

**MEMORANDUM OF AGREEMENT AMONG
THE CITY OF MOLINE, MOLINE HOUSING AUTHORITY
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING DEMOLITION AND NEW CONSTRUCTION OF A RESIDENTIAL
DEVELOPMENT, 1809 14TH AVENUE, MOLINE, ILLINOIS
(SHPO LOG # 005083024)**

WHEREAS, the Moline Housing Authority and the City of Moline plan to undertake demolition of a residential building (Building) and new construction of five residential quad-plex apartment buildings, Moline HDC Parkview, at 1809 14th Avenue, Moline, Illinois (Project); and

WHEREAS, the City of Moline is pursuing US Department of Housing and Urban Development (HUD) administered funds for the Project and therefore, requires the Project be considered an Undertaking subject to review under Section 106 of the National Historic Preservation Act of 1966, as amended, 54 U.S.C. § 306108, and its implementing regulations (36 CFR Part 800) (Act); and

WHEREAS, the City of Moline is serving as the Responsible Entity to carry out activities under the Act under 24 CFR Part 58; and

WHEREAS, the Project requires a permit from the Illinois Environmental Protection Agency (IEPA) which requires the Project be subject to the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (State Act), and the City of Moline is responsible for the implementation of the consultation process established in 20 ILCS 3420; and

WHEREAS, the Act takes precedence over the State Act, the Project has been reviewed under the Act, all consultation regarding the Project will proceed under the Act, and outcomes of the review under the Act will apply to the requirements of the State Act; and

WHEREAS, the City of Moline has defined the Undertaking's Area of Potential Effects (APE) as two parcels (Rock Island County Parcels 1705200022 and 1705200024), totaling approximately 2 acres; and

WHEREAS, the City of Moline has consulted with the Illinois State Historic Preservation Office (SHPO), a Division of the Illinois Department of Natural Resources (IDNR), pursuant to the Act; and

WHEREAS, the SHPO currently resides within IDNR (Office), and the Director of IDNR is the duly designated State Historic Preservation Officer (Officer); and

WHEREAS, on March 3, 2025, the Officer has determined that no historic archaeological properties will be affected by the undertaking; and

WHEREAS, on March 12, 2025, the Officer determined that the Building is eligible to be listed on the National Register of Historic Places (NRHP) under Criterion C (Architecture) at the local level of significance; and

WHEREAS, the Officer has determined that the Undertaking will have an adverse effect on the Building that is eligible for the NRHP; and

WHEREAS, the City of Moline will notify the Advisory Council on Historic Preservation (ACHP) of the adverse effect on the Building and the ACHP has chosen not to participate in consultation; and

WHEREAS, the City of Moline notified the public on the City's Website on July 8, 2025, of the Undertakings, the adverse effects of the Project to historic property, and its efforts to resolve the adverse effect. The Rock Island Historical Society, Mayor of the City of Moline, and Moline Historic Preservation Commission were invited to enter into consultation regarding the adverse effect, and a meeting was held on July 14, 2025, to discuss the Project.

WHEREAS, Alexandra Elias expressed interest in relocating the Building but determined that relocation was not financially or technically feasible; and

WHEREAS, the Moline Historic Preservation Commission toured the Building and discovered that remaining architectural elements proposed for salvage were removed from the property.

NOW, THEREFORE, the City of Moline, Moline Housing Authority, 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-eligible property.

STIPULATIONS

I. MITIGATION (HIBS)

- A. The City of Moline 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 complete a Level III Historic Illinois Buildings Survey (HIBS) on the subject of the Building according to the measures described below.
 1. The City of Moline will ensure that the mitigation is completed by the Contractor, as stipulated in I. Mitigation.
 2. The recordation must follow the HIBS guidelines established by the Officer, according to the specifications listed *the Illinois Department of Natural Resources Historic Illinois Building Survey (HIBS) and Historic Illinois Engineering Record (HIER) Standards and Guidelines*.
 3. The Contractor must consult with the Officer prior to the initiation of the work to ensure that expectations are understood.
 4. The Officer may approve alterations to the format and/or requirements of the

HIBS, depending on the circumstances of the project.

5. Fieldwork, in the form of a site visit, photography, and sketch map, must take place before the Project may commence.
6. Upon completion of photography, the Contractor shall digitally submit the images and copies of field notes to the Officer for review and comment.
7. Upon Officer confirmation in writing that all the HIBS photographs to complete HIBS recordation have been collected, the Project may commence.
8. The Contractor shall prepare and email a 95% draft of the HIBS recordation in .pdf format to the Officer for review and comment.
9. When the Officer accepts the 95% draft submission, in writing, the Contractor shall incorporate into the recordation any comments that the Officer provides and complete the final documentation.
10. Upon completion of the final documentation, the City of Moline and/or Contractor shall submit the following to the Officer:
 - a. One archival clamshell of sufficient size to encapsulate the HIBS recordation.
 - b. One copy of the HIBS recordation, on archival materials, according to HIBS specifications for deposit in the Abraham Lincoln Presidential Library and Museum.
 - c. One copy of the HIBS recordation, on archival materials, according to HIBS specifications for deposit with the Rock Island Historical Society.
 - d. One digital record (download, link, flash drive, CD, or DVD) with the complete HIBS recordation for posting on the SHPO website.

II. DURATION

This Agreement shall be effective until such time as all of its terms are satisfied, or it is amended or terminated and replaced, or two years from the signed agreement. Prior to such time, the City of Moline may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The City of Moline shall notify the signatories as to the course of action it will pursue.

III. POST-REVIEW DISCOVERIES

If potential historic properties are encountered or unanticipated effects on historic properties found during implementation of the undertaking, the City of Moline shall immediately consult with the Officer 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 City of Moline must immediately stop work within 100 feet of the area, notify the Coroner and the Officer and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, the City of Moline shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the City of Moline'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 City of Moline 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 City of Moline'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.

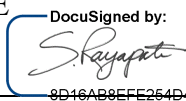
EXECUTION of this Agreement by signatories and the implementation of its terms evidence that the signatories have afforded the Officer an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

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(SHPO LOG # 005083024)**

SIGNATORY

THE CITY OF MOLINE

Signature:  Date: 10/24/2025

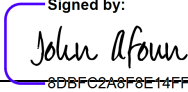
Name: Sangeetha Rayapati

Title: Mayor

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SIGNATORY

MOLINE HOUSING AUTHORITY

Signed by:
Signature:  Date: 10/31/2025
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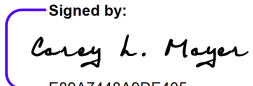
Name: John Afoun

Title: Executive Director

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SIGNATORY

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By:  Signed by: 11/3/2025
E89A7448A9DE405... Date: _____
Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois Department of Natural Resources