

**PROGRAMMATIC AGREEMENT  
AMONG THE CITY OF MOLINE AND  
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
FOR THE ADMINISTRATION OF SECTION 106 AND SECTION 707  
FOR CERTAIN PROGRAMS FUNDED BY  
THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
APRIL 1, 2022, THROUGH MARCH 31, 2027**

**THIS PROGRAMMATIC AGREEMENT** (“Agreement”) is entered into as of February 1, 2022, between the City of Moline (City), the Illinois State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (ACHP); and

**WHEREAS**, the City is a direct recipient of funds from the U.S. Department of Housing and Urban Development (HUD) and a subrecipient of HUD funds via the Illinois Housing Development Authority (IHDA) and/or the Illinois Department of Commerce and Economic Opportunity (DCEO), as enumerated in Appendix A; and

**WHEREAS**, on May 31, 2019, the City entered into an intergovernmental agreement, as amended, with the Cities of Silvis, East Moline, and Rock Island to administer on their behalf federal funds from the Lead-Based Paint Hazard Control Grant Program (see Appendix D), and the Cities of Silvis and East Moline have agreed that the City shall administer their funds pursuant to this Agreement; and

**WHEREAS**, projects that receive such funds constitute Undertakings subject to 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 is a direct recipient of funds from the Illinois Housing Development Authority (IHDA), as enumerated in Appendix B; and

**WHEREAS** projects that receive such funds are subject to the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180), and the City is responsible for the implementation of the consultation process established in 20 ILCS 3420); and

**WHEREAS**, collectively, these programs are administered by the City’s Community and Economic Development Department (Department), and provide financial support for a wide variety of activities, including rehabilitation, new construction, demolition, infrastructure improvements, and other eligible activities; and

**WHEREAS**, as used herein, the term “Illinois State Historic Preservation Officer” (SHPO) means the Illinois governmental official appointed or designated pursuant to section 101(b)(1) of the Act to administer the State Historic Preservation Program or a representative designated to act for the SHPO (see 36 C.F.R. § 800(v)); and

**WHEREAS**, the responsibilities of the SHPO under Section 106 and 36 C.F.R. Part 800 are to

advise, assist, review, and consult with federal agencies as they carry out their historic preservation responsibilities, and to respond to federal agencies' requests within a specified period of time; and

**WHEREAS**, the Illinois State Historic Preservation Office currently resides within the Illinois Department of Natural Resources (IDNR), and the Director of IDNR is the duly designated SHPO; and

**WHEREAS**, the City and the SHPO agree that projects receiving state funds from IHDA under the programs enumerated in Appendix B shall be subject to the terms of this Agreement, in accordance with 17 IAC 4180.650, and that the Department will consult with the SHPO and initiate the consultation process set forth in 36 CFR § 800.6 for Undertakings receiving funds from programs enumerated in Appendix B that constitute an Adverse Effect; and

**WHEREAS**, the Department has consulted with SHPO pursuant to Section 106 of the Act; and

**WHEREAS**, the Department has consulted with the SHPO pursuant to the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. § 4821) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851) and their implementing regulations, "General Lead-Based Paint Requirements and Definitions for All Programs" (24 CFR Part 35); and

**WHEREAS**, the Department and the SHPO have determined that the Department can more effectively fulfill its Section 106 review responsibilities for the specified HUD-funded activities, and Section 106 review and other responsibilities on behalf of other jurisdictions with whom it has intergovernmental agreements, if a programmatic approach is used to delegate Section 106 and other compliance responsibilities to the Department; and

**WHEREAS**, the City is a Certified Local Government in good standing with a Historic Preservation Commission (Commission) and Qualified Personnel (as defined and further described in Stipulation II.A. below) who will carry out duties enumerated below;

**WHEREAS**, in accordance with 36 CFR 800.14(b)(2), on XXX, 2022, the Department invited the ACHP to participate in the consultation to establish this Agreement, and on XXX, 2022, the ACHP chose/chose not to participate in the consultation;

**NOW, THEREFORE**, the Department, the SHPO, and the ACHP agree that the programs shall be implemented in accordance with the following stipulations in this Agreement in order to take into account the effect of Undertakings on historic and potentially historic properties.

## **STIPULATIONS**

### **I. Incorporation of Whereas Clauses**

The Department, the SHPO, and the ACHP hereby incorporate by reference the WHEREAS clauses set forth above as if fully set forth herein.

### **II. Qualified Personnel**

- A. The Department shall ensure that it maintains a staff, whether employed or contracted, hereafter referred to as Qualified Personnel, that meets the following enumerated qualifications. Qualified Personnel's curriculum vitae and, if applicable, proof of successful completion of "The Section 106 Essentials" course shall be submitted to the SHPO for review and concurrence.
1. The Secretary of the Interior's Professional Qualification Standards for History or Architectural History, as authorized by 36 CFR 61.1(c); and
  2. One of the following:
    - a. Successful completion of "The Section 106 Essentials" course given by the ACHP (see: [www.achp.gov/training/classroom](http://www.achp.gov/training/classroom)). Contractors must have successfully completed the course at the time of hiring, and City employees must successfully complete the course within 12 months of hiring or within 12 months of the acceptance of this Agreement and provide proof of that completion to the SHPO; or,
    - b. One year of direct experience with the implementation of the Section 106 process; and
  3. Successful completion of at least one ACHP webinar (see: <https://www.achp.gov/training/webinars>) per year on a Section 106 topic. Proof of completion must be submitted to the SHPO with the Certified Local Government Annual Report pursuant to Stipulation XII.F.
- B. The Department shall ensure that all historic preservation work carried out pursuant to this Agreement is carried out by or under the direct supervision of Qualified Personnel.
- C. The Department shall notify the SHPO of Qualified Personnel changes or vacancies. During periods of Qualified Personnel vacancy, the Department must forward all Undertakings to the SHPO for review under the Act.
- D. If the Department does not have Qualified Personnel in place for a period longer than 6 months, then this Agreement will become null and void, and the Department will comply with 36 CFR §§ 800.4 through 800.6 with regard to Undertakings covered by this Agreement.

### **III. Activities that constitute an Undertaking and are governed by this Agreement**

- A. A project, activity, or program that is partially or wholly funded, licensed, or permitted by the federal programs listed in Appendix A and/or the state programs listed in Appendix B constitutes an "Undertaking" and is, therefore, subject in its entirety to this Agreement.
- B. Undertakings that contain ground-disturbing activities must be submitted to the SHPO for archaeological review pursuant to Section 106. The Department's submission to the SHPO must contain a cover letter that includes the paragraph in Appendix C. If the SHPO

determines that there are no significant archaeological resources present in the project area, the SHPO shall return the Undertaking to the Department for continued review pursuant to Stipulation III et seq. of this Agreement. If the SHPO determines that the project area contains significant archaeological resources, the Undertaking will not be subject to this Agreement, and the SHPO will complete the Section 106 review of the Undertaking in consultation with the Department.

C. For the purposes of this Agreement, ground-disturbing activities include but are not limited to the following:

1. Excavation for entirely new footings and new foundations
2. Installation of entirely new utilities, such as sewer, water, electrical, gas, and leach lines; wells; storm drains; and septic tanks.

D. For the purposes of this Agreement, ground-disturbing activities do not include the following:

1. Repair, removal, or replacement in kind of existing utilities in the same locations. Utilities include sewer, water, electrical, gas, and leach lines; storm drains; septic tanks; and wells.
2. Installation of new utilities when those new utilities are replacing existing utilities that must be relocated to meet City code requirements.
3. Repair, removal, or replacement in kind of existing, non-historic infrastructure, such as foundations, sidewalks, curbs, driveways.
4. Replacement of existing porch footings in their current locations.

#### **IV. Determining a Historic Property and an Area of Potential Effects (APE)**

A. When an Undertaking is proposed for a resource, the resource must undergo a determination as set forth in Stipulation IV.C, regardless of previous evaluations. Notwithstanding the foregoing, the Qualified Personnel may consider previous evaluations in its determination.

B. Determining the Area of Potential Effects (APE)

For each Undertaking, Qualified Personnel shall determine an Area of Potential Effects, as defined in 36 CFR § 800.16 and described in 36 CFR § 800.4.

C. Determination of a "Historic Property"

1. Qualified Personnel shall review existing information on historic resources within the APE. For resources not individually listed on the National Register of Historic Places (NRHP), Qualified Personnel shall apply the NRHP criteria. Materials consulted will

include:

- a. The current list of NRHP properties in the City
  - b. The current Moline Landmarks list
  - c. The Illinois Historic Sites Survey (1972)
2. Additional surveys shall be conducted in a manner responsive to the nature of the Undertaking if Qualified Personnel determine additional information is required to adequately assess the presence of historic properties. As appropriate, the focus of identification surveys shall not be property-by-property but may focus on select resources in proportion to, and depending on the location of, the Undertaking.
  3. In the case that Qualified Personnel has questions concerning NRHP eligibility of a certain property or resource, he or she may forward documentation to the Commission for evaluation and recommendation.
  4. In the case that the Commission has questions concerning the NRHP eligibility of a certain property or resource, the Commission may forward documentation to the SHPO for evaluation and recommendation. If the Commission chooses not to accept the recommendation of the SHPO, Qualified Personnel may forward adequate documentation, including the recommendation of the SHPO, to the Keeper of the NRHP for the formal determination of NRHP eligibility, in accordance with 36 CFR § 800.4(c). Qualified Personnel shall notify the SHPO of the Commission's decision.
  5. Qualified Personnel may submit NRHP eligibility determinations for properties to the Commission and SHPO concurrently to expedite the Section 106 review.
  6. Properties not listed in the NRHP and reviewed by Qualified Personnel for eligibility in the NRHP will be documented as such by Qualified Personnel, and a copy of the determination will be included in the individual project files and submitted to the SHPO.
- D. A property shall be considered a "Historic Property" when one or more of the following applies:
1. A property is individually listed in the NRHP; or
  2. A property is located within the boundaries of an existing NRHP-listed historic district and has been determined by Qualified Personnel to be contributing to that district; or
  3. A property has been determined by Qualified Personnel to be eligible for individual listing in the NRHP; or
  4. A property that Qualified Personnel has determined to be contributing to an area that Qualified Personnel has determined eligible for listing in the NRHP as a historic district, as defined in 36 CFR § 67.5; or

- 5. A property is a National Historic Landmark; or
- 6. A property is a locally designated landmark, either individually or as part of a landmark district.
- E. If Qualified Personnel determines that there are no Historic Properties present in an Undertaking's APE, Section 106 requirements are satisfied, and the Undertaking can proceed in accordance with 24 CFR Part 58.
- F. Undertakings for which Qualified Personnel determined that no Historic Properties were involved must be re-reviewed under this Agreement if the Undertaking does not proceed within two (2) years of the date of the determination.
- G. Qualified Personnel may elect to submit a Historic Property to SHPO for further review and determination.

#### **V. Exempt Activities**

For Undertakings that involve Historic Properties or are within APEs that contain Historic Properties, as determined by Qualified Personnel, review of the following specific activities is not required because there is limited potential for the activity to result in an adverse effect.

- A. Repair or replacement of electrical, plumbing, heating, and ventilation systems or their components, when no structural alteration is involved. This includes repair or replacement of electrical panels, breakers, circuits, switches, receptacles, plumbing and water lines, drains, sewers, fixtures, water heaters, heating vents, floor furnaces, wall heaters, central heat systems, and gas lines.
- B. Repair or replacement of existing asphalt roofing shingles with new asphalt roofing shingles.
- C. Non-structural, non-permanent interior modifications for handicapped accessibility in kitchens and bathrooms, including grab bars, walk-in/roll-in tubs/showers, etc.
- D. Non-structural interior modifications such as installing smoke/carbon monoxide detectors, weatherstripping, caulking, wall/trim repairing, painting previously painted surfaces, and installing new hardware where no historic hardware is present.
- E. Painting of any exterior component that has previously been painted.
- F. Repair, removal, or replacement in kind of existing utilities in the same locations. Utilities include sewer, water, electrical, gas, and leach lines; storm drains; septic tanks; and wells. Installation of new utilities when those new utilities are replacing existing utilities that must be relocated to meet City code requirements. This does NOT include activities involving historic infrastructure, such as but not limited to stone and brick sidewalks, curbs, and roads, and historic street furniture, such as but not limited to street lighting,

benches, and water fountains, are NOT exempt from review

- G. Repair, removal, or replacement in kind of existing, non-historic infrastructure, such as foundations, sidewalks, curbs, driveways.
- H. Replacement of existing porch footings in their existing locations.
- I. Acquisition, refinance, or acquisition assistance.

## **VI. Reviewing Undertakings that Effect “Historic Properties”**

### **A. Undertakings that Involve Interior and/or Exterior Rehabilitation of Historic Properties**

1. Prior to the initiation of the Undertaking, Qualified Personnel shall review work write-ups, plans and/or specifications for all activities not listed as exempt under Stipulation V to determine whether they meet *The Secretary of the Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings* (Standards).
2. Should Qualified Personnel recommend modifications to the plans and specifications to ensure that the project meets the Standards, program recipients shall make the appropriate modifications and submit revised work reports or plans to Qualified Personnel. Should program recipients determine that they cannot make the modifications recommended by Qualified Personnel in order to meet the Standards, the Undertaking will constitute an Adverse Effect, and the City will consult with the SHPO and initiate the consultation process set forth in 36 CFR Part 800.6.
3. If Qualified Personnel determine that an Undertaking will have no Adverse Effect on a Historic Property, the Undertaking may proceed in accordance with 24 CFR Part 58. Documentation shall be placed in individual project files by Qualified Personnel or the Department.

### **B. Undertakings that Involve the Demolition and Relocation of Historic Properties**

For Undertakings that involve the demolition or relocation of a Historic Property, prior to the initiation of the Undertaking, if Qualified Personnel determines that demolition or relocation cannot be avoided, the Undertaking will constitute an Adverse Effect, and the Department will consult with the SHPO and initiate the consultation process set forth in 36 CFR § 800.6.

### **C. Undertakings that Involve New Construction**

For Undertakings that involve new construction within existing or potential NRHP historic districts or within APEs that contain Historic Properties, Qualified Personnel will review the portion of the Undertaking concerning the design of the new construction prior to initiation to ensure that it meets the Standards. If Qualified Personnel determines that the design of the new construction cannot be made to meet the Standards, the Undertaking will

constitute an Adverse Effect, and the Department shall consult with the SHPO and initiate the consultation process set forth in 36 CFR 800.6.

D. Undertakings that Involve Handicapped Accessibility Compliance

For Undertakings on Historic Properties that seek to comply with the American Disabilities Act and other local and federal requirements, and that are not exempt under Stipulation V, the Department will explore all alternative methods to provide handicapped accessibility consistent with the Standards. Undertakings inconsistent with the Standards will constitute an Adverse Effect, and the Department shall consult with the SHPO and initiate the consultation process set forth in 36 CFR § 800.6.

E. Undertakings that Involve Site Improvements and Public Improvements

For Undertakings that involve site and public improvements within existing and potential NRHP historic districts and that are not exempt under Stipulation V, including, but not limited to, sidewalk and streetscape improvements, repaving of streets with materials different than existing, installation of landscaping, street lighting and street furniture and other infrastructure improvements, will be reviewed by Qualified Personnel prior to initiation to ensure that the Undertaking meets the Standards. If the Undertaking cannot be made to meet the Standards, it will constitute an Adverse Effect, and the Department shall consult with the SHPO and initiate the consultation process set forth in 36 CFR § 800.6.

F. Emergency Undertakings

1. When an Undertaking on a Historic Property involves emergency, Qualified Personnel will conduct an immediate review. The existence of an emergency situation shall be based upon the need to eliminate an imminent threat of the health and safety of residents, as identified by City or local building inspectors or fire department officials. If Qualified Personnel determines that an Undertaking involves an emergency situation, the Undertaking shall be considered an Emergency Undertaking.
2. The City shall forward documentation to Qualified Personnel to review immediately upon notification that an emergency exists. Documentation shall include:
  - a. Nature of the emergency;
  - b. Historic property involved;
  - c. Current condition of the building, including photographs; and
  - d. Time frame allowed by local officials to respond to, or correct, the emergency situation
3. In the event of an Emergency Undertaking, the Department shall consult with the SHPO to the greatest extent possible given the particular circumstances. The SHPO



shall provide comment within seven days of notification.

4. If the Emergency Undertaking cannot be made to meet the Standards, it will constitute an Adverse Effect, and the Department shall consult with the SHPO and initiate the consultation process set forth in 36 CFR 800.6., each to the greatest extent possible given the particular circumstances.
- G. If an Undertaking's scope of work has been determined by Qualified Personnel to have no Adverse Effect upon Historic Properties and that scope of work is later modified, Qualified Personnel must review the modified scope of work as set forth in Stipulation VI.

## **VII. Resolution of Adverse Effects**

When an Undertaking constitutes an Adverse Effect, the Department shall initiate the consultation process set forth in 36 CFR § 800.6 and shall submit to the SHPO the Undertaking, including an analysis of alternatives, recent structural reports or assessments of conditions, cost estimates for rehabilitation, programmatic and economic considerations, and marketing studies, as applicable.

## **VIII. Post-Review Discoveries**

As required under 36 CFR 800.6(c)(6), if previously unidentified archaeological or historic properties or unanticipated effects are discovered after completion of the reviews described in this Agreement, the Department shall ensure that the procedures below are followed:

- A. The discovering party shall immediately stop all construction activity within a 100-foot radius of the discovery and cease further disturbance. If the discovering party is unaware of the size and scope of the discovery or if the discovery suggests the possible presence of other undiscovered artifacts, potential historic properties, or human remains within the work site, the discovering party shall also immediately stop all construction activity beyond a 100-foot radius of the discovery to the extent appropriate.
- B. The discovering party shall immediately notify the SHPO, and Qualified Personnel of the discovery. The SHPO will then notify the Tribe and any other relevant parties as needed within two business days of the time of discovery.
- C. Within 48 hours of notification of the discovery, the SHPO and Qualified Personnel shall review a description and photographs of the discovery provided by the discovering party and determine whether work may resume or if a site visit is warranted to document and evaluate the discovery. Consultation with the Department and the Tribe will be initiated at this stage to help determine the value of items found and assist in determinations of eligibility. If a site visit is warranted, the SHPO will have two business days following the site visit and Tribal input to determine the NRHP eligibility of the discovery. The Tribe shall be invited to attend site visits, and the SHPO must consult with the Tribe in making NRHP eligibility determinations.

- D. If the discovery is not eligible for listing on the NRHP, the SHPO will inform the necessary parties, including the Tribe, that construction in the area of the discovery may resume.
- E. If the discovery is determined, through consultation, to be eligible for listing on the NRHP, the SHPO and Qualified Personnel will consult with the Tribe regarding proposed actions to resolve the adverse effects, if adverse effects cannot be avoided. The Tribe will have two business days to provide their views on the proposed actions. The SHPO will ensure that such views are taken into account prior to granting approval of the measures that will be implemented to resolve adverse effects. These measures may include:
  - 1. preparation of a mitigation plan by Contractor in consultation with the SHPO and the Tribe;
  - 2. implementation of the mitigation plan;
  - 3. archaeological mitigation of the site (data recovery);
  - 4. SHPO approval to resume construction following completion of the fieldwork component of the mitigation plan;
  - 5. photographic documentation and/or scaled mapping of the resource; and
  - 6. visits to the site by the Tribe and SHPO.

#### **IX. Unanticipated Discoveries of Human Remains**

If previously unidentified human remains are discovered during construction, the Department shall ensure that the following steps occur:

- A. All activities with a potential to disturb the remains shall immediately cease within a 100-foot radius of the discovery. If the discovering party is unaware of the size and scope of the discovery or if the discovery suggests the possible presence of other human remains or an unmarked human burial within the work site, the party shall also immediately stop all construction activity beyond a 100-foot radius of the discovery to the extent appropriate.
- B. The discovering party shall take all appropriate steps to secure the site and protect the remains. The remains will be covered and/or protected in place in such a way as to minimize further exposure of or damage to the remains.
- C. The discovering party will immediately contact the SHPO and Qualified Personnel regarding the discovery. The SHPO will then consult with the Tribe regarding the discovery and will immediately notify local law enforcement and/or the County Coroner.
- D. In coordination with the Tribe and Qualified Personnel, the SHPO will determine if the skeletal remains are human, the degree to which they were disturbed, and if possible,

assess their potential age and cultural affiliation without any further disturbance. SHPO will consult with the Tribe to assess the possible cultural affiliation of the remains with Native American tribes.

- E. If the remains are not Native American, the appropriate local authority will be consulted to determine final disposition of the remains. Avoidance and preservation in place are the preferred options for treating human remains. Project construction work shall not recommence until the remains and any associated objects are removed and recommencement is authorized by the SHPO. If discoveries are not of human remains, the SHPO shall further consult with the Tribe or other interested tribes to determine if such discoveries are funerary objects, sacred objects, or objects of cultural patrimony as defined by 43 CFR 10.2(d).
- F. If it is determined by the SHPO, in consultation with Qualified Personnel and Tribe, that intact or fragmented human remains are present and are Native American in origin, or that the discovered materials are funerary objects, sacred objects, and objects of cultural patrimony, the SHPO will further consult with the Tribe and Qualified Personnel regarding measures to avoid and protect the discovery or mitigate any adverse effect of the project on the discovery. These measures may include:
1. Altering project plans to avoid human remains and/or burials (including funerary objects, sacred objects, and objects of cultural patrimony) and preserving them in place;
  2. If avoidance is not feasible, in consultation with the concurring parties or other interested tribes, recovering the human remains and/or burial (including funerary objects, sacred objects, and objects of cultural patrimony) through standard archaeological methods;
  3. Preparation and implementation of a mitigation plan;
  4. Additional archaeological mitigation of the site (data recovery);
  5. Visits to the site by the SHPO, Qualified Personnel and Tribe;
  6. SHPO approval to resume construction following completion of the fieldwork component of the mitigation plan; and
  7. Consultation regarding disinterment and reinternment of Native American human remains. The SHPO will defer to Tribe recommendations regarding cultural affiliations, disinterment, and reburial of Native American human remains and/or burials (including funerary objects, sacred objects, and objects of cultural patrimony).
- G. Nothing in this Agreement shall alter responsibilities for compliance with the requirements of the Native American Graves Protection and Repatriation Act (NAGPRA) (25 USC §

3001 et seq.) and its implementing regulations (43 CFR Part 10) regarding disposition of human remains by entities that have control and/or custody of such remains.

## **X. Tribal Consultation**

The Department will make a reasonable and good faith effort to identify federally recognized Native-American tribes that may attach religious and cultural significance to properties potentially affected by Undertakings covered by this Agreement and will follow federal guidance on consulting with tribes to identify and evaluate historic properties and assess and resolve effects.

## **XI. Public Involvement**

- A. Annually, the Department will notify the public of the programs covered under this Agreement and make available for public inspection documentation of those programs. Included in this documentation will be general information on the types of activities undertaken, information on identified Historic Properties in the community that might be affected by these activities, the amount of program funds available in the current program year, and how interested persons can receive further information on the programs.
- B. At any time during the implementation of this Agreement, should the public raise an objection pertaining to an Undertaking on a Historic Property, Qualified Personnel shall notify the Commission and take the objection into consideration. Program recipients, the Department, the Commission, the SHPO, or the ACHP, when requested by the objector, shall consult to resolve the objection. Program recipients are not required to cease work on the Undertaking while objections are being reviewed, but the Department reserves the right to halt work in light of arguments from the public the Department deems valid.

## **XII. Administration, Monitoring, and Reporting**

- A. The SHPO shall provide comments within 30 days for reviews or comments requested by the City or the Commission, with the exception of Emergency Undertakings. In the event that the SHPO fails to comment within the 30-day time period, the Department can assume that the SHPO concurs.
- B. The SHPO shall conduct periodic training workshops for Qualified Personnel to review the requirements of this Agreement. The SHPO shall also provide guidance related to implementation of the terms of the Agreement.
- C. Documentation shall be available for review by the SHPO following reasonable notice.
- D. The SHPO shall conduct periodic monitoring visits of the Department's project sites and files to ensure compliance this Agreement.
- E. Nothing in this Agreement shall be construed as meaning that the Department cannot request the advice or assistance of the SHPO at any time.

F. As a component of the Certified Local Government Annual Report, the Department shall summarize activities carried out under the terms of this Agreement. The report will be submitted no later than June 1 of each year this Agreement is in effect. The Annual Report shall include:

1. List of property addresses submitted for review
2. Program in which the Undertaking took place
3. Assertion of NRHP eligibility for evaluated properties
4. The finding of effect for Undertakings involving Historic Properties

### **XIII. Effective Date and Extension**

- A. This Agreement shall be in effect from April 1, 2022 to March 31, 2027 unless terminated earlier due to failure to comply with the terms of the Agreement.
- B. The signatories may collectively agree to extend this Agreement to cover additional calendar years or portions thereof, through an amendment per Stipulation XIV, provided that the original Agreement has not expired.

### **XIV. Amendments**

- A. Any party to this Agreement may request it be amended or modified, whereupon the Department and the SHPO will consult in accordance with 36 CFR § 800.14(b) to consider such revisions.
- B. Any resulting amendments or modifications shall be developed and executed between the Department and the SHPO in the same manner as the original Agreement.

### **XV. Termination**

Any party to the Agreement may terminate the Agreement by providing 30-calendar-days' notice to the other party, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

### **XVI. Compliance with Agreement**

Execution and implementation of this Agreement and carrying out its provisions evidences that the Department has satisfied its responsibilities under Section 106 of the Act for all individual Undertakings of the programs.

### **XVII. 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.

#### **XVIII. Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its choice of laws principles.

#### **XIX. Severability**

If any provision in this Agreement, or any paragraph, sentence, clause, phrase, word or the application thereof, in any circumstance, is held invalid, this Agreement shall be construed as if such invalid part were never included herein and the remainder of this Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

[Signature pages to follow]

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APRIL 1, 2022, THROUGH MARCH 31, 2027**

ILLINOIS STATE HISTORIC PRESERVATION OFFICER (SHPO)

By:  Date: 5-3-22

Colleen Callahan, Director and Illinois State Historic Preservation Officer  
Illinois Department of Natural Resources

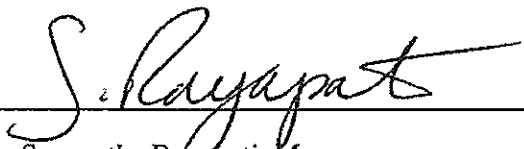
APPROVED FOR EXECUTION

Date: 5/2/2022

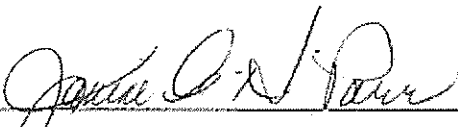
Legal Counsel: 

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CITY OF MOLINE (City)

By:  Date: 4-5-22  
Sangeetha Rayapati, Mayor  
City of Moline

ATTEST:

By:  Date: 4-5-22  
Janine Hollembaek Parr, City Clerk  
City of Moline



## **Appendix A**

### **HUD-Funded Programs & Activities Administered by the City of Moline**

#### **United States Department of Housing and Urban Development (HUD)**

- 1) Community Development Block Grant
- 2) Community Development Block Grant -- CARES Act
- 3) American Rescue Plan Act (ARPA)
- 4) Neighborhood Stabilization Program 1, 2 & 3
- 5) Lead-Based Paint Hazard Reduction Grant Program
- 6) Section 108 Funds

## **Appendix B**

### **IHDA-Funded Programs & Activities Administered by the City of Moline**

#### **Illinois Housing Development Authority (IHDA)**

- 1) Trust Fund Single Family Rehabilitation Round 3 with Roof Repair and Disaster Contingency Award
- 2) Trust Fund Single Family Rehabilitation
- 3) Land Bank Capacity Program and Technical Assistance Network
- 4) Abandon Property Program
- 5) Strong Communities Program

## Appendix C

For Undertakings that involve ground disturbance as described in Stipulation III.B, the Department shall submit the Undertaking to the SHPO as directed on the SHPO website (<https://www2.illinois.gov/dnrhistoric/Preserve/Pages/resource-protection-submittal.aspx>). The Undertaking must be accompanied by a letter that contains the following wording in bold type as the first paragraph of the cover letter:

Pursuant to the 2021-2027 Programmatic Agreement (Agreement) between the City of Moline Community and Economic Development Department (Department) and the SHPO, the Department is submitting this Undertaking that involves ground disturbance to the SHPO for an archaeological review. The project is receiving the following HUD funds: [provide list]. If the SHPO determines that the Undertaking poses no adverse effect to significant archaeology, the SHPO will inform the Department, and the Department will complete the review of the Undertaking as per the Agreement. If the SHPO determines that the Undertaking adversely affects significant archaeology, the SHPO will complete the 106 review of the Undertaking in consultation with the Department.

Appendix D

**ILLINOIS QUAD CITIES HEALTHY HOMES COALITION MEMBER AGREEMENT**  
between the City of Moline and the Cities of Silvis, East Moline, and Rock Island

Council Bill/Resolution No. 1050-2019

Sponsor: \_\_\_\_\_

A RESOLUTION

**AUTHORIZING** the Mayor and City Clerk to execute an agreement with the Department of Housing and Urban Development (HUD), to accept funding, and execute all necessary assurances and certifications to the Department of Housing and Urban Development (HUD), including an Assistance Award Form, for program years 2019-2022 for the Lead Based Paint Hazard Reduction (and Healthy Homes Supplemental) Grant funds, awarded to the City of Moline, in the amount of \$2,400,000; and

**AUTHORIZING** the City of Moline's Planning & Development Department to begin the administration and implementation of the Lead Based Paint Hazard Reduction and Healthy Homes Supplemental Grant on behalf of the Illinois Quad Cities Healthy Homes Coalition (IQCHHC).

\_\_\_\_\_

WHEREAS, the City of Moline received funding approval from the Department of Housing and Urban Development for the Lead Based Paint Hazard Reduction and Healthy Homes Supplemental Grant funds; and

WHEREAS, the City of Moline's Planning and Development Department will administer the grant on behalf of the Illinois Quad Cities Healthy Homes Coalition (IQCHHC) to reduce the exposure of young children to lead based paint hazards in their homes; and

WHEREAS, the City of Moline's Planning & Development Department will administer the Lead Based Paint Hazard Reduction Grant in accordance with program guidelines.

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the City Council hereby authorizes the Mayor and City Clerk to execute an agreement with the Department of Housing and Urban Development (HUD), to accept funding, and execute all necessary assurances and certifications to the Department of Housing and Urban Development (HUD), including an Assistance Award Form, for program years 2019-2022 for the Lead Based Paint Hazard Reduction (and Healthy Homes Supplemental) Grant funds, awarded to the City of Moline, in the amount of \$2,400,000.

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City of Moline's Planning & Development Department to begin the administration and implementation of the Lead Based Paint Hazard Reduction and Healthy Homes Supplemental Grant on behalf of the Illinois Quad Cities Healthy Homes Coalition (IQCHHC).

Council Bill/Resolution No. 1050-2019  
Page 2 of 2

CITY OF MOLINE, ILLINOIS

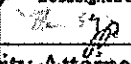
DocuSigned by:  
  
\_\_\_\_\_  
Mayor

April 16, 2019  
Date

Approved: April 16, 2019  
Passed: April 30, 2019

Attest:   
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

DocuSigned by:  
  
\_\_\_\_\_  
City Attorney

**ILLINOIS QUAD CITIES HEALTHY HOMES COALITION (IOCHHC)**  
**MEMBER AGREEMENT**

**PARTIES**

This Illinois Quad Cities Healthy Homes Coalition Member Agreement ("Agreement") entered into this 31 day of May, 2019, shall be by and between the City of Moline, Illinois, hereinafter referred to as "Moline", a municipal corporation, and the City of Rock Island, Illinois, a municipal corporation ("Rock Island"); ~~City of East Moline, Illinois, a municipal corporation ("East Moline"); City of Silvis, Illinois, a municipal corporation ("Silvis");~~ Project Now, Inc., an Illinois not-for-profit corporation ("Project Now"); and the Rock Island County Health Department ("Health Department"); hereinafter collectively referred to as the "Members".

WHEREAS, Moline, as lead applicant, has received funding approval from the U.S. Department of Housing and Urban Development ("HUD") for the Lead-Based Paint Hazard Reduction Program, hereinafter referred to as "LHR Program", under Title X of the Housing and Community Development Act of 1992, (42 U.S.C. 4852) hereinafter referred to as the "Act", and provided by the Consolidated Appropriations Act, 2018 (Public Law 115-141), and the Healthy Homes Supplemental funding, hereinafter referred to as "HHS", under Section 502 of the Housing and Urban Development Act of 1970 and provided by the Consolidated Appropriations Act, 2019 (Public Law 115-141); and

WHEREAS, the Act serves to reduce the exposure of young children to lead-based paint hazards in their homes; and

WHEREAS, Moline wishes to engage the Members to render certain services in connection therewith.

NOW, THEREFORE, it is hereby covenanted and agreed by and between the parties hereto in consideration of the mutual covenants contained herein as follows:

**I. TERMS AND CONDITIONS**

- A. The terms of this Agreement will cover the period beginning April 1, 2019 and shall extend to and terminate on September 30, 2022 unless terminated earlier by a party as herein provided.
- B. All Members agree to provide, in accordance with the terms of this Agreement, the following:
- Refer lead-poisoned household members from their jurisdiction or that are known to them to the Lead Program Manager with Moline. The Lead Program Manager is K.J. Whitley ("Program Manager");
  - Attend meetings, training sessions and conferences related to the LHR Program as necessary;

- Maintain any and all program files and paperwork as required by the LHR Program;
- Assist with marketing and outreach activities;
- Work in cooperation with the Lead Case Manager, as referenced below, and/or the Program Manager to help relocate households as necessary;
- Work in cooperation with and under the direction of the Program Manager in prioritizing, selecting, and treating units; and
- Comply with the completion of all progress reports and expenditure reports, if applicable, as required by Moline and HUD.

C. In addition to the above, Moline agrees to provide, in accordance with the terms of this Agreement, the following:

- Determine eligibility of households participating in the LHR Program through an established intake and application process;
- Accept and act on referrals of lead-poisoned household members from the Members, Rock Island County or Illinois Department of Public Health;
- Arrange for and conduct testing for lead on all pre-1978 units in accordance with regular housing rehabilitation program procedures set by HUD and the policies and procedures issued by Moline for the LHR Program;
- Select qualified risk assessors to conduct lead hazard control activities on units determined to have the presence of lead;
- Conduct project procurement activities in conjunction with procedures issued for the LHR Program;
- Conduct clearance activities on all units that have undergone lead hazard control activities;
- Work in cooperation with the Lead Case Manager to help relocate households as necessary; and
- Conduct environmental reviews for other cities or assign to Rock Island, as more specifically set forth below.

D. In addition to the above, Rock Island agrees to provide, in accordance with the terms of this Agreement, the following:

- Provide a qualified risk assessor to conduct lead hazard control activities on units



determined to have the presence of lead that are assigned by the Program Manager in the cities of Rock Island, East Moline and Silvis;

- Timely complete fifty lead inspections/risk assessments/clearances for Rock Island and a total of twelve lead inspections/risk assessments/clearances for Coalition partners (East Moline and Silvis);
- conduct testing for lead on all pre-1978 units in accordance with regular housing rehabilitation program procedures set by HUD and the policies and procedures issued by Moline for the LHR Program, as assigned by the Program Manager;
- Conduct clearance activities on all units that have undergone lead hazard control activities, as assigned by the Program Manager; and
- Conduct environmental reviews for the City of Rock Island and other cities, as assigned by the Program Manager, as more specifically set forth below.

E. In addition to the above, Health Department agrees to provide, in accordance with the terms of this Agreement, the following:

- Provide a Lead Case Manager four days a week to work with the Coalition, Members, contractors, grant families and other residents of Rock Island County in the areas of blood testing, relocation and lead education;
- Facilitate and instruct lead education to the public;
- Attend pre-construction meetings;
- Ensure risk assessments on relocation housing has been completed and met lead safe housing criteria prior to approval for grant relocation;
- Work in cooperation with and under the direction of the Lead Program Manager in prioritizing, selecting, and treating units; and
- cooperate with and under the direction of the Program Manager in prioritizing, selecting, and treating units.

F. In addition to the above, all Members, agrees to provide, in accordance with the terms of this Agreement, outreach and marketing of the LHR program.

G. Environmental Review Process

1. The City of Silvis, Illinois, and the City of East Moline, Illinois, hereby acknowledge and affirm that, for purposes of satisfying conditions of the LHR Program, they each hereby assign responsibility to perform all Environmental Review process duties required under 24 CFR Section 58-35 for LHR Program and

HHS projects located within the City of Silvis, Illinois, and the City of East Moline, Illinois, relative to grant number ILLHB0668-18, to the City of Moline, Illinois and/or the City of Rock Island, Illinois.

2. The City of Rock Island, Illinois, and the City of Moline, Illinois, hereby acknowledge and affirm that for purposes of satisfying conditions of the above-referenced grants, it hereby assumes and accepts the responsibility to perform all Environmental Review process duties required under 24 CFR Section 58-35 for LHR Program and HHS projects located with the City of Silvis and City of East Moline, Illinois.
- H. Moline, Rock Island, East Moline, and Silvis all agree to comply with all requirements for use of the HHS funding
- I. Under no circumstances are LHR Program funds provided herein by Moline to be used to provide services or benefits to persons who are not residents of the Member cities, which are Moline, Rock Island, East Moline, or Silvis, Illinois. They shall provide services principally to the following groups:
- First Priority: Lead poisoned children under the age 6 (final approval), presence of lead hazards, household earning less than 80% of the area median income (AMI);
  - Second Priority: Presence of children under 6 (final approval), presence of lead hazards, household earning less than 80% AMI, unit in existing rehab pipeline or a referral received through community outreach.
- J. The Members agree that during the period of this Agreement, they shall continuously and actively seek sources of funds to support the LHR Program. The Members agrees to track in-kind and match contributions to the program and report the level of such contributions to Moline, as required.
- K. Moline will monitor and evaluate the performance of the Members under the terms and conditions of this Agreement. Members agree to cooperate with Moline by providing any and all necessary reports requested by Moline. **Failure to submit timely reports will result in no reimbursements, including for mileage or payment of invoices, if such are authorized under this Agreement.** The Members further agree to make available to the Moline all of the Members' financial and other records deemed necessary by Moline for evaluation or audit purposes. All parties will be responsible for achieving the following performance measure(s):

**151 units will be made lead-safe through LHR funding. Anticipated benchmarks are:**

- a. Year 1: 40 Units – Quarters 1 - 4
- b. Year 2: 44 Units – Quarters 5 - 8
- c. Year 3: 48 Units – Quarters 9 - 12
- d. Year 4: 19 Units – Quarters 13 - 14

**Coalition lead unit benchmarks are:**

- a. City of Moline – 76 Units
- b. City of Rock Island – 50 Units
- c. City of East Moline – 15 Units
- d. City of Silvis – 10 Units

**32 units will have health and hazard issues addressed with LHR funding.**

**Anticipated benchmarks are:**

- e. Year 1: 6 Units – Quarters 1 - 4
- f. Year 2: 10 Units – Quarters 5 - 8
- g. Year 3: 10 Units – Quarters 9 - 12
- h. Year 4: 6 Units – Quarters 13 - 14

Should Members fail to meet the annual performance goals, Moline may withdraw or reduce the number of units in a particular community, in order to re-allocate funds and meet overall program performance goals. Please know that may be completed in advance of the above schedule.

- L. The Members shall abide by all applicable sections of Title X of the Housing and Community Development Act of 1992.

## **II. FINANCIAL TRANSACTIONS**

- A. Payments to or on behalf of Rock Island or Health Department in accordance with the provisions of this Agreement shall be made in the following manner:
  1. Moline will reimburse Rock Island's Construction Officer for mileage (local travel, private vehicles only). Mileage must be submitted on the form provided by Moline. The date of the trip, where the trip originated from and the destination, why the trip was taken, and total miles per trip are required along with signatures of the employee being reimbursed as well as the Program Manager.
  2. Moline shall reimburse Health Department for the services of the Lead Case Manager, which will be four days a week as stated above, based on monitored time sheets submitted to the Program Manager.
  3. Moline shall also reimburse Rock Island for the services of their Lead Risk Assessor (Construction Officer), Housing and Loan Program Officer, Planning & Redevelopment Administrator and Computer Graphics Specialist for work associated with lead activities in East Moline, Silvis and Rock Island (secondary). Signed detailed monthly timesheets shall be submitted to the Program Manager by the 10<sup>th</sup> day of the ascending month for review and reimbursement approval.
  4. All other invoices, contracts, bills and any other payment (hereinafter collectively referred to as "Invoices"), shall be submitted to Moline, c/o the Program Manager, a request for payment with accompanying invoices. Moline will then pay for all eligible expenses, defined below in subsection 6.c., directly to the contractor or

vendor. Moline shall continue to make payments on behalf of the Sub-Recipient in an amount not to exceed that stated in Section I.B. of this Agreement.

5. Contractors and vendors must submit invoices for payment to Moline by Noon on Friday of each week. Moline shall review any and all invoices for accuracy. If any contractor or vendor submits Invoices, and any other payment documents, that are incomplete, payment will be delayed by a minimum of one week. It is the responsibility of the contractor or vendor, to ensure that proper and completed paperwork is in hand.

**The documents required in order to process payment include, but are not limited to:**

1. Contractor Payment Request Forms
    - a. Homeowner's signature
    - b. Inspector's signature
    - c. Contractor's signature
  2. Certificate of Completion Forms
    - a. Homeowner's signature
    - b. Inspector's signature
    - c. Contractor's signature
  3. Change Order Form (if applicable)
    - a. Contractor's signature
    - b. Homeowner's signature
    - c. Risk Assessor's signature
    - d. IQCHHC Program Manager's signature
  4. Warranty Forms
  5. Program Match Form
  6. Promissory Note
  7. Project Land Use Agreement Form
  8. Project Recapture Agreement
  9. Project Itemized Invoice
  10. Project Work Write Up
  11. Final Lien Waivers
    - a. Filled out in its entirety
    - b. Signed
    - c. Notarized
  12. Contractor Sworn Statement
    - a. Filled out in its entirety
    - b. Signed
    - c. Notarized
6. General Requirements - The following requirements will exist for both reimbursements for mileage and for payment of invoices:
- a) All requests must be supported by actual copies of payrolls for the time period, invoices, bills, contracts, or other suitable documentation.

- b) Requests for reimbursement of mileage and for payment of invoices shall be listed by the same account classifications as those used on the forms provided by Moline.
  - c) Eligible expenses shall consist only of those items specifically detailed on the "City of Moline OLHCHH Detailed Budget" attached hereto as Appendix A and made a part hereof; or those expenses which, in the opinion of Moline, can reasonably be assumed to be implied by and necessary for the fulfillment of terms and conditions of this Agreement.
  - d) Moline will review all requests as to eligibility and will approve or disapprove each specific item on the request. If the items are not deemed, in the opinion of Moline, to be eligible for reimbursement or payment, the Member will be so notified and reimbursement will be reduced accordingly or payment of the invoice will be withheld.
  - e) Moline must be made aware of any anticipated expenses in excess of a budgeted line item(s). Moline will then make the determination if such expense can be reimbursed or payment can be made. Moline must also consult HUD. Approval of any such adjustment to the budget must be given by HUD.
  - f) All requests for budget amendments must be in writing and are subject to approval by Moline and HUD.
  - g) Any program income received from the use of LHR Program funds shall be reported on an annual basis by Moline. Any program income received shall be used to further the objectives of the applicable Office of Lead Hazard Control and Healthy Homes Program, in accordance with CFR 24 Part 84.25/85.25 as applicable. If program income is received after the term of this Agreement, such program income must be returned to HUD.
- B. The Members agree to maintain records and accounting systems in conformance with requirements of the U.S. Department of Housing and Urban Development and in conformance with generally accepted procedures and federal requirements. The Members agree to perform in accordance with all applicable requirements under Office of Management and Budget Circular A-110, "Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations", OMB Circular A-122, and "Cost Principles for Nonprofit Organizations."
- C. The Members agree that if any costs are shared jointly between two or more funding sources, it will maintain accounting records which substantiate the propriety of its method of distribution and shall otherwise comply with the provisions of OMB Circular A-87, Section J, "Cost Allocation Plan."

### **III. PROGRAM MANAGEMENT**

- A. The Members shall abide by Moline's policy for its projects procurement standards, provided procurement with funds provided under this Agreement comply with the standards set forth in OMB Circular A-110.
- B. The Members may use their own property management standards and procedures provided they observe the provisions of OMB Circular A-110.
- C. At any time during normal business hours and as often as Moline may deem necessary, there shall be made available to Moline records with respect to all matters covered by this Agreement. Moline or its authorized representative shall be allowed to audit, examine and make excerpts or transcripts from such records, including contracts, invoice materials, payrolls, records of personnel, and other data relating to matters covered by this Agreement.
- D. Any funds under this grant used for lead-based paint or lead-based paint hazard evaluation or control activities shall be conducted by firms and persons qualified for the activities according to 24 CFR Part 35, subpart R (possessing, as applicable, certification valid for the State in which the activity is conducted as abatement risk assessors, inspectors, abatement workers, or sampling technicians, or, for interim lead hazard control work, training in a HUD-approved course in lead-safe work practices), and that laboratories used for analysis of samples for lead in paint, soil or dust shall be recognized by the U.S. Environmental Protection Agency for the analysis of those samples under its National Lead Laboratory Accreditation Program.

### **IV. GRIEVANCE PROCEDURE**

Any complaint or grievance regarding any aspect of this Agreement shall follow the procedure outlined below:

- A. A complaint or grievance must be filed with Moline's Community Development Program Manager (CD Program Manager) within 72 hours of the event or occurrence which precipitated the complaint/grievance or it shall be void.
- B. Upon receipt of a written complaint/grievance, the CD Program Manager shall review the complaint and render a written decision within seven calendar days. The CD Program Manager's decision may be appealed by submitting a written notice of appeal to the Moline City Administrator within seven calendar days of the date of the CD Program Manager's decision.
- C. Upon receipt of the appeal, the Moline City Administrator shall review the case and render a decision within seven calendar days of the date the appeal is received.
- D. The Moline City Administrator's decision may be appealed by submitting a notice of appeal to the Chicago Area Office, Department of Housing and Urban Development within thirty (30) calendar days from the date the City Administrator issued his decision, or any time for

appeal set by HUD regulations or guidelines, whichever is later. The decision of the Department of Housing and Urban Development shall be final.

**V. DISCRIMINATION PROHIBITED**

The Members will comply with applicable Moline, State of Illinois, and Federal rules and regulations pertaining to Equal Employment Opportunity, including those of the State of Illinois Fair Employment Practices Commission. The Members further agree that it will comply with:

- A. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto (24 CFR Part 1), which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of federal financial assistance extended to the Member, this assurance shall obligate the Member, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- B. Title VIII of the Civil Rights Act of 1968 (P.L. 90-284) as amended, administering all programs and activities relating to housing and community development in a manner to affirmatively further fair housing in the sale or rental of housing, the financing of housing, and the provision of brokerage services within the Member's jurisdiction.
  1. Section 109 of the Housing and Community Development Act of 1974, and the regulations issued pursuant thereto (24 CFR 570.602), which provide that no person in the United States shall, on the grounds of race, color, national origin or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Community Development funds made available pursuant to the Act.
  2. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.C.C. 6101 et. seq.) or with respect to an otherwise qualified, handicapped individual as provided in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) shall also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.
- C. Executive Order 11063 (as amended by Executive Order 12259) and the implementing regulations at 24 CFR Part 107 which direct that all necessary and appropriate actions be taken to prevent discrimination because of race, color, religion (creed), sex, or national origin in the sale or rental of residential property and related facilities when such facilities are provided in whole or in part with federal assistance.
- D. Executive Order 11246 and the regulations issued pursuant thereto (41 CFR Chapter 60) provide that:

1. The Members shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Members shall take affirmative action to ensure that applicants for employment are employed, and that employees are treated, during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  2. The Members shall post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Members shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- E. Section 3 of the Housing and Urban Development Act of 1968, which provides that:
1. Work to be performed under this contract on any project assisted under a program providing direct federal financial assistance from the Department of Housing and Urban Development is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 170 u). Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project. The Members shall adopt appropriate procedures and requirements to assure good faith efforts toward compliance with the statutory directive. HUD regulations at 24 CFR Part 135 are not directly applicable to activities assisted under 24 CFR 570 but should be referred to as guidance in furthering statutory objectives

## **VI. POLITICAL ACTIVITY**

- A. The Members agree to comply with the provisions of Chapter 15 of Title V, United States Code (Hatch Act), with respect to the conduct of political activities by personnel employed by it and to the use of LHR Program Funds.
- B. The Members shall comply with the "Lobbying" provisions of OMB Circular A-122. These provisions make it unallowable for reimbursement of costs associated with most kinds of lobbying and political activities.
- C. The Members also agree that it shall not use resources provided herein to support or oppose, or to influence others to support or oppose, any candidate for elected office.



## **VII. CONFLICT OF INTEREST**

The Members agree to establish safeguards to prohibit employees from using positions for a purpose that is, or gives the appearance of being, motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

No Member, officer, or employees of the Member, or its designees or agents, or other person who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Agreement.

## **VIII. GENERAL CONDITIONS**

- A. Each Member hereby agrees to defend, indemnify and save harmless Moline from any and all claims of any nature for damages which may arise from the Member's performance of this Agreement.
- B. Acknowledgement and Disclaimer: All Official Products of Work, or any part thereof, and any Independent Products and Special Products, as those terms are defined by HUD, arising out of this instrument, when published by the grantee or other participants in the work, shall contain the following acknowledgement and disclaimer:  
  
"The work that provided the basis for this publication was supported by funding under a grant with the U.S. Department of Housing and Urban Development. The substance and findings of the work are dedicated to the public. The author and publisher are solely responsible for the accuracy of the statements and interpretations contained in this publication. Such interpretations do not necessarily reflect the views of the Government."
- C. Any Member may terminate this Agreement as to it within 30 days written notice to the other parties. In the event that any Member receives new or replacement funds from outside sources during the time of this Agreement, Moline reserves for itself the right to re-evaluate the services of the Member and the amount of Lead Hazard Reduction funds it receives hereunder to determine if said services can be adequately provided without the continued allocation of LHR Grant funds in whole or in part. If Moline so determines that some or all of the services of the Member can be provided without the further allocation of LHR Program Funds, Moline may, at its discretion, reduce or terminate funding to the Member under this Agreement.
- D. Suspension or termination of this Agreement may occur if the Member materially fails to comply with any term of this contract.

**IX. UNIFORM ADMINISTRATIVE REQUIREMENTS**

All provisions of 24 CFR Part 84, "Grants and Agreements with Institutions of Higher Education, Hospitals and other Non-Profit Organizations" apply to these grantees. These Members shall comply with all standard assurances, which were executed as part of the application process.

All provisions of 24 CFR Part 85, "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments" apply to these grantees. These Members shall comply with all standard assurances, which were executed as part of the City's application process.

For the full text follow these instructions (which were valid at the time of grant award; alternative methods may be required as determined by the Government Printing Office):

1. Go to the following web site: <http://www.gpoaccess.gov/cfr/>
2. Under Most Current Data, in the Quick Search block, for 24 CFR 84, enter "24CFR84" with quotation marks and without spaces; similarly, for 24 CFR 85, enter "24CFR85".

For 24 CFR 84, scroll down to (*24CFR84—Part 84—Uniform Administrative Requirements For Grants And Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations*). Click the word "text" to view the text file. For 24 CFR 85, scroll down to (*24CFR85—Part 85—Administrative Requirements for State, Local and Federally Recognized Indian Tribal Governments*). Click the word "text" to view the text file.

Members agree to comply with all requirements of the Grant, including HUD's OHHLHC Terms and Conditions for FY2018 Grants and Cooperative Agreements, a copy of which is attached hereto as Attachment "B".

**X. OTHER PROGRAM REQUIREMENTS**

Notwithstanding Moline's responsibilities with respect to the requirements listed below, each Member agrees to comply with the following requirements, when applicable:

- A. National Program for Minority Business Enterprise: Members agree to comply with the provisions of Executive Order 11625.
- B. Relocation and Acquisition: Members agree to comply with provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies of 1970 (42 U.S.C. 4601) and the regulations at 24 CFR 42, which may be amended from time to time.
- C. Environment: Members agree to comply with the Clean Air Act (42 U.S.C. 1857, et seq.), the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq.), and the provisions of the National Environmental Policy Act of 1969 (42 U.S.C. 4321, et seq.) and the regulations pursuant to these acts, when applicable.

- D. **Historic Preservation:** Members agree to comply with the National Historic Preservation Act (16 U.S.C. 470 et seq.) and regulations pursuant to it. Members agree to take into account the effect of the project for which Community Development funding is provided under this Agreement on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 24 CFR 570.604, to be eligible for inclusion in the National Register of Historic Places.
- E. **Labor Standards:** When applicable, Members agree to comply with the provisions of 24 CFR 570.603 and related requirements which may be issued from time to time by the Illinois Department of Labor. The Member shall include in all applicable construction contracts the provisions of federal law imposing labor standards on federally assisted construction, including, but not limited to residential projects for use by eight (8) or more families.
- F. **Architectural Barriers:** Members agree to comply with the Architectural Barriers Act of 1968 (42 U.S.C. 4151) when applicable and with handicapped access requirements of the Americans with Disabilities Act of 1990 and State of Illinois.
- G. **Cultural Environment:** Members agree to comply with the provisions of the Flood Disaster Act of 1973 (42 U.S.C. 4001, et seq.) (24 CFR 570.605) and regulations pursuant to it.
- H. **Employment and Contracting:** Members agree to comply with the employment and contracting opportunities at 24 CFR 570.607.
- I. Members also agree to comply with the following special requirements particular to the Lead Based Paint Hazard Control Grant Program. Members shall:
1. Comply with Section 1101 of Title X, Grants for Lead-Based Paint Hazard Reduction, as amended by section 217 of Public Law 104-134: Grantees shall provide assistance for housing which meets the following criteria:
    - a) For grants made to assist rental housing, at least 50 percent of the units must be occupied by or made available to families with incomes at or below 50 percent of the area median income level and the remaining units shall be occupied or made available to families with incomes at or below 80 percent of the area median income level, and in all cases the landlord shall give priority in renting units assisted under this section, for not less than 3 years following the completion of the lead abatement activities, to families with a child under the age of six years, except that building with five or more units may have 20 percent of the units occupied by families with incomes above 80 percent of area median income level.
    - (b) For grants made to assist housing owned by owner-occupants, all units assisted with grants under this section shall be the principal residence of families with income at or below 80 percent of the area median income level, and not less than 90 percent of the units assisted with grants under this section shall be occupied by a child under the age of six years or shall

be units where a child under the age of six years spends two hundred (200) hours per calendar year visiting.

2. Follow the written procedures for all phases of lead evaluation and control, which are consistent with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (hereafter known as the Guidelines).
3. Request and receive concurrence from the Lead Program Manager for deviations from the procedures described in the Guidelines. Such deviations may include thresholds for abatement hazard control or post abatement hazard control clean-up procedures, which differ from the HUD Guidelines.
4. Comply with appropriate HUD and EPA regulations regarding lead-based paint notification, disclosure, or work practices during lead hazard control activities.
5. Prohibit the use of open-flame burning, chemical strippers containing methylene chloride, dry scraping, uncontained hydroblasting or hydrowashing, uncontained abrasive blasting, machine sanding without HEPA attachments or heat stripping above 1100°F as work practices at any time.
6. Observe the procedures for worker protection established by the Federal Occupational Safety and Health Administration (29 CFR 1926.62 and/or 1910.1025, as applicable).
7. Dispose of waste resulting from lead hazard control activities in accordance with the requirements of the appropriate local, State, and Federal regulatory agencies. You must handle disposal of wastes from hazard control activities that contain lead-based paint, but are not classified as hazardous, in accordance with State or local law or the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing.
8. Conduct lead-based paint inspections, risk assessments, and clearance dust testing, according to the HUD Guidelines and the EPA lead hazards standards rule at 40 CFR 745.227(e)(8)(viii) and/or the HUD Lead Safe Housing Rule at 24 CFR 35, subpart R, as applicable. Wipe tests shall be conducted by an appropriately certified or licensed individual who may be independent of the lead hazard control Member. Dust-wipe samples, soil samples and any paint samples to be analyzed by a laboratory must be analyzed by a laboratory recognized by the EPA National Lead Laboratory Accreditation Program (NLAPP). Units or areas treated shall not be reoccupied until clearance is achieved.

Effective April 1, 2017, all existing OLHCHH LBPHC and LHRD grantees will use the following lead dust hazard and clearance action levels (or lower levels if required by their state regulations):

**New Lead Dust Hazard Action Levels:**

Floors:  $\geq 10 \mu\text{g}/\text{ft}^2$   
Window Sills:  $\geq 100 \mu\text{g}/\text{ft}^2$

**New Lead Clearance Action Levels:**

Interior Floors:  $< 10 \mu\text{g}/\text{ft}^2$   
Porch Floors:  $< 40 \mu\text{g}/\text{ft}^2$   
Window Sills:  $< 100 \mu\text{g}/\text{ft}^2$   
Window Troughs:  $< 100 \mu\text{g}/\text{ft}^2$

9. Test and record blood-lead levels of all children under the age of six occupying affected units within 6 months prior to the remediation of lead hazards. Centers for Disease Control and Prevention (CDC) recommendations for blood lead testing are to be followed. Children with elevated blood levels (EBL'S) shall be referred for appropriate treatment and follow-up medical care.
10. Cooperate with any federally sponsored or endorsed monitoring or evaluation efforts done in conjunction with the lead hazard control activities under this program. This includes collecting data on the relative cost and effectiveness of hazard control methods and providing documentation of all testing, inspection, and hazard control actions.
11. If a grantee operates a loan program with the funds provided under this grant, any revenue recaptured from the loan repayments must be reported to the City and must only be used for lead-based paint abatement or hazard control activities.
12. As required by HUD's Office of Healthy Homes and Lead Hazard Control (OHHLHC) Office Policy Guidance Issuance 2000-01 dated February 24, 2000 *Revised Environmental Review Procedures and Requirements*, the HUD Form 7015.15, Request for Release of Funds & Certification must be submitted to the HUD OHHLHC and approved before any lead hazard control activities which involve physical intervention in a housing unit can begin. Lead hazard control activities include the conduct of inspections and risk assessments.
13. Comply with the OHHLHC Policy Guidance Issuances that pertain to specific work practice, management, or reporting requirements.
14. Provide a copy of all lead-based paint inspection, risk assessment, and clearance test reports to the property owner in order for the property owner to comply with disclosure requirements required under 24 CFR Part 35, Subpart A. The letter transmitting these reports must include the statement shown below:

**"The Federal Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. 4852d, requires sellers and landlords of most residential housing built before 1978 to disclose all available records and reports concerning lead-based paint**

and/or lead-based paint hazards, including the test results contained in this notice, to purchasers and tenants at the time of sale or lease or upon lease renewal. This disclosure must occur even if hazard reduction or abatement has been completed. Failure to disclose these test results is a violation of the U.S. Department of Housing and Urban Development and the U.S. Environmental Protection Agency regulations at 24 CFR Part 35 and 40 CFR Part 745 and can result in a fine of up to \$11,000 per violation. To find out more information about your obligations under federal lead-based paint requirements, call 1-800-424-LEAD.”

15. Conform to the City of Moline Ethics Policy hereby incorporated as a part of this document as referenced in Attachment “C”.

## **XI. MISCELLANEOUS**


- A. This Agreement may be executed in any number of counterparts, each of which counterparts, once executed and delivered, shall be deemed to be an original and all of which counterparts taken together, shall constitute but one and the same Agreement. This Agreement may be executed by any party by original signature, facsimile and/or electronic signature.
- B. This Agreement shall be interpreted under the laws of the State of Illinois and any action brought to enforce or interpret any of its provisions or otherwise involving this Agreement must be filed in a Rock Island County, Illinois, court of competent jurisdiction.
- C. If any provision of this Agreement is invalid for any reason, such invalidation shall not effect other provisions of this Agreement which can be given effect without the invalid provision; and to this end, the provisions of this Agreement are to be severable. If any section or part of this Agreement shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional, and the remainder of the Agreement shall be considered binding on the parties.
- D. The parties understand and agree that this written Agreement shall be considered the entire Agreement between them and no other agreements whether provided written or orally shall be enforceable. This Agreement may only be amended by written agreement signed by both parties. The Borrower may not assign this Agreement without written consent from the City, which may be withheld in the City’s sole discretion.

IN WITNESS WHEREOF, the City of Moline and the Cities of Rock Island, East Moline, and Silvis, Project Now, Inc., and the Rock Island County Health Department have executed this Agreement as of the date first above written.

CITY OF MOLINE

By:  \_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
City Clerk

Member  
City of Rock Island, Illinois

By: 

Name: Randall D. Tweed

Title: City Manager



**Member  
City of East Moline, Illinois**

By: Reggie Freeman

Name: Reggie Freeman

Title: Mayor

Member  
City of Silvis, Illinois

By: James L. Crawford

Name: James L. Crawford

Title: Director/Admin

Member  
Project Now, Inc.

By: Maureen Hart

Name: Maureen Hart

Title: Executive Director

Member  
Rock Island County Health Department

By: Nita Ludwig

Name: Nita Ludwig

Title: Public Health Administrator

Council Bill/Special Ordinance No. 1054-2022

Sponsor: \_\_\_\_\_

A RESOLUTION

**AUTHORIZING** the Mayor and City Clerk to approve a Programmatic Agreement (“Agreement”) between the City of Moline (“City”), the Illinois State Historic Preservation Officer (“SHPO”), and the Advisory Council on Historic Preservation (“ACHP”) for certain programs of the U.S. Department of Housing and Urban Development (“HUD”) and the Illinois Housing Development Authority (“IHDA”) to be administered by the City for the period of April 1, 2022 through March 31, 2027.

WHEREAS, the City has determined that the implementation of its Lead-Based Paint Hazard Reduction Program and other HUD and certain IHDA programs, as enumerated in Appendix A, may have an effect on historic and potentially historic properties; and

WHEREAS, the City is a direct recipient of funds from the IHDA, as enumerated in Appendix B, and projects that receive such funds are subject to under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180); and

WHEREAS, collectively, these programs are administered by the City’s Planning and Development Department (“Department”) and encompass a variety of activities, including rehabilitation, new construction demolition, infrastructure improvements, and other eligible activities; and

WHEREAS, as used herein, the term “Illinois State Historic Preservation Officer” (SHPO) means the Illinois governmental official appointed or designated pursuant to section 101(b)(1) of the Act to administer the State Historic Preservation Program or a representative designated to act for the SHPO (see 36 C.F.R. § 800(v)); and

WHEREAS, the responsibilities of the SHPO under Section 106 and 36 C.F.R. Part 800 are to advise, assist, review, and consult with federal agencies as they carry out their historic preservation responsibilities, and to respond to federal agencies’ requests within a specified period of time; and

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

WHEREAS, the City and the SHPO agree that projects receiving state funds from IHDA under the programs enumerated in Appendix B shall be subject to the terms of this Agreement, in accordance with 17 IAC 4180.650; and

WHEREAS, the Department has consulted with the SHPO pursuant to Section 106 as well as consulting with the SHPO pursuant to the Lead-Based Paint Poisoning Prevention Act, as

Council Bill/Special Ordinance No. 1054-2022

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amended (42 U.S.C. § 4821) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. § 4851) and their implementing regulations, "General Lead-Based Paint Requirements and Definitions for All Programs" (24 CFR Part 35); and


WHEREAS, the Department and SHPO have determined that the Department can more effectively fulfill its Section 106 and 707 review responsibilities for the specified HUD-funded activities and other responsibilities on behalf of other jurisdictions with whom it has intergovernmental agreements, if a programmatic approach is used to delegate Section 106, Section 707, and other compliance responsibilities to the Department; and

WHEREAS, in accordance with 36 CFR 800.14(b)(2), the Department invited the ACHP to participate in the consultation to establish this Agreement, and on June 2, 2011, the ACHP chose not to participate in the consultation

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MOLINE, ILLINOIS, as follows:

That the Mayor and City Clerk are hereby authorized to approve a Programmatic Agreement between the City of Moline, the Illinois State Historic Preservation Officer, and the Advisory Council on Historic Preservation for certain programs of the U.S. Department of Housing and Urban Development and the Illinois Housing Development Authority administered by the City of Moline for the period of April 1, 2022 through April 1, 2027; provided said Agreement is substantially similar in form and content to that attached hereto and incorporated herein by this reference thereto as Exhibit "A" and has been approved as to form by the City Attorney.

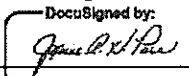
CITY OF MOLINE, ILLINOIS

DocuSigned by:  
  
\_\_\_\_\_  
Mayor 8818AB8EFE254D4...

March 29, 2022  
Date

Passed: March 29, 2022

Approved: April 5, 2022

Attest:   
\_\_\_\_\_  
1A0D238480218424  
City Clerk