

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE UNITED STATES ARMY CORPS OF ENGINEERS, ROCK ISLAND DISTRICT  
AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICE  
REGARDING  
THE ILLINOIS WATER WAY PROJECT OFFICE  
PEORIA, IL**

This Memorandum of Agreement (MOA) is made as this 13<sup>th</sup> day of June 2025, by and among the U.S. Army Corps of Engineers (USACE), which will act as the lead agency, and the Illinois State Historic Preservation Office (SHPO) pursuant to the 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act of 1966 (NHPA) as amended.

**WHEREAS**, the USACE opened a boatyard and marine ways at Peoria in 1913 for the maintenance of its boat and barge fleet, and was termed the Illinois Waterway (IWW) Project Office at the beginning of the 1980s; and

**WHEREAS**, the IWW Project Office is located at 257 Grant Street, Peoria, Illinois and was designed to be an adaptable property suited for its mission of maintaining the waterway system through the responsibilities of keeping the waterway open, controlling floods, assisting in bridge removals, caring for reservoirs, and maintaining locks and dams; and

**WHEREAS**, an architectural and engineering resource survey of the IWW was conducted in 1996 and recognized the IWW Project Office as an eligible historic district with nine contributing resources. Of these listed contributing resources, the USACE disposed of three listed vessels and removed the steel rails, a character defining feature of the Marina Ways between the 1990s and early 2000s; and

**WHEREAS**, the IWW Project Office was listed as a historic district on the National Register of Historic Places (NRHP) in 2004, significant under Criterion A, for its contribution to the long term maritime, transportation, and industrial history of the IWW and its association with the maintenance and operation of the IWW lock and dam facilities with a period of significance between 1913-1952. The IWW Project Office historic district consists of ten contributing resources; the Marine Ways, the Boat harbor, three water resources – *the Perkin*, *the Atlas*, and *Derrick Boat No. 3*, Storage building No. 304, the Storehouse & Carpentry Shop, Garage No. 303, and Paint sheds No. 1 & No. 2. The IWW Project Office is also included within the Illinois Waterway Navigation System Facilities Multiple Properties Listing; and

**WHEREAS**, the USACE fulfilled Section 106 compliance with projects in 2011, 2013, and 2015. In 2011, new additions and rehabilitation were conducted. The USACE entered into a Memorandum of Agreement (MOA) with the SHPO in 2013 to mitigate the Adverse Effects of filling in a portion of the Boat Harbor and the Marine Ways. Mitigation included the creation of a historic context of the IWW Project Office. In 2015, the security office was demolished and reconstructed; and

**WHEREAS**, in 2018 the USACE completely filled the Boat harbor and constructed a sheet pile wall along the new Office Building and what previously was the entrance to the Boat harbor. At this time no documentation has been found to verify that Section 106 was completed for the 2018 work. In 2022, Garage No. 303 was demolished. In 2023, an open barrel shell structure with a concrete slab foundation was constructed within the Marina Ways; and

**WHEREAS**, the USACE plans to fund the construction of a new modified diaphragm sheet pile wall along the existing Shop Building 306 to replace the existing anchored sheet pile wall that is structurally failing (Undertaking). The new sheet pile wall will extend within the Marina Ways area that does not

have a wall and is considered a continuation of the 2018 sheet pile construction; and

**WHEREAS**, USACE has defined the Undertaking's Area of Potential Effects (APE) as limited to the IWW Project Office Historic District boundaries and has applied the criteria of adverse effect in 36 CFR 800.5 (d)(2), and determined that the proposed undertaking and previous work in 2018 and 2023 may have an adverse effect on the IWW Project Office Historic District; and

**WHEREAS**, the USACE has removed or altered six of the ten original contributing resources of the IWW Project Office Historic District and the cumulative effects of the USACE's past undertakings have caused the historic district to lose its integrity. The USACE has determined that the IWW Project Office Historic District is no longer eligible for the NRHP in accordance with 36 CFR § 60.15 (a) (1) and will proceed with the delisting process, and has consulted with the SHPO pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

**WHEREAS**, the public was notified of the proposed MOA and given an opportunity to comment on the draft MOA in notices published in the District website on March 24<sup>th</sup>, 2025 with no comments received; and

**WHEREAS**, the USACE has notified the Advisory Council on Historic Preservation (ACHP) of its findings of adverse effects and determination of loss of eligibility for the NRHP, and ACHP has chosen not to participate in the consultation; and

**NOW, THEREFORE**, USACE and the SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

## **STIPULATIONS**

USACE shall ensure that the following measures are carried out:

### **I. MITIGATION**

A. Within two (2) years of the execution of this MOA, USACE will begin measures to train Operational staff and Project Managers working directly with listed and eligible sites within the Rock Island District (District). Two trainings will be offered to staff. The first one-hour training is for staff to understand the basics of Historic Preservation, the Section 106 process, and the District's responsibility in maintaining such sites. The Second training will focus on historic properties and those historic properties located within the District. Training will either be provided by a qualified Secretary of the Interior standard professional from either USACE or SHPO.

1. USACE will provide each training at least twice a year to accommodate the number of staff that require the training as well as include new District employees. The District is responsible for completing training for staff within three (3) years from when the first training is held.
2. Fulfillment of Stipulation I Subsection A will be met by confirmation of the completed training information being sent to the SHPO.

B. USACE will identify two historic properties within the District that are listed on the National Register of Historic Places (NRHP) and update their nomination forms.

1. Updated nomination forms will be prepared by a person or persons who meet the Secretary of the Interior's Historic Preservation Professional Qualification Standards for history or

architectural history (Qualified Professional).

2. Updated nominations will be completed within five (5) years from the executed date of this MOA.

## **II. DURATION**

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, USACE may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

## **III. POST-REVIEW DISCOVERIES**

A. Should any previously unknown cultural resources be discovered during implementation of the proposed Undertaking, once notified, the USACE will cease all work within 50 feet of the discovery and notify SHPO. In consultation with SHPO, the USACE will develop a discovery plan, agreed to by SHPO, prior to the resumption of construction activities immediately in and adjacent to the discovery area. Based on the nature of the discovery, the USACE will determine if federally recognized tribes or other parties should be invited to participate in the consultation process.

B. All activities implemented under this MOA shall be undertaken on federal land. Should any human remains be discovered, the USACE will cease all work within 50 feet of the discovery and shall comply with all provisions of the Native American Graves Protection and Repatriation Act of 1990, 25 U.S.C.A 3001 et seq.

## **IV. DISPUTE RESOLUTION**

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, USACE shall consult with such party to resolve the objection. If USACE determines that such objection cannot be resolved, USACE will:

A. Forward all documentation relevant to the dispute, including the USACE's proposed resolution, to the ACHP. The ACHP shall provide USACE with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, USACE shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP or SHPO and provide them with a copy of this written response. The USACE will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day period, USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USACE shall prepare a written response that takes into account any timely comments from SHPO regarding the dispute and provide the ACHP with a copy of such written response.

C. The USACE's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

## **V. AMENDMENTS**

This MOA 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 signed by all of the signatories is filed with the ACHP.

## **VI. TERMINATION**

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, USACE must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. USACE shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the USACE and SHPO and implementation of its terms evidence that USACE has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

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PEORIA, IL**

**SIGNATORY:**

**UNITED STATES ARMY CORPS OF ENGINEERS, ROCK ISLAND DISTRICT**

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**Colonel Aaron M. Williams, Rock Island District Commander**

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**SIGNATORY:**

**ILLINOIS STATE HISTORIC PRESERVATION OFFICE**

*Carey L. Mayer*

**. Date:** 7/17/2025

**Carey Mayer, Deputy State Historic Preservation Officer**