



# Planning and Development Committee Meeting Agenda

City Hall, Second Floor  
425 E. State Street  
Rockford, IL 61104  
www.rockfordil.gov

**Monday, January 26, 2026  
5:30 PM**

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The following represents, in general, the chronological order of proceedings at the City Council/Committee Meetings: Call to Order, Invocation, Pledge of Allegiance, Public Speaking and City Council/Committee Agendas.

Meeting will be live streamed on Channel 17 and via this link:  
<https://rockfordil.legistar.com/Calendar.aspx>.

## **I. CALL TO ORDER**

## **II. INFORMATION ONLY**

1. 2026 Current and Future Land Use Update Presentation.

[26-00087](#)

## **III. COMMITTEE REPORTS**

1. Approval of the Proposed Funding Agreement with Northwestern Illinois Area Agency on Aging, an Illinois not-for-profit corporation (NIAAA) for the establishment of a Senior Center at 5505 East State Street. The funding source is a reallocation of unspent ARPA Plan/ Major Corridor Signage Funds not to exceed \$300,000.

[25-00167](#)

2. Approval of the proposed Funding Agreement and Lease Agreement for 713 E. State Street (Shumway Building) with Rockford Area Arts Council for 2026 through 2028 in the amount of \$125,000 annually for a total amount of \$375,000. The funding source is the City's Redevelopment Fund.

[26-00086](#)

## **IV. ADJOURNMENT**

**THE CITY OF ROCKFORD INTENDS TO COMPLY WITH THE INTENT AND SPIRIT OF THE AMERICANS WITH DISABILITIES ACT. IF A SIGN LANGUAGE INTERPRETER, PERSONAL P.A. SYSTEM, OR OTHER SPECIAL ACCOMMODATIONS ARE NEEDED, PLEASE CALL THE LEGAL DEPARTMENT AT (779) 348-7391 AT LEAST 48 HOURS IN ADVANCE, SO WE CAN BE PREPARED TO ASSIST YOU.**



# City of Rockford 2026

Future Land Use Map Update



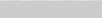
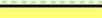
# UPDATE PROCESS

- ▶ Staff from the Community & Economic Development Department have been working on an update to the City of Rockford's Future Land Use Map.
- ▶ The previous Future Land Use Map was adopted in 2005 as part of the 2020 Comprehensive Plan and has been amended periodically to reflect changing development patterns and planning priorities. The most recent amendment occurred in approximately 2011.
- ▶ The 2026 Current & Future Land Use Update refines the City's long-term development vision and aligns land use policy with the adopted 2040 Comprehensive Plan. Prepared by City staff using GIS and current planning data, the update is intended to ensure that future land-use decisions support sustainable growth, economic opportunity, and continued improvements to quality of life.

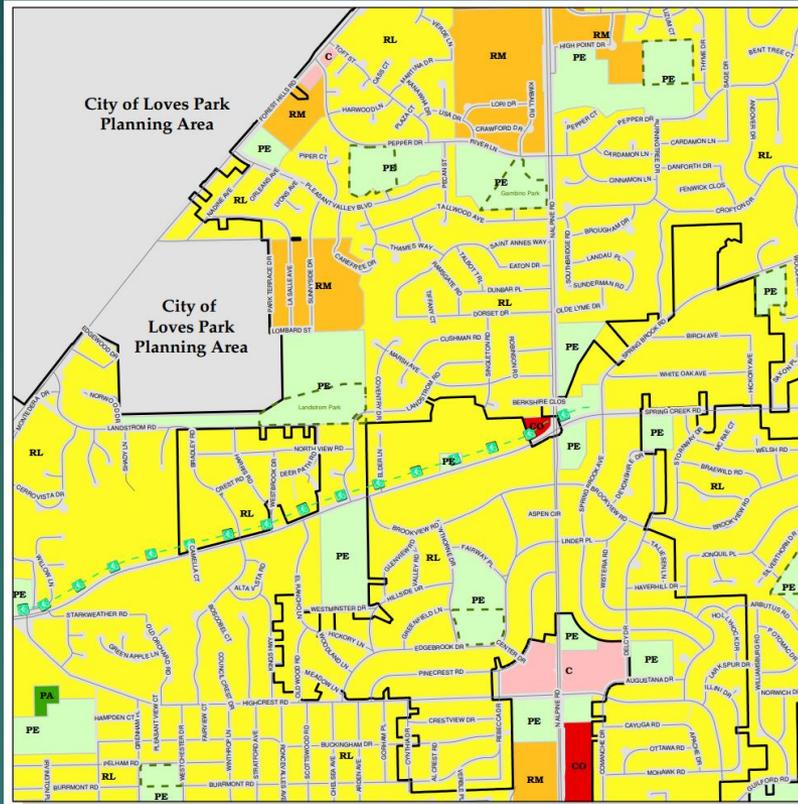
- ▶ The revised maps provide an updated and accurate foundation for guiding development review, zoning considerations, and infrastructure investment. Collectively, they support:
  - ▶ Efficient growth within existing development corridors and infrastructure
  - ▶ A diverse housing supply and balanced neighborhood development
  - ▶ Business expansion and long-term economic resilience
  - ▶ Preservation of community character and natural resources
- ▶ This update establishes a clear, data-driven framework to guide coordinated land-use decisions, infrastructure planning, and future growth. Moving forward, the City intends to update the Future Land Use Map on a more regular basis to ensure it remains responsive to evolving conditions and planning objectives.

# ADDING DETAIL WHILE SIMPLIFYING THE DATA

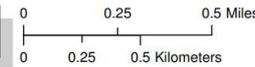
CURRENT (2011) Map	
Land Use Typ	Full_Land_
C	Commercial
C-CO	Commercial / Office
C-CO/O	Commercial / Office Overlay
C-CR	Commercial / Recreation-Office-Tourism
CD	Mixed Use
CH	Heavy Commercial
CH-IL	Heavy Commercial / Light Industry
CH-RL	Heavy Commercial / Light Residential
CO	Office
CO-CR	Office / Recreation-Entertainment-Tourism
CO/O	Office Overlay
CR	Recreation-Entertainment-Tourism
FUD	Future Urban Development
IG	General Industry
IG-C	General Industry / Retail
IG-CD	General Industry / Mixed Use
IG-CR	General Industry / Recreation-Entertainment-Tourism*
IH	Heavy Industry
IL	Light Industry
IL-C	Light Industry / Retail
IL-CO	Light Industry / Office
PA	Priority Park Acquisition
PE	Existing (Quasi-) Public Facility
PE-CD	Existing Public Facility Overlay Mixed Use
RH	Heavy Residential
RH-CBD	Central Business District Overlay
RH-CO	Heavy Residential / Office
RH-CO/O	Heavy Residential / Office Overlay
RL	Light Residential
RL-C	Light Residential / Retail
RL-CO/O	Light Residential / Office Overlay
RM	Medium Residential
RM-C	Medium Residential / Retail
RM-CO	Medium Residential / Office
RM-CO/O	Medium Residential / Office Overlay
SRA	Subdivision Review Area
T	Tech Industry
T-C-CO	Tech Industry / Retail / Office
T-C-IL	Tech Industry / Retail / Light Industry
T-CO	Tech Industry / Office
T-IL	Tech Industry / Light Industry
U	Area Unsuitable for Development
U-PA	Unsuitable Area / Priority Park Acquisition

Future Land Use Categories and Definitions		
<b>Agriculture</b>		Agricultural uses, traditional & urban farming including discernable cultivation, horticulture, viticulture, pasture, and a broad range of agricultural activities such as horse boarding and training, dog kennels, sod and tree farms, including storage areas or buildings related to such activities
<b>Airport</b>		Chicago Rockford International Airport
<b>Commercial &amp; Retail</b>		Restaurant, bank, mini-storage, retail, hotel, warehouse, malls, fuel service, gas and fueling stations
<b>Future Urban Development - FUD</b>		Areas currently rural or agricultural in character that are anticipated for eventual urban expansion and development. These lands serve as long-term growth areas where future residential, commercial, industrial, and institutional uses may occur as infrastructure and public services become available. The designation preserves flexibility for future planning while discouraging premature conversion of agricultural or open land until urban development is appropriate and consistent with City growth objectives and the 2040 Plan
<b>Industrial &amp; Utilities</b>		Industrial, manufacturing, communications & utility infrastructure, waste water treatment facilities, warehouses, landfills
<b>Institutional</b>		Government, education, library, religious, public facilities, public water infrastructure, hospitals, healthcare & medical facilities, police and fire stations or facilities related to such
<b>Mixed-Use Development</b>		Mixed-uses including residential, commercial, office industrial, or any combination
<b>Office</b>		Administrative, professional, clerical services, insurance, management & relationship firms, business consultant, credit agency, secretarial services, law firms, clinics (but not hospitals) and veterinary clinics
<b>Parks &amp; Open Space</b>		Parks, recreational areas & sports fields, campgrounds, playgrounds, passive open space such as park preserves, wildlife refuges, natural lands & habitat areas, greenways, common spaces, and mowed fields, private & public golf courses, cemeteries, regulated floodways, floodplain, and open space along rivers
<b>Priority Acquisition - Parks &amp; Open Space</b>		Land identified as a high priority for future public acquisition to expand parks, recreational amenities, greenways, and natural open spaces. These areas are intended to preserve environmentally sensitive features, improve community access to nature, and enhance connectivity between existing park systems and trails. Designation does not imply immediate development but signals long-term intent to secure and conserve land for public use and environmental stewardship
<b>Residential - Low-Density</b>		Dwelling Units Per Acre = More Than Zero But Less Than Three (>0 -<3)
<b>Residential - Medium-Density</b>		Dwelling Units Per Acre = More Than Four But Less Than Fifteen (>4 -<15)
<b>Residential - High-Density</b>		Dwelling Units Per Acre = More Than Fifteen (>15)
<b>Technology Industry</b>		Development, expansion, or support of technology-related businesses and infrastructure. This includes land for research and development facilities, data centers, tech campuses, advanced manufacturing of electronic or digital products, and innovation hubs. These designations consider access to high-speed internet, transportation connectivity, utility capacity, and opportunities for collaboration with educational institutions and workforce development resources
<b>Transportation Facilities</b>		Roads, Right-of-Way (ROW), railroads and railroad ROW, transitional areas along roadways and highways
<b>Water Resources</b>		Streams, creeks, rivers, ponds, lakes, and stormwater channels or stormwater conveyances with more than intermittent water present

# 2020 PLAN MAP



2020 Plan - Rockford, Illinois



**Land Use**

- C- Retail
- CD- Mixed Use
- CH- Heavy Commercial
- CO- Office
- CO/O- Office Overlay
- CR- Recreation/Entertainment/Tourism
- PA- Priority Park Acquisition
- PE- Existing (Quasi-) Public Facility
- U- Area Unsuitable for Development
- IG- General Industry
- IL- Light Industry
- IH- Heavy Industry
- T- Tech Industry
- RL- Light Residential
- RM- Medium Residential
- RH- Heavy Residential
- FUD- Future Urban Development
- SRA- Subdivision Review Area
- RH-CBD- Central Business District Overlay
- Multiple Designation Areas
- C-CO
- C-CO/O
- C-CR
- CH-IL
- CH-RL
- CO-CR
- U-PA
- IG-C
- IG-CD
- IG-CR
- IL-C
- IL-CO
- T-IG
- T-IL
- T-CO
- T-C-IL
- T-C-CO
- RL-C
- RM-C
- RM-CO
- RH-CO
- RL-CO/O
- RM-CO/O
- RH-CO/O

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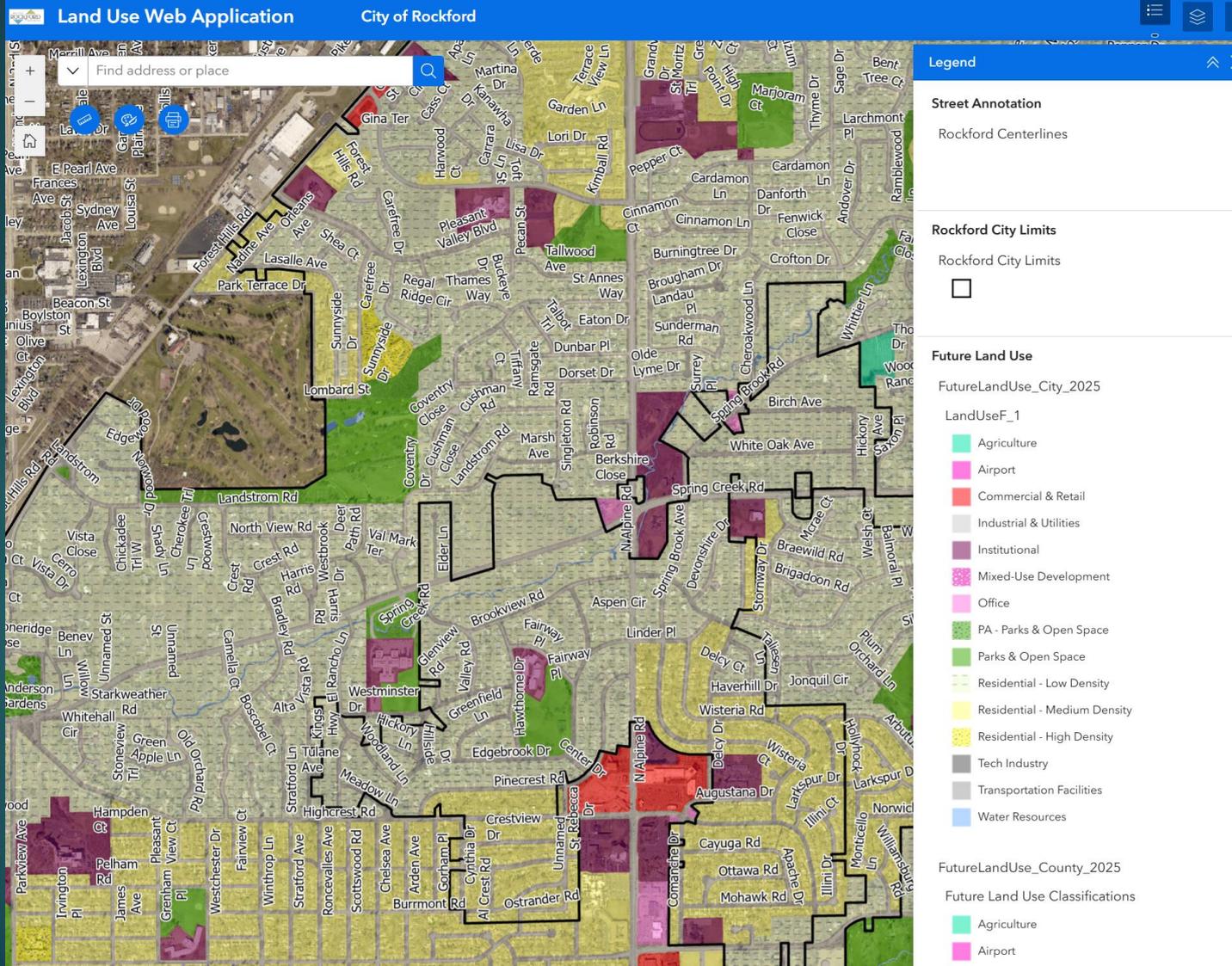
12

**Transportation**

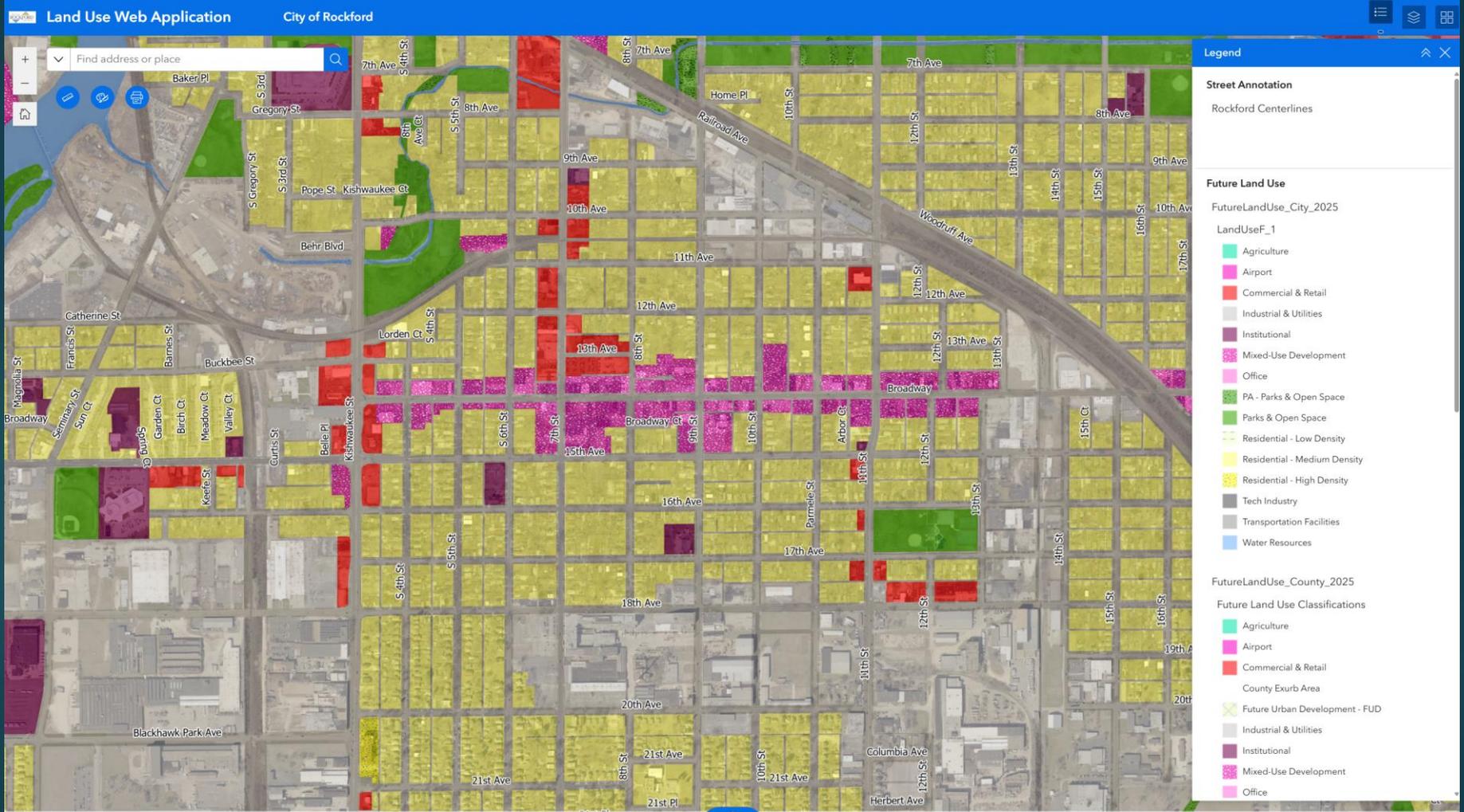
- Collector (Proposed)
- Freeway (Proposed)
- Arterial (Proposed)
- Pathway (Existing)
- Pathway (Proposed)
- Existing Parks
- Infill Areas
- Rockford City Limits

Map Prepared By:  
City of Rockford  
Community Development Department  
Planning Division  
As Adopted by City Council, Sept. 13, 2004

# 2040 FUTURE LAND USE MAP



# Questions and Comments

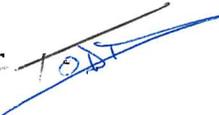




Thomas P. McNamara, Mayor

**MEMORANDUM**

TO: City Council  
Planning and Development Committee

FROM: Todd Cagnoni, City Administrator 

RE: Proposed funding agreement with Northwestern Illinois Area Agency on Aging, an Illinois not-for-profit corporation ("NIAAA") for the establishment of a Senior Center at 5505 East State Street.

DATE: December 19, 2025

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For your consideration, is the proposed funding agreement with Northwestern Illinois Area Agency on Aging, an Illinois not-for-profit corporation ("NIAAA") for the establishment of a Senior Center at 5505 East State Street. Funding Source a reallocation of unspent ARPA Plan /Major Corridor Signage funds not to exceed \$300,000

NIAAA will lease a portion of 5505 East State Street for NIAAA office and the establishment of a Senior Center. NIAAA will assist in financially supporting the establishment and operations of a Senior Center at 5505 East State Street while also creating a separate not-for-profit for long term stability of the Senior Center. NIAAA is dedicated to meeting the needs of older adults, individuals with disabilities aged 18 to 59 years, and their families by ensuring access to comprehensive services that promote healthy aging, independence, and well-being.

Attached to this memo as Exhibit A is a detailed explanation of the services that will be provided at the Senior Center.

The City shall provide funds to NIAAA on an annual basis in three equal installments of One Hundred Thousand Dollars (\$100,000) with the first payment of One Hundred Thousand Dollars (\$100,00) provided upon establishment and opening of the Senior Center with the second and third payment of One Hundred Thousand Dollars (\$100,000) each consecutive year made at the anniversary date of the first payment. Funding from the City of Rockford may include expenditures for facility rent and CAM, Utilities, Director Salary, Phone and Internet, IT Support, Office Supplies, Marketing, Postage fees, Copier Service, Cleaning expenses, etc.

Staff recommends approval of the proposed funding agreement as the request is consistent with City's efforts for community investment. Please let me know should you have any questions.

**COMMITTEE REPORT**

**TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:**

Council Members:

The Committee on Planning and Development, to whom was referred the matter of the approval of the Proposed Funding Agreement with Northwestern Illinois Area Agency on Aging, an Illinois not-for-profit corporation (NIAAA) for the establishment of a Senior Center at 5505 East State Street. The funding source is a reallocation of unspent ARPA Plan / Major Corridor Signage Funds not to exceed \$300,000, hereby begs leave to report **recommending approval** of the request as recommended.

\_\_\_\_\_  
Janessa Wilkins (Chair)

\_\_\_\_\_  
Tim Durkee (Vice Chair)

\_\_\_\_\_  
Karen Hoffman

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Gina Meeks

Committee Action Taken: January 26, 2026

Wilkins: Ayes:\_\_\_ Nays:\_\_\_ Absent:\_\_\_  
Durkee: Ayes:\_\_\_ Nays:\_\_\_ Absent:\_\_\_  
Hoffman: Ayes:\_\_\_ Nays:\_\_\_ Absent:\_\_\_  
Salgado: Ayes:\_\_\_ Nays:\_\_\_ Absent:\_\_\_  
Meeks: Ayes:\_\_\_ Nays:\_\_\_ Absent:\_\_\_

## **FUNDING AGREEMENT**

THIS AGREEMENT (“AGREEMENT”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the City of Rockford, an Illinois municipal corporation ("City"), and Northwestern Illinois Area Agency on Aging, an Illinois not-for-profit corporation ("NIAAA") 1111 South Alpine Road, Suite 600, Rockford, Illinois, and with such entities collectively referred to in this Agreement as the "Parties".

### **RECITALS**

WHEREAS, the City has available funds as a result of ARPA funding to the benefit of the community and is allocating \$300,000 to assist NIAAA in the establishment of a Senior Center; and

WHEREAS, NIAAA will lease a portion of 5505 East State Street for NIAAA office and the establishment of a Senior Center; the City recognizes the need for the establishment of a Senior Center in the City of Rockford; and

WHEREAS, NIAAA will assist in financially supporting the establishment and operations of a Senior Center at 5505 East State Street while also creating a separate not-for-profit for long term stability of the Senior Center; and

WHEREAS, NIAAA is dedicated to meeting the needs of older adults, individuals with disabilities aged 18 to 59 years, and their families by ensuring access to comprehensive services that promote healthy aging, independence, and well-being; and

WHEREAS, the City shall make a funding commitment to NIAAA in the amount of One Hundred Thousand (\$100,000) annually over the next three years to support the establishment of the Senior Center at 5505 East State Street;

NOW, THEREFORE, BE IT RESOLVED, the City and NIAAA mutually agree as follows:

1. **RECITALS.** The above recitals are incorporated in this Agreement by this reference and made a part of this Agreement.
2. **CITY RESPONSIBILTIES.**
  - A. The City shall provide funding to NIAAA in the amount of One Hundred Thousand Dollars (\$100,000) annually for a period of three years totaling not to exceed amount of Three Hundred Thousand Dollars (\$300,000) for operational costs related to establishment of a Senior Center at 5505 East State Street, Rockford, Illinois identified in Project Plan which is attached hereto and incorporated herein as Exhibit “A.”

3. TERM. The term of this Agreement shall be for four (4) year from date of execution of this Agreement.
4. PAYMENTS. The City shall provide funds to NIAAA on an annual basis in three equal installments of One Hundred Thousand Dollars (\$100,000) with the first payment of One Hundred Thousand Dollars (\$100,00) provided upon establishment and opening of the Senior Center with the second and third payment of One Hundred Thousand Dollars (\$100,000) each consecutive year made at the anniversary date of the first payment.
5. FUNDING AND USE OF FUNDS.
  - A. NIAAA shall establish the Senior Center within 12 months of execution of the agreement.
  - B. NIAAA shall use funds solely for operation costs in the operation of the Senior Center as described in this Agreement.
  - C. All funds will be held, managed and expended by NIAAA and dedicated solely to this effort.
  - D. NIAAA shall provide appropriate documentation of eligible costs acceptable to the City, as the Senior Center is established and operating no less than on an annual basis and as requested by the City.
  - E. Any funds not utilized per the terms of this development agreement prior to the termination or expiration of this agreement shall be returned to the City.
6. DOCUMENTATION. NIAAA shall maintain documentation for all expenditures to verify payment of eligible costs. NIAAA shall provide documentation annually and upon request from the City.
  - A. Funding from the City of Rockford may include expenditures for facility rent and CAM, Utilities, Director Salary, Phone and Internet, IT Support, Office Supplies, Marketing, Postage fees, Copier Service, Cleaning expenses, etc.
  - B. Expense reports and evidence of expenditures will be made available to the City or Rockford on an annual basis or when requested with 10 working days of request.
7. PERMITTING AND CODES. NIAAA shall apply to the City for any necessary building permits for the renovations to be made by the NIAAA by submitting all plans and specifications required pursuant to the City Code. NIAAA shall be responsible for all building permit fees. The City shall review any building permit application as provided in the City Code. Any plans and specifications and all other required submissions shall also comply with this Agreement and all applicable federal, state, county, municipal or administrative laws, ordinances, rules, regulations, codes and orders relating in any way to renovations including any historic preservation requirements.

8. **INDEPENDENT CONTRACTOR.** NIAAA shall perform as an independent contractor with sole control of the manner and means of performing the establishment of the Senior Center this Agreement. NIAAA shall complete this Agreement according to NIAAA's own means and methods of work, which shall be in the exclusive charge and control of NIAAA and which shall not be subject to control or supervision by the City except as to the result of the work. NIAAA is, for all purposes arising out of this Agreement, an independent contractor, and neither NIAAA employees shall be deemed an employee of the City, by reason of this Agreement.

9. **INDEMNIFICATION AND INSURANCE.** NIAAA, its subcontractors and agent(s), hereby release and convey and agree to indemnify and save harmless the City of Rockford, its representatives, officers, agents and employees from any and all claims, causes of action, demands for damages, suits, either in law or in equity, or expenses or liabilities of any kind, arising out of or by virtue of the execution and performance of this Agreement or any other Agreement entered into pursuant to this Agreement. In the event that any action or proceeding is brought against the City, its representatives, officers, agents and/or its employees by reason of any such claim or demand, NIAAA will at its sole cost and expense, resist or defend such action or proceeding.

All insurance policies shall provide that they may not be cancelled or modified, except for increase in coverage, without thirty (30) days, prior-written notice to the City. All insurance required hereunder shall be by a company or companies licensed to conduct business in the State of Illinois.

10. **NON-ASSIGNABILITY.** This Agreement and the funding provided hereunder shall not be assignable, without the approval of the City, either by action of NIAAA or by operation and execution of this Agreement.

11. **LEGAL COMPLIANCE.** In all matters pertaining to this Agreement, NIAAA and the City shall conform strictly to all federal, state and municipal laws, applicable rules and regulations, and any and all amendments thereto, and to the methods and procedures of all governmental boards, bureaus, offices, commissions and other agencies.

12. **NON-DISCRIMINATION.** NIAAA agrees to comply and assure that no unlawful discrimination against any person or group of persons on account of race, sex, creed, color, age, handicap, or national origin shall be made in the provision of services, or in any other manner in performance of this Agreement.

13. **CONFLICT OF INTEREST.** The City and NIAAA hereby covenant and agree:

A. No member of the City Council, nor any other public official who exercises any functions or responsibilities with respect to this program during the individual's term or for one year thereafter, shall have any personal or financial interest, direct or indirect, other than the employee's salary, in any matter to be performed in connection with the assistance under this Agreement.

B. The provisions of subparagraph A shall also apply to employees of the NIAAA.

#### 14. TERMINATION.

A. Events Causing Termination. This Agreement shall terminate upon any of the following events:

- i. Voluntary or involuntary dissolution of NIAAA, or a request from the NIAAA, granted by the City, to terminate its duties under this Agreement.
- ii. Termination by the City for cause pursuant to subparagraph (b) of this paragraph.

B. Termination for Cause. If, through any cause, NIAAA shall fail to fulfill in timely and proper manner its obligations under this Agreement, or if NIAAA shall violate any of the covenants, agreements or stipulations of this contract, the City shall give written notice to NIAAA of such violation. In the event that NIAAA neglects or refuses to correct or cure said violation to the satisfaction of the City within sixty (60) days of its receipt of notice, then to the extent that a material or substantive breach of this Agreement still exists as of said date, this Agreement shall be void and the parties shall be subject to the liabilities set forth below.

C. Liabilities Upon Termination. In the event of termination, NIAAA shall be entitled to receive just and equitable compensation for any expenses properly incurred under this Agreement, prior to notice of termination. Notwithstanding the above NIAAA shall not be relieved of liability to the City damages sustained by the City by virtue of any breach of this Agreement, and the City may withhold any payments to NIAAA for the purpose of set off until such time as the exact amount of damages due the City from NIAAA is determined.

D. Remedies Other Than Termination. Should review of NIAAA performance show nonconformance to any terms or conditions herein, NIAAA shall be in breach of this Agreement, and the City may take appropriate actions as it deems necessary, including but not limited to temporary withholding or reduction of payment. The selection of a remedy other than termination shall not prevent the City from subsequently terminating this Agreement as described herein.

15. WAIVER. Either party to this Agreement may elect to waive any remedy it may enjoy hereunder, provided that such waiver shall be in writing. No such waiver shall obligate such party to waive any right or remedy hereunder, or shall be deemed to constitute a waiver of other rights and remedies provided said party under this Agreement.

16. ADMINISTRATION. The terms and provision of this Agreement shall be administered on behalf of the City by its Director of Community Development. Unless law otherwise requires, all necessary notices, submissions, and approvals shall be given to or by the Director.

17. NOTICES. All notices, approvals, demands, requests, or other documents required or permitted under this Agreement, other than routine communications necessary for the day-to-day operation of this program, shall be deemed properly given if hand delivered or sent by United States registered mail, postage prepaid, at the following addresses:

AS TO THE CITY:

Director,  
Community & Economic Development Department  
City of Rockford  
425 E. State Street  
Rockford, Illinois 61104

With copies to:  
Legal Director  
City of Rockford  
425 E State Street  
Rockford, Illinois 61104

AS TO THE  
NIAAA:  
Jeffrey Barnes  
Executive Director  
1111 S. Alpine Rd, suite 600  
Rockford, IL. 61108

18. AMENDMENTS. This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

Any amendment(s) hereto must be approved by the City Council of the City of Rockford by resolution.

The City or NIAAA may request changes in the terms hereunder. Such changes, including any increase or decrease in the amount of compensation for NIAAA, which are mutually agreed upon by and between the City and NIAAA shall be incorporated in written amendments to this Agreement.

19. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstances, shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.

20. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the Ordinances of the City of Rockford.
21. **COUNTERPARTS.** This Agreement may be signed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
22. **ENTIRE AGREEMENT.** The parties acknowledge and agree that this Agreement represents the entire agreement between the parties.
23. **THIRD PARTY BENEFICIARY.** Nothing contained in this Agreement or any act of the City or NIAAA shall be deemed or construed by any of the parties hereto, or third persons to create any relationship of third party beneficiary, principal, or agent limited or general partnership, joint venture or any association or relationship involving the City.
24. **FORCE MAJEURE.** Neither party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this agreement, for any failure or delay to fulfill its obligations under this Agreement when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's reasonable control, including, but not limited to, the following force majeure events: acts of God, acts of the public enemy, wars, invasions, hostilities, state or federal governmental action, laws, orders, or rules, acts of terrorism, fires, floods, earthquakes, epidemics, pandemics, quarantine restrictions, national or regional emergencies, labor difficulties, freight embargoes, and transportation shortages. The party claiming excuse from performance ("Claiming Party") must take reasonable efforts to remove the cause of its inability to perform or its delay in performance. The Claiming Party must give prompt written notice to the other party of the Force Majeure Event, specifying its nature and anticipated duration, and provide an estimate of when performance may continue.
25. **AUTHORITY.**
- A. **Actions.** The City covenants to NIAAA and agrees that the City will take such actions as may be required and necessary to enable the City to execute this Agreement and to carry out fully and perform the terms, covenants, agreements, duties, and obligations on its part to be kept and performed as provided by the terms and provisions hereof.
  - B. **Powers.** The City hereby represents and warrants to NIAAA that the City has full constitutional and lawful right, power, and authority under currently applicable law to execute, deliver, and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be duly and validly authorized and approved by any necessary City proceedings, findings, and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, is enforceable in accordance with its terms and provisions, and does not require the consent of any other governmental authority. NIAAA hereby represents and warrants that it is a duly organized, validly existing Illinois corporation and that it

has the right, power, and authority to execute, deliver, and perform the terms and obligations of this Agreement. This Agreement constitutes the legal, valid, and binding obligation of NIAAA, enforceable in accordance with its terms and provisions.

IN WITNESS WHEREOF, the City and NIAAA have executed this Agreement on the date above first written.

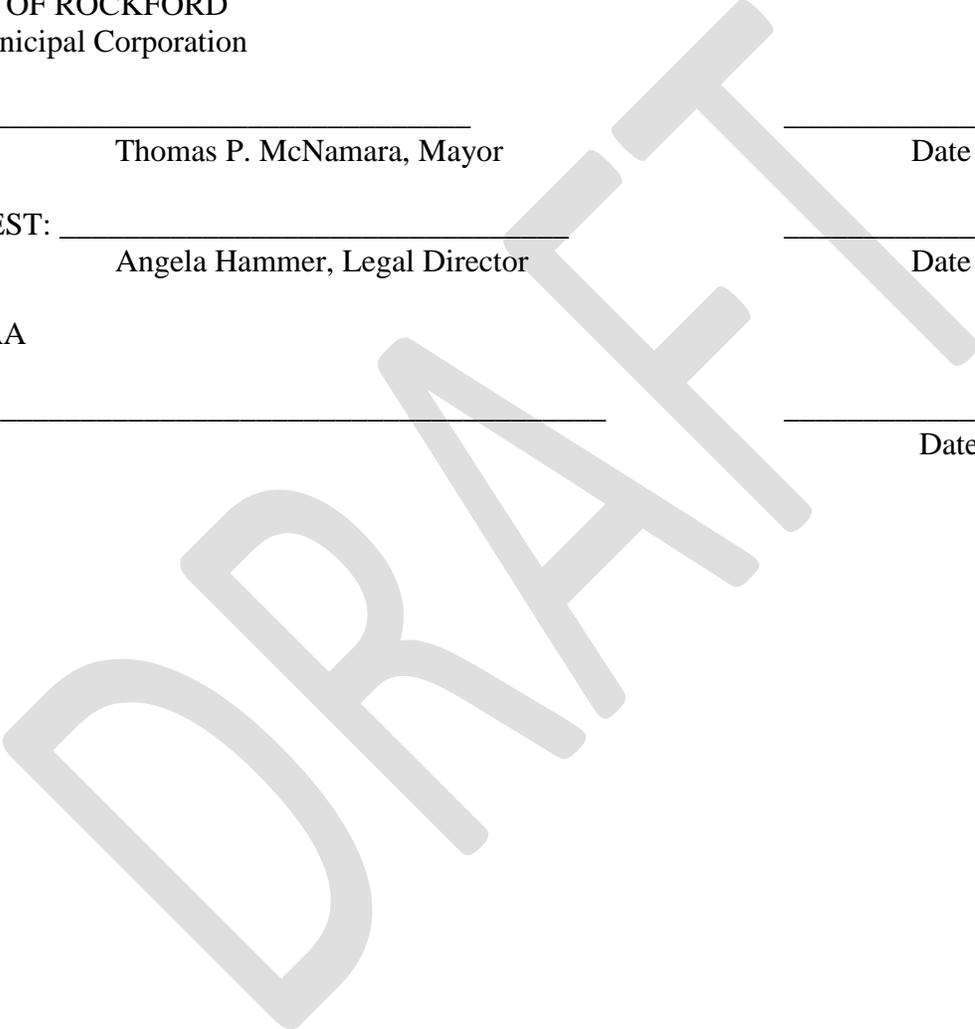
CITY OF ROCKFORD  
A Municipal Corporation

BY: \_\_\_\_\_  
Thomas P. McNamara, Mayor Date

ATTEST: \_\_\_\_\_  
Angela Hammer, Legal Director Date

NIAAA

BY: \_\_\_\_\_  
Date



# Senior Center – Exhibit A

## Senior Center Overview

The Senior Center will be located at 5509 East State Street, Rockford, IL 61108, and will occupy approximately 20,000 square feet. The Northwestern Illinois Area Agency on Aging (NIAAA) will utilize approximately 40% of this space for its future offices.

The facility will create a welcoming environment for adults aged 55 and older to connect, move, and thrive. It will offer opportunities for:

## Socialization and Engagement

- Interaction with peers to reduce social isolation and loneliness, including:
  - Large group games such as bingo, Wheel of Fortune, and trivia nights
  - A coffee shop offering beverages and light snacks

## Continued Learning & Informational Sessions

Educational presentations led by NIAAA staff, provider agencies, and community partners, including:

- Social service programs and supports available to older adults, such as:
  - Benefit Access Program (BAA)
    - Seniors Ride Free Transit Benefit
    - Persons with Disabilities Ride Free Transit Benefit
    - Secretary of State License Plate Discount
  - Low Income Home Energy Assistance Program (LIHEAP)
- “New to Medicare” informational sessions, including:
  - Medicare Savings Program (MSP) applications (QMB, SLIB) – assistance with Part B premiums
  - Extra Help / Low-Income Subsidy (LIS) for prescription assistance
- Senior Medicare Patrol (SMP) – education on preventing, detecting, and reporting Medicare fraud
- Elder Abuse identification and reporting, presented by Mercyhealth at Home’s Adult Protective Services (APS) program

# Senior Center – Exhibit A

## Health & Wellness Activities

- Physical activities led by trained professionals to improve balance, mobility, and overall wellbeing, such as:
  - Walking groups
  - Chair yoga
  - Yang-sang
  - Tai chi

## Community-Based Programming

- Community events including:
  - Senior health fairs
  - Flu shot clinics
  - Blood pressure checks (facilitated by Rockford University nursing students)
- Technology tutoring and computer classes (transitioning existing collaborative programming with Rockford Public Library to the Senior Center)
- Peer-led activities such as book clubs, poetry readings, and music groups
- Support groups sponsored by NIAAA and partners, including:
  - Caregiver Support Group
  - Satori Pathway Early-Stage Memory Loss Support Group
- Nutrition education focused on healthy meal preparation and informed dietary choices

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## Collaboration with Rockford University

NIAAA has been in contact with Rockford University to develop intergenerational programming, including:

- Advancing lifelong learning through accessible, liberal arts-based educational opportunities for seniors
- Encouraging intergenerational dialogue between students and older adults
- Enhancing student learning through community service and experiential opportunities

## Senior Center – Exhibit A

- Strengthening community connections and reinforcing Rockford University’s role as a regional partner

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### **Staffing & Operations**

The Senior Center will employ one paid staff member, the Director, who will oversee daily operations with support from volunteers, including participants in the Retired Senior Volunteer Program (RSVP). NIAAA administration and staff will provide additional support as availability allows. Initially, a receptionist position will be provided by NIAAA at no cost to the Senior Center.

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### **Added Value of On-Site NIAAA Offices**

Housing NIAAA offices within the Senior Center will provide direct access to essential services and resources for participants. Individuals attending programs and events will be able to schedule appointments with NIAAA for follow-up services. Similarly, NIAAA clients will be exposed to Senior Center programming and may choose to participate in future activities, further strengthening community engagement and service integration.



Sarah Leys  
Director  
Community and Economic  
Development Department

**MEMORANDUM**

**TO:** Ald. Janessa Wilkins, Chair  
Planning and Development Committee

**FROM:** Sarah Leys, Director  
Community & Economic Development Department

**DATE:** January 26, 2026

**RE:** 2026-2028 RAAC Funding Agreement and Lease Agreement

.....

The proposed funding agreement between the City of Rockford and the Rockford Area Arts Council is a three-year agreement for 2026, 2027, and 2028 in the amount of \$125,000 per year (or \$375,000 in total). The 2026-2028 Funding Request and Work Plan provided will become Exhibit A, and a budget for the funding can be found on page 6 of that Work Plan. The budgeted funding source for this agreement is the City’s Redevelopment Fund.

The investment in the Rockford Area Arts Council:

- Strengthens Rockford’s creative economy
- Provides safe, high-quality, trauma-informed programs for youth
- Supports the redevelopment of a major historic building (the Armory)
- Expands equitable access to arts & culture and elevates the creative sector as an economic force
- Supports the mental, emotional, and social well-being of children and families
- Establishes long-term sustainability for Rockford’s arts & culture ecosystem

The RAAC currently leases the City-owned Shumway Building at 713 E State St, and the proposed lease agreement renews that lease term and is complementary with the funding agreement. The lease continues to provide the use of the Shumway Building to conduct the work of the RAAC as an in-kind contribution. The RAAC is required to utilize the building consistent with the RAAC activities, maintain insurance, and basic building cleaning and upkeep. The lease may be cancelled by either party for any reason with 60 days notice.

Please contact me with any questions at 779-348-7442. Thank you

**COMMITTEE REPORT**

**TO THE CITY COUNCIL OF THE CITY OF ROCKFORD:**

Council Members:

The Committee on Planning and Development, to whom was referred the matter of the approval of the proposed Funding Agreement and Lease Agreement for 713 E. State Street (Shumway Building) with Rockford Area Arts Council for 2026 through 2028 in the amount of \$125,000 annually for a total amount of \$375,000, hereby begs leave to report **recommending approval** of the request as recommended.

\_\_\_\_\_  
Janessa Wilkins (Chair)

\_\_\_\_\_  
Tim Durkee (Vice Chair)

\_\_\_\_\_  
Karen Hoffman

\_\_\_\_\_  
Jaime Salgado

\_\_\_\_\_  
Gina Meeks

Committee Action Taken: January 26, 2026

Wilkins: Ayes:\_\_\_ Nays:\_\_\_ Absent:\_\_\_  
Durkee: Ayes:\_\_\_ Nays:\_\_\_ Absent:\_\_\_  
Hoffman: Ayes:\_\_\_ Nays:\_\_\_ Absent:\_\_\_  
Salgado: Ayes:\_\_\_ Nays:\_\_\_ Absent:\_\_\_  
Meeks: Ayes:\_\_\_ Nays:\_\_\_ Absent:\_\_\_

**THIS FUNDING AGREEMENT** is made between the **CITY OF ROCKFORD**, a municipal corporation (hereinafter referred to as "City") and the **ROCKFORD AREA ARTS COUNCIL**, an Illinois not-for-profit corporation (hereinafter referred to as the "RAAC").

WHEREAS, the terms of Section 5-47 of the Rockford Code of Ordinances allow the proceeds of the City's "Redevelopment Fund" to be used to obtain, under contracts, the delivery of services and related activities which provide for the economic development of the City of Rockford; and

WHEREAS, the City has supported the work of the RAAC as the lead organization for leveraging arts and culture as a catalysts for community, economic and educational development; and

WHEREAS, the City supports the RAAC in the operation of advancing arts and culture to bring people downtown and as a means to incubate business throughout Rockford; and

WHEREAS, the services provided under the RAAC's 2026-2028 Work Program" (the "Work Program") constitutes valuable economic development services that will promote the welfare of the citizens of the City of Rockford.

**NOW THEREFORE**, the City and RAAC do mutually agree as follows:

1. **SCOPE OF SERVICES.** The RAAC shall provide its special knowledge, services, skills, and support to operate, program and grow arts and culture as provided for in RAAC's Work Program, which is attached hereto and incorporated herein as Exhibit "A". The City and RAAC agree that the Work Program and budget provides a summary of the scope of services that shall be provided by RAAC to the City. The RAAC shall collaborate with other City-supported entities. Such collaborative efforts will be made toward aligning the goals and objectives of the RAAC with the aforementioned agencies in order to improve efficiencies and increase economic development in Rockford.
2. **TERM.** The term of this Agreement shall be from January 1, 2026, through December 31, 2028.
3. **PAYMENTS.** In consideration of the services provided by the RAAC, the City agrees to pay to the RAAC from its Redevelopment Fund up to a sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) per year for a maximum amount of Three Hundred Seventy-Five Thousand Dollars (\$375,000) over the three years of the agreement. The initial payment will be a lump sum payment payable on or before February 28, 2026. Second and third year payments will be lump sum payments within 60 days of the RAAC's annual report of achievements to the City.
4. **INFORMATION AND REPORTS.** The RAAC shall submit to the City an annual report of achievements no later than February 1, of each year of the agreement. The RAAC shall also submit any other information the City may reasonably require concerning the services provided under this Agreement. City Council may request a presentation by RAAC to the Planning and Development Committee on its annual report or from time to time.
5. **INDEPENDENT CONTRACTOR.** It is agreed that the City is interested only in the results obtained and that the RAAC shall perform as an independent contractor with sole control of the manner and means of performing the services requires\under this Agreement. The RAAC shall complete this Agreement according to the RAAC's own means and methods of work, which shall be in the exclusive charge and control of the RAAC and which shall not be subject to control or supervision by the City except as to the result of the work. The RAAC is, for all purposes arising

out of this Agreement, an independent contractor, and neither the RAAC nor the RAAC employees shall be deemed an employee of the City, by reason of this Agreement.

6. INDEMNIFICATION AND INSURANCE. RAAC, its subcontractors and agent(s), hereby release and convey and agree to indemnify and save harmless the City of Rockford, its representatives, officers, agents and employees from any and all claims, causes of action, demands for damages, suits, either in law or in equity, or expenses or liabilities of any kind, arising out of or by virtue of the execution and performance of this Agreement or any other Agreement entered into pursuant to this Agreement. In the event that any action or proceeding is brought against the City, its representatives, officers, agents and/or its employees by reason of any such claim or demand, RAAC will, at its sole cost and expense, resist or defend such action or proceeding.

All insurance policies shall provide that they may not be cancelled or modified, except for increase in coverage, without thirty (30) days, prior-written notice to the City. All insurance requires hereunder shall be by a company or companies licensed to conduct business in the State of Illinois.

7. NON-ASSIGNABILITY. This Agreement and the monies to become due and services provided hereunder shall not be assignable, either by action of the RAAC or by operation and execution of this Agreement.
8. SUBCONTRACTS. The RAAC shall not be allowed to subcontract all or any part of its rights or obligations under this Agreement without the express written consent of the City's Central Services Manager and the City's Community and Economic Development Deputy Director.
9. CONFLICT OF INTEREST. The City and the RAAC hereby covenant and agree:
  - A. No member of the City Council, nor any other public official who exercises any functions or responsibilities with respect to this program during the individual's term or for one year thereafter, shall have any personal or financial interest, direct or indirect, or the proceeds thereof, to be performed in connection with the program assisted under this Agreement.
  - B. The provisions of subparagraph A shall also apply to employees of the RAAC.

#### 10. TERMINATION.

- A. Events Causing Termination. This Agreement shall terminate upon any of the following events:
  - i. Voluntary or involuntary dissolution of the RAAC, or a request from the RAAC, granted by the City, to terminate its duties under this Agreement.
  - ii. Termination by the City for cause pursuant to subparagraph (b) of this paragraph.
  - iii. 111. The City reserves the right to terminate or reduce the payment under this contract if for any reason beyond its control insufficient revenues are available from the Redevelopment Fund to pay for the services to be provided by the RAAC.



13. AMENDMENTS. This Agreement may be amended by written instrument executed by the parties hereto, acting therein by their duly authorized representatives.

Any amendment(s) hereto must be approved by the City Council of the City of Rockford by resolution.

The City or the RAAC may request changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of compensation for the RAAC, which are mutually agreed upon by and between the City and the RAAC shall be incorporated in written amendments to this Agreement.

14. SEVERABILITY. If any term or provision of this Agreement or the application thereof to any person or circumstances, shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision hereof shall be deemed valid and be enforced to the fullest extent permitted by law.

15. GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and the Ordinances of the City of Rockford.

IN WITNESS WHEREOF, the City and the RAAC have executed this Agreement on the date above first written.

CITY OF ROCKFORD  
A Municipal Corporation

BY: \_\_\_\_\_  
Thomas P McNamara, Mayor

\_\_\_\_\_  
Date

ATTEST: \_\_\_\_\_  
Angela Hammer, Legal Director

\_\_\_\_\_  
Date

ROCKFORD AREA ARTS COUNCIL  
An Illinois not-for-profit Corporation

BY: \_\_\_\_\_  
Mary McNamara-Bernsten, Executive Director

\_\_\_\_\_  
Date



# Rockford Area Arts Council

The Rockford Area Arts Council supports, promotes, and develops access to the arts for everyone.

## 2026-2028 Arts Council Funding Request: \$125,000/year - \$375,000 Total

**Agency:** Rockford Area Arts Council (RAAC)

**Mission:** *The Rockford Area Arts Council supports, promotes, and develops access to the arts for everyone.*

**Executive Director:** Mary McNamara Bernsten

**Email:** mary@artsforeveryone.com

**Work:** 815.963-6765 and **Cell:** 815.543.6071

**Annual Operating Budget (FY26):** \$1.67 million\*

\*Includes USEPA Grant (\$1.54 million over two years) restricted solely for environmental remediation of the Armory.

**Typical RAAC Operating Budget:** \$800,000–\$900,000

### City of Rockford Support Structure for Rockford Region Cultural Plan (RRCP) Implementation:

- RRCP supported, in part, by the City of Rockford and completed in July 2024
  - o Four Goals identified by the community
    - Youth and Arts Education
    - Advocacy and Policy
    - Inclusivity and Intersectional Collaboration
    - Neighborhood & Space Development

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## Why Funding the Arts Council Matters

The City of Rockford’s investment in the Arts Council delivers significant value. The city does not have its own arts and culture department or dedicated staff; our agency provides essential services that ensure equitable access to the arts, strengthen the creative sector, and enhance quality of life for residents and visitors. In doing so, we serve as the city’s arts and culture infrastructure, allowing the City of Rockford to achieve these outcomes while avoiding the substantial costs of building and maintaining municipal staffing for this work. Investment in the Rockford Area Arts Council:

- Strengthens Rockford’s creative economy, thereby increasing home and business values
  - Provides safe, high-quality, trauma-informed programs for youth
  - Supports the redevelopment of a major historic in service of the Rockford Region Cultural Plan
  - Expands equitable access to arts & culture and elevates the creative sector as an economic force
  - Supports the mental, emotional, and social well-being of children and families
  - Establishes long-term sustainability for Rockford’s arts & culture ecosystem
-



# Rockford Area Arts Council

The Rockford Area Arts Council supports, promotes, and develops access to the arts for everyone.

- LOOKING AHEAD TO 2026-2028
  - **Youth and Arts Education**
    - Establish 3-year grant funding for SPARK! after-school program at Washington Park
    - Expand SPARK! in the Park from four to six weeks
    - Develop a collaborative strategy for populating parks and public school grounds with SPARK! public art
    - Provide accessibility training for arts instructors + public
    - Select and support the City of Rockford Poet Laureate and Youth Poet
    - Support and promote the national program, Poetry Out Loud
  - **Advocacy and Policy**
    - Host the annual State of Culture event with collaborative partners
    - Establish annual County funding commitment
    - Strategize a regional “% for the Arts” program
    - Lead 2026 Capitol Day for the Arts and inform the State of Illinois bipartisan Creative Caucus
    - Host quarterly Creative Sector Round Tables (24/year) for literary, performing, visual, and digital artists and musicians
    - Connect local businesses and individuals to creative contractors
    - Continued advocacy for arts & culture at the local, state, and federal levels
  - **Inclusivity and Intersectional Collaboration**
    - Secure multi-year funding for programs that address the social/emotional health of our region’s residents
    - Coordinate with the COR’s Public Works for predetermined public art installations
    - Host our annual Business of Art Forum, a resource workshop for creatives
    - Collaborate on grant/funding research through the County and Region 1
    - Expand Winnebago County Community Mental Health Board 2026-2028 grant submission to cover:
      - Development of SPARK! Vets through American Legion – Post 340 and Veterans Memorial – Art Therapy and enrichment programs for Veterans
      - Development of SPARK! 55 – Art Therapy and enrichment programs for Seniors
  - **Neighborhood & Space Development**
    - Armory:
      - Comply with the US EPA environmental remediation grant
      - Initiate and complete the environmental remediation of the Armory
    - Public Art: Establish annual agreements with local partners

[artsforeveryone.com](http://artsforeveryone.com)



# Rockford Area Arts Council

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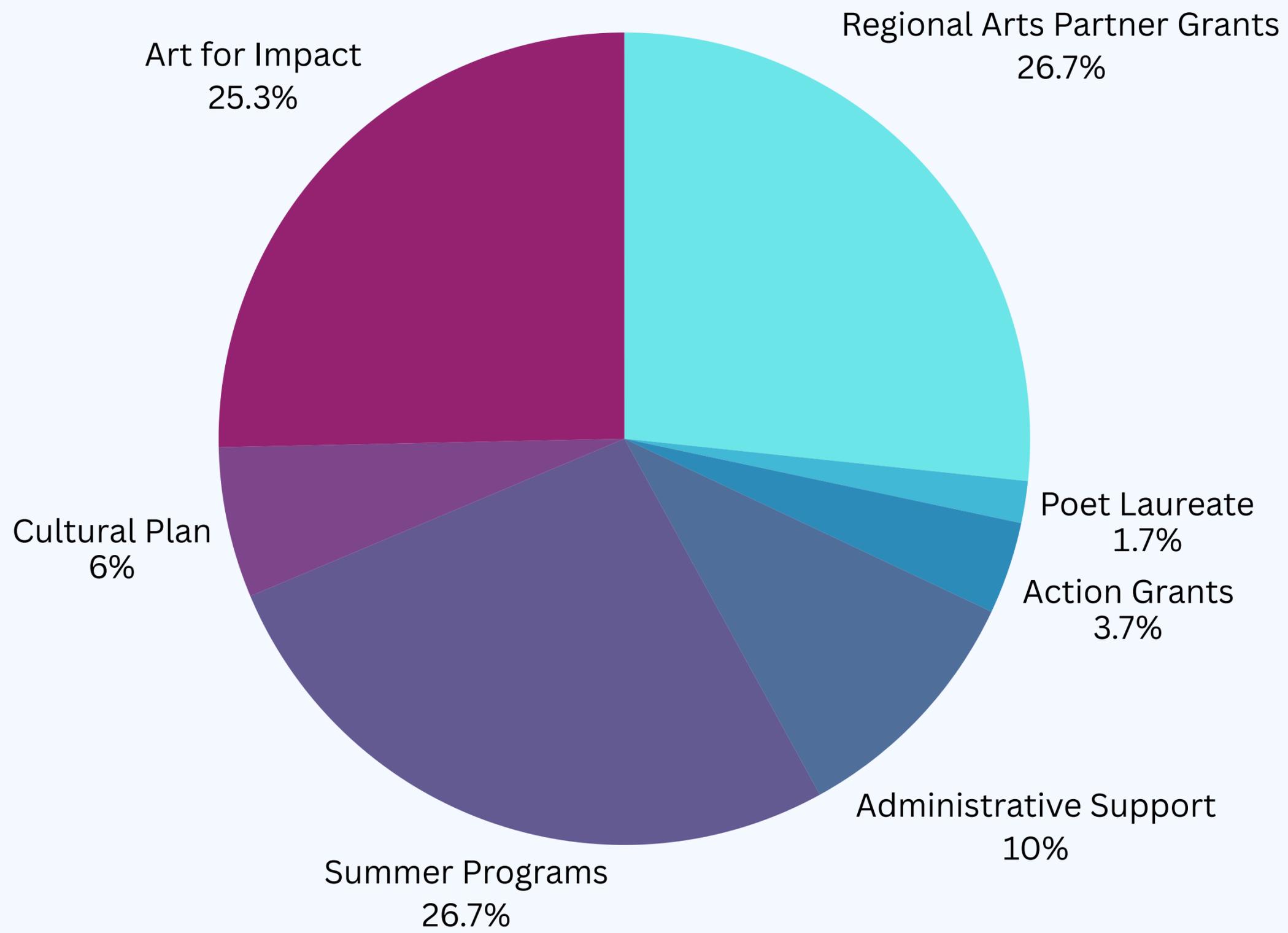
The Rockford Area Arts Council supports, promotes, and develops access to the arts for everyone.

- Rockford Park District
- RPS and Harlem public schools
- City of Rockford
- Cultural District Designation:
  - Help facilitate convenings and synthesize the community input
  - Create community-driven priorities for utilizing grant funds to develop the South Main Corridor's Cultural District

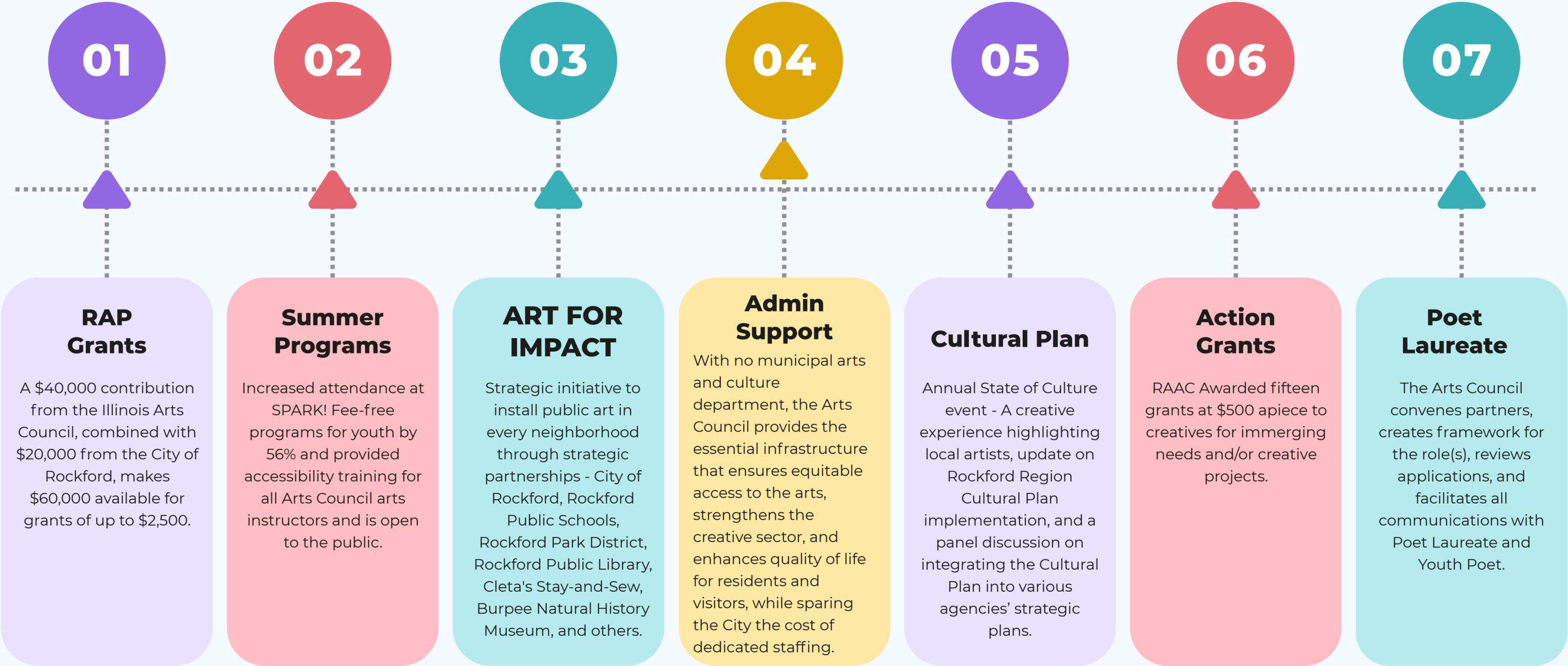
**The City of Rockford has funded the important work of the Rockford Area Arts Council since 1981, and we are grateful for your continued support. Together, we make the City of Rockford a vibrant community, a fun place to visit, and a home!**



# FY 2025 City of Rockford/RAAC Analysis

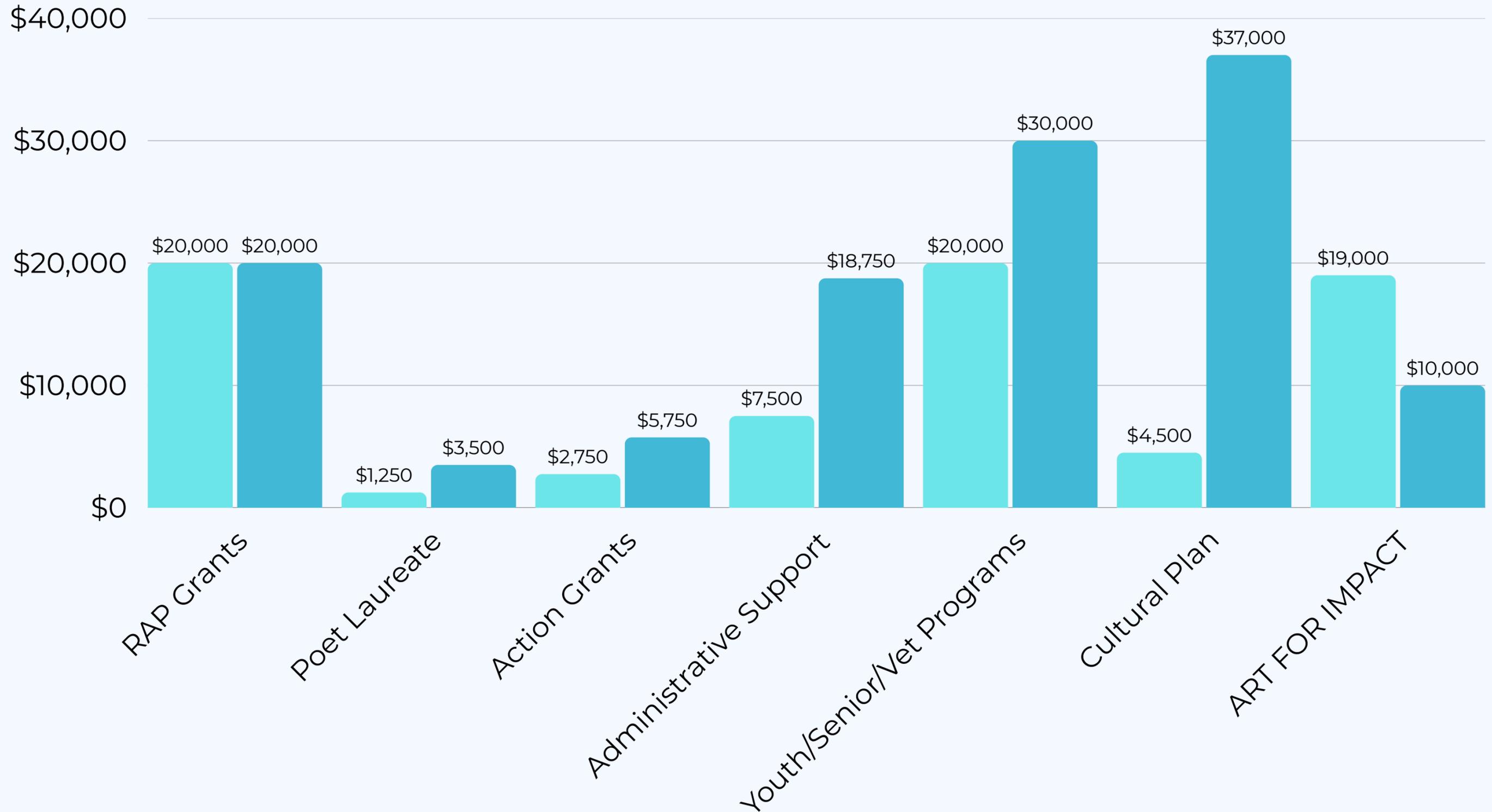


# Funding Breakdown



# FY 2025 vs 2026 Spending

FY 2025 Proposed FY 2026





# Rockford Area Arts Council

The Rockford Area Arts Council supports, promotes, and develops access to the arts for everyone.

Rockford Area Arts Council

## City of Rockford – 2025 Annual Report

- **Since July 2024 and the completion of the Rockford Region Cultural Plan**
  - Youth and Arts Education (all programs listed are free and open to the public)
    - Extended SPARK! @Washington Park Community Center after-school arts program
    - Increased FREE summer SPARK! programs by 56%
    - Developed a Youth Arts Directory for arts instruction and experiences
    - Provided accessibility training for RAAC arts instructors and artseducators
  - Advocacy and Policy
    - Hosted first annual State of Culture with collaborative partners—COR, Park District, GoRockford, IceHogs, RAMP
    - Supported the City of Rockford’s allocation of \$250,000 for arts & culture-related projects and programs
    - Strategized County Funding mechanisms and developed advocates
    - Researching ‘% for the Arts’ programs, as modeled in comp communities
    - Served as captain of the annual Capitol Day for the Arts in Springfield
      - Established the first-ever bipartisan legislative Creative Caucus
    - Developed quarterly Round Tables for the Creative Sector (24 total/year)
    - Connected local businesses and individuals to creative contractors
  - Inclusivity and Intersectional Collaboration
    - Achieved funding for SPARK! @Washington Park through Winnebago County Community Mental Health Board—officially addressing the social and emotional health of WPCC youth through curriculum and assessments
    - Developed annual Business of Art – artist resource workshop
    - Working with County/R1 for grant/funding research
  - Neighborhood & Space Development
    - Collaborated with Rockford Park District and ComEd to install a public sculpture at Brown Park
    - Collaborated with Rockford Park District to install public art at Haskell STEAM elementary
    - Collaborated with Burpee Natural History Museum to install a public sculpture at the entrance to their building
    - Purchased the National Armory building – 2030 Cultural Civic Center
    - Worked with COR to achieve the State of Illinois Cultural District Designation

[artsforeveryone.com](https://artsforeveryone.com)

Mary McNamara Bernsten, Executive Director - [Mary@artsforeveryone.com](mailto:Mary@artsforeveryone.com)



# Rockford Area Arts Council

The Rockford Area Arts Council supports, promotes, and develops access to the arts for everyone.

## Media Links:

- Arts Council Summer Programs on [RAAC YouTube Channel](#)
- Mary with Dr. Yarbrough, [Harlem High School Podcast](#)
- Armory
  - o [RockRiver Current](#) – Armory article, Kevin Haas
  - o [Transform Rockford Interview](#) – Wally Haas
  - o [WNIJ](#) – Yvonne Boose
- [Morning Blend](#): Andy Gannon and Maggie Polsean
- [WNIJ/Public Radio: Yvonne Boose reports on inevitable NEA/Federal funding challenges](#)
- [WIFR – Arts Awards](#)
- [WIFR – Round Tables](#)
- [WIFR – Night of the State of Culture](#)
- [WIFR – Morning Blend](#)
- [The Bull, 95.3: Interview with Steve and Ryan – the best media coverage](#) 🧡 🧡
- [The Bull, 95.3: This week in the Stateline, with Steve Summers](#)
- [SPARK! Mosaic 2025](#), artist Susan Burton
- [City of Rockford Poet Laureate and City of Rockford Youth Poet](#), Arts Council website
- [Harlem High School, Dr. Yarbrough’s Arts podcast](#)
- [Haskell Elementary School, SPARK! Mosaic installation – Rock River Current](#)
- [The Bull, 95.3: This week in the Stateline, State of Culture recap and Fall ArtScene with Steve Summers](#)

## State and National Recognition:

- **State of Illinois recognition** for the Illinois Arts Council’s [‘The Muse’ online publication](#) – Poetry Out Loud, Rockford is IL winner
- **National recognition** for Americans for the Arts annual conference, June 2025 – [RAAC will present with Lord](#)

## 2025 Activities

- **January 2025 – Regional Arts Partner Grant Reception:** 25 grant recipients were recognized and celebrated during the Arts Council’s January Board Meeting.
- **January 2025 – City of Rockford Poet Laureate:** The Arts Council installed the city’s third Poet Laureate at the January City Council Meeting.
- **February 2025 – City of Rockford Youth Poet:** The Arts Council installed the city’s fourth Youth Poet at the February City Council Meeting.
- **February 2025 – Poetry Out Loud Regional Competition:** The Arts Council facilitated the Northwest Regional Poetry Out Loud competition at Jefferson High School.
- **March 2025 – Artists & Arts Organizations Round Tables:** Musicians, literary, visual, and performing artists, along with arts and culture agencies, met to discuss strengths, weaknesses, opportunities, and threats, identifying resources for future collaboration.
- **March 7, 2025 – Rockford Area Arts Awards:** The Arts Council hosted its annual awards program, recognizing regional artists for their contributions. Nominations came from community leaders, organizations, and peers, with winners selected by an experienced review panel.
- **March 2025 – Poetry Out Loud State Competition:** The Arts Council supported Northwest Region champion Mikiah Gerrity at the state competition.
- **April 2025 – Spring ArtScene:** The spring edition of the biannual gallery walk showcased local visual artists in themed shows across multiple venues, with select locations featuring live music.
- **May 2025 – Poetry Out Loud National Competition:** The Arts Council supported Illinois State Champion Mikiah Gerrity at the national competition in Washington, D.C.
- **June 2025 – SPARK! Mosaic:** The Arts Council’s summer youth program offered high-quality arts instruction with artist Susan Burton, serving 29 youth—an increase from the previous year.
- **July 2025 – SPARK! in the Park:** A two-week youth arts program served 100 participants, doubling attendance from the previous year. Programming included 2D and 3D visual arts, dance, and movement.
- **July 2025 – Public Art Installation:** The Arts Council installed *Carrying the Dream*, a sculpture at the Rockford Public Library created by seven artists to convey a message of racial healing.
- **August 2025 – SPARK! Somnium:** The youth arts program expanded to serve 30 middle and high school students, welcoming middle school participants for the first time.
- **September 2025 – Creative Community Summer Social:** The first annual event brought together individuals from diverse arts backgrounds to connect and network.
- **September 2025 – State of Culture:** The first annual event featured a panel discussion on integrating the Rockford Region Cultural Plan into various agencies’ strategic plans.
- **October 2025 – Fall ArtScene:** The fall edition of the biannual gallery walk highlighted local visual artists, with select venues featuring live music.
- **November 2025 – Business of Art Forum:** The Arts Council hosted its second annual forum, providing a platform for Rockford-area creatives to discuss professional and financial challenges, share experiences, and explore growth opportunities.

## SHUMWAY BUILDING LEASE

This lease is made and entered this \_\_\_ day of \_\_\_, 20\_\_ by and between the CITY OF ROCKFORD, a municipal corporation; (hereinafter referred to as "City"); and THE ROCKFORD AREA ARTS COUNCIL, a not-for-profit corporation, (hereinafter referred to as the "RAAC").

WHEREAS, the City is the owner of the real estate located at 713 East State Street in Rockford, Illinois more particularly described in Exhibit A attached hereto and made part hereof commonly known as the Shumway Building (hereinafter referred to as the "premises"); and

WHEREAS, the RAAC does hereby rent and take possession of the building located on the premises described in Exhibit A; and

WHEREAS, the City has leased the Premises directly to the RAAC.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Lease of Premises. The City does hereby lease and demise to the RAAC the Building, commonly known as the Shumway Building, located on the premises described in Exhibit A, attached hereto and made part hereof.
2. Term. The term of this lease shall be for three (3) years, beginning January 1, 2026 and ending December 31, 2028. The City and the RAAC may agree to extend this lease for additional time periods at any time.
3. Rent. The RAAC shall not be charged monthly rent.
4. Use. The Premises may be used by the RAAC as (1) a regional "information center for Rockford, Winnebago County, and other counties of northern Illinois; (2) ticket outlet for cultural, artistic, and special events; and (3) general office use for implementation of RAAC programs. Other uses may be proposed by the RAAC and approved by resolution of the City Council.
5. Maintenance.
  - (A) Restrooms. The RAAC will keep restrooms clean and sanitary with toilet paper, hand towels, and soap.
  - (B) Other. The RAAC shall keep the Premises clean and keep sidewalks on the Premises free of ice and snow. All other maintenance and repair not caused by the negligent or intentional acts of the RAAC or its agent shall be the responsibility and cost of the City. The RAAC shall give the city reasonable notice in writing of items in need of maintenance or repair.
6. Utilities and Supplies. City agrees to provide utilities including electricity, heat and water, and to provide toilet paper and hand towels, as needed. The RAAC agrees to provide all other supplies, labor, and materials necessary to comply with their obligations.
7. Parking. The City agrees to make three rental parking spaces available to RAAC at market rates in the adjacent Shumway parking lot.

8. Loss or Destruction. The City shall not be obligated to repair or rebuild the building on the Premises if greater than fifty percent (50%) of the fair market value of the building, as determined by a qualified appraiser, is destroyed by fire, windstorm, or other casualty. In the event the building is not rebuilt or repaired, that portion attributed to the lease shall be cancelled without further liability to either party. The City shall not be responsible for loss or destruction of personal property or fixtures of the RAAC, its employees, visitors, customers, etc.
9. Changes. The RAAC covenants and agrees that no interior structural modifications or exterior changes of any type shall be made upon the Premises without the advanced written consent of the City.
10. Indemnity and Insurance.
  - (A) The RAAC shall indemnify and save harmless City from all claims, liens, and encumbrances of every kind and character except those obligations inuring to City pursuant to this lease, including but not exclusive of mechanic's liens, which may be charged against all claims, damages, and liability which might be asserted against said city by any person whomsoever for any injury or claim arising out of the use or occupancy of the Premises or any entranceways, exits, stairways, sidewalks, or areaways, thereon, except when caused by the City's negligence or breach of this lease.
11. The RAAC shall procure and maintain during the term of this lease at its sole expense comprehensive general public liability insurance in companies and through brokers and in form and amount acceptable to City. RAAC shall also at its expense, obtain and carry at all times during the term of this lease fire insurance with extended coverage, vandalism and malicious mischief and theft and mysterious disappearance endorsements covering the contents of the Premises and all alterations, additions, and leasehold improvements in the amount of their full replacement value. Such policies shall cover both City and the RAAC, as their interest may appear. The RAAC shall present to City a certificate of insurance from the insurance companies showing such coverage, which certificate shall contain a statement that City shall receive from said companies a ten (10) day notice prior to any change of cancellation of the policies or coverage thereunder.
12. Tenant's Default. The occurrence of any one or more of the following events shall constitute a default and breach of this lease by the RAAC.
  - a. The vacating or abandonment of the premises by the RAAC for ten (10) or more consecutive days; without properly exercising the RAAC's early right of termination
  - b. The failure by RAAC to observe or perform any of the covenants, conditions, or provisions of this lease to be observed or performed by the RAAC, where such failure shall continue for a period of thirty (30) days after written notice thereof by the City to the RAAC: provided, however, that if the nature of the RAAC's default is such that more than thirty (30) days are reasonably required for its cure, then the RAAC shall not be deemed to be in default if the RAAC

commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion. The City shall have sole discretion to determine whether the RAAC has undertaken and continued to diligently prosecute such cure to completion.

- c. The making by the RAAC or general assignment of its interest in this lease for the benefit of creditors; or the filing by or against the RAAC of a petition to have the RAAC adjudged bankrupt or a petition or reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against the RAAC, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of the RAAC's assets located at the premises; or the attachment, execution or other judicial seizure of substantially all of the RAAC's assets located at the premises or of the RAAC's interest in this lease, where such seizure is not discharged within thirty (30) days.

13. Remedies Upon RAAC's Default. In the event of any such default or breach by the RAAC, the City may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting the City in the exercise of a right or remedy, which the City may have because of such default or breach:

- a. Terminate the RAAC's right to possession of the premises by any lawful means, in which case this lease shall terminate and the RAAC shall immediately surrender possession of the premises to the City. In such an event, the City shall be entitled to recover from the RAAC all damages incurred by the City by reason of the RAAC's default including, but not limited to, the cost of recovering possession of the premises; expenses of reletting, reasonable attorney's fees, and any unpaid installments of rent.
- b. Maintain the RAAC's right to possession, in which case this lease shall continue in effect whether or not the RAAC shall have abandoned the premises. In such an event, the City shall be entitled to enforce all of City's rights and remedies under this lease, including the right to recover any charges and adjustments as may become due hereunder.
- c. Pursue any other remedy or combination of remedies now or hereafter available to the City under the laws or judicial decisions of the state in which the premises are located.

14. Default by the City. The City shall not be in default unless the City fails to perform obligations required of the City within a reasonable time, but in no event later than thirty (30) days after written notice by the RAAC to the City specifying wherein the City has failed to perform such obligation. If the nature of the City's obligation is such that more than thirty (30) days are required for performance in the City's sole determination, then the City shall not be in default if the City commences performance within such thirty (30) day period and thereafter diligently prosecutes the same to completion. In the event the City's default has



21. Successors and Assigns. This lease shall be binding upon and inure to the benefit of the successors and assigns of both the City and the RAAC.

22. Cancellation of Lease. Either party to this lease may cancel this lease by giving the other party at least 60 days written notice of intent to cancel.

IN WITNESS WHEREOF, the City has caused this lease to be executed in its name by its mayor and its corporate seal to be affixed and to attested by its Legal Director; and the RAAC has caused this lease to be executed in its name by its duly authorized officer (s).

CITY OF ROCKFORD  
A Municipal Corporation

BY: \_\_\_\_\_  
Thomas P. McNamara, Mayor Date

ATTEST: \_\_\_\_\_  
Angela Hammer, Legal Director Date

Rockford Area Arts Council  
An Illinois not-for-profit Corporation

BY: \_\_\_\_\_  
Mary McNamara Bernsten, Executive Director Date

**EXHIBIT A**

Lot Seven (7) and the westerly sixteen (16) feet in width of the Northerly two hundred thirty-one (231) feet of Lot Six (6) in Block Three (3) of Gregory's Addition to the City of Rockford; East of the Rock River, in the City of Rockford.

DRAFT