MEMORANDUM OF AGREEMENT
BETWEEN the CITY OF ROCKFORD
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
DEMOLITION OF SEVERAL BUILDINGS AT THE FORMER BARBER COLMAN COMPLEX
LOCATED AT 1200 ROCK STREET, ROCKFORD,
WINNEBAGO COUNTY, ILLINOIS

WHEREAS the City of Rockford (CITY) plans to use USEPA Cleanup Grant Funds and Community Development Bock Grant Funds to continue environmental remediation activities at the former Barber Colman Complex; and

WHEREAS the undertaking consists of demolition of section 10, 17 and 19 of the complex which are contributing buildings within the Barber Colman National Register Historic District; and

WHEREAS, all three structures to be demolished lie within the 100-year floodplain of the Rock River; and

WHEREAS, there is a critical need to remove impervious surface and reestablish permeable surface within this floodplain; and

WHEREAS, removal of these three structures will result in creation of over 90,000 additional square feet of permeable surface, thereby improving flood protection of the remaining eight structures; and

WHEREAS, the CITY has defined the undertaking's area of potential effect (APE) as the area of land containing these buildings; and

WHEREAS, the CITY has determined that the undertaking will have an adverse effect and has consulted with the Illinois State Historic Preservation Officer "**SHPO**" pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, no other properties of historic, architectural or archaeological significance exist within the project area, nor are human remains likely to be encountered; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the CITY has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the CITY and the Illinois SHPO 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 shall ensure that the following measures are carried out:

1. Sections 10, 17 and 19 of the Barber Colman Complex shall be documented in accordance with the Illinois Historic American Buildings Survey Standards (IL HABS).
2. Level III documentation shall be prepared by the applicant.
3. Sketch plans, drawn in computer assisted drafting (CAD) format shall be produced on archivally stable Mylar sheets unless original plans are available, then these shall reproduced on Mylar sheets.
4. 35mm black and white photography of the building to include building site, exterior elevations, distinctive exterior architectural features and significant interior spaces and features shall be produced on archivally stable photographic paper.
5. Written historic narrative of the Barber Colman Company and a written architectural description of the buildings using the IL HABS designated outline format shall be completed.
6. The CITY will award the recordation contract to the consultant of its choice, provided the consultant is qualified to perform the work and agrees to meet IL HABS Standards and guidelines
7. IHPA will review the draft photos and field notes and accept or reject documentation and deliver one original and one copy on computer disc to IHPA and a local repository if so requested.
8. Upon IHPA's written acceptance of the draft IL HABS documentation, the City may commence demolition activities to the buildings.

I. DURATION

This MOA will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the CITY may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

II. DISPUTE RESOLUTION

Should any signatory **or** concurring party to this MOA object at any time to any actions

proposed or the manner in which the terms of this MOA are implemented, the CITY shall consult with such party to resolve the objection. If the CITY determines that such objection cannot be resolved, the CITY will:

A. Forward all documentation relevant to the dispute, including the CITY's proposed resolution, to the ACHP. The ACHP shall provide the CITY with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the CITY shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The CITY will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the CITY may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the CITY shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. The CITY's responsibility is to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

III. AMENDMENTS

This MOA 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 signed by all of the signatories is filed with the ACHP.

IV. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. FAA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the **CITY** and **SHPO** and implementation of its terms evidence that FAA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

Anne E Haaker Date 12/17/09

Illinois State Historic Preservation Officer

Reid Montgomery Date 12/8/09

Director, Rockford Department of Community & Economic Development