

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF ROCK FALLS, THE ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY, AND THE ILLINOIS STATE HISTORIC
PRESERVATION OFFICER
REGARDING DEMOLITION OF 200 W. 2ND ST. (FORMER INTERNATIONAL
HARVESTER BUILDING) AND CONSTRUCTION OF A PARKING LOT IN ROCK
FALLS, ILLINOIS
(SHPO LOG #004092123)**

WHEREAS, the City of Rock Falls (“Owner”) is the owner of certain property located at 200 W. 2nd Street, Rock Falls, Illinois 61071 (the “Property”), upon which is situated a building commonly referred to as the former International Harvester Building (“Building”); and

WHEREAS, the Building is in a substantially distressed and deteriorated condition; and

WHEREAS, Owner plans to undertake the demolition of Building, and construct a new parking lot upon the Property (the “Project”); and

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

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

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

WHEREAS, the Building was determined eligible to be listed on the National Register of Historic Places (“NRHP”) on the October 17, 2023, under Criterion A for associations with industry and Criterion C for architecture, both at the local level of significance; and

WHEREAS, on October 27, 2023, the Officer determined that the proposed demolition of the Building by Owner is an adverse effect to the eligible Building; 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 (this “Agreement”) in order to mitigate the adverse effects of this Undertaking to the NRHP-listed property.

STIPULATIONS

I. MITIGATION

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) to develop a Historic Resource Survey that surveys the downtown area of Rock Falls and adjacent industrial buildings. The survey will outline a high-level history of the development of downtown, historic research including historic photography, integrity of extant buildings, photo index, and opinion as to potential contributing or non-contributing nature of the various resources to a potential future National Register Historic District, as well as recommend any buildings that may be individually eligible for listing in the National Register of Historic Places. The final deliverable will be a written report with accompanying photographs and location maps. The contractor will submit the final deliverable to the City, with a presentation to city council, as well as submission to SHPO.

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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(SHPO LOG #004092123)

SIGNATORY

THE CITY OF ROCK FALLS

Signature:  Date: 02-06-24
Name: Rod Kleckler
Title: Mayor City of Rock Falls

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SIGNATORY

THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

Signature:  By 
Garrett C. Carter
General Counsel Date: 2/12/2024

Name: Kristin Richards

Title: Director

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: Carey L. Mayer Date: 1/2/2024
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources