

**MEMORANDUM OF AGREEMENT BETWEEN  
CITY OF ROCK ISLAND  
AND THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE REHABILITATION AT 816 21<sup>ST</sup> STREET, ROCK ISLAND,  
ILLINOIS (SHPO LOG #016031924)**

**WHEREAS**, the City of Rock Island (Agency) plans to undertake the Rehabilitation of House at 816 21<sup>st</sup> Street (Building); and

**WHEREAS**, the project is being considered under the Home Repair and Accessibility Program (HRAP), which is supported by funds from the Illinois Affordable Housing Trust Fund administered by the Illinois Housing Development Authority (IHDA), thereby making the project an Undertaking subject to review under the Illinois State Agency Historic Resources Preservation Act (20 ILCS 3420) and its implementing rules (17 IAC 4180) (Act); and

**WHEREAS**, the Agency 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 19, 2024 the Agency determined that the Building at 816 21<sup>st</sup> Street is listed on the National Register of Historic Places (NRHP) as a contributing building in the Broadway Historic District; and

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

**NOW, THEREFORE**, the Agency 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 properties.

**STIPULATIONS**

**I. MITIGATION**

- A. The Agency's staff shall take an online training on The Secretary of the Interior's Standards for Rehabilitation. Upon completion of the training, the Agency shall submit a written summary (not to exceed one-page) regarding what was learned from the training and how it can be applied to future rehabilitation projects.
- B. The Agency agrees to host a future workshop in Rock Island conducted by the Officer or their designee regarding historic preservation tax incentives.

There shall be no timeline for completing this action.

- C. The Agency shall conduct a study, develop a report, and make a recommendation(s) regarding local funding assistance and/or incentives for historic preservation rehabilitation projects in the City. This report shall identify examples of funding mechanisms from other communities and provide a recommendation on what alternatives the City should pursue if any. The Agency shall provide a copy of the report to the Historic Preservation Commission, the City Council, and the Officer.

## II. DURATION

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

## III. POST-REVIEW ENCOUNTERS

If potential historic properties are encountered or unanticipated effects on historic properties found, the Agency shall consult with the Officer immediately and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated encounter of human remains or burials, the Agency understands and agrees that it must immediately stop work within the area of encounter, consult with the Officer, and comply with the Human Remains Protection Act (20 ILCS 3440) and its implementing rules (17 IAC 4170) as administered by IDNR, which provides that no human remains shall be disturbed without a permit issued by IDNR.

## IV. MONITORING AND REPORTING

Each year following the execution of this Agreement until it expires or is terminated, Agency 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 Agency'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 Agency 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 Agency'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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SIGNATORY

City of Rock Island (Agency)

Signature:  Date: 10-3-24

Name: Todd Thompson

Title: City Manager

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**SIGNATORY**

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (OFFICER)

By: Carey L. Mayer Date: 10/4/2024  
Carey L. Mayer, AIA  
Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources