as described in Attachment 2:
 - a. Measured drawings
 - b. HIBS photographs
 - 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 mutually 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

1. The Developer will make reasonable efforts to salvage historic building components affected by the undertaking, such as the clock face, for:
 - a. Reuse at the undertaking
 - b. Donation

II. DURATION

This Agreement shall be effective until such time as all of its terms is satisfied, or it is amended or terminated and replaced. Prior to such time, DOE may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI. AMENDMENTS below. DOE shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, DOE and the Developer shall consult with the SHPO and Tribes immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated encounter of human remains or burials, or archaeologically significant materials, the Developer understands and agrees that it must immediately stop work within the area of encounter, consult with the SHPO and representative Tribal Historic Preservation Officers, and follow, to the best of its ability and in accordance with all local, state, and federal laws, the Inadvertent Discovery Policy recommended by the Forest County Potawatomi Community, as provided by Luke Heidner, Tribal Historic Preservation Officer, by email dated May 21, 2025, which states: *“In the event that an Inadvertent Discovery (ID) occurs at any phase of a project or undertaking as defined, and human remains or archeological materials are exposed as a result of project activities, work should cease immediately, and the Tribe(s) must be included with the SHPO in any consultation regarding the treatment and disposition of the find.”*

All actions taken following an inadvertent discovery shall comply with applicable federal, state, and local laws, including the Native American Graves Protection and Repatriation Act (NAGPRA), 25 U.S.C. § 3001 et seq., where applicable, and the Illinois Human Skeletal Remains Protection Act, 20 ILCS 3440/0.01 et seq.

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, DOE shall provide all parties to this Agreement and the ACHP 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 DOE'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, DOE 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 DOE's proposed resolution, to the ACHP. The ACHP shall provide DOE 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, DOE 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. DOE 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, DOE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, DOE 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. DOE'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 signed by all of the signatories is filed with the ACHP.

VII. 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 pursuant to 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, DOE 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. DOE 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. 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, DOE must transmit to the ACHP the executed Agreement along with the documentation specified in Section 800.11(f).

EXECUTION of this Agreement by signatories, invited signatories and the implementation of its terms evidence that the signatories and invited signatories have afforded the ACHP an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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THE CITY OF CHICAGO DEPARTMENT OF ENVIRONMENT AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER,
REGARDING THE ADAPTIVE REUSE AND REHABILITATION OF 3959 NORTH LINCOLN
AVENUE APARTMENTS
IN CHICAGO, ILLINOIS
(SHPO LOG #025040125)**

SIGNATORY

THE CITY OF CHICAGO DEPARTMENT OF ENVIRONMENT (DOE)

By: _____ Date: _____

Angela Tovar
Commissioner
Chicago Department of Environment

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SIGNATORY

THE CITY OF CHICAGO DEPARTMENT OF ENVIRONMENT (DOE)

By:  Date: June 5, 2026

Angela Tovar
Commissioner
Chicago Department of Environment

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INVITED SIGNATORY

THE CITY OF CHICAGO DEPARTMENT OF HOUSING (DOH)

By: _____ Date: _____
Lisette Castañeda
Commissioner
Chicago Department of Housing

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THE CITY OF CHICAGO DEPARTMENT OF HOUSING (DOH)

By: _____


Lissette Castañeda
Commissioner
Chicago Department of Housing

Date: _____

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**CONCURRING PARTY
THE CHICAGO HOUSING AUTHORITY (CHA)**

By: _____ Date: _____
Keith Pettigrew
Chief Executive Officer
Chicago Housing Authority

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: _____ Date: _____
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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(SHPO LOG #025040125)**

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 6/5/2026
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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INVITED SIGNATORY

Brinshore Development, L.L.C. (DEVELOPER)

By: _____ Date: _____
David Brint
Principal
Brinshore Development, L.L.C.

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INVITED SIGNATORY

Brinshore Development, L.L.C. (DEVELOPER)

By:  Date: 6.4.26
David Brint
Principal
Brinshore Development, L.L.C.

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**CONCURRING PARTY
FOREST COUNTY POTAWATOMI COMMUNITY (FCPC)**

By: _____ Date: _____
Luke Heidner
Tribal Historic Preservation Officer
Forest County Potawatomi Community