

**MEMORANDUM OF AGREEMENT AMONG
BOARD OF EDUCATION OF ELGIN SCHOOL DISTRICT U-46, THE ILLINOIS
ENVIRONMENTAL PROTECTION AGENCY, AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION OF THE DAVID C. COOK PUBLISHING HOUSE, 850 N.
GROVE AVE., ELGIN, ILLINOIS
(SHPO LOG #004061925)**

WHEREAS, School District U-46 (Owner) plans to undertake the demolition of the David C. Cook Publishing House, located at 850 N. Grove Ave., Elgin, IL 60120 (Site) and construct a new school (Project); and

WHEREAS, the Project requires a National Pollutant Discharge Elimination System (NPDES) permit and a Water Pollution Control permit from the Illinois Environmental Protection Agency (IEPA), thereby making the Project an Undertaking (as defined by 20 ILCS 3420/3(f)(3)) subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (together the “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 February 24, 2026, the Officer has determined the David C. Cook Publishing House building is eligible for listing on the National Register of Historic Places under Criterion A-Industry (publishing) and C-Architecture at the local level; and

WHEREAS, on February 24, 2026, the Officer has determined that the Project will have an Adverse Effect on the building; and

WHEREAS, according to 17 IAC 4180.350 of the Act, a) “To initiate the consultation process, the Director [Officer] and the State agency shall consult to determine such further investigation of various alternatives as is necessary to determine all feasible and prudent alternatives to the undertaking as originally proposed in order to avoid, minimize or mitigate the identified adverse effects”; and

WHEREAS, according to 17 IAC 4180.350 of the Act, b) “In addition to the State agency and IHPA [SHPO], consulting parties may include State agencies, local governments, local not-for-profit groups and other parties of interest as agreed to by the State agency and the Director [Officer]. The State agency [or Owner] and the Director [Officer] may agree to call a public information meeting to obtain public comment concerning the proposed undertaking and its

effects on historic resources pursuant to Section 4180.450”; and

WHEREAS, following the Act, the public was notified of the Undertaking and given an opportunity to comment on the adverse effect in School Board meetings on April 8 and April 22, 2024, in meetings with the Northeast Neighborhood Association of Elgin on May 22, August 7, and October 23, 2025, and in a Elgin City Council Planning and Zoning Commission meeting on February 2, 2025, with announcements of the meetings on regular School Board notifications, neighborhood association mailers and social media posts, and City of Elgin notifications, respectively, with comments received from the Neighborhood Association and through the Planning and Zoning meeting; and

WHEREAS, following the Act, the Owner has notified Christine Sundquist of the City of Elgin, and Elizabeth Marston of the Elgin History Museum of the adverse effect determination, and on April 15, 2026 the both parties chose to participate in the consultation to resolve the adverse effect; and

WHEREAS, according to 17 IAC 4180.350 of the Act, d) “After consideration of the information collected during the consulting process, if the State agency and the Director agree upon a feasible and prudent alternative which minimizes or mitigates the adverse effect, or if they determine that there are no feasible and prudent alternatives, the Director shall execute a Memorandum of Agreement as provided in Section 4(d) of the Act within thirty (30) calendar days.”

NOW, THEREFORE, following the Act, the Owner, IEPA, 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 (Historical Recordation)

- A. The Owner 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) or a professional historian (Historian) approved by the Officer to complete a Historical Recordation (Recordation). The Owner shall ensure the Recordation is performed professionally and with the following items represented:
1. Original drawings/blueprints recorded via HD digital photography, if available, for the building to be demolished by this Project (Building).
 2. Interior and exterior HD digital photographs of the Building. All photographs must be captioned with photograph direction and description and properly located on plan-view maps.
 3. Digital copies of historic photographs or representations of the Building.
 4. A contextual history of the David C. Cook company.

5. Description of what was produced at the Site.
6. Inclusion of a memorial plaque in the lobby of the new school.
7. The Contractor must consult with the Officer prior to the initiation of the Recordation work to ensure that expectations are understood.
8. The Officer may approve alterations to the format and/or requirements of the Recordation, depending on the circumstances of the Project.
9. Fieldwork, in the form of a Site visit, draft photography, and final photography must take place before any physical work leading towards demolition can begin.
10. Upon completion of draft photography, the Contractor shall digitally submit the images and any draft materials to the Officer for review and comment.
11. Upon Officer confirmation in writing that all the final photographs to complete Recordation have been collected, the Project may commence.
12. The Contractor or Historian shall prepare and email a 95% draft of the Recordation in .pdf format to the Officer for review and comment.
13. When the Officer accepts the 95% draft submission, in writing, the Contractor shall incorporate into the recordation any comments that the Officer provides and complete the final documentation.
14. Upon completion of the final documentation, the Agency and/or Contractor shall submit the following to the Officer:
 - a. One archival clamshell of sufficient size to encapsulate the Recordation.
 - b. One copy of the Recordation, on archival materials, according to specifications in I. Mitigation for deposit in the Abraham Lincoln Presidential Library and Museum.
 - c. Two digital records (download, link, or flash drive) with the complete Recordation for posting on the SHPO website and for storage at the Elgin History Museum.

II. DURATION

This Agreement shall be effective upon the final signature and continue for two years after or until such time as all of its terms are satisfied (the "Term"), unless it is renewed or terminated earlier and replaced. Prior to the expiration of the Term, 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. The summary report shall be due prior to the expiration of each twelve-month period within the Term.

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 3420/4(e).

- 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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(SHPO LOG #004061925)

SIGNATORY

BOARD OF EDUCATION OF ELGIN SCHOOL DISTRICT U-46 (OWNER)

Signature:  Date: 5-18-20

Name: MELISSA OWENS

Title: BOARD PRESIDENT

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SIGNATORY

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 5/21/2026
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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CONCURRING PARTY SIGNATORY

CHRISTINE SUNDQUIST (CITY OF ELGIN)

Signature: _____ Date: _____

Name: _____

Title: _____

CONCURRING PARTY SIGNATORY

ELIZABETH MARSTON (ELGIN HISTORY MUSEUM)

Signature: _____ Date: _____

Name: _____

Title: _____