

**MEMORANDUM OF AGREEMENT AMONG
AURORA UNIVERSITY, THE ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY,
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING RENOVATIONS AND INTERIOR CONSTRUCTION (PROJECT) AT
THE WACKERLIN CENTER FOR FAITH AND ACTION AT 430 EVANSLAWN IN
AURORA, ILLINOIS (BUILDING)
(SHPO LOG #005030624)**

WHEREAS, Aurora University (Owner) plans to undertake renovations and interior construction (Undertaking) at the Wackerlin Center for Faith and Action at 430 Evanslawn, Aurora University, Aurora, Illinois, formerly known as the Marshall and Shirlee Goldman House (Building); and

WHEREAS, the project requires funding from the Illinois Department of Commerce and Opportunity (Agency), thereby making the project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

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

WHEREAS, on March 15, 2024, Officer determined that the Building eligible to be listed on the National Register of Historic Places (NRHP) for Criterion C for Architecture (built in 1961 and designed by Keck and Keck architects) at a local level of historical significance; and

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

NOW, THEREFORE, the Owner, DCEO, and the Officer 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

- A. The Owner shall be responsible for the creation of an etched glass plaque detailing the historical significance of the Goldman house and the Keck and Keck architects.

- B. This historical information will be researched and detailed by the Registrar of the Aurora University Schingoethe Museum or a minimal period of five years.
- C. The plaque will be mounted in a visible location in the common space of the Wackerlin Center.
- D. The Owner shall be responsible for sending digital photos of the plaque installation to the Officer, upon completion.
- E. The Owner shall provide the historical background text and digital photos of the plaque on the Wackerlin Center for Faith and Action's website for a minimal period of five years.
- F. The Owner shall be responsible directing the staff of the Schingoethe Museum to add the historical information in I. B. to Art Tours.
- G. The Owner shall be responsible to produce a video about the Art Tours at the Schingoethe Museum and display the video on the Schingoethe Museum website for a minimal period of five years.
- H. The Owner shall provide links to websites in I.E., and I.G. to the Officer upon addition of the required information.

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, the Owner may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owner 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, the Owner shall consult with the Officer 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, the Owner understands and agrees that it must immediately stop work within the area of encounter, consult with the Officer, and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, Owner shall provide all parties to this Agreement 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

Owner'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, the Owner shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e.

A. The Owner'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.

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.

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 signatories, and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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SIGNATORY

AURORA UNIVERSITY (OWNER)

Signature:  Date: 07/16/24


Name: Susana Rivera-Mills, PhD

Title: University President

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SIGNATORY

ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (AGENCY)

Signature:   By Garrett C. Carter
General Counsel Date: 8/6/2024


Name: Kristin A. Richards

Title: Director

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By:  _____ Date: 7/23/2024

Anthony Rubano
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources