

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES ARMY CORPS OF ENGINEERS
PORTLAND DISTRICT
AND THE OREGON STATE HISTORIC PRESERVATION
OFFICE
REGARDING THE BELL STREET AND SE 362ND
AVENUE EXTENSIONS PROJECT, SANDY, OREGON**

WHEREAS, the United States Army Corps of Engineers (USACE) administers issuance of permits pursuant to Section 404 of the Clean Waters Act, 33 U.S.C. § 1344, and;

WHEREAS, the City of Sandy (permit applicant) plans to carry out the Bell Street and SE 362nd Avenue Extensions project (undertaking) that requires a permit pursuant to Section 404 of the Clean Water Act from the USACE in compliance with Section 106 of the National Historic Preservation Act (NHPA); and

WHEREAS, the undertaking consists of building a roadway connection between Bell Street SE 362nd Drive outside of the Sandy city limits in Clackamas County; and

WHEREAS, USACE has defined the undertaking's permit area as the proposed road alignment, extending 30 to 60 meters (m) (100 to 200 feet [ft]) from either side of the road centerline, and a 1.5-acre off-site mitigation area in Sandy Bluff Park and Dog Park; and

WHEREAS, pursuant to 36 CFR part 800, regulations implementing Section 106 of the NHPA, and 33 CFR part 325, Appendix C, Processing of Department of the Army (DA) Permits: Procedures for Protection of Historic Places, the USACE is required to take into account the effects of Federally permitted undertakings on properties included in or eligible for inclusion in the National Register of Historic Places (NRHP) prior to the issuance of permits for the undertaking and to consult with the State Historic Preservation Officer (SHPO); and

WHEREAS, USACE determined, and the SHPO concurred, that the Jonsrud/Lundeen Farm is eligible for listing in the National Register of Historic Places; and

WHEREAS, USACE determined, and the SHPO concurred, that the undertaking will have an adverse effect on the eligible Jonsrud/Lundeen Farm; and

WHEREAS, USACE, in consultation with the City of Sandy, has reviewed the project design to ensure that physical impacts to the Jonsrud/Lundeen Farm are minimized, and that historic farmstead buildings will be avoided by the project; and

WHEREAS, USACE, in consultation with the Confederated Tribes of the Grand Ronde Community of Oregon, Confederated Tribes of Siletz Indians of Oregon, and the Confederated Tribes of Warm Springs Reservation of Oregon determined appropriate levels of effort to identify and evaluate historic properties in the permit area; and

WHEREAS, USACE has consulted with the City of Sandy, the Sandy Historical Society, Confederated Tribes of the Grand Ronde Community of Oregon, Confederated

Tribes of Siletz Indians of Oregon, and Confederated Tribes of Warm Springs Reservation of Oregon regarding the effects of the undertaking on historic properties; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), USACE has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation on June 28, 2022, and the ACHP has chosen *not to* participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); 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.

I. STIPULATIONS

USACE shall ensure that the following measures are carried out:

A. Onsite Interpretation. The City of Sandy will install a minimum of four interpretive panels adjacent to the sidewalk to be constructed on the south side of Bell Street and the west side of 362nd Ave. The panels will be a minimum size of 2 ft by 4 ft and will be placed so the subject of the panel is observed from the panel location. The specific content, layout, and installation location of the panels will be determined through consultation with SHPO, and is subject to draft review per Part II, below.

- a. **One panel will detail** significant existing features of the Jonsrud/Lundeen farm, such as the barn, orchard, pastures, and the Craftsman Bungalow. The features will be identified and graphically depicted on a map accompanied by a narrative describing the Jonsrud/Lundeen farm. The narrative will incorporate elements from the Cultural Resources Survey performed by Archaeological Investigations Northwest, Inc., and personal recollections from Lundeen family members.
- b. **Other panels will provide historical context** relating the development of the Jonsrud/Lundeen farm and Sandy area at the end of the 19th century and the beginning of the 20th century. Photographic resources and other historic material would be provided from the Sandy Historical Society <https://www.sandyhistory.com/> collection and the Lundeen family.
- c. As the proposed undertaking is a transportation project, **one panel will discuss the role of the Barlow Road and the Mt. Hood Loop Highway in the development of Sandy and the transition from a rural, resource-based economy to one based on tourism and recreation.**
- d. Panels would be constructed of durable all-weather and vandal resistant materials similar to existing interpretive displays at other public sites in Sandy. Signs would be accessible to pedestrians, including mobility-impaired individuals using the sidewalk.
- e. Panels will be installed in the public right-of-way and will not be subject to removal as they might be if placed on private property. The panels will be maintained by the City of Sandy.
- f. Proof of installation is required before the stipulation will be considered complete.

II. REVIEW OF MITIGATION MATERIALS

USACE shall provide SHPO at least one opportunity lasting a minimum of thirty (30) calendar days to comment on the completeness of the mitigation materials specified in Stipulation I of this document before final submission. Comments will also be solicited from consulting parties that provide written notice of interest in contributing to the development and review of mitigation materials. Comments provided by the signatories and interested consulting parties shall be taken into consideration within the limits of the project as described in the stipulations.

IV. POST-REVIEW DISCOVERIES

In the event any additional cultural resources are encountered or previously unanticipated effects on historic properties found, City of Sandy will cease activities in the area and an appropriate cultural resources professional will be contacted to evaluate the discovery.

IV. 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, 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 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, signatories and concurring parties, and provide them with a copy of this written response. 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 time 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 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. 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

Any signatory may request that this MOA be amended by submitting such a request to USACE in writing. USACE shall consult with the signatories and consulting parties for up to thirty (30) calendar days, or another time period agreed to by all signatories in writing, concerning the necessity and appropriateness of the proposed amendment. At the end of the consultation period USACE shall provide an amended MOA for signature by the signatories and consulting parties or a written statement describing why USACE chose not to pursue an amendment to this MOA. Amendments shall be effective on the date a copy of the MOA is signed by all of the signatories and filed with the SHPO.

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 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 USACE receives written notification.

Once the MOA is terminated, and prior to work continuing on the undertaking, USACE must execute an MOA pursuant to 36 CFR § 800.6, or must 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 within thirty (30) calendar days of the termination of this MOA, or within another time period agreed to by all parties in writing.

VII. DURATION

This MOA is effective on the date a copy of the MOA signed by all signatories is filed with the SHPO. The 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, above.

IX. EXECUTION

Executions of this MOA by USACE and SHPO and implementation of its terms evidence that USACE took into account the effects of the undertaking on historic properties under 36 CFR part 800.

SIGNATORIES:

United States Army Corps of Engineers

_____ Date

MICHAEL D. HELTON, PMP
COL, EN
Commanding

Oregon State Historic Preservation Office

_____ Date

[insert name and title]

INVITED SIGNATORIES:

City of Sandy

 Digitally signed by Jennifer Coker
DN: C=US,
E=jcoker@ci.sandy.or.us,
CN=Jennifer Coker
Date: 2022.07.13 15:23:59-07'00'
_____ Date 7/13/2022
Jennifer Coker, PE Public Works Director

CONCURRING PARTIES:

Sandy Historical Society

_____ Date

Title _____

Notes:

** This document assumes that the term "signatory" has been defined in the agreement to include both signatories and invited signatories.*

*** Remember that the agency must submit a copy of the executed MOA, along with the documentation specified in Section 800.11(f), to the ACHP prior to approving the undertaking in order to meet the requirements of Section 106.*