

**AMENDED MEMORANDUM OF AGREEMENT  
BETWEEN THE FEDERAL HIGHWAY ADMINISTRATION, THE US ARMY CORPS OF ENGINEERS,  
AND THE WASHINGTON  
STATE HISTORIC PRESERVATION OFFICER PURSUANT TO 36 CFR Part 800.6(a)  
REGARDING THE SR 167 PUYALLUP TO SR 509 PROJECT, PIERCE COUNTY, WASHINGTON**

**WHEREAS**, the US Department of Transportation, Federal Highway Administration (FHWA) has provided financial assistance to the Washington State Department of Transportation (WSDOT) for the SR 167 Puyallup to SR 509 Project (the undertaking) between SR 161 (Meridian Street North) in Puyallup and SR 509 in Tacoma, located in Pierce County, Washington, Federal Aid Project No. STPUL-0167(026); and

**WHEREAS**, FHWA has provided financial assistance to WSDOT for the first phase of the undertaking, Aid Project No. BR-0167(047); and

**WHEREAS**, the undertaking's design has been modified since the amended agreement was signed in 2009, thus warranting this amended agreement; and

**WHEREAS**, WSDOT conducted cultural resources surveys in the area of potential effects (APE), as documented by Luttrell (2004)<sup>1</sup>, and Kiers and Holstine (2012)<sup>2</sup>.

**WHEREAS**, FHWA has determined, and the State Historic Preservation Officer (SHPO) has concurred, that the undertaking as presently designed will have an adverse effect upon the following properties determined to be eligible for inclusion in the National Register of Historic Places (NRHP):

- Thomas and Lynn Novotney House at 7001 20<sup>th</sup> St. E (DAHP #27-4125, WSDOT #P202)
- George Dill House at 7717 Valley Ave. East (DAHP #27-4114, WSDOT # P239)
- Puyallup River Bridge #167/20E (Meridian Street) steel truss

**WHEREAS**, FHWA has notified the Advisory Council on Historical Preservation (ACHP) of the undertaking's effects pursuant to 36 CFR Part 800.6(a)(i), effective January 11, 2001, implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

**WHEREAS**, ACHP has declined to participate, but requests that pursuant to 36 CFR 800.6(b)(iv), a Memorandum of Agreement (Agreement) be developed in consultation with SHPO, and related documentation be filed with ACHP at the conclusion of the consultation process; and

**WHEREAS**, a Department of the Army permit, pursuant to Section 10 of the Rivers and Harbors Act of 1899 and Section 404 of the Clean Water Act, will be required from the United States Army Corps of Engineers, Seattle District (COE), to conduct activities related to the construction of the undertaking, and the COE has participated in the consultation; and

**WHEREAS**, WSDOT has participated in the consultation; and

**WHEREAS**, formal Section 106 consultation pursuant to 36 CFR 800.2(a)(4) was initiated with the Puyallup Tribe in 2000, and with the Muckleshoot Indian Tribe, Squaxin Island Tribe, and Yakama Nation in 2012.

**NOW, THEREFORE**, FHWA, SHPO, DAHP, COE, WSDOT, and the interested Tribes agree that the undertaking shall be implemented in accordance with the following stipulations, in order to take into account the effects of the undertaking on historic properties.

### **STIPULATIONS**

FHWA will ensure that the following measures are carried out:

1. Historic Property Documentation:

- A. WSDOT will complete Level 2 Historic Engineering Record documentation and video documentation of the Puyallup River Bridge #167/20E (Meridian Street) steel truss and make the HAER report and video available via a web site dedicated to the historical documentation of the bridge.
- B. WSDOT will contract with an on-line historical encyclopedia devoted to Pacific Northwest history for an entry devoted to the history of the Puyallup River (Meridian Street) Bridge.
- C. WSDOT has consulted with the SHPO and completed documentation to DAHP Level 2 standards of historic properties at 7001 20<sup>th</sup> Street East and 7717 Valley Avenue East (DAHP #27-4125), in the undertaking's area of potential effects Holstine (2009)<sup>3</sup>.

2. Historic Property Preservation:

- A. NRHP-eligible buildings as described in item 1 above have been demolished after materials were salvaged for potential re-use. WSDOT provided DAHP with documentation of contacts made with salvage companies prior to demolition of the structures, per stipulations in the previous amended MOA.
- B. For the Puyallup River Bridge #167/20E (Meridian Street) steel truss, WSDOT will proceed per the following conditions:
  - a) WSDOT will, after completing the HAER and video documentation of the bridge, remove the steel truss from its current location and move it to the adjacent proposed alignment for the SR 167 freeway extension. WSDOT will then make any necessary repairs to the steel truss to assure structural integrity and secure the structure for storage until it can be relocated to the White River, or to an alternate location, until 2019. The moving, repair and storage of the steel truss will be done in accordance with the SR 167 Puyallup River / Meridian Street Bridge - Treatment Plan, Appendix A. WSDOT will be solely responsible for moving the steel truss and ensuring its structural and historical integrity are maintained during transport and storage.

- b) WSDOT, King and Pierce Counties, and the cities of Enumclaw and Buckley will continue to seek funding and grant opportunities to close the funding gap between the cost for reusing the steel truss and constructing a new pedestrian bridge. Depending on the availability of matching funds, these agencies will apply for grants to provide funding for the preservation and re-use of the steel truss on the Foothills Trail across the White River. WSDOT, King and Pierce Counties and the cities of Buckley and Enumclaw will work together to draft and submit the grant applications. WSDOT will contribute matching funds with the removal of the steel truss, and the remaining funds delegated for disposal of the steel truss. King and Pierce Counties and the City of Enumclaw and Buckley have identified the completion of the Foothills Trail between the two counties as a top priority. As such, these agencies will continue to actively seek funding opportunities to complete the trail system and provide matching funds for the grant applications. The agencies will coordinate with the consulting parties to ensure all applicable grant opportunities are explored. See Appendix B for a list of known grant opportunities the group of agencies will investigate.
- c) The results of the grant applications are anticipated to be available by the spring of 2015. If the grant applications are successful in providing the necessary funds to preserve the Puyallup River steel truss bridge as a part of the Foothills Trail, King and Pierce Counties will enter into an MOU that will identify ownership and long term maintenance responsibilities. If the grant applications are not successful WSDOT will ensure the grants are re-submitted the following funding cycle. King and Pierce County will sign the grant applications and participate in their re-submittal as funding and staffing allow. The group of agencies will also investigate other funding opportunities.
- d) If by the summer of 2017 King and Pierce County determine it is not economically feasible to preserve and re-use the steel truss on the Foothills Trail, WSDOT will, in consultation with SHPO and interested consulting parties, prepare a Bridge Marketing Plan for advertising the availability of the bridge for preservation at an alternate location utilizing the video documentation and web site completed per Stipulation 1 (above). WSDOT will actively seek an alternate preservation site for the bridge until June 2019.
- e) WSDOT will dispose of the steel truss if, after June 2019, no preservation sites or reasonable and sufficient funding sources have been successfully identified for the permanent preservation of the bridge.

3. Inadvertent Discovery:

At least 90 days prior to advertising the undertaking for construction, an Unanticipated Discovery Plan (UDP) will be developed by WSDOT, which will include any monitoring deemed necessary, a communications protocol detailing who will be contacted in the event of a discovery, and specific methods to be employed to protect any cultural resources, including human remains, discovered during construction. The UDP will be developed in coordination with SHPO and the consulting tribes.

4. Review of Historic Property Survey and Determinations:

Significant portions of the SR 167 Extension have yet to be finalized and construction may not occur for some time. Therefore, per standard operating methods WSDOT will, on behalf of FHWA, review the undertaking's APE as phases begin final design to: 1) determine if previously non-eligible properties obtained qualities that could make them eligible for the NRHP (e.g., becoming older than 50 years); 2) reevaluate the effects of the undertaking on prehistoric site 45PI488 per 36 CFR 800.5; and, 3) in consultation with the SHPO and tribes, complete cultural resources investigations in areas not previously surveyed. These activities will occur during the final design of a phase and be completed prior to construction of any distinct phase of the undertaking. Adverse effects on 45PI488 or any other historic property will require amendment of this agreement.

5. Amendment of the Agreement:

If any of the consulting parties to this Agreement determine that the terms of the Agreement cannot be met or believe a change is necessary, they will immediately request the signatory parties to consider an amendment or addendum which will be executed in the same manner as the original Agreement. A copy of the amended Agreement will be filed with the ACHP, pursuant to 36 CFR 800.6(c)(7).

6. Dispute Resolution:

- A. If a dispute arises regarding implementation of this Agreement, the signatory parties will consult with the objecting party to resolve the dispute. If FHWA determines that the dispute cannot be resolved, FHWA shall forward all documentation relevant to the dispute to ACHP and request comment, which will be provided pursuant to 36 CFR 800.6(b).
- B. If at any time during implementation of the measures stipulated in the Agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public, FHWA shall take the objection into account and consult as needed with the objecting party, SHPO, or ACHP to resolve the objection.

7. Failure to Carry Out Terms:

Failure to carry out the terms of this Agreement requires that FHWA again request ACHP's comments in accordance with 36 CFR Part 800.7. If FHWA cannot carry out the terms of the Agreement:

- A. It will not take or sanction any action to make an irreversible commitment that would result in an adverse effect to eligible properties covered by the Agreement;
- B. Nor will FHWA foreclose ACHP's consideration of modifications or alternatives that could avoid or mitigate the adverse effect on the properties until the commenting process has been completed.

8. Duration & Termination:

This MOA will take effect immediately upon execution by the signatory parties. The terms of this MOA shall be satisfactorily fulfilled upon completion of the undertaking. Prior to completion of the undertaking, the signatories may consult to reconsider the terms of the agreement and propose its amendment. Unless terminated, this MOA will be in effect until FHWA, in consultation with the signatory and concurring parties, determines that all of its terms have been satisfactorily fulfilled.

In accordance with 36 CFR 800.6(c)(8), if any of the signatories determines that the terms of the MOA cannot or are not being carried out, they may consult to seek an amendment of the Agreement. If the Agreement is not amended, any signatory may terminate this MOA. If any signatory proposes to terminate this MOA, they shall promptly notify all other parties in writing of the proposed termination and shall include in their notification the reasons for proposing termination. If the MOA is terminated pursuant to this stipulation and FHWA determines that its undertaking will nonetheless proceed, FHWA shall request the comments of ACHP.

9. Monitoring and Reporting:

Within 90 days after carrying out the terms of the Agreement, as described in Stipulations 1 through 4, WSDOT shall report to all signatories on the actions taken.

10. Negligence:

To the extent consistent with Federal and State law, each party to this agreement shall be solely responsible for the negligence of its own officers, employees, and agents in the performance of this agreement.

This Memorandum of Agreement shall be filed with ACHP, which will provide evidence that FHWA has afforded ACHP an opportunity to comment on the SR 167 Puyallup to SR 509 Project and its effects on historic properties. Implementation of its terms is evidence that FHWA has taken into account its effects on historic properties and has satisfied the requirements of Section 106 of the National Historic Preservation Act (16 U.S.C. 470(f)).

<sup>1</sup> Luttrell, Charles

2004 *Cultural Resource Investigations for the Washington State Department of Transportation's SR 167: Puyallup to SR 509 Project, Pierce County, Washington*. Archaeological and Historical Services, Eastern Washington University, Cheney.

<sup>2</sup>Kiers, Roger and Craig Holstine

2012 *Cultural Resources Discipline Report, State Route 167 Puyallup River/Meridian Street Bridge Phase, SR 167 Extension – Puyallup to SR 509 Freeway Construction Project, Pierce County, Washington*. Washington State Department of Transportation, Olympia.

<sup>3</sup>Holstine, Craig

2009 *DAHP Level 2 Documentation, George Dill House and Thomas and Lynn Novotney House.*  
Washington State Department of Transportation, Olympia.

## SIGNATORY PARTIES

### Federal Highway Administration

By: Daniel M. Mathis  
Daniel Mathis  
Division Administrator

Date: 05/02/2013

### U.S. Army Corps of Engineers, Seattle District

By: Bruce A. Estok  
Bruce A. Estok, COL, USACE, Commanding

Date: 23 Apr 2013

### Washington State Department of Archaeology and Historic Preservation

By: Allyson Brooks  
Allyson Brooks, Ph.D.  
State Historic Preservation Officer

Date: 5/6/13

## INVITED SIGNATORIES

### Washington State Department of Transportation

By: Kevin Dayton  
Kevin Dayton  
Regional Administrator

Date: MAY 1, 2013

### King County, Parks and Recreation Division

By: Kevin Brown  
Kevin Brown  
Division Director

Date: 2/20/13

### Pierce County, Parks and Recreation Services

By: Kathy Kravt-Smith  
Kathy Kravt-Smith  
Director

Date: 2/14/13


**CONCURRING PARTIES**

**Puyallup Tribe of Indians**

By: \_\_\_\_\_  
Honorable Herman Dillon, Sr.  
Tribal Chair

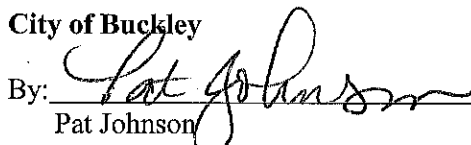
Date: \_\_\_\_\_

**City of Enumclaw**

By:   
Liz Reynolds  
Mayor

Date: 2.27.2013

**City of Buckley**

By:   
Pat Johnson  
Mayor

Date: 3/13/13



## **Appendix A**

### **SR 167 Puyallup River / Meridian Street Bridge**

#### **Treatment Plan**

The SR 167 Puyallup River Bridge #167/20E (Meridian Street Bridge) is eligible for inclusion in the National Register of Historic Places (NRHP). WSDOT has identified the Foothills Trail crossing the White River as a potential location for the preservation of the Meridian Street Bridge. King County, Pierce County, the City of Enumclaw and the City of Buckley are committed to seeking funds to close the funding gap between the cost of reusing the steel truss and constructing a new pedestrian bridge. As a first stage of this commitment, WSDOT will remove the steel truss from its current location across the Puyallup River and store it immediately adjacent to its current location. This location will be to the northwest where the SR 167 freeway alignment will be constructed. The steel truss will be stored in this location until sufficient funding is secured for its preservation, or until 2019, in accordance with the following protocol:

#### **Storage**

- The bridge will be moved using appropriate measures to ensure the historical and structural integrity of the steel truss in accordance with industry standards for transportation structures. WSDOT Bridge Engineers will review and approve the detailed plans and structural calculations for the means and methods of picking and moving the steel truss. The consulting parties will be provided an opportunity to review the plans and calculations.
- Once moved to its temporary location, the steel truss will be supported at each panel point of the truss, with temporary footings to keep the structure at least 3' above ground. The temporary supports, and the details for removal and moving the truss, will be designed by and bear the seal of a licensed professional structural engineer.
- WSDOT will then address any significant corrosion issues by removing rust and re-painting locations of the steel truss as necessary to assure structural integrity during storage.
- The steel truss will be secured with fencing and periodically inspected at least once every 6 months to ensure damage and vandalism are prevented until it is relocated or until the year 2019. If damage or vandalism is observed, WSDOT will evaluate the damage or vandalism and take actions to address any significant damage to assure the structural integrity of the bridge during storage.

## **Preservation**

- WSDOT will seek to preserve the eligibility for the NRHP, or local registers, of the steel truss at its new location across the White River, or an alternate location if one is identified later, by following the Secretary of the Interior's Standards for Rehabilitation during removal, maintenance, and re-erection of the truss.
- Once funding is secure, King and Pierce County (or other alternate future owner) will disassemble the steel truss and strip it of the lead paint and corrosion. The steel members will then be re-painted.
- During dis-assembly, the steel truss members will be marked appropriately to ensure they are re-assembled correctly.
- To the extent possible within funding limits, the steel truss will be re-erected across the White River (or other alternate location) preserving the character-defining features of the bridge in its original state (i.e., the steel truss as described in the Historic Property Report, not including the approach spans, sidewalk, rivets, or floor system).
- The plan for re-erecting the steel truss will be designed and stamped by a professional structural engineer.
- The consulting parties will be provided an opportunity to review any structural modifications and the plan for re-erection.

## **Appendix B**

### **SR 167 Puyallup River / Meridian Street Bridge**

#### **Grant Opportunities**

The following are a list of known grant opportunities WSDOT, King and Pierce County will investigate to provide funding for the preservation and re-use of the Meridian Street steel truss for a crossing of the White River as a part of the Foothills Trail. The team will determine which grants are applicable to the project, and will coordinate with the consulting parties to ensure appropriate grant opportunities are pursued. If additional grants become known, consulting parties shall notify Brenden Clarke at [clarkeb@wsdot.wa.gov](mailto:clarkeb@wsdot.wa.gov)

- Transportation Enhancement Funds (the recent federal transportation bill, MAP 21, potentially reduces the amount of enhancement funds that will be available, but there will at least be some level of funding for the Puget Sound RTPO):  
<http://www.wsdot.wa.gov/LocalPrograms/ProgramMgmt/TransEnhancement.htm>
- Recreation and Conservation Funds: <http://www.rco.wa.gov/grants/index.shtml>
- Heritage Capital Projects Grants, through the WA State Historical Society. The deadline for the 2013-2015 funding cycle has passed, but applications for the 2015-17 cycle will be due in May 2014: <http://www.washingtonhistory.org/heritageservices/grants.aspx>