MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF ROCKFORD
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICE
REGARDING THE
REDEVELOPMENT OF THE INGERSOLL BUILDING INTO A DOWNTOWN SPORTS COMPLEX

WHEREAS, the City of Rockford (CITY) has applied to the U.S. Department of Housing and Urban Development for the use of IKE Disaster Recovery Grant assistance for the Redevelopment of the Ingersoll Building into a Downtown Sports Complex (DSC) located at 301-401 South Water Street in Rockford, Illinois (the Project); and

WHEREAS, for the purposes of this Agreement, the Project shall be divided into phases and defined as follows:

Phase I –

- The redevelopment of the existing building at 301-401 South Water Street in Rockford, Illinois (known as "the Ingersoll building") into an indoor Downtown Sports Complex (DSC) by the CITY and redevelopment of the site for parking and other uses that support the Sports Complex; and,
- Acquisition of the property located at 325 South Madison Street in Rockford, Illinois (known as the "Watch Factory" property) by the CITY for purposes of creating future parking for the DSC and to augment the CITY'S Municipal Parking System.

Phase II –Site design and planning of the Watch Factory property and demolition of the non-contributing, post-1930 portions of the Watch Factory structure.

Phase III – Landscaping of the Watch Factory property and development of the site for parking facilities by the CITY to support redevelopment of the Watch Factory structure and provide municipal parking for the surrounding land uses, including the Downtown Sports Complex.

Phase IV – Demolition of the former School Administration building at 201 South Madison Street in Rockford, Illinois by Rockford School District 205, conveyance of the title of the property to the CITY, and development of the site by the CITY to provide municipal parking for the surrounding land uses, including the Downtown Sports Complex.

WHEREAS the U.S. Department of Housing and Urban Development has delegated to the CITY its responsibility for seeking the comments of the Advisory Council on Historic Preservation (ACHP) pursuant to the Housing and Community Development Act of 1977 and Section 106 of the National Historic Preservation Act of 1966 (NHPA), as amended; and

WHEREAS the CITY, in consultation with the Illinois State Historic Preservation Officer (SHPO), has established the Area of Potential Effect, as defined at 36 CFR §800.16(d) as the Ingersoll Building and adjacent properties within the Haight Village Historic District; and

WHEREAS, the CITY wishes to demolish noncontributing portions of the manufacturing facility surrounding the original Watch Factory structure that were constructed after 1930 in order to provide municipal parking for the surrounding land uses and to rehabilitate the original Watch Factory building; and

WHEREAS, the CITY would like to enter into an Intergovernmental Agreement with Rockford School District 205 (DISTRICT) for the purposes of having the District demolish the former School Administration building located at 201 South Madison Street and convey the

underlying real property to the City for the purposes of providing municipal parking for the surrounding land use utilizing non-Federal or State funds; and

WHEREAS the SHPO has determined that the complete demolition of the School Administration Building would constitute an adverse effect as defined by 36 CFR part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 USC §470f); and

WHEREAS, the City has invited the ACHP to participate in the consultation process and they declined to do so in a letter to the City dated April 3, 2014; and

NOW, THEREFORE, the CITY and the SHPO agree that, in accordance with the terms of this Memorandum of Agreement (MOA), the CITY shall ensure that the following stipulations are implemented in order to take into account the effect of the undertaking on the Haight Village Historic District property.

STIPULATIONS

The CITY shall ensure that the following measures are carried out:

I. INGERSOLL BUILDING (Downtown Sports Complex)

Upon execution of the MOA by both signatories, the CITY will immediately proceed with Phase I of the Project, redevelopment of the Ingersoll building and site for an indoor, regional Downtown Sports Complex (DSC).

II. **WATCH FACTORY**

A. Upon execution of the MOA by both signatories, the CITY may proceed immediately with the portion of the Phase I activities that include acquisition of the Watch Factory property.
B. The City, in consultation with the SHPO, may proceed with Phase II of the Project, site design and planning, and demolition of the non-contributing, post 1930 portions of the Watch Factory structure for the development of parking facilities and landscaping.
C. The CITY, in consultation with the SHPO, may proceed with Phase III of the project, which includes landscaping of the Watch Factory property and development of the site for parking facilities by the CITY to support redevelopment of the Watch Factory structure and provide municipal parking for the surrounding land uses, including the Downtown Sports Complex.
D. The CITY shall ensure that future development of the Watch Factory Building shall comply with the Secretary of the Interior's Standards for Rehabilitation (36 CFR part 67.7). This shall be accomplished in consultation with the SHPO either through direct rehabilitation of the building or expressly required in any future development agreement that the City may enter into with others for the development of the building.

III. **FORMER SCHOOL ADMINISTRATION BUILDING**

A. The CITY shall consult with the SHPO for a period of no more than 6 months concerning the future disposition of the building. The CITY shall provide to the SHPO the following information for consideration:

1. Good current exterior and interior photographs of the building documenting its current condition.
2. Efforts taken by the CITY or School District to determine development interest in the building.
3. Development schedule for the parking and site improvements in Phase IV of the Project.
4. Written comments of the Rockford Historic Preservation Commission and the local Haight Village neighborhood association.
5. Any other written comments received from the public concerning the proposed development. Any proposals that would be considered for the RPS205 site must include at least 140 parking spaces above that which would be required for the future use, and an ADA compliant connection to the DSC (Ingersoll) property. Additionally, any proposals submitted for consideration would be required to include a fully developed financial pro forma, a detailed business plan, a financial commitment (in the form of a letter of credit pledging funds to the project), and a project schedule for the implementation of the development by the end of 2016. Additionally, proposals must be consistent with the City's Consolidated Plan and Comprehensive Plan

The time period for consideration shall commence at the time the information is delivered to the SHPO and shall end at either a maximum of six months or until both parties are mutually agreed upon satisfactory disposition for the property.

B. Should demolition be the agreed upon alternative, the CITY, in consultation with the SHPO shall complete the following elements prior to the full demolition of the former School Administration Building Property located at 201 South Madison Street:

1. Level III IL HABS documentation will be required.

2. Reproduction of available original drawings or sketch floor plans, on 24" x 36" IL HABS template mylars, forwarded by a properly formatted IL HABS drawings Title Sheet.

3. Digital photographs of exterior facades, significant interior spaces, and distinctive exterior and interior architectural features of the property shall be produced in accordance with the Standards and Guidelines of the National Park Service for National Register of Historic Places documentation.

4. Written architectural description of the former School Administration Building using the IL HABS/HAER designated outline format.

5. Written contextual histories associated with the property in narrative form and inserted in the appropriate section of the IL HABS/HAER format.

6. The CITY will award the IL HABS documentation project to a consultant of its choice, provided the consultant is qualified to perform the work and agrees to meet IL HABS/HAER Standards.

C. SHPO will review the required IL HABS/HAER Documentation submittals, and accept or reject the draft and final submittals in accordance with IL HABS/HAER Standards.

D. After SHPO acceptance, completed IL HABS/HAER Documentation will be deposited within the archives section of the Abraham Lincoln Presidential Library. SHPO requires

that one standard and one gold CD copy of accepted documentation be provided for repository use.

E. No demolition of the property will be undertaken until the draft IL HABS Documentation has been accepted in writing by SHPO.

III. HAIGHT VILLAGE HISTORIC DISTRICT

During development of parking plans for the Downtown Sports Complex, the City shall consult with SHPO to ensure that the plans conform to the Secretary of the Interior's Standards for Treatment of Historic Properties (36 CFR part 68). No construction of Phases III or IV of the Project shall be undertaken without the written approval of the SHPO.

IV. COMPLETION

Upon satisfactory compliance with the terms of this MOA, SHPO shall, within thirty (30) days after receipt of the last criterion for approval, issue written authorization to proceed with Phases III and/or IV *of* the Project. If, within thirty (30) days of the last submission of any criterion for approval required by this MOA, SHPO has not issued the CITY any reason in writing that falls within the specified scope, requirements and limits of this MOA, SHPO agrees that the CITY has fully complied with all federal historic preservation laws pertaining to the demolition of the property.

V. DISPUTE RESOLUTION

Should any signatory 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 IHPA 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 written 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. It is the CITY's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute and remain unchanged.

VI. PROFESSIONAL QUALIFICATIONS

The CITY shall ensure that all historic preservation work carried out pursuant to the MOA is carried out by or under the supervision of a person or persons meeting, at a minimum, the Secretary of the Interior's Professional Qualifications Standards in the field of architectural history, as published in 36 CFR Part 61. All archeological work will be performed by an archeologist working in consultation with the SHPO staff archeologist.

VII. DURATION

This agreement shall be null and void if its terms are not carried out within three (3) years from the date of this MOA's execution, unless the signatories agree in writing to an extension for carrying out its terms.

VIII. 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 the CITY files a copy signed by all of the signatories with the ACHP.

IX. 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 Paragraph VIII above. If within thirty (30) days (or another time period agreed to by the 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, the CITY 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. The CITY shall notify the signatories as to the course of action it will pursue.

Execution of the MOA by the CITY and the Illinois SHPO, and implementation of its terms, evidences that the CITY has complied with Section 106 of the NHPA and has taken into account the effects of this project on historic properties.

CITY OF ROCKFORD

BY: _____ Date: 4/17/14

Lawrence J. Morrissey, Mayor

ILLINOIS STATE HISTORIC PRESERVATION OFFICER

BY: _____ Date: 4/23/14

Anne Haaker, Deputy State Historic Preservation Officer