

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS AND
THE IDAHO STATE HISTORIC PRESERVATION OFFICE
REGARDING THE WESTERN STATES EQUIPMENT COMPANY PARKING LOT
EXPANSION PROJECT,
MERIDIAN, ADA COUNTY, IDAHO**

SUBJECT: National Historic Preservation Act Section 106 Memorandum of Agreement for Resolution of Adverse Effects to 10AA3969, Meridian, Ada County, Idaho, U.S. Army Corps of Engineers, Corps Reference Number NWW-2025-00036, SHPO Case Number 2025-373.

WHEREAS, the U.S. Army Corps of Engineers (the Corps), Walla Walla District Regulatory Branch has received two Department of Army (DA) permit applications from Western States Equipment Company (the Applicant) associated with the Parking Lot Expansion Project (Phases 1 and 2) located at 500 E Overland Road, Meridian, Ada County, Idaho at Section 18, Township 3 North, Range 1 East, Boise Meridian. The proposed project is to pipe a total of 963 linear feet of the Eightmile Lateral in order to expand an existing parking lot over the Eightmile Lateral; and

WHEREAS, a Department of the Army permit, pursuant to Section 404 of the Clean Water Act, is required from the Corps (the Undertaking) to conduct activities related to the construction of the project; and

WHEREAS, the Corps' issuance of such a permit is subject to review under Section 106 of the National Historic Preservation Act, 54 U.S.C. 306108 (NHPA); and

WHEREAS, the area of potential effects (APE) includes all areas of permitted in-water activity, including upland areas where work is directly associated, integrally related, and would not occur but for the in-water authorized activity associated with the DA permit, which includes the entire construction footprint of the project; as shown on the map in Appendix A as the "APE"; and

WHEREAS, the Applicant proposes to conduct the following activities under the permit: pipe 963 linear feet of the Eightmile Lateral in a concrete box culvert; and

WHEREAS, a report has been prepared identifying known and potential historic properties associated with the Undertaking, titled "*500 Overland Road Cultural Resource Inventory*", dated March 11, 2025, and by Corps' letters to Idaho State Historic Preservation Office (SHPO) dated May 20, 2025 and SHPO's response letter dated May 28, 2025, and these documents are incorporated into this Memorandum of Agreement (MOA) by reference; and

WHEREAS, the Corps identified 10AA3969 Eightmile Lateral, a National Register of Historic Places (NRHP)-eligible historic property, within the APE; and

WHEREAS, the SHPO concurs that 10AA3969 is eligible for listing in the NRHP; and

WHEREAS, the Corps determined that the undertaking will adversely affect 10AA3969 and the SHPO agrees; and

SUBJECT: National Historic Preservation Act Section 106 Memorandum of Agreement for Resolution of Adverse Effects to 10AA3969, Meridian, Ada County, Idaho, U.S. Army Corps of Engineers, Corps Reference Numbers NWW-2025-00036, SHPO Case Number 2025-373.

WHEREAS, the Corps notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination and the Council has not opted to participate in the consultation; and

WHEREAS, the Corps consulted with the Shoshone-Paiute Tribes and the Shoshone-Bannock Tribes and neither elected to participate in the development of this MOA; and

WHEREAS, the Corps identified two certified local governments, City of Meridian Historic Preservation Commission (Meridian HPC) and Ada County Historic Preservation Council (Ada County HPC), as potentially interested parties; and

WHEREAS, the SHPO, Meridian HPC, and Ada County HPC, expressed a desire to consult on this Section 106 MOA, and along with the Corps and Applicant are hereafter referred to as “the Consulting Parties”; and

WHEREAS, because of their roles and responsibilities as the applicant for the DA permits, the Corps has invited the Applicant to sign this MOA as an invited signatory; and

NOW, THEREFORE, the Corps and SHPO (collectively the “Parties” and individually the “Party”) agree that should the Undertaking move forward to construction, the following Corps-enforced stipulations shall resolve adverse effects to historic properties associated with the Undertaking, and that these stipulations shall govern the Project and all of its parts unless this MOA expires or is terminated.

I. STIPULATIONS

The Corps shall ensure that the following stipulation is implemented:

1. Treatment of Eightmile Lateral (10AA3969)
 - i. To resolve the adverse effect to the historic canal, the Applicant shall contribute, within three months of the execution of this agreement, the sum of \$2,000 to the Idaho State Historical Society (ISHS) for use in the preparation of the Irrigation in Idaho Multiple Property Document National Register Nomination.

II. REVIEW OF MITIGATION MATERIALS

Upon transferring the funds to the ISHS, the Applicant will provide proof of the transfer to the Corps via email to anna.m.jansson@usace.army.mil.

III. ANNUAL REPORT

OMITTED.

IV. POST-REVIEW DISCOVERIES

In the event that any additional historic properties are encountered or any previously unanticipated effects on historic properties are found during activities associated with the undertaking, the Applicants will cease activities in the area and will contact a qualified professional to evaluate the discovery. The Applicants will ensure that all persons involved in the undertaking will follow the process outlined in the Inadvertent Discovery Plan (IDP) that is attached to the Monitoring Plan in Appendix B. The results of the evaluation of discoveries shall be submitted to the Corps and SHPO and consultation will continue as necessary.

V. DISPUTE RESOLUTION

A signatory of this MOA may object at any time to any actions proposed or the manner in which the terms of this MOA are implemented by submitting the concern in writing to the Corps. Upon receipt, the Corps shall consult with the objecting party for 30 calendar days, or another agreed-upon time period, to resolve the objection. If the Corps determine that such objection cannot be resolved, the Corps will:

1. Forward all documentation relevant to the dispute, including the Corps' proposed resolution, to the ACHP. The ACHP shall provide the Corps with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Within 30 calendar days of the close of the agency's comment opportunity and 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.
2. If the ACHP does not provide its advice regarding the dispute within the 30-calendar-day time period, the Corps may make a final decision on the dispute and proceed accordingly. Within 30 calendar days of the close of the agency's comment opportunity and 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 of the MOA and provide the signatories and concurring parties and the ACHP with a copy of such written responses.
3. Carry out all other actions subject to the terms of this MOA that are not the subject of the dispute and that remain unchanged.

VI. AMENDMENTS

Any signatory may request that this MOA be amended by submitting such a request to the Corps in writing. The Corps shall consult with the signatories and concurring parties for up to 30 calendar days after receiving the request for amendment, or another time period agreed to by all signatories in writing, concerning the necessity and appropriateness of the proposed amendment. Any signatory or consulting party may request the involvement of the ACHP during the amendment process. At the end of the consultation period, the Corps shall provide an amended MOA for signature by the signatories and concurring parties or a written statement describing why the Corps chose not to pursue an amendment to this

MOA. The amendment shall be effective on the date a copy of the amendment is signed by all of the signatories and is filed with the ACHP.

VII. 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 VI, above. If within 30 calendar days of initial consultation on termination, 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. Termination shall be effective the day the Corps receives written notification.

Once the MOA is terminated, and prior to work continuing on the undertaking, the Corps must either a) execute an MOA pursuant to 36 C.F.R. 800.6 or b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. 800.7. The Corps shall notify the signatories as to the course of action it will pursue within 30 calendar days of the termination of this MOA, or within another time period agreed to by all parties in writing.

VIII. DURATION

This MOA is effective on the date a copy of the MOA signed by all signatories is filed with the ACHP. The MOA will expire if its terms are not carried out within five 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 V, above. The MOA shall be considered complete once all stipulations are finalized and approved by SHPO and Corps.

IX. EXECUTION IN COUNTERPART

This MOA may be executed in counterparts, with a separate page for each Signatory. The Corps will ensure that each party is provided with a copy of the fully executed Agreement.

X. CONTACT INFORMATION

The contact information for each Signatory and Invited Signatory (collectively referenced as Signatories) to this MOA and for consulting parties may be updated without requiring an amendment to this MOA. An electronic message (email) exchanged among the contacts, indicating the updated information, shall be sufficient provided the signature authority for each Party is included in such communication.

XI. EXECUTION

Execution of this MOA by the Corps, SHPO, and the Applicants and implementation of its terms are evidence that the Corps took into account the effects of the undertaking on historic properties and afforded the ACHP and all concerned parties an opportunity to comment and satisfied the requirements of Section 106 of the NHPA (54 U.S.C. 306108) and applicable implementing regulations.

SUBJECT: National Historic Preservation Act Section 106 Memorandum of Agreement for Resolution of Adverse Effects to 10AA3969, Meridian, Ada County, Idaho, U.S. Army Corps of Engineers, Corps Reference Numbers NWW-2025-00036, SHPO Case Number 2025-373.

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS AND
THE IDAHO STATE HISTORIC PRESERVATION OFFICE
REGARDING THE WESTERN STATES EQUIPMENT COMPANY PARKING LOT
EXPANSION PROJECT,
MERIDIAN, ADA COUNTY, IDAHO**

SIGNATORY:

U.S. Army Corps of Engineers, Walla Walla District



July 14, 2025

Date: _____

Kelly Urbanek
Regulatory Division Chief

Contact Information:

Anna Jansson
Regulatory Archaeologist
Portland and Walla Walla Districts
333 SW 1st Ave
Portland, OR 97204

Office: 503-808-4379
Cell Phone: 971-295-1443
Email: anna.m.jansson@usace.army.mil

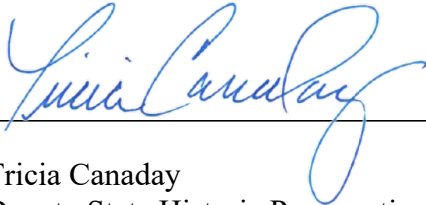
Note: Signatures continued next page.

SUBJECT: National Historic Preservation Act Section 106 Memorandum of Agreement for Resolution of Adverse Effects to 10AA3969, Meridian, Ada County, Idaho, U.S. Army Corps of Engineers, Corps Reference Numbers NWW-2025-00036, SHPO Case Number 2025-373.

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS AND
THE IDAHO STATE HISTORIC PRESERVATION OFFICE
REGARDING THE WESTERN STATES EQUIPMENT COMPANY PARKING LOT
EXPANSION PROJECT,
MERIDIAN, ADA COUNTY, IDAHO**

SIGNATORY:

Idaho State Historic Preservation Office



Tricia Canaday
Deputy State Historic Preservation Officer

Date: 07/14/2025

Contact Information:

Kayla McElreath
Compliance Architectural Historian
Idaho State Historic Preservation Office
210 Main Street
Boise, ID 83702

Phone: (208) 488-7473
Email: kayla.mcelreath@ishs.idaho.gov

Note: Signatures continued next page.

SUBJECT: National Historic Preservation Act Section 106 Memorandum of Agreement for Resolution of Adverse Effects to 10AA3969, Meridian, Ada County, Idaho, U.S. Army Corps of Engineers, Corps Reference Numbers NWW-2025-00036, SHPO Case Number 2025-373.

**MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES ARMY CORPS OF ENGINEERS AND
THE IDAHO STATE HISTORIC PRESERVATION OFFICE
REGARDING THE WESTERN STATES EQUIPMENT COMPANY PARKING LOT
EXPANSION PROJECT,
MERIDIAN, ADA COUNTY, IDAHO**

INVITED SIGNATORY:

Western States Equipment Company

Kelly Olson

Kelly Olson (Jul 16, 2025 00:55 MDT)

Date: 07/16/2025

Kelly Olson
President

Contact Information:

Heather Black
Director of Experience & Facilities
500 E. Overland Road
Meridian, Idaho 83642

Phone: (208) 947-4589
Email: heather.black@wseco.com

Note: End of Signature Pages

SUBJECT: National Historic Preservation Act Section 106 Memorandum of Agreement for Resolution of Adverse Effects to 10AA3969, Meridian, Ada County, Idaho, U.S. Army Corps of Engineers, Corps Reference Numbers NWW-2025-00036, SHPO Case Number 2025-373.

APPENDIX A: PERMIT AREA MAP

