MEMORANDUM OF AGREEMENT
AMONG
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER, U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, THE CITY OF CHICAGO, ILLINOIS AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
for the
ABLA REDEVELOPMENT PROJECT

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) pursuant to 24 CFR Part 50, has determined that implementation of the ABLA[1] Redevelopment Project (Project) using monies appropriated from HUD programs will have an adverse effect on the Jane Addams Public Housing Complex, which is eligible for listing in the National Register of Historic Places. HUD has consulted with the Illinois State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and,

WHEREAS, in 1993 the Council, SHPO and HUD entered into a Programmatic Agreement that provided, in part, that HUD would consult further with the SHPO and Council to develop an appropriate treatment plan for activities that might affect the integrity of any of six complexes (including Jane Addams Homes) that would be determined eligible by the Keeper of the National Register: and,

WHEREAS, in July 1994 the Keeper determined Jane Addams Homes (and five other complexes) to be eligible for inclusion in the National Register of Historic Places; and,

WHEREAS, on September 28, 1996 HUD published a notice implementing Section 202 of the Omnibus Consolidated Recissions and Appropriations Act of 1996 (P.L. 104-134). Section 202 requires public housing authorities to identify certain distressed public housing developments that cost more than Section 8 rental assistance and cannot be reasonably revitalized. The rule (24 CFR 971) gave housing authorities approximately a year to perform the analyses on their developments and to remove those complexes that were not viable within a five year time frame; and,

WHEREAS, during the summer of 1997 Chicago Housing Authority (CHA) completed the required viability analyses and Jane Addams was determined to not be viable pursuant to Section 202; and,

WHEREAS, the CHA in collaboration with the City of Chicago (City), plaintiff's counsel in the *Gautreaux vs. CHA, et al* federal court case, the ABLA Local Advisory Council (LAC) and the ABLA residents have submitted an application to HUD for the 1998 HOPE VI – Urban Revitalization Program and requested a revision to a 1996 HOPE VI Grant that was originally

[1] ABLA Homes is comprised of six contiguous developments: Jane Addams Homes, Robert Brooks Homes, Robert Brooks Extension, Grace Abbott Homes, Loomis Courts, and William C. Jones Senior Apartments.

awarded for the redevelopment of Brooks Extension and would then be allocated for the overall redevelopment of ABLA Homes, including the Jane Addams Public Housing Complex; and

WHEREAS, the City of Chicago may allocate HOME and/or CDBG funds for the Project, and intends to fulfill its Section 106 responsibilities under 24 CFR Part 58 by execution of this Agreement; and

WHEREAS, HUD is responsible for compliance with the National Historic Preservation Act; and

WHEREAS, the CHA, as owner and manager of public housing developments in Chicago, Illinois and the entity that will implement the terms of this Agreement, has participated in the Section 106 consultation, and has been invited as a concurring party to this Agreement; and

WHEREAS, the signatories to this programmatic agreement understand and agree that any CHA action or activity described below that are under the control of the Receiver in *Gautreaux v. CHA, et al.* cannot, and will not, be performed unless the Receiver, which is not a party to this agreement, subsequently agrees to perform those actions or activities, and provided further that the signatories to this Programmatic Agreement understand and agree that if any dispute arises over what actions or activities described in this programmatic agreement are under the control of the Receiver, those actions or activities will not begin until the signatories to this agreement, CHA and the Receiver settle that dispute under the terms of this agreement or until CHA obtains a court order in *Gautreaux v. CHA, et al.* clarifying that such actions and activities are not within the Receiver's control.

WHEREAS, the Project activity mentioned above will be implemented in phases through a mixed finance strategy including private and public funds, and may include the total or partial demolition of ABLA Homes, the redevelopment of the Project site, and the construction of off-site and scattered site replacement housing; and

WHEREAS, HUD, in consultation with the CHA, has determined that the "Area of Potential Effect" ("Project Area") is the area bounded by a line starting from the corner of Cabrini Street and Racine Avenue and traveling south along Racine Avenue to Roosevelt Road, going east along Roosevelt to Blue Island, going south on Blue Island to the railroad tracks south of 15th Street, going west on the railroad tracks south of 15th Street to Ashland Avenue, going north on Ashland Avenue to Roosevelt Road, going east on Roosevelt Road to Loomis Street, going north on Loomis Street to Grenshaw Street, going east on Grenshaw Street to Throop Street, going north on Throop Street to Taylor Street, going west on Taylor Street to the alley directly east of Loomis Street, going north on the alley directly east of Loomis Street to Arthington Street, going east on Arthington Street to Ada Street, going north on Ada Street to Cabrini Street, and going east on Cabrini Street to Racine Avenue. The Project Area encompasses the entire ABLA Homes public housing site as well as neighboring private properties. The map of the Project Area is included as Appendix A; and

WHEREAS, the Jane Addams Homes is the only development among the five federally funded developments (Loomis Courts is not federally funded) comprising ABLA Homes determined eligible for inclusion on the National Register of Historic Places; and

WHEREAS, HUD, SHPO, and the City, in consultation with CHA, will continue to identify and evaluate other properties in the ABLA Project Area; and

WHEREAS, HUD has determined in consultation with the SHPO that no potential for archaeological sites exists within the Project Area; and,

WHEREAS, the CHA is developing an agreement with the ABLA Local Advisory Council (LAC), the HUD recognized elected representative body of the ABLA residents, in order to facilitate consultation with residents on policies and issues regarding the comprehensive ABLA Redevelopment. As the CHA has met with the ABLA LAC since June of 1997 and resident sub-committees since October of 1997, the CHA has accepted the responsibility for continuing communication and coordination with the ABLA LAC and its sub-committees to ensure public notice of this Agreement and its provisions; and

WHEREAS, the City, HUD, and CHA are aware of the locational, and development restrictions placed on the CHA by the Federal Court in the desegregation case *Gautreaux v. CHA. et al.*, the City and the CHA will comply with these restrictions as they apply to the implementation of this Agreement, and

WHEREAS, the City and the CHA will adhere to the Council's Policy on Affordable Housing in implementing the ABLA Redevelopment Project; and

WHEREAS, the City and the CHA will ensure that public health and safety is maintained throughout the course of the ABLA Redevelopment Project; and,

NOW, THEREFORE, HUD, the City, SHPO and the Council agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

The City and HUD, in coordination with CHA, will ensure that the following measures are carried out.

I. IDENTIFICATION AND EVALUATION

A. HUD and the City, in coordination with the CHA, will evaluate all properties that will be effected by ABLA Redevelopment Project activities to determine whether the property meets the criteria for inclusion in the National Register of Historic Places. Identification and evaluation will not include the five federally funded ABLA public housing developments that have already been identified and evaluated by HUD and the SHPO: Jane Addams Homes, Robert Brooks Homes, Robert Brooks Extension, Grace Abbott Homes, and William C. Jones Senior Apartments.

B. In the event that the City acquires properties in the ABLA Redevelopment Area, the City will notify HUD and SHPO and submit its recommendation on the National Register eligibility of each property. The SHPO will evaluate the City and HUD's recommendation and will concur or object within 30 days. If the property is considered eligible for inclusion in the National Register, the City will consult with the SHPO in accordance with this agreement prior to implementing any Project activities.

II. MARKETING

A. The City and CHA, in consultation with the SHPO, shall ensure that a Request for Proposals (RFP) is prepared for the Project. There will be separate RFPs for on-site and off-site development. The City and CHA shall ensure that the RFP includes an information package about the Project, including but not limited to:

1. Photographs of the property;
2. A parcel map;
3. Information on the property's historic significance;
4. Information on the property's current market value;
5. Information on tax benefits for rehabilitation of historic properties:
6. Information on the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (U.S. Department of the Interior, National Park Service, 1992) which should be adhered to, should a developer propose to rehabilitate a portion of the Jane Addams Housing Complex.
7. Notification that a covenant, attached hereto as Appendix B, shall be included in the documentation transferring any historic properties that will be rehabilitated to the developer.
8. A schedule for receiving and reviewing offers.

B. The City and CHA, in consultation with the SHPO, shall develop a distribution list of potential purchasers or transferees.

C. The City and CHA, in consultation with the SHPO, shall develop an advertising plan and schedule.

D. Upon agreement with the RFP or after resolution of any disagreements in accordance with Stipulation XII, the City and CHA shall implement the RFP process.

E. The City and CHA, in consultation with the SHPO, shall review each offer in response to the RFP and select one that meets the Selection Criteria, as outlined in Appendix C.

F. The City and CHA, in consultation with the ABLA LAC and the SHPO, will select the highest rated and most qualified development proposal that conforms to the criteria of Appendix C. If the selected development proposal does not include rehabilitation of historic properties, the City and CHA may demolish and redevelop the ABLA Homes including Jane Addams Homes, after fulfilling the provisions set forth in Stipulation VI. The City and CHA shall notify HUD and the Council of this decision.

III. REHABILITATION

A. If the City and CHA selects a development proposal that proposes to rehabilitate a portion of any historic property in the Area of Project Area including Jane Addams Homes, the City and CHA shall ensure that rehabilitation of historic properties shall be carried out in accordance with the recommended approaches in the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* ("Standards") to the extent feasible.

B. If the City and CHA determine that the Standards cannot be met, the City and CHA, in consultation with the SHPO, shall develop a treatment plan to minimize or mitigate those elements that adversely affect the historic property.

C. The City and CHA shall submit preliminary and final plans and specifications to the SHPO for review and comment. The SHPO will provide written comments within thirty (30) days following receipt of adequate documentation.

IV. ON-SITE NEW CONSTRUCTION

A. If historic buildings are retained as part of the Project, the City and CHA shall ensure that the new construction immediately adjacent to the retained building are compatible with the historic and architectural qualities of the retained historic buildings. The City and CHA will ensure compatible scale, massing, color and materials, and the approaches in the Standards, as it relates to new construction, and be sympathetic to the historical and architectural character of adjacent historic properties, if any.

B. The City and CHA shall submit preliminary plans and specifications to the SHPO for review and comment. The SHPO shall provide written comments within thirty (30) days following receipt of adequate documentation.

V. OFF-SITE AND SCATTERED SITE REPLACEMENT HOUSING

A. As the City and CHA constructs new off-site and scattered site replacement housing, CHA and the City, in consultation with HUD, shall provide the SHPO with the proposed location and an opinion regarding National Register eligibility of all sites that are purchased for new off-site and scattered replacement housing.

1. If CHA and the City, in consultation with HUD, determine that the "area of potential effects" for any such off-site new construction includes properties listed on or eligible for listing on the National Register of Historic Places (such as the Tri-Taylor Historic District), CHA and the City, in consultation with HUD, shall consult with the SHPO to develop the preliminary plans and specifications.

2. CHA and the City shall ensure that the design of any such new replacement public housing shall adhere to the recommended approaches in the Standards, as it relates to new construction, and be sympathetic to the historical and architectural character of adjacent historic properties to the extent feasible. CHA, the City or other developers shall submit preliminary plans and specifications to the SHPO for review and comment, unless schematic designs for prototype in-fill housing are approved in advance by the SHPO. The SHPO shall provide written comments within thirty (30) days following receipts of adequate documentation.

B. In the event that rehabilitation of existing buildings is proposed for off-site and scattered site replacement housing, CHA and the City, in consultation with HUD, shall provide the SHPO with the proposed location and their opinion regarding National Register eligibility of each property that is purchased for rehabilitation. CHA and the City, in consultation with HUD, will provide this notice to the SHPO upon acquiring control of the property.

1. If a property is located within a historic district, eligible for listing on the National Register, or individually listed on the National Register, the City and CHA will ensure that all rehabilitation activities shall adhere to the recommended approaches in the Standards, including lead based paint abatement.

2. CHA and the City shall ensure that the development of treatment plans for scattered site housing in existing historic properties shall adhere to the recommended approaches in the Standards and be compatible with significant architectural elements of the individual building or district in which it is a contributing building. The exterior building envelope and contributing architectural features, as well as interior entrance halls and stair ways when they are historic shall be treated in accordance with the Standards. HUD, CHA, the City or other developers shall submit preliminary plans and specifications to the SHPO for review and comment, unless rehabilitation design guidelines are developed for the treatment of contributing buildings within a historic district or for certain type properties and approved in advance by the SHPO. The SHPO

shall provide written comments within thirty (30) days following receipts of adequate documentation.

C. To the extent feasible and consistent with the *Gautreaux v. CHA, et al.* federal court case, HUD, CHA, the City or other developers shall locate the off-site and scattered replacement housing in the Near West side neighborhood.

VI. RECORDATION

A. Prior to the initiation of partial or complete demolition activities within the ABLA Project Area, CHA and the City shall contact the SHPO to determine what level and kind of recordation is required for the Illinois Historic American Building Survey/Historic American Engineering Record (IL HABS/HAER) of the property. CHA and the City shall ensure that all documentation is completed and accepted by IL HABS/HAER prior to demolition of historic properties.

B. CHA and the City will award the recordation contract to a consultant chosen under the provisions set out under 24 CFR Part 85, provided the consultant is qualified to perform the work as required under 36 CFR Part 61 and agrees to meet IL HABS/HAER Standards.

VII. INTERPRETATIVE EXHIBIT

A. CHA and the City shall consult with the LAC, local historical organizations and former residents of the historic properties regarding the development of an interpretative exhibit. Such exhibit could be a building museum, informational kiosk, video, etc. on the State and local significance of the historic properties in the development, planning and management of public housing in Illinois.

1. CHA and the City shall develop a scope-of-work for the development of an interpretative exhibit of the history and architecture of Jane Addams Public Housing Complex.

2. CHA and the City will ensure that the interpretative exhibit shall incorporate IL HABS documentation referenced in Stipulation VI, such as personal photographs, historical documents, oral histories, architectural elements, other memorabilia.

3. CHA and the City shall locate the Jane Addams Homes interpretative exhibit on the original site of the development in an existing building if feasible or in a new building or structure, on-site, that is accessible to the public.

4. A brochure, based upon the interpretative exhibit, shall be developed to provide an historical overview of the historic significance of the historic property.

B. CHA and the City will submit the scope of work to the SHPO for review and approval.

C. CHA and the City shall notify local civic, preservation, historical and professional organizations, and educational organizations of the existence of the interpretive exhibit and make copies of the brochure available upon completion of the activity.

XIII. PUBLIC PARTICIPATION

CHA and the City shall inform the public of the outcome of the RFP process and the future disposition of the Jane Addams Public Housing Complex and other historic properties through public meetings with ABLA LAC and ABLA residents and public notice posted at the community center.

IX. DEMOLITION

A. CHA or the City, in consultation with HUD, may proceed to demolish non-historic properties in the ABLA Project Area upon execution of this agreement and approval of demolition by HUD pursuant to Section 18 of the U.S. Housing Act of 1937, as amended.

B. Upon execution of this Agreement and approval of demolition by HUD pursuant to Section 18 of the U.S. Housing Act of 1937, as amended, the City may demolish the four buildings referenced in the Emergency Motion filed on April 29, 1998, for Authorization to Demolish Building and a Complaint for Equitable and Other Relief with the Circuit Court of Cook County, Municipal Department, First District[2]. The City of Chicago has determined that these four buildings are an imminent threat to the public health and safety.

1. The four buildings have the following addresses:

1328 West Taylor Street	1334 West Taylor Street
1338 West Taylor Street	1340 West Taylor Street
1344 West Taylor Street	1336 West Roosevelt Road
1348 West Roosevelt Road	1350 West Roosevelt Road
1354 West Roosevelt Road	1349-53 West Grenshaw Street
1242-50 West Roosevelt Road	1252-56 West Roosevelt Road

2. To the extent feasible prior to initiation of partial or complete demolition activity on these four buildings, the City shall contact the SHPO to determine the level and kind of recordation required for the IL HABS/HAER of the property and shall assure that the recordation is completed.

X. EMERGENCY ACTION

A. In the event that the CHA and/or the City determine that an emergency situation exists which requires action within 30 days or less and involves a historic property within the ABLA Project Area, the CHA and/or the City shall notify the SHPO and advise it of any structural conditions, fire hazards, or public health and safety issues that created the emergency situation. Emergency Action may include stabilization activities, partial or total demolition.

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[2] The Case Numbers are: 98M1-402140 thru 98M1-402143.

B. Within 7 days after receipt of a request for emergency action from CHA and/or the City, the SHPO shall provide its approval or objection. The SHPO approval may require mitigation (i.e. recordation, architectural salvage, etc.) that is achievable taking into account the constraints of the emergency situation.

C. In the event that the SHPO objects to the proposed emergency action, the CHA and/or the City shall notify HUD and the Council of such disagreement and request the Council's review of the situation within 7 days. If the Council does not respond within 7 days, CHA and the City can assume concurrence with the proposed emergency action.

D. Emergency Action undertaken by the City or CHA to demolish historic buildings in the ABLA Project Area due to dangerous and hazardous conditions and concurred with by SHPO shall not preclude redevelopment activities on affected properties utilizing federal funds.

XI. DISCOVERY

A. In accordance with 36CFR Part 800.11, if previously undetected or unknown historic properties are discovered during project activities, CHA and/or the City will cease, or cause to stop, any activities having an effect and consult with the SHPO to determine if an investigation is required.

B. If an investigation is required and they result in the identification of properties eligible for the National Register, CHA and the City will consult with the SHPO to develop an appropriate treatment or mitigation plan. Once approval by SHPO, CHA and the City will implement the treatment or mitigation plans.

C. If CHA, the City and the SHPO determine that further investigation is not necessary, or investigations do not result in the identification of National Register eligible properties, project activities may resume without further review. Any disagreement between CHA, the City and the SHPO concerning the need for further investigations or the scope of the treatment plan or mitigation plan will be coordinated in accordance with Stipulation XII.

XII. DISPUTE RESOLUTION

A. Should the SHPO object in writing to HUD within thirty (30) days regarding any action carried out or proposed with respect to the Project or implementation of the MOA, HUD shall consult with the objecting party to resolve the objection. If after initiating such consultation HUD determines that the objection cannot be resolved through consultation, HUD shall forward all documentation relevant to the objection to the Council, including HUD's proposed response to the objection.

1. Within 30 days after receipt of all pertinent documentation, the Council shall provide HUD with recommendations that HUD shall take into account in reaching a final decision with reference only to the subject objection.

2. Should the Council fail to provide recommendations to HUD within 30 days after receipt of all pertinent documentation, HUD may assume the Council's concurrence in its proposed response to the objection.

B. HUD's responsibility to carry out all actions pursuant to the terms of this MOA that are not the subjects of objection shall remain unchanged.

XIII. PUBLIC OBJECTIONS

CHA and the City, in consultation with HUD, shall take into account all public objections that are related to the implementation of the terms of this Agreement to the extent that those objections are related to historic preservation. CHA and the City, in consultation with HUD, shall include the SHPO and the Council in resolving objections as appropriate. CHA and the City, in consultation with HUD, shall advise the SHPO and the Council of public objections and the outcomes.

XIV. COORDINATION OF REVIEWS

A. The SHPO and Council will have a 30-day review period for commenting on all documents, plans and specifications required under the terms of this Agreement, unless HUD, SHPO and Council agree otherwise.

B. The Council may delegate its review of documents, plans, and specifications required under the terms of this Agreement to the SHPO.

C. If the SHPO and/or Council fail to provide comments within the 30-day review period, HUD, the City and/or CHA may assume their concurrence and proceed with the proposed action or activity.

D. HUD, the City, and CHA shall forward all treatment and mitigation plans developed as part of the implementation of the RFP to the SHPO for review and approval. HUD, the City, and CHA shall obtain the approval of the SHPO prior to implementing any treatment or mitigation activities.

E. In the event that the City and CHA do not provide the SHPO with an opportunity to review project activities in accordance with the terms of this Agreement, the SHPO shall notify HUD and Council accordingly. HUD shall investigate the matter and advise the SHPO of measures that will be taken to address the oversight and to ensure that future reviews are properly coordinated.

F. CHA and the City shall provide the SHPO with a schedule for the proposed implementation of project activities that includes proposed dates for on-site monitoring by the SHPO. Should CHA and the City modify the schedule for the proposed implementation of project activities, the SHPO will be given a minimum of 14-days notice for scheduled on-site monitoring.

G. The City and CHA shall ensure that contractors involved in all phases of implementation of project activities are aware of the requirements of this Agreement.

H. In an emergency situation, as set out in Stipulation X., The City and CHA will notify the SHPO, and the SHPO will have 7 days to approve, approve with mitigation or object to the emergency. In the event that SHPO objects to the emergency, the City and CHA will notify HUD and the Council, and the Council will have 7 days to approve, approve with mitigation or object to the emergency. If the Council objects to the emergency situation, the provisions and time frames as set out in the remaining stipulations still apply.

XV. FEDERAL COORDINATION OF OTHER PROJECTS

In the event that federal agencies other than HUD propose to allocate funds for activities within the Project area, the City and CHA, in consultation with HUD, shall consult with the federal agency to determine whether the agency can fulfill its Section 106 compliance responsibilities by adhering to the terms of this Agreement. The Federal agency, in consultation with the City, HUD and CHA, shall notify the SHPO and Council of its intent to comply with the requirements of Section 106 by coordinating with HUD pursuant to this Memorandum of Agreement.

XVI. GENERAL REPORTING

CHA and the City shall ensure that a written report of all activities carried out pursuant to this MOA is provided to the ABLA LAC, the SHPO, HUD, the Council and upon request to other interested parties on an annual basis on October 31 until all project activities have been completed.

XVII. AMENDMENTS

Any signatory to this Agreement may propose to HUD or the Council that the Agreement be amended, whereupon HUD, the signatories to this Agreement and the Council shall consult to consider such amendment. 36 CFR Section 800.5(e) shall govern the execution of such amendment.

XVIII. TERMINATION

A. If HUD or the City, after consultation with the CHA, determine that they cannot implement the terms of the Agreement, or if the other signatories to this Agreement or Council determine that the Agreement is not being properly implemented, HUD, the City, other signatories to this Agreement or the Council may propose that the Agreement be terminated.

B. The signatory proposing to terminate the Agreement shall notify the other signatories accordingly, explaining the reason(s) for the termination and affording them at least thirty (30) days to consult and seek alternatives to termination.

C. Should such consultation fail and the Agreement be terminated, HUD shall either:

1. Consult in accordance with 36 CFR 800.5(e) to develop a new Agreement; or

2. Request that the Agreement be amended in accordance with Stipulation XVII.

XIX. SUNSET

A. This Agreement shall continue in force until December 31, 2003, unless HUD notifies the Council sooner that all Project activities subject to the terms of this Agreement have been completed.

B. In the event that HUD does not approve the HOPE VI Grant, HUD, the City and CHA shall notify the SHPO and the Council to determine whether the provisions of this Agreement, with the exception of Stipulation IX, are still applicable given the revised scope of the undertaking.

Execution and implementation of this Agreement evidence that HUD has afforded the Council a reasonable opportunity to comment on the Project and its effects on historic properties, and that HUD has taken into account the effects of this undertaking on historic properties.

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

By: William L. Wheat Date: 9/24/98
Illinois State Historic Preservation Officer

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: Deborah Vincent Date: 9/1/98
General Deputy Assistant Secretary

CITY OF CHICAGO

By: Richard M. Daley Date: _____
The Mayor

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: John M. Fowler Date: 10/2/98
Executive Director

Concur:

CHICAGO HOUSING AUTHORITY

By: [illegible] Date: 8/1/98
Executive Director

APPENDIX A:

Area of Potential Effect

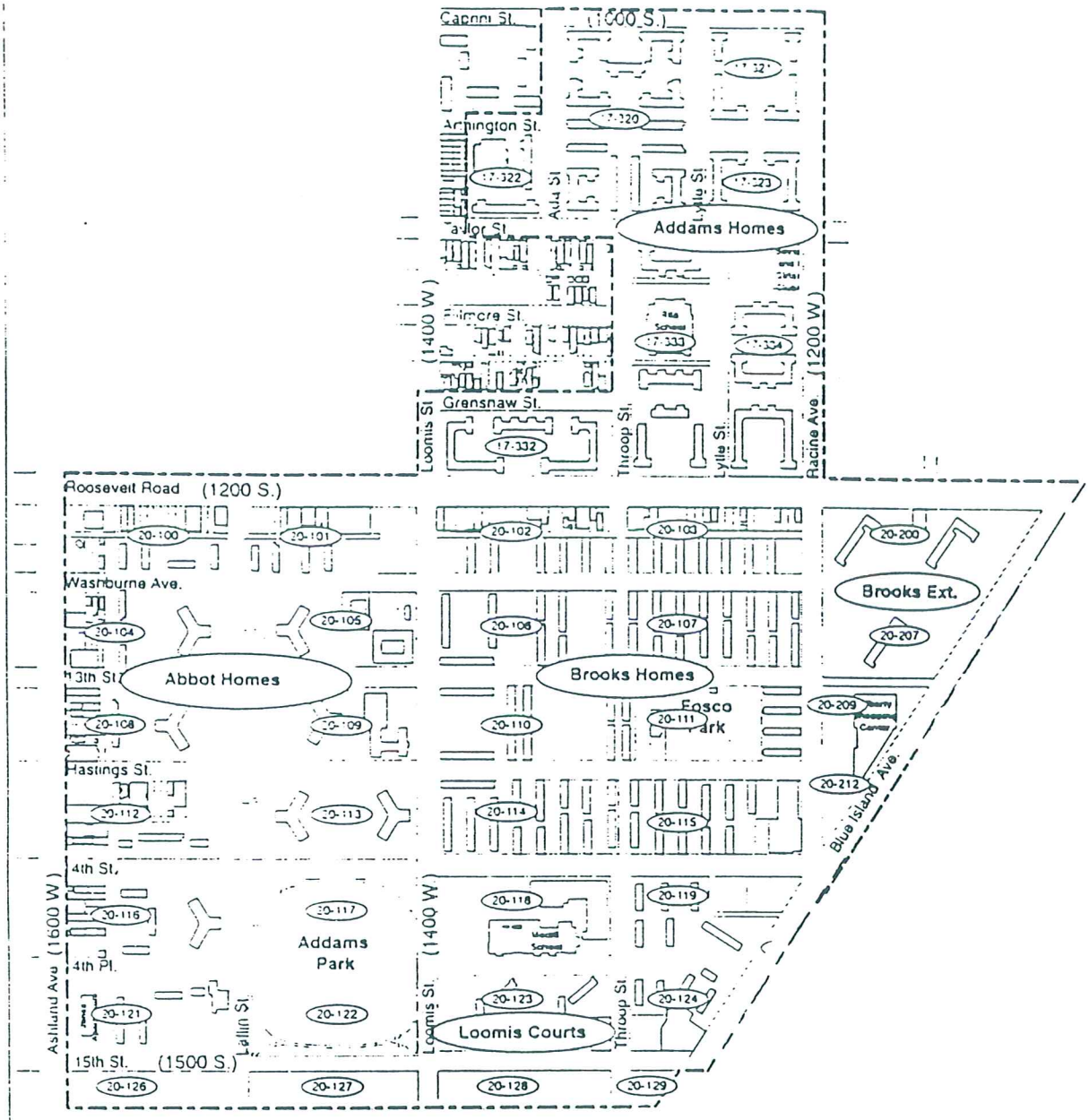

Figure 1

Project Area Boundary Map

APPENDIX B:

Covenant to be Included in Documentation
Transferring Any Historic Properties to a Private Developer.

APPENDIX B:
Covenant to be Included in Documentation Transferring Any Historic Properties to a Private Developer.

In consideration of the conveyance of certain real property, hereinafter referred to as [name of property], located in the City of Chicago, County of Cook, State of Illinois, which is more fully described as: [Insert legal description]

1. The grantee hereby covenants on behalf of itself, its heirs, successors, and assigns at all times to maintain and preserve [name of property] in accordance with the recommended approaches of the "Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings" (National Park Service, 1992) in order to preserve and enhance those qualities that name [name of property] eligible for listing on the National Register of Historic Places.

2. No construction, alteration or rehabilitation shall be undertaken or permitted to be undertaken on [name of property] which would affect the historic architectural features of [name of property] without consultation and the express prior written permission of the Illinois State Historic Preservation Officer (ILSHPO) or a fully authorized representative thereof.

3. The ILSHPO shall be permitted at all reasonable times to inspect [name of property] in order to ascertain if the above conditions are being observed.

4. In the event of a violation of this covenant, and in addition to any remedy now or hereafter provided by law, the ILSHPO may, following reasonable notice to the grantee, institute suit to enjoin said violation or two require the restoration of [name of property].

5. The grantee agrees that the ILSHPO may at its discretion, convey and assign all or part of its rights and responsibilities contained herein to a third party.

6. This covenant is binding on the grantee, its heirs, successors and assigns in perpetuity. Restrictions, stipulations and covenants contained herein shall be inserted by the grantee verbatim or by express reference in any deed or other legal instrument by which the grantee itself of the fee simple title or any other lesser estate in [name of property] or any part thereof.

7. The failure of the ILSHPO to exercise any right or remedy granted under this instrument shall not have the effect of waiving or limiting the exercise of any other right or remedy or use of such right or remedy at any other time.

8. The ILSHPO may, for good cause, modify or cancel any or all of the foregoing restrictions upon application of the grantee, its heirs, successors or assigns.

The covenant shall be a binding servitude upon [name of property] and shall be deemed to run with the land. Execution of this covenant shall constitute conclusive evidence that the grantee agrees to be bound by the foregoing conditions and restrictions and to perform to obligations herein set forth.

APPENDIX C:

Selection Criteria in Request for Proposals

ABLA Redevelopment
Request for Proposals
Proposed Selection Criteria

The CHA and the City will use a selection criteria based on a 100-point scoring system. The maximum number of points per category is shown in parentheses.

The CHA and the City will invite the highest ranked developer by rating scores per the criteria defined below, to enter into negotiations for contract with a not-to-exceed amount. If an agreement between the top ranked firm and the CHA ***and the City*** cannot be reached, the CHA ***and the City*** will stop negotiations. The CHA ***and the City*** will then enter into negotiations with the next highest ranked firm. The CHA ***and the City*** will continue this procedure down to the third ranked firm. If an agreement cannot be reached with neither of three top ranked proposals, the CHA ***and the City*** reserves the right to stop procurement.

A. **Qualifications of Development Team (30 Points):** The CHA and the City will evaluate the past experience of each member of the development team, the development team's capacity as a whole, and the development team's experience in working together if any. The CHA ***and the City*** will also evaluate the sound financial capacity of the team as demonstrated in Exhibit IV HUD Form 92417-Personal Financial and Credit Statement, as well as commitment of equity to the development. The Developer's commitment to Affirmative Action, increasing opportunities for Minority and Women Enterprises (MBE/WBE), and resident employment (Section 3 and Step-Up) as required by HUD will also be evaluated under this selection criteria item. For more information, please refer to Section 11 of the Request for Proposals and to Item 11 of the Format for Submission of Proposals.

B. **Overall Project Design Objectives (20 Points):** The CHA and the City will evaluate the extent that the proposed housing meets the special planning requirements and design criteria and the functional objectives indicated in the Packet; The degree to which the design incorporates features that provide for efficient project operations, lower maintenance costs, and the safety and security of the occupants; The extent that durable, low maintenance construction material and equipment will be used; and the extent that the design provides for long-term energy savings by incorporating the use of energy efficient materials, such as insulation, windows, efficient gas furnaces, and similar equipment.

B-1 **Architectural Treatment (10 Points):** The CHA and the City will evaluate the degree to which the aesthetic design and placement of buildings complements adjacent development, and the buildings, units and layouts provide functional housing arrangements. Special attention will be given to retention of historic buildings that are rehabilitated in accordance with the *Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*. Any renovation of existing buildings will be considered. Where there is a conflict between the standards of the surrounding neighborhood and this RFP, the more stringent will apply.

C. **Resident Participation (10 Points):** The CHA and the City will evaluate the extent that the proposal identifies the process and programmatic strategies for achieving meaningful resident participation in the decision-making and ongoing operations of the development.

D. **Management Plan (5 Points):** The CHA and the City will evaluate the extent to which the management plan articulates a strategy for sustaining long term high performance, resident satisfaction, and professional excellence.

E. **Legal (5 Points):** The CHA and the City will evaluate the extent to which the submission addresses the legal structure of the owning entities and accommodates a CHA ***and the City*** ground lease arrangement of joint ownership with the CHA ***and the City*** such that real estate taxes are minimized and all applicable legal requirements are satisfied. The CHA ***and the City*** will also evaluate the extent to which the ownership structure includes a strategy for long term affordability of the public housing units.

F. **Financing (20 Points):** The CHA and the City will evaluate the extent that the financing plan realistically addresses long-term sustainability of the development, especially the public housing units, and the developer's commitment to providing equity to the project. The CHA ***and the City*** will also evaluate the consistency of the financing plan with the design program and the extent to which public dollars are leveraging private funding, including developer equity, and the extent to which ***public housing*** units are financially independent of HUD operating subsidy.

F-1. **CHA Development Cost:** The CHA and the City will evaluate the extent to which the proposed sources of development funds minimize the CHA subsidy or capital contribution and maximize developer equity.

F-2. **Long Term Viability:** The CHA and the City will evaluate the extent to which the long-term viability of the ***public housing*** units is independent of operating subsidy and the extent to which net operating income from market-rate units subsidizes the operating expenses of public housing units.

TOTAL MAXIMUM POINTS FOR PROPOSAL: 100