

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND NEW CONSTRUCTION OF
A MIXED-USE DEVELOPMENT AT
622 GRACELAND AVENUE IN
DES PLAINES, ILLINOIS
(SHPO LOG #014092622)**

WHEREAS, the US Department of Housing and Urban Development (HUD) proposes to provide a federally insured loan (221(d)(4)) to the Applicant for the construction of a 7-story, 131-unit multi-family building located at the northwest corner of Graceland Avenue and Webford Avenue in Des Plaines, Cook County, Illinois (Project); and

WHEREAS HUD has determined the financial assistance for the Project is 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).

WHEREAS, Mylo Residential Graceland Property LLC (Applicant), plans to undertake the demolition of 622 Graceland Avenue in order to construct a new 7-story, multi-family building on the parcel; and

WHEREAS, HUD has defined the Undertaking's Area of Potential Effects (APE) as a 1.20 acre parcel which includes 3 buildings, including the former U.S. Post Office building at 622 Graceland Avenue; and

WHEREAS, HUD has consulted with the Illinois State Historic Preservation Office (SHPO), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, SHPO currently resides within IDNR, and the Director of IDNR is the duly designated State Historic Preservation Officer; and

WHEREAS, in consultation with the SHPO, HUD determined that the Building at 622 Graceland Avenue, a former U.S. Post Office building, including two 1941 U.S. Post Office murals, is eligible to be listed on the National Register of Historic Places (NRHP) under Criteria A and C (historic property); and

WHEREAS, in consultation with the SHPO, HUD has determined that the Undertaking will have an adverse effect on the historic property; and

WHEREAS, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect to the historic property in notices published in the *Journal and Topics*, a local newspaper with distribution in Des Plaines, on March 23, 2022, and April 20, 2022, with

36 comments received, which generally included the following: concerns with the size, scope and design of the project, traffic, density and safety issues, zoning changes, other concerns dealt with demolition of the “historic” old post office, and multiple comments concerning the murals within the old post office, HUD believes the mural retrieval and mitigation measures proposed address these concerns; and

WHEREAS, HUD has invited via letter/email, eight Indian tribes (Tribes) including the Citizen Potawatomi Nation Oklahoma, Kickapoo Tribe of Oklahoma, Prairie Band Potawatomi Nation, Miami Tribe of Oklahoma, Menominee Indian Tribe of Wisconsin, Hannahville Indian Community Michigan, Little Traverse Bay Bands of Odawa Indians Michigan and the Forest County Potawatomi Community of Wisconsin who may have geographical and/or cultural affiliation in the APE to consult regarding the adverse effect to the historic property or effects to other properties of religious or cultural significance to the Tribes; and

WHEREAS, HUD after 30 days received notification that two Tribes, the Prairie Band Potawatomi Nation and the Miami Tribe of Oklahoma, both indicated that they desire to be consulting parties, and a third Tribe, the Kickapoo Tribe of Oklahoma, indicated that they did not want to be a consulting party; the remaining Tribes never responded and therefore a second request for consultation via email was sent, with none indicating that they wish to consult; and

WHEREAS, HUD has assigned the Applicant roles and responsibilities to carry out commitments stipulated in this Memorandum of Agreement (Agreement), and HUD has invited the Applicant to sign this Agreement as an Invited Signatory; and

WHEREAS, the Applicant has consulted with U.S. Postal Service (USPS) to determine the retrieval process for the two 1941 murals, which remained USPS property even after the sale of the former U.S. Post Office building, in the historic property and the USPS has entered into a Right of Entry (ROE) Agreement with the Applicant which allows USPS to enter the historic property to remove the two murals after Stipulation I.A but prior to demolition, and HUD has invited the USPS to sign this Agreement as an Concurring Party; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), HUD has notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination, and on July 11, 2023, the ACHP has chosen not to participate in the consultation pursuant to 36 CFR§ 800.6(a)(1)(iii);

NOW, THEREFORE, HUD, the SHPO, and the Applicant agree that the Undertaking shall be implemented in accordance with the following stipulations in this Agreement in order to mitigate the adverse effects of this Undertaking to the historic property.

STIPULATIONS

HUD shall ensure that the following measures are carried out:

- I. Historic Illinois Building Survey (HIBS)
The Applicant 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 Applicant will ensure that the Historic Illinois Building Survey (HIBS) recordation is completed by the Contractor as mitigation for the adverse effect. The recordation must follow the HIBS Level 3 (three) 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 Applicant 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 has 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, including photographs of the building and the interior murals prior to removal by USPS
 - c. Detailed Historical Context Development
 - d. Physical Descriptions in a Prescribed Written Outline Format
 - e. Original and/or Historic Drawings, Images, and Maps (if available)
 - f. CD/DVD of HIBS Recordation
4. Modification of HIBS format may be performed if agreed upon by the SHPO, the Applicant, 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 by 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.

II. DURATION

This Agreement will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, HUD may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. HUD 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, the Applicant shall notify HUD and HUD 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, the Applicant will immediately stop work within the area of discovery and allow HUD time to consult with the SHPO and the Tribes (Prairie Band Potawatomi Nation and the Miami Tribe of Oklahoma) that are consulting parties to this undertaking.

IV. MONITORING AND REPORTING

On a yearly basis, following the execution of this Agreement until it expires or is terminated, the Applicant shall provide all parties to this Agreement and the ACHP (if participating) 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 the Applicant'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, HUD 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 HUD's proposed resolution, to the ACHP. The ACHP shall provide HUD 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, HUD 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. HUD 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, HUD may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, HUD 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. HUD'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 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 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, HUD 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. The Applicant 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.


EXECUTION of this Agreement by HUD and SHPO and the implementation of its terms, evidence that HUD has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

[Signature Pages to follow]

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SIGNATORY

US DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (HUD)

Signature:  Date: September 15, 2023
Name: Stephen Ott
Title: Production Division Director

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SIGNATORY


ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 07/28/2023
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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INVITED SIGNATORY

Mylo Residential Graceland Property LLC (Applicant)

Signature:  _____ Date: 08/05/2023

Name: Joseph Z Taylor III

Title: Manager

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INVITED CONCURRING PARTY

Prairie Band Potawatomi Nation

By: _____ Date: _____
Raphael Wahwassuck
Tribal Historic Preservation Officer

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INVITED CONCURRING PARTY

Miami Tribe of Oklahoma

By: _____ Date: _____
Diane Hunter
Tribal Historic Preservation Officer

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INVITED CONCURRING PARTY

UNITED STATES POSTAL SERVICE

Signature: _____ Date: _____

Name: _____

Title: _____