MEMORANDUM OF AGREEMENT
AMONG
THE UNITED STATES ARMY GARRISON – ROCK ISLAND ARSENAL
AND
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICER
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
THE DEMOLITION OF BUILDING 105 – BOILER HOUSE C
AT ROCK ISLAND ARSENAL IN ROCK ISLAND, ILLINOIS

WHEREAS, the United States Army Garrison – Rock Island Arsenal (USAG–RIA) plans to demolish Building 105 (Boiler House C) at Rock Island Arsenal (RIA) in response to the Department of Defense Facility Investment Strategy and Facility Reduction Program guidance, which direct the reduction of excess infrastructure on military installations, and an analysis of alternative uses was developed, with the result that no feasible alternative was found; and

WHEREAS, the USAG-RIA, in consultation with the Illinois State Historic Preservation Office (IL SHPO), has determined that the area of potential effect (APE) for this undertaking is Building 105 and its footprint, and Building 104 (Shop C); and

WHEREAS, the USAG-RIA has determined that the undertaking will have an adverse effect on the RIA Historic District and the RIA National Historic Landmark, which are listed in the National Register of Historic Places, and has consulted with the IL SHPO, pursuant to 36 CFR Part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (54 USC § 306108); and

WHEREAS, the USAG–RIA has consulted with the Ho–Chunk Nation, the Kickapoo Tribe in Kansas, the Kickapoo Tribe of Oklahoma, the Miami Tribe of Oklahoma, the Peoria Tribe of Indians of Oklahoma, the Citizen Potawatomi Nation, the Prairie Band Potawatomi Nation, the Sac and Fox Nation of Mississippi in Iowa, the Sac and Fox Nation of Missouri in Kansas and Nebraska, the Sac and Fox Nation (in Oklahoma), and the Winnebago Tribe of Nebraska, for which the island of Rock Island Arsenal potentially has religious or cultural significance, and has invited the Tribes to review and comment on the terms of this MOA; and

WHEREAS, the USAG-RIA has consulted with the National Park Service – Midwest Region Landmarks Coordination Office, and has invited them to review and comment on the terms of this MOA; and

WHEREAS, the USAG–RIA has invited the Colonel Davenport Historical Foundation, the Rock Island County Historical Society, and the Rock Island Arsenal Historical Society to consult on this undertaking, with the result that no replies were received; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the USAG-RIA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, the USAG–RIA, the IL SHPO, and the ACHP concur that the interior of Building 105 is deteriorated beyond normal repair, and is a hazard to human health and safety due to collapsed portions of underground exhaust tunnels and to the presence of accumulated pigeon droppings;

NOW, THEREFORE, the USAG-RIA, the IL SHPO, and the ACHP 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

The USAG-RIA shall ensure that the following measures are carried out:

I MITIGATION MEASURES

A. Prior to demolition of the building, the USAG-RIA shall ensure that the following documentation of Building 105 is provided to the IL SHPO in the approved Illinois Historic American Building Survey (IL HABS) Level III (located at Appendix A) format:

1. The entire building exterior shall be photo-documented. Photographs shall be archival quality and produced in high resolution digital format. Photographs shall be 5" x 7" in dimension and shall be printed on archivally stable paper.

2. A history of the building and its significance to the RIA Historic District and RIA National Historic Landmark District in IL HABS outline format.

3. Copies of any original drawings or sketches shall be provided. Items shall be copied full size at no less than 400 DPI resolution.

4. One original report and one digital copy of the report on archival grade gold compact disc shall be forwarded to the IL SHPO for archiving. A set of the original report shall be retained by the USAG-RIA Cultural Resource Manager (CRM).

B. The USAG-RIA shall require the demolition contractor to salvage the limestone blocks used during construction of the smokestack, and not damage these stones during demolition activities. These stones shall be retained by the USAG–RIA and stored for use in future rehabilitation projects to the RIA stone buildings as appropriate. Upon completion of removal of the limestone blocks, the USAG-RIA shall provide the IL SHPO with a list of limestone block sizes retained.

C. The USAG–RIA may initiate the procurement of demolition funding prior to completion of mitigation measures, but the USAG–RIA shall ensure that the 95% completed IL HABS Level III report is accepted in writing by the IL SHPO prior to initiating demolition activities.

II UNANTICIPATED DISCOVERIES

In the event that previously unidentified historic properties or adverse effects are encountered during demolition, the USAG–RIA shall require the demolition contractor to cease work in the immediate area of the discovery and in any adjacent areas, and the CRM shall be notified immediately. The CRM shall notify the IL SHPO of the discovery, along with summary documentation of the area, the nature of the discovery, and where appropriate, recommendations for treatment within 48 hours of the discovery. The IL SHPO shall provide any comments on the recommendations for treatment within 48 hours of notification. All other project activities not in the area of discovery, or lacking the potential to impact the area of discovery, may proceed without interruption.

III DISPUTE RESOLUTION

A. Should any signatory 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 USAG–RIA shall consult with such party in order to resolve the objection. If the USAG–RIA determines that such objection cannot be resolved, the USAG–RIA shall:

1. Forward all documentation relevant to the dispute, including the USAG–RIA's proposed resolution, to the ACHP. The ACHP shall provide the USAG–RIA with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the USAG–RIA shall prepare a written response that takes into account any timely advice or comments received from the ACHP and all other signatories to this MOA regarding the dispute, and shall provide them with a copy of such written response. The USAG–RIA shall then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within 30 calendar days of receiving adequate documentation, the USAG–RIA may make a final decision on the dispute and proceed accordingly. Prior to reaching such final decision, the USAG–RIA shall prepare a written response that takes into account any timely comments received from signatories to this MOA regarding the dispute, and shall provide them and the ACHP with a copy of such written response.

3. The USAG–RIA's responsibility to carry out all other actions subject to the terms of this MOA that are the subject of the dispute shall remain unchanged.

B. Should any member of the public raise a timely and substantive objection pertaining to the manner in which the terms of this MOA are carried out at any time during its implementation, the USAG–RIA shall take the objection into account by consulting with the objector in order to resolve the objection. When the USAG–RIA responds to such an objection, it shall notify all consulting parties of the

objection and the manner in which it was resolved. The USAG–RIA may request the assistance of one or more of the consulting parties in order to resolve the objection.

IV DURATION

This MOA shall be null and void if its terms are not carried out within five years from the date of its execution by all signatory parites. Prior to such time, the USAG-RIA may consult with all signatories to this MOA in order to reconsider the terms of the MOA and amend it in accordance with Stipulation V of this agreement.

V AMENDMENTS

This MOA may be amended when such an amendment is agreed upon in writing by all signatories to this MOA. The amendment shall be effective on the date that a copy signed by all signatories to this MOA 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 parties in order to attempt to develop an amendment in accordance with Stipulation V of this agreement. If, within 30 calendar days (or another time period agreed to by all signatories to this MOA), an amendment cannot be reached, any signatory to this MOA may terminate this MOA upon written notification to all other signatories to this MOA.

A. Once the MOA is terminated, and prior to continuing work on the undertaking, the USAG-RIA must either:

   1. Execute an MOA pursuant to 36 CFR § 800.6; or

   2. Request, take into account, and respond to all comments made by the ACHP under 36 CFR § 800.7.

B. The USAG-RIA shall notify in writing all signatories to this MOA as to the course of action that it will pursue.

VII ANTI–DEFICIENCY ACT

The obligations of the USAG–RIA under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti–Deficiency Act. The USAG–RIA shall make reasonable and good faith efforts to secure the necessary funds in order to implement this MOA in its entirety. If compliance with the Anti–Deficiency Act alters or impairs the ability of the USAG–RIA to implement the stipulations of this agreement, the USAG–RIA shall consult with all signatories to this MOA in accordance with the amendments and termination procedures found at Stipulations V and VI of this agreement.

VIII SIGNATORY PARTIES

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

SIGNATORY PARTIES

United States Army Garrison – Rock Island Arsenal

13 Oct 15

Elmer Speights, Jr.
Colonel, AR
Garrison Commander
Rock Island Arsenal

Date

Illinois State Historic Preservation Office

11-2-15

Rachel Leibowitz, Ph.D.
Deputy State Historic Preservation Officer
Preservation Services Division
Illinois Historic Preservation Agency

Date

Advisory Council on Historic Preservation

12/30/15

John M. Fowler
Executive Director
Advisory Council on Historic Preservation

Date