MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS,
ROCK ISLAND DISTRICT
AND THE
ILLINOIS STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
CITYOF COLONA SOUTH 3rd STREET CROSSING OF THE HENNEPIN CANAL
PROJECT LOCATED IN HENRY COUNTY, ILLINOIS

WHEREAS, in accordance with Section 106 of the National Historic Preservation Act of 1966, as amended, the U.S. Army Corps of Engineers, Rock Island District (District) proposes to grant a permit (CEMVR-OD-2014-0492) in accordance with Section 404 of the Clean Water Act of 1972 (33 U.S.C. 1344) to the City of Colona (City) to undertake the relocation of a sewer line and construction of a crossing of the Hennepin Canal at South 3rd Street in the City of Colona, Henry County, Illinois; and,

WHEREAS, the District has consulted with the Illinois State Historic Preservation Office (SHPO) and has determined that the "area of potential effects" (APE) for the undertaking is the same as the Permit Area and is shown on Appendix A [33 CFR 325, Appendix C 1(g) and 36 CFR 800.4(a)(1)]; and,

WHEREAS, the District has consulted with the Illinois Department of Natural Resources (IDNR) owns and manages the Hennepin Canal regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a concurring party; and

WHEREAS, the District has consulted with the City of Colona regarding the effects of the undertaking on historic properties and has invited them to sign this MOA as a concurring party, and

WHEREAS, the Hennepin Canal is listed on the National Register of Historic Places and no other properties of historic, architectural or archaeological significance exist within the permit area, nor are human remains likely to be encountered; and

WHEREAS, the District has determined, and SHPO concurs that the proposed relocation of a sewer line and construction of a crossing of the Hennepin Canal at South 3rd Street in the village of Colona constitutes an adverse effect; and

WHEREAS, all parties mutually agree that there is no prudent or feasible alternative to the project as originally proposed, and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the Corps has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the Corps and the Illinois 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

I. TERMS

A. The Corps shall ensure that issuance of Permit No. CEMVR-OD-P-2014-492 to the City is withheld until this Memorandum of Agreement (MOA) has been executed by all signatories.

B. In the location that the existing sewer line is removed, the cross section of the Hennepin Canal shall be restored to match its surroundings. Plans and specifications shall be provided to the SHPO for review and written approval prior to construction bidding.

II. **DURATION**

This MOA will be null and void if its terms are not carried out within two (2) years from the date of its execution. Prior to such time, the Corps may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IV below.

III. **DISPUTE RESOLUTION**

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

A. Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the Advisory Council on Historic Preservation (ACHP). The ACHP shall provide the Corps 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, the Corps shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The Corps 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 time period, the Corps may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Corps shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

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

IV. 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.

V. 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 parties to attempt to develop an amendment per Stipulation IV, above. If within thirty (30) days 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, the Corps must either (a) execute an MOA pursuant to 26 CFR § 800.6 or (b) request, take into account and respond to the comments of the ACHP under 36 CFR § 800.7. The Corps shall notify the signatories as to the course of action it will pursue.

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

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SIGNATORY:

United States Army Corps of Engineers, Rock Island District

_____ Date

Colonel, US Army
Commander and District Engineer

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Illinois State Historic Preservation Officer

_____ Date 7·31·14
Ms. Anne Haaker
Deputy State Historic Preservation Officer
Illinois Historic Preservation Agency

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CONCURRING PARTY:

Illinois Department of Natural Resources

_____ Date

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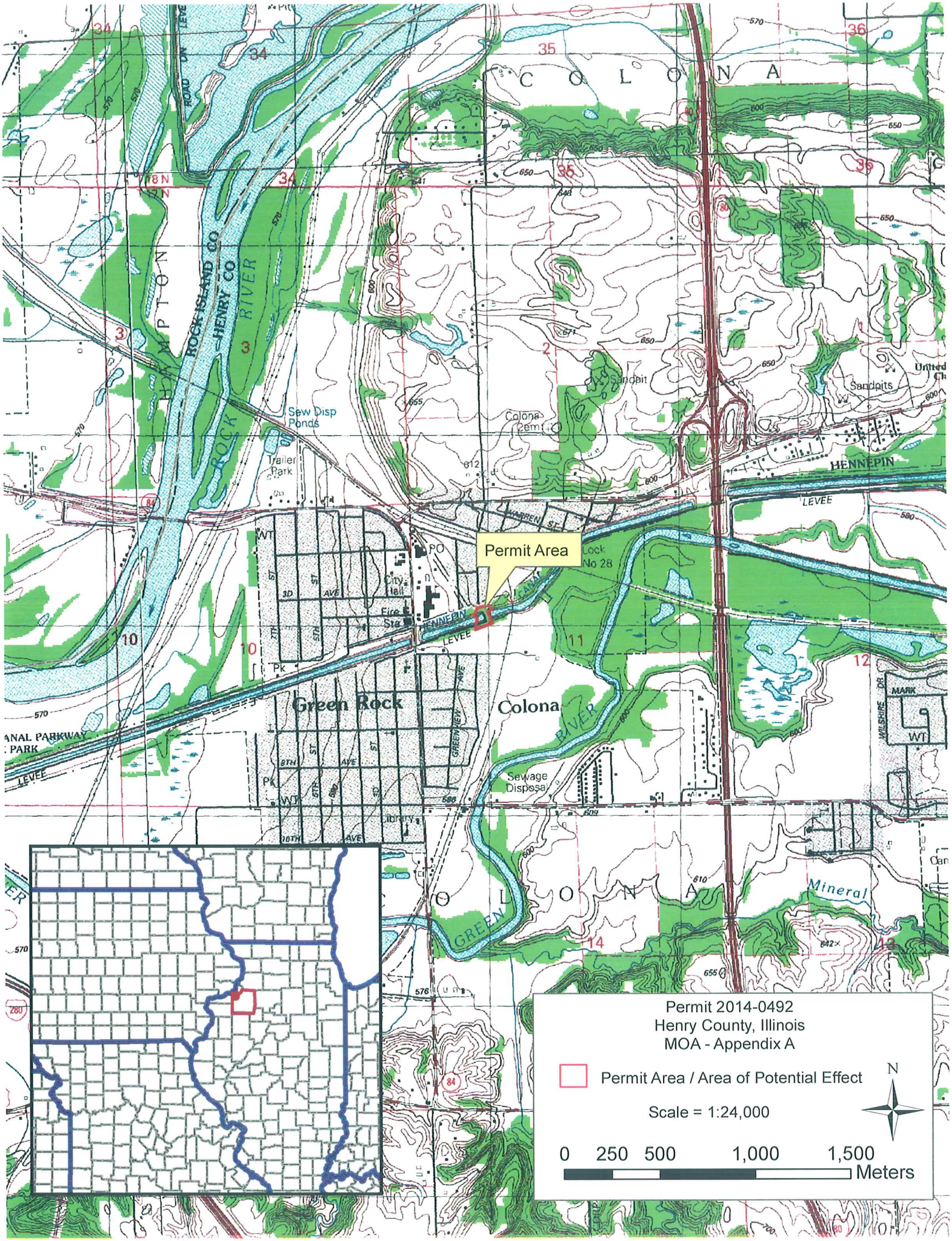
CONCURRING PARTY:

City of Colona

_____ Date

Appendix A
Definition of the Project Area of Potential Effects / Permit Area


Permit Area
Permit 2014-0492
Henry County, Illinois
MOA - Appendix A
Permit Area / Area of Potential Effect
Scale = 1:24,000
0 250 500 1,000 1,500
Meters
N
Green Rock
Colona
ROCK RIVER
ROCK ISLAND CO
HENRY CO
HENNEPIN
LEVEE
Sew Disp Ponds
Trailer Park
Colona Cem
Sandpit
Sandpits
Lock No 28
City Hall
Fire Sta
Sewage Disposal
Library
Mineral
GREEN RIVER
ANAL PARKWAY
PARK
C O L O N A