

**MEMORANDUM OF AGREEMENT AMONG  
ROCK VALLEY COLLEGE, THE ILLINOIS ENVIRONMENTAL PROTECTION  
AGENCY, AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING ROCK VALLEY COLLEGE'S NEW DOWNTOWN CAMPUS AND  
DEMOLITION OF 720 CHESTNUT, 327 S. WINNEBAGO ST., AND 311 S.  
WINNEBAGO ST., IN ROCKFORD, ILLINOIS  
(SHPO LOG #009070924 )**

**WHEREAS**, in 2023 Rock Valley College ("College") purchased properties on the west side of downtown Rockford, Illinois in order to develop the properties for a new downtown Rockford campus for the College ("Project"); and

**WHEREAS**, the College's new campus is estimated to cost \$52,000,000 and would provide access to educational opportunities to residents of the west side of downtown who have been underrepresented and underemployed in the Rockford area; and

**WHEREAS**, the College's new campus will incorporate two new buildings totaling approximately 70,000 to 90,000 square feet which will house adult education, automotive repair programs, early childhood education, refugee and immigrant services, truck driver training, a training center for police, and community space; and

**WHEREAS**, the College's new campus will require the demolition of three buildings located at 720 Chestnut St., 311 South Winnebago St., and 327 South Winnebago St. in Rockford, Illinois ("Buildings"). The demolitions will make room for two new educational buildings to be constructed on the site; and

**WHEREAS**, the College purchased these Buildings along with other undeveloped property (vacant lots and parking lots) in the area, and the College plans to demolish these Buildings due to their age and poor condition, including violations of the Americans with Disabilities Act and requirement for significant asbestos abatement; and

**WHEREAS**, the Project 1) requires consultation under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act) as the College is an institution of the State of Illinois carrying out an activity that has potential to effect historic property, and 2) requires a National Pollutant Discharge Elimination System (NPDES) permit, a Water Pollution Control permit, and a Public Water Supply permit from the Illinois Environmental Protection Agency (IEPA), thereby making the project Undertakings 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 SHPO currently resides within IDNR (Office), and the Director of IDNR is the duly designated State Historic Preservation Officer (Officer); and

**WHEREAS**, on August 13, 2024, the Officer determined that the Buildings at 720 Chestnut St., 327 S. Winnebago St., and 311 S. Winnebago St. are eligible to be listed on the National Register

of Historic Places (NRHP) These properties are listed in *Rockford's Industrial Property Survey 1850-1930* and eligible for the NRHP under Criterion C for Architecture; and

**WHEREAS**, the Officer has determined that the Undertakings will have an adverse effect on the Buildings that is eligible for the NRHP; and

**WHEREAS**, the College notified the public in the Rockford Register Star on August 29, 2024, of the Undertakings, the adverse effects of the Project to historic property, and its efforts to resolve the adverse effect. Interested parties were invited to enter into consultation regarding the adverse effect, and a meeting was held on September 9, 2024, to discuss the Project.

**NOW, THEREFORE**, the College, IEPA, and the Officer agree that the Undertakings shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (Agreement) in order to mitigate the adverse effects of this Undertakings to the NRHP-eligible properties.

### STIPULATIONS

#### I. MITIGATION (HIBS)

- A. The College 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](https://www.nps.gov/history/local-law/arch_stnds_9.htm)) to complete a Level II Historic Illinois Buildings Survey (HIBS) according to the measures described below.
  1. The Owner will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation.
  2. The recordation must follow the HIBS guidelines established by the Officer, according to the specifications listed in Attachment A.
  3. The Contractor must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
  4. The Officer may approve alterations to the format and/or requirements of the HIBS, depending on the circumstances of the project.
  5. Fieldwork, in the form of a site visit, draft photography, measurements, and final photography must take place before the Project may commence.
  6. Upon completion of draft photography, the Contractor shall digitally submit the images and copies of field notes to the Officer for review and comment.
  7. Upon Officer confirmation in writing that all of the final HIBS photographs to complete HIBS recordation has been collected, the Project may commence.
  8. The Contractor shall prepare and email a 95% draft of the HIBS recordation in .pdf format to the Officer for review and comment.
  9. 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.
  10. 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 HIBS recordation.
- b. One copy of the HIBS recordation, on archival materials, according to HIBS specifications for deposit in the Abraham Lincoln Presidential Library and Museum.
- c. One digital record (download, link, flash drive, CD, or DVD) with the complete HIBS recordation for posting on the SHPO website.

## 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 College may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The College 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 College 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 College 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, the College 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 the College'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 College 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 College'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 Undertakings in compliance with the Act.

[Signature Pages to follow]

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(SHPO LOG #009070924 )

SIGNATORY

ROCK VALLEY COLLEGE (COLLEGE)

Signature:  Date: 9/18/2024  
Name: HOWARD J. SPEARMAN, Ph.D.  
Title: 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: 9/19/2024  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources