
THE CITY OF ROCHELLE
Ogle County, Illinois

RESOLUTION
NO. _____

**A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE
ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER**

JOHN BEARROWS, Mayor
ROSE HUERAMO, City Clerk

TOM McDERMOTT
BIL HAYES
KATE SHAW-DICKEY
DAN McDERMOTT
ROSAELIA ARTEAGA
BEN VALDIVIESO
City Council

Published in pamphlet form by authority of the Mayor and City Council of the City of Rochelle
Peterson, Johnson, and Murray Chicago, LLC, City Attorneys
1301 W. 22nd Street – Ste. 500 Oak Brook, Illinois 60523

CITY OF ROCHELLE

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A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER

WHEREAS, Section 7 of Article VII of the 1970 Constitution of the State of Illinois provides that a municipality that is not a home rule unit shall only have the powers granted to them by law and as such the City of Rochelle (“City”), Ogle County, Illinois being a non-home rule unit pursuant to the provisions of said Section 7 of Article VII, and may exercise only the powers expressly granted by law; and

WHEREAS, the Illinois General Assembly granted non-home rule municipalities broad authority to “pass all ordinances and make all rules and regulations proper or necessary, to carry into effect the powers granted to municipalities.” 65 ILCS 5/1-2-1; and

WHEREAS, the City has plans to demolish 505-509 Lincoln Avenue, and construct a new parking lot in its place; and

WHEREAS, the demolition and construction involve funding from the Illinois Department of Commerce and Economic Opportunity (DCEO), thereby making the project 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, 505-509 Lincoln Avenue is within the downtown Historic District and was added to the National Register on December 31, 2018; and

WHEREAS, on August 8, 2023, the Director of the Illinois Department of Natural Resources (designated as the State Historic Preservation Officer) determined that the demolition of the Building would have an adverse effect to the Historic District; and

WHEREAS, the Director of IDNR has advised that the City should take some action to mitigate the negative impact of demolishing 505-509 Lincoln Avenue; and

WHEREAS, the City is in agreement with the Director of IDNR and is willing to enter into a Memorandum of Agreement (“MOA”) which documents the mitigating actions the City will implement as part of demolishing 505-509 Lincoln Avenue (a copy of the MOA is attached herein as Exhibit A); and

WHEREAS, it has been determined by the Corporate Authorities of the City of Rochelle that it is in the best interest of the City and its residents to enter into a Memorandum of Agreement with the Illinois Department of Commerce and Economic Opportunity and the Illinois State Historic Preservation Officer.

BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF ROCHELLE, ILLINOIS:

SECTION ONE: That the City hereby incorporates all of the recitals above into this Resolution as if fully set forth herein.

SECTION TWO: The Mayor and City Council of the City of Rochelle hereby approve the Memorandum of Agreement with the Illinois Department of Commerce and Economic Opportunity and the Illinois State Historic Preservation Officer and authorize the City Manager or his designee to enter into the attached Exhibit A on behalf of the City.

SECTION THREE: If any provision of this Resolution or application thereof to any person or circumstance is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Resolution that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Resolution is severable.

SECTION FOUR: Where the conditions imposed by any provisions of this Resolution are more restrictive than comparable provisions imposed elsewhere in any other local law, ordinance, resolution, rule or regulation, the regulations of this Resolution will govern.

SECTION FIVE: The City Clerk shall publish this Resolution in pamphlet form.

SECTION SIX: This Resolution shall be in full force and effect from and after its passage, approval and publication in pamphlet form as provided by law.

APPROVED THIS 25th day of March 2024

MAYOR

ATTEST:

CITY CLERK

CERTIFICATE

I, _____, City Clerk of the City of Rochelle, County of Ogle and State of Illinois, DO HEREBY CERTIFY that the foregoing is a true and correct copy of Resolution No. _____, “A RESOLUTION AUTHORIZING A MEMORANDUM OF AGREEMENT WITH THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY, AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER” which was adopted by the Mayor and City Council of the City of Rochelle on March 25, 2024.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of the City of Rochelle this 25th day of March, 2024.

CITY CLERK

Exhibit A

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF ROCHELLE, THE ILLINOIS DEPARTMENT OF COMMERCE AND
ECONOMIC OPPORTUNITY, AND THE ILLINOIS STATE HISTORIC
PRESERVATION OFFICER
REGARDING DEMOLITION OF 505-509 LINCOLN AVENUE AND CONSTRUCTION
OF A PARKING LOT IN ROCHELLE, ILLINOIS
(SHPO LOG #026062023)**

WHEREAS, the City of Rochelle (“Owner”) plans to undertake the demolition of 505-509 Lincoln Avenue (“Building”), and construct a new parking lot (“Project”) in Rochelle, Illinois; and

WHEREAS, the project involves funding from the Illinois Department of Commerce and Economic Opportunity (DCEO), thereby making the project an Undertaking 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 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 is a contributing resource within Rochelle Downtown Historic District, listed on the National Register on the December 31, 2018; and

WHEREAS, on August 8, 2023, the Officer determined that the demolition of the Building is an adverse effect to the Historic District; 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 (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 1) facilitate a “Developers Workshop” that shares information about Historic Tax Credits and 2) provide a public hearing and “Workshop on Historic Tax Credits” for local development. Both efforts would work to educate real estate developers about the

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Illinois Historic Preservation Tax Credit program under the following stipulations:

- A. The Owner will ensure that a series of tax credit seminars be scheduled to educate real estate developers about the use of tax credits as they relate to the reuse of historic buildings.
- B. The owner shall ensure that tax credit seminars be organized, planned, and executed with guidance and assistance from the Officer.
- C. The Contractor must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
- D. The tax credit seminars must be held in live and online venues for ease of access.
- E. The tax credit seminars must be advertised within 15-30 days of each seminar.
- F. Upon agreement between the Owner, Officer, and the Contractor that expectations for the tax credit seminars are understood, the Owner may begin demolition.
- G. The Contractor shall prepare and email photographs or recordings of the tax credit seminars 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 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

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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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PRESERVATION OFFICER
REGARDING DEMOLITION OF 505-509 LINCOLN AVENUE AND CONSTRUCTION
OF A PARKING LOT IN ROCHELLE, ILLINOIS
(SHPO LOG #026062023)**

SIGNATORY

THE CITY OF ROCHELLE

Signature: _____ Date: _____

Name: _____

Title: _____

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SIGNATORY

THE ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY

Signature: _____ Date: _____

Name: _____

Title: _____

505-509 Lincoln Ave., Rochelle

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(SHPO LOG #026062023)**

SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By: _____ Date: _____

Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources

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