

1 demonstrated interest in the effects of the Project on historic properties, pursuant to 36 CFR
2 §800.2; and

3 **WHEREAS**, FHWA has invited the Advisory Council on Historic Preservation (ACHP) to
4 participate in consultations concerning the effects of the Project on historic properties and
5 resolution of adverse effects, and the ACHP has agreed to participate in such consultations; and

6 **WHEREAS**, FHWA has requested that WSDOT, in consultation with SHPO, interested and
7 affected Indian Tribes, and other consulting parties, determine the appropriate area of potential
8 effects (APE) for the Project and conduct cultural resource studies constituting a reasonable and
9 good faith effort to identify historic properties within the APE pursuant to 36 CFR §800.4; and

10 **WHEREAS**, the cultural resource studies within the APE have resulted in the identification of
11 372 properties listed in or eligible for listing in the National Register of Historic Places (NRHP);
12 and

13 **WHEREAS**, FHWA has determined that the Project will have an adverse effect on historic
14 properties; and

15 **WHEREAS**, FHWA and WSDOT carried out consultations with SHPO, interested and affected
16 Indian Tribes, and other consulting parties to identify measures to resolve adverse effects
17 pursuant to 36 CFR §800.6, resulting in development of this Agreement; and

18 **WHEREAS**, the Muckleshoot Indian Tribe, the Tulalip Tribes, the Snoqualmie Indian Tribe,
19 and the Suquamish Tribe (the Tribes), federally recognized tribes that attach religious and
20 cultural significance to historic properties that will be affected by the Project, have been
21 consulted about the Project and have been invited to concur in this Agreement; and

22 **WHEREAS**, the Nisqually Indian Tribe and the Puyallup Tribe of Indians were invited to
23 participate in consultations; and

24 **WHEREAS**, the Tribes, in consultation with FHWA, SHPO, and ACHP, have chosen to execute
25 a separate memorandum of understanding concerning resolution of adverse effects on the Foster
26 Island traditional cultural property and that agreement is to be held confidential by the parties
27 under the provisions of Section 304 of the NHPA; and

28 **WHEREAS**, the memorandum of understanding is incorporated by reference into this
29 Agreement; and

30 **WHEREAS**, the City of Seattle, the King County Historic Preservation Office, the University of
31 Washington, and the National Oceanic and Atmospheric Administration, Northwest Fisheries
32 Science Center (NOAA) participated in consultations and have been invited to concur in this
33 Agreement; and

34 **WHEREAS**, the Washington Trust for Historic Preservation, the Historic Seattle Preservation
35 Foundation, the Friends of Seattle's Olmsted Parks, and the Washington Park Arboretum
36 Foundation participated in consultations and have been invited to concur in this Agreement; and

37 **WHEREAS**, the Portage Bay/Roanoke Community Club, the Montlake Community Council,
38 the Concerned Citizens of Montlake – SR 520, the North Capitol Hill Neighborhood
39 Association, and the Seattle Yacht Club participated in consultations and have been invited to
40 concur in this Agreement.

1 **NOW THEREFORE**, FHWA, USACE, ACHP, SHPO, and WSDOT agree that the Project
2 shall be implemented with the following stipulations in order to take into account the effects of
3 the Project on historic properties.

4 5 **Background** 6

- 7 • A schematic representation of the Project components, overlaid on an aerial photograph of
8 the project area, appears as Appendix A of this Agreement.
- 9 • A map of the APE for the Project, as determined after consultation with the consulting
10 parties, appears as Appendix B of this Agreement.
- 11 • The historic properties identified within the APE for the Project are described in *Section 106*
12 *Technical Report, SR 520, I-5 to Medina: Bridge Replacement and HOV Project*.
- 13 • The historic properties that will be affected as a result of this undertaking are listed in
14 Appendix C of this Agreement with an indication as to whether the effects will be temporary
15 or permanent and direct or indirect.
- 16 • All measures for resolving the adverse effects of the Project are described in the stipulations
17 of this Agreement.
- 18 • All acronyms used in this Agreement are defined in the list of acronyms following the
19 signature pages.
- 20 • The stipulations below use the term “DAHP” (Washington State Department of Archaeology
21 & Historic Preservation) when referring to participation by the SHPO and her staff.
22

23 **Stipulations** 24

25 As the lead federal agency for the Project, FHWA shall ensure that the following stipulations are
26 carried out:
27

28 **I. Temporary Effects on Historic Properties** 29

30 **A. Direct Effects** 31

32 **1. Second Bascule Bridge**

- 33 a. In consultation with DAHP, the Seattle Landmarks Board, and the concurring
34 parties to this Agreement, WSDOT will ensure that safeguards are in place such
35 that, to the greatest extent possible, the historic Montlake Bridge is protected from
36 physical damage during construction of the new bascule bridge.
- 37 b. In consultation with DAHP and the University of Washington, and any other
38 concerned concurring parties to this Agreement, WSDOT will ensure that
39 safeguards are in place such that, to the maximum extent feasible, vibration,
40 excavations, and heavy equipment do not affect the Canoe House during
41 construction of the new bascule bridge. No construction staging or storage will
42 occur in the immediate vicinity of the Canoe House.
- 43 c. WSDOT will ensure that access to the Ship Canal Waterside Trail will be
44 maintained throughout construction of the new bridge by means of temporary
45 detours. Full access to the trail will be re-established once bridge construction is

- 1 completed; the nature of this access will be determined as part of the bridge design
2 process (stipulation II.B.3.)
- 3 d. During construction of the second bascule bridge, WSDOT will maintain access
4 through the Montlake Cut for marine traffic, except for a few short periods of time
5 when the spans are being erected. During these periods (up to five total, ranging
6 from several hours to two days), the Montlake Cut will be closed to marine traffic.
7 None of these closures will take place during the traditional Opening Day events
8 period (stipulation I.A.3.b.vi.).
- 9 e. If the structures at 2904 and 2908 Montlake Boulevard are demolished rather than
10 being relocated (stipulation II.A.5.a.), WSDOT will undertake planning for and
11 disposal of any resultant hazardous materials.

12 13 **2. Portage Bay Bridge**

14
15 WSDOT will negotiate an agreement with the NOAA to avoid damage to their historic
16 structures and interruption of historic research functions at their facility during SR 520
17 construction.

18 *[Language will be added here summarizing the agreement between WSDOT and*
19 *NOAA once the agreement is completed.]*

20 21 **3. Projectwide direct effects on access to historic properties**

- 22 a. Except for unavoidable brief periods, WSDOT will maintain access to all historic
23 properties during construction.
- 24 b. As part of the construction management planning process, WSDOT will develop a
25 coordination plan with the Seattle Yacht Club (SYC) to minimize disruption of
26 historically significant activities at the SYC Main Station and on Portage Bay, the
27 Montlake Cut, and Union Bay during construction. At a minimum, the plan will
28 address the following issues:
- 29 i. key periods during which SYC considers both water access and land access
30 to its facilities particularly crucial;
- 31 ii. ongoing coordination relative to special events such as weddings or
32 watercraft training being held at the SYC or on the water;
- 33 iii. provisions for water, vehicular, and pedestrian access to the SYC Main
34 Station for members and guests throughout the construction period;
- 35 iv. mechanisms for WSDOT to communicate with SYC about construction
36 schedules on Portage Bay;
- 37 v. prohibition on the use of West Montlake Park for construction staging or
38 other construction-related activities;
- 39 vi. provisions for coordination between WSDOT and SYC regarding
40 construction activities in Portage Bay and the Montlake Cut during Opening
41 Day Events (one week before the first Saturday of May and one week after);
- 42 vii. a moratorium on towing of pontoons through Portage Bay, the Montlake Cut,
43 and Union Bay during the Opening Day Events period; and
- 44 viii. a commitment from WSDOT that barge activity (transport, moorage,
45 construction, etc.) will be timed to avoid interfering with the Opening Day
46 events period in Portage Bay.

- 1 c. WSDOT will coordinate with St. Demetrios Church to develop a plan for
2 ensuring access to the church grounds and facilities in the event that the East
3 Lynn Street/19th Avenue potential haul route is chosen for use at any time during
4 Project construction. This plan will include the following:
5 i. a prohibition on any use of the potential East Lynn Street/19th Avenue haul
6 route during the weekend of the annual Greek Festival and on the day of the
7 annual fund-raising auction;
8 ii. a requirement that the contractor provide a flagman to assist parishioners
9 entering and exiting the St. Demetrios parking lot during any use of the
10 potential East Lynn Street/19th Avenue haul route one-half hour before,
11 during, and one-half hour after regularly scheduled Sunday services; and
12 iii. a process for ensuring safe access to the St. Demetrios parking lot for
13 special events scheduled during any period of use of the potential East Lynn
14 Street/19th Avenue haul route.
15 d. WSDOT will offer to develop a coordination process with St. Patrick's Church to
16 ensure access to the church grounds and facilities during construction.
17 e. WSDOT will maintain pedestrian access to St. Patrick's Church, Seward School,
18 St. Demetrios Church, and local bus stops throughout the construction period.
19

20 **4. Projectwide direct effects from construction, including demolition of existing**
21 **SR 520 features and hauling of debris and materials**

- 22 a. In consultation with the concurring parties to this Agreement and other parties
23 potentially affected by Project construction, and prior to the beginning of
24 construction, WSDOT will develop and implement a Community Construction
25 Management Plan (CCMP; see stipulation III). *[Consultations for developing the*
26 *CCMP are just about to begin. Later drafts of this Agreement will include*
27 *language about how the plan will be negotiated and updated.]*
28 b. WSDOT will develop measures to protect traffic circles and planters from
29 construction/hauling traffic and will restore islands and planters to their original
30 condition should any modifications be necessary or should any inadvertent
31 damage occur as a result of construction hauling.
32 c. WSDOT will repair potholes and other pavement breaks that occur as a result of
33 construction and hauling activities in a timely manner.
34 d. WSDOT will repair local streets and curbs damaged by Project construction
35 activities during or after construction.
36 e. Through the construction management planning process, WSDOT will identify
37 appropriate best management practices (BMPs) to control fugitive dust. These
38 practices may include some or all of the following:
39 i. avoiding grading and scraping activities during high winds;
40 ii. keeping soils moist by using water trucks and sprays;
41 iii. covering loads of soil and keeping dumpsters covered;
42 iv. washing wheels and fender wells of haul trucks immediately prior to exiting
43 the construction area;
44 v. cleaning the haul routes with a street sweeper;
45 vi. using water sprays before, during, and after use of a wrecking ball or
46 bulldozer for demolitions;

- vii. using covers or spray stabilizers on soil stockpiles;
 - viii. using plants, bushes, rock walls, or wood fences to provide erosion control;
 - ix. using filter fabric around catch basins to collect sediment from run-off;
and/or
 - x. installing a stabilized construction entrance (gravel buffer area) at the exits
from construction areas.
- f. WSDOT has engaged the services of a vibration expert to evaluate the Project corridor, including any potential haul routes along city arterial-streets, and to identify areas where vibration may be of concern. WSDOT will avoid or minimize vibration impacts from construction on historic properties by implementing BMPs for vibration currently being developed by this expert. Areas under study include historic properties on steep hillsides, the NOAA facility, East Lake Washington Boulevard, and the East Lynn Street/19th Avenue potential haul route, among others.
- g. WSDOT will use visual barriers (e.g., orange construction fencing, flagging tape) to mark limits of allowed disturbance in order to protect trees (including their root systems out to the drip line where feasible) and other screening vegetation identified as being retained and protected in place.
- h. To the maximum extent feasible, WSDOT will avoid placement of temporary work bridges and other short-term construction features where they would require permanent removal of or damage to mature trees.

B. Indirect Effects

1. East Montlake construction staging area

As part of construction management planning, WSDOT will work with the Hamlin-Shelby neighborhood of the Montlake Historic District to evaluate possible sound-buffering mechanisms between the East Montlake construction staging area and the adjacent homes within the district.

2. Projectwide indirect effects from construction, including demolition of existing SR 520 features and hauling of debris and materials

- a. In consultation with the concurring parties to this Agreement and other parties potentially affected by Project construction, and prior to the beginning of construction, WSDOT will develop and implement a CCMP (see stipulation III). *[Consultations for developing the CCMP are just about to begin. Later drafts of this PA will include language about how the plan will be negotiated and updated.]*
- b. WSDOT will monitor and ensure compliance with local noise regulations for construction and equipment operation.
- c. Where feasible, WSDOT will locate construction sheds, barricades, and material storage away from historic properties, and avoid obscuring views of or from historic properties, as much as is practicable.
- d. Where feasible, WSDOT will install temporary construction screens/barriers (fencing, plantings, etc.) around construction areas so that visual impact of

1 construction activities on historic properties are minimized. Location and type of
2 screens/barriers will be determined in coordination with the concurring parties
3 and others through development of the CCMP.

- 4 e. WSDOT will limit use of construction lighting as much as possible and keep
5 necessary lighting pointed away from residences and other sensitive areas to the
6 maximum extent feasible.
7

8 **II. Permanent Effects on Historic Properties**

9

10 **A. Direct Effects**

11 **1. Demolition of the Evergreen Point Bridge**

- 12 a. WSDOT will prepare Level II Historic American Engineering Record (HAER)
13 documentation of the Evergreen Point Bridge, including photographs,
14 reproductions of selected as-built drawings, and a written history.
15 b. WSDOT will provide this documentation to DAHP and to the National Park
16 Service Historic American Buildings Survey/Historic American Engineering
17 Record (HABS/HAER) program, with copies being provided to the Museum of
18 History and Industry (MOHAI) and the Eastside Heritage Center.
19 c. WSDOT will include a summary of the documentation collected in stipulation
20 II.A.1.a. and a selection of the photos on the interpretive website proposed in
21 stipulation II.B.7.a.
22

23 **2. West Approach**

- 24 a. Effects of the Project on the Foster Island traditional cultural property and
25 measures to resolve adverse effects are described in a confidential government-to-
26 government Memorandum of Understanding developed under the provisions of
27 §304 of the NHPA. This document is incorporated herein by reference.
28 b. WSDOT will consult with the Arboretum and Botanical Garden Committee
29 (ABGC), interested Indian tribes, and other stakeholders, including homeowners in
30 surrounding areas and Friends of Seattle's Olmsted Parks, to develop a plan for
31 aesthetic design of the West Approach and surrounding area. The plan will
32 incorporate mechanisms to avoid creating an attractive nuisance to the extent
33 possible.
34 c. WSDOT will consult with ABGC, interested Indian tribes, and other stakeholders,
35 including homeowners in surrounding areas and Friends of Seattle's Olmsted
36 Parks, to develop a plan for landscape design, including grading and planting,
37 within the WSDOT peninsula and current ramp locations. The plan may include
38 habitat and wetland restoration and enhancement projects as appropriate.
39 d. WSDOT will facilitate tribal and ABGC coordination concerning landscape
40 planning and management of Foster Island as needed.
41
42

43 **3. Design changes to Montlake and Lake Washington Boulevards**

- 44 a. WSDOT will consult with DAHP and the concurring parties to this Agreement, as
45 well as adjacent local homeowners, about the final design for changes to Lake
46 Washington Boulevard necessitated by the Project.

- 1 b. Where feasible, WSDOT will ensure that changes to Lake Washington Boulevard
2 are consistent with the City of Seattle Olmsted design standards, including park
3 furniture standards.
- 4 c. WSDOT will ensure that the portion of the Montlake Boulevard median to be
5 partially removed is re-established such that it retains as much as possible of the
6 Olmsted plan.
- 7 d. Within areas of Montlake Boulevard where WSDOT plans modifications to
8 medians, WSDOT will coordinate with appropriate concurring parties to this
9 Agreement and other stakeholders as appropriate on design, wording, and
10 placement of a sign about the Alaska Yukon Pacific Exposition and the Olmsted
11 design. This sign will be developed as part of the process described in stipulation
12 II.A.4.c.
- 13 e. WSDOT will prepare an NRHP Multiple Property Documentation Form for
14 Seattle's Olmsted Parks and Boulevards and prepare the associated nomination
15 form for Lake Washington Boulevard.
- 16 f. WSDOT will cooperate with the Seattle Parks and Recreation Department, Friends
17 of Seattle's Olmsted Parks, and the Montlake Community Council to design
18 signage or some other indicator of the significance of Lake Washington Boulevard
19 as an Olmsted property to be placed on the small piece of Parks and Recreation
20 Department property at the southeast corner of Montlake Boulevard and Lake
21 Washington Boulevard. This sign will be developed as part of the process
22 described in stipulation II.A.4.c. *[In order to agree to this measure, WSDOT will*
23 *need to have a partner to maintain this site; will the City agree to do this or,*
24 *alternatively, are any of the concurring parties willing to undertake this task?]*
25

26 **4. Montlake lid and interchange**

- 27 a. To facilitate future historic preservation planning efforts within the Montlake
28 community, WSDOT will complete a survey of contributing and noncontributing
29 properties within the Montlake Historic District and prepare an NRHP nomination
30 for the district. This effort will be completed once the Project has received all
31 necessary permits but prior to construction of the Montlake Lid. Survey materials
32 will be compiled in a format compatible with both the DAHP and City of Seattle's
33 historic property databases.
- 34 b. Once construction of the lid is complete, WSDOT will re-establish a visual buffer
35 on the remaining Canal Reserve Lands south of historic properties on East Hamlin
36 Street. This buffer will be designed in consultation with the Seattle Design
37 Commission (SDC) and the affected property owners.
- 38 c. WSDOT will assist the concurring parties to this Agreement to develop a sign plan
39 for historic markers or signage for the Montlake Historic District. Once the sign
40 plan is approved by WSDOT, in consultation with DAHP and the City of Seattle,
41 WSDOT will fund fabrication and installation of up to five historic markers or
42 signs within the district. The information from the markers/signage may become
43 part of the projectwide educational website proposed in stipulation II.B.7.a. *[In*
44 *order to agree to this measure, WSDOT will need to have a partner to maintain the*
45 *markers or signs; will the City agree to do this or, alternatively, are any of the*
46 *concurring parties willing to undertake this task?]*

- 1 d. The MOHAI clock tower, bell, and cannon are iconic features of the Montlake
2 Historic District. If MOHAI does not relocate these features to their new facility,
3 WSDOT will coordinate with MOHAI, the appropriate offices within the City of
4 Seattle (including the Department of Parks and Recreation), and the concurring
5 parties to this Agreement to determine whether these features can be preserved and
6 reused in East Montlake Park or elsewhere within the Montlake Historic District.
7 e. If the clock tower, bell, and cannon remain within the historic district, WSDOT
8 will coordinate with the City of Seattle to identify maintenance responsibilities and
9 to establish a long-term preservation plan for these items.

10
11 **5. Second Bascule Bridge**

- 12 a. WSDOT will facilitate efforts to relocate the two contributing houses in the
13 Montlake Historic District (2904 and 2908 Montlake Boulevard) slated for
14 demolition to accommodate the second bridge.
15 b. If these houses cannot be relocated and must be demolished, WSDOT will record
16 them to DAHP Level III standards
17 ([www.dahp.wa.gov/pages/Documents/documents/
18 MitigationDocumentationStandards_000.pdf](http://www.dahp.wa.gov/pages/Documents/documents/MitigationDocumentationStandards_000.pdf)) prior to demolition and allow
19 salvage of architectural elements such as doors, windows, molding, etc. for reuse.
20

21 **6. I-5 Interchange**

22
23 WSDOT will provide a landscaped bicycle/pedestrian path on the south side of the
24 I-5 overpass at East Roanoke Street.
25

26 **7. Projectwide construction effects on archaeological sites**

27 *[Language about the archaeological treatment plan will be added here when report
28 preparation and tribal consultation have been completed.]*
29

30 **B. Indirect Effects**

31
32 **1. West Approach**

- 33 a. WSDOT will use quieter concrete on the West Approach structure and will
34 monitor quieter concrete pavement for effectiveness.
35 b. WSDOT will place sound absorptive material on the inside face of the currently
36 planned four-foot barriers along the West Approach structure.
37 c. If noise walls are identified in the Final EIS as being warranted, WSDOT will
38 work with the appropriate concurring parties to this Agreement on design elements
39 of the walls, including height, materials, and surface treatment.
40 d. WSDOT will consult with affected property owners and the ABGC about the
41 possibility of establishing visual buffers between Lake Washington Boulevard
42 residences and the West Approach structure as part of planning for the WSDOT
43 peninsula once the SR 520 ramps are removed.
44
45
46

1 **2. Montlake lid and interchange**

- 2 a. In collaboration with the SDC, the Landmark Preservation Board, DAHP, and the
3 concurring parties to this Agreement, WSDOT will create a landscape design plan
4 for the Montlake lid that is compatible with the historic character of the Montlake
5 Historic District. This plan could include urban design elements for the
6 reconstruction and restoration of streets and landscapes, such as median and
7 planter strip design, interpretive signage, and bus shelter coordination and design.
8 b. WSDOT may include historically compatible interpretive exhibits and markers in
9 the lid design, describing the evolution of the Olmsted landscape and the effects of
10 SR 520 on the landscape. Exhibits should note that the lid reconnects communities
11 and recovers the landscape connections that were important historically within the
12 landscape of Seattle.
13 c. WSDOT will ensure that the design of the median strip on Montlake Boulevard
14 where it crosses the lid reflects the historical connection between Montlake
15 Boulevard and Lake Washington Boulevard; this median should reflect the original
16 design principles of Lake Washington Boulevard and other Olmsted-designed
17 boulevards in Seattle to the degree possible.
18 d. WSDOT will provide for the use of underground wiring on the Montlake lid to the
19 extent feasible.
20

21 **3. Second Bascule Bridge**

- 22 a. In consultation with DAHP, SDC, the Seattle Landmarks Preservation Board, the
23 concurring parties to this Agreement, and the public, WSDOT will develop a
24 design-review process for the new bridge that will ensure context-sensitive design
25 and consistency with the Secretary of the Interior’s Standards for the Treatment of
26 Historic Properties and the City of Seattle’s historic preservation standards.
27 b. WSDOT will ensure that the design for the new bascule bridge is compatible with
28 the existing bridge and neither competes with nor replicates that bridge.
29 c. If necessary, WSDOT will secure the services of an outside design expert with the
30 appropriate experience in historic bridge design-compatibility.
31 d. WSDOT will consult with nearby property owners, the Montlake Community
32 Council, and DAHP on feasible ways to provide a buffer between Montlake
33 Boulevard and the new bridge and those historic properties that are adjacent to
34 them.
35

36 **4. Portage Bay Bridge**

- 37 a. WSDOT is committed to a Context-Sensitive Solutions approach for the
38 replacement of the Portage Bay Bridge. In consultation with SDC, DAHP, the
39 concurring parties to this Agreement, and the public, WSDOT will develop a
40 design-review process for the new bridge that will address overall urban design. If
41 necessary, WSDOT will secure the services of an outside design expert with
42 appropriate experience in designing new bridges within historically sensitive areas.
43 b. WSDOT will use quieter concrete pavement on the bridge and approaches and will
44 maintain the highway surface and monitor quieter concrete pavement for
45 effectiveness.

- c. WSDOT will place sound absorptive material on the inside face of the currently planned four-foot barriers along both sides of the structure.
- d. WSDOT will place noise-absorbing materials along expansion joints and will consider other noise-reducing measures as part of the bridge design process.
- e. Through the design of the Preferred Alternative, WSDOT will re-establish the link between the Bill Dawson Trail and the Ship Canal Waterside Trail via the Arboretum Waterfront Trail.
- f. In partnership with Seattle Parks and Recreation Department, WSDOT will install appropriate retaining wall treatments and lighting along the Bill Dawson Trail to enhance the user experience and promote safety.
- g. In consultation with the concurring parties to this Agreement, WSDOT will include improved open space as part of the bridge design, especially the space under the west end of the bridge, making it usable space while not creating an attractive nuisance.
- h. WSDOT will make parking under the bridge available to NOAA employees again after completion of construction, pending application for and approval of an airspace lease from the Department of Commerce.
- i. To assist the Roanoke Park/Portage Bay community in future historic preservation planning efforts, WSDOT will record and evaluate for NRHP eligibility, both individually and as a potential district, the houseboats currently docked on the west shore of Portage Bay between University Bridge and the Queen City Yacht Club docks. Survey materials will be compiled in a format compatible with both the DAHP and City of Seattle's historic property databases.

5. Delmar/10th Avenue lid

- a. WSDOT will adopt the design for the 10th Avenue/Roanoke Street intersection negotiated between the Seattle Department of Transportation (SDOT) and the adjacent neighborhoods, provided the neighborhoods continue to support the agreed-upon design. The design agreement with the communities must be in place prior to the start of construction.
- b. In collaboration with the SDC, Seattle Landmarks Preservation Board, DAHP, and the concurring parties to this Agreement, and using the services of a landscape architect, WSDOT will create a landscape design plan for the Delmar/10th Avenue lid, including the Bagley Viewpoint, which is compatible with the historic character of the Roanoke Park Historic District and other adjacent historic properties. This collaborative plan may include:
 - i. provisions for design, fabrication, and installation of historically compatible interpretive markers describing the evolution of the Olmsted landscape and the effects of SR 520 on the landscape, if adopted as part of the design plan. Exhibits should note that the lid reconnects communities and recovers the landscape connections that were important historically within the landscape of Seattle;
 - ii. provisions for incorporating Olmsted characteristics, perhaps using the Seattle Olmsted design standards as guidelines, into the design of the lid and the Bagley viewpoint;

- 1 iii. provisions for a context-sensitive design blending the lid gracefully into the
2 hillslope to the south; and/or
3 iv. provisions for retaining or replacing existing fences on the south side of the
4 lid to protect the security of surrounding homes.
- 5 c. Previous conceptual design plan elements will be considered in the final design,
6 but details such as curb bed design, retention or replacement of the current features
7 of Bagley Viewpoint, and location of signage will be determined through the
8 collaborative design process.
- 9 d. WSDOT will maintain as much mature vegetation as possible on all sides of the
10 lid. This issue will also be addressed with the vegetation management component
11 of the CCMP.
- 12 e. WSDOT will provide for the use of underground wiring on the Delmar/10th
13 Avenue lid to the extent feasible
- 14 f. WSDOT will assist the Portage Bay/Roanoke Park Community Council, as a
15 concurring party to this Agreement, to develop a sign plan for historic markers or
16 signage for the Roanoke Park Historic District. Once the sign plan is approved by
17 WSDOT, in consultation with DAHP and the SDC, WSDOT will fund fabrication
18 and installation of up to five historic markers or signs at the major entrances to the
19 district. WSDOT will consult with City of Seattle and Portage Bay/Roanoke Park
20 Community Council on a plan for ensuring maintenance of the signs. Information
21 from the markers or signage may become part of the projectwide educational
22 website proposed in stipulation II.B.7.a.

23

24 **6. I-5 Interchange**

- 25 a. WSDOT will use quieter concrete pavement on all parts of SR 520 west of the
26 Portage Bay Bridge, including ramps, and will maintain the highway surface and
27 monitor quieter concrete pavement for effectiveness.
- 28 b. WSDOT will place sound absorptive material on the inside face of the currently
29 planned four-foot barriers along both sides of this structure.
- 30 c. WSDOT will consult with appropriate concurring parties to this Agreement about
31 the aesthetic treatment of the flyover HOV ramp and other potential measures for
32 protecting views from historic properties.
- 33 d. WSDOT will preserve the trees along the north and south sides of SR 520 between
34 I-5 and the Portage Bay Bridge in place to the maximum practicable extent. Trees
35 that must be removed during construction will be replaced after construction,
36 where practicable, per City of Seattle requirements. There will be public
37 involvement with both the Roanoke Park and North Capitol Hill communities in
38 developing the vegetation management plan (stipulation III.B.4) for this area.
- 39 e. WSDOT will revegetate the SR 520 roadside areas from I-5 to the 10th/Delmar lid
40 according to WSDOT standards, but will consult with the Roanoke Park and North
41 Capitol Hill communities to identify and select plantings compatible with the
42 historic character of the area to the extent feasible.
- 43 f. Where right-of-way fence is required, WSDOT will consult with the Portage
44 Bay/Roanoke and North Capitol Hill communities about the possibilities for
45 visually compatible fencing.

- 1 g. To assist the North Capitol Hill community in future historic preservation planning
2 efforts, WSDOT will record and evaluate the Billodue House at 2333Broadway
3 Avenue East for NRHP eligibility. Survey materials will be compiled in a format
4 compatible with both the DAHP and City of Seattle’s historic property databases.
5

6 **7. Projectwide effects**

- 7 a. In consultation with the concurring parties to this Agreement, WSDOT will create
8 a web-based interpretive site on the history of the project area. Topics to be
9 presented on the site might include information on the historic properties within
10 the APE; the Olmsted plan and the Alaska Yukon Pacific Exposition; summarized
11 findings of the archaeological investigations; a redacted, non-confidential report on
12 the ethnography of the project area and Lake Washington. [*In order to agree to
13 this measure, WSDOT will need to have a partner who will commit to maintaining
14 this site once WSDOT has developed it; are any of the concurring parties willing
15 to undertake this task?*]
- 16 b. If the Final EIS for the Project determines that noise walls are warranted at any
17 locations within the project area, WSDOT will consult with affected property
18 owners, the City of Seattle Landmarks Preservation Board where appropriate,
19 DAHP, and the concurring parties to this Agreement to determine the aesthetic
20 treatment of the walls and ensure compatibility with the historic character of
21 nearby historic properties. Consultations will follow WSDOT policy and
22 procedures [[http://www.wsdot.wa.gov/NR/rdonlyres/26528ACC-7437-427C-BE81-
23 F6FFA9C3BFD2/0/WSDOTNoisePolicy.pdf](http://www.wsdot.wa.gov/NR/rdonlyres/26528ACC-7437-427C-BE81-F6FFA9C3BFD2/0/WSDOTNoisePolicy.pdf)].
- 24 c. WSDOT is implementing use of noise-absorptive materials along barriers, and
25 through the design process will evaluate and implement feasible options for noise-
26 absorptive materials at the portals to lids and along bridge expansion joints.
- 27 d. WSDOT and SDOT will coordinate to ensure that one of these agencies and/or
28 another specifically identified party will be responsible for maintenance of
29 landscaping installed as part of the Project.
- 30 e. WSDOT will ensure that permanent lighting throughout the corridor is designed to
31 minimize glare into homes and parks and out over the water; lighting on the lids
32 will be reviewed by the SDC and DAHP to ensure compatibility with the historic
33 setting and residential character of surrounding areas.
- 34 f. In consultation with the concurring parties to this Agreement, WSDOT will
35 consider requests to install landscaping or landscaped buffers where practicable in
36 areas where buffer zones are being removed or reduced, and where new or
37 relocated traffic lanes would intrude on the character of a historic district or the
38 settings of individual historic properties.
39

40 **III. Community Construction Management Plan**

41 **A. Purpose of the CCMP**

- 42 1. Through standard BMPs, WSDOT will take precautions to protect historic properties
43 from excessive noise, vibration, excavation, and damage from heavy equipment,
44 including hauling and cement trucks. Applicable BMPs also include those for traffic
45 control, glare, vibration, noise, and fugitive dust management.
46

- 1 2. Development and implementation of the CCMP will provide an ongoing opportunity
2 for the concurring parties to this Agreement and the public to have input into
3 construction management decisions that can help to avoid, minimize, or mitigate the
4 effects of construction activities on historic properties.
- 5 3. The CCMP will be designed to provide opportunities for WSDOT to keep the
6 concurring parties to the Agreement and the general public informed.

7
8 **B. Proposed subcomponents of the CCMP, to be developed in consultation with**
9 **concurring parties and the public prior to the beginning of construction.**

- 10 1. A plan for access by emergency service providers to homes and businesses.
- 11 2. A plan for maintenance of basic services (water, gas, electric, internet, etc.) and for
12 timely response in case of accidental interruptions of service as a result of
13 construction activities.
- 14 3. A communications plan covering the following:
 - 15 a. a process for making up-to-date construction information (schedules, schedule
16 changes, potential delays, current work areas, street closures and detours, results
17 of monitoring, etc.) available to the public. Potential notification mechanisms
18 could include a website, smart phone application, automated traffic management
19 signs, etc.;
 - 20 b. development of an email list that WSDOT will use to inform communities of
21 upcoming construction information. Email notification will include Community
22 Council officers so that timely information can be distributed through community
23 online forums;
 - 24 c. a single-point communications center to be established for the duration of
25 construction. This would include a 24/7 contact phone number and an email
26 address to which problems, questions, and concerns could be sent. These
27 communications would then be directed to the appropriate jurisdiction or agency
28 for resolution; and
 - 29 d. a process through which the concurring parties to this Agreement may receive
30 routine construction updates/outlooks as well as notifications of applicable permit
31 conditions such as periods when noise variances will be in place.
- 32 4. A vegetation management plan to include provisions for:
 - 33 a. monitoring of construction effects on mature trees within and near the limits of
34 construction along the entire corridor. This monitoring is ongoing and the results
35 will be made available to the concurring parties to this Agreement during
36 construction;
 - 37 b. protecting trees and other screening vegetation located outside the construction
38 work area from construction impacts;
 - 39 c. replacing removed trees following City of Seattle street tree standards; and
 - 40 d. WSDOT monitoring of contractor adherence to this plan.
- 41 5. An erosion control plan to be implemented throughout the construction period.
- 42 6. A plan for traffic management during construction to keep traffic flowing, limit
43 detour routes through residential areas, and ensure access for residents, etc.
- 44 7. A haul route management plan including the following commitments:

- a. WSDOT will ensure that, to the maximum feasible extent, the construction contractor utilizes the mainline of I-5 and SR 520 for all material hauling during construction.
- b. Construction traffic will be limited to city-designated arterials that are defined as truck routes.
- c. Selection of haul routes and any restrictions on haul route use will be determined in consultation with SDOT and the concurring parties to this Agreement.

IV. Changes in Haul Route Locations

- A. Potential haul routes have been identified for the Project based on the best information available at the time of execution of this Agreement (Appendix D).
- B. Should there be a change in the location of a haul route after execution of this Agreement such that the new route is still within the Project APE, WSDOT will consult with DAHP and the appropriate concurring parties concerning the effects of this change on historic properties.
- C. Should there be a change in the location of a haul route after execution of this Agreement such that the new route extends beyond the boundaries of the current APE (Appendix B), WSDOT will revise the APE following the same approach for identification of historic properties along potential haul routes used within the current APE.
- D. WSDOT will ensure that potential historic properties within the area thus added to the APE are identified and evaluated for NRHP eligibility in consultation with DAHP.
- E. FHWA and WSDOT, in consultation with DAHP, will assess the effects of the new potential haul route on any properties determined to be eligible for the NRHP within the current or expanded APE.
- F. Any adverse effects under Section 106 will be resolved by WSDOT and FHWA through consultation with DAHP and any affected concurring parties to this Agreement.
- G. The provisions of the CCMP described in stipulation III will apply to any haul routes selected subsequent to the execution of this Agreement.

V. Dispute Resolution

- A. All signatories and concurring parties to this Agreement shall strive to address and resolve disagreements informally.
- B. In the event that informal resolution cannot be achieved, any party to this Agreement may object in writing to FHWA or WSDOT regarding any action carried out or proposed with respect to implementation of this Agreement. The agency receiving the objection shall, within 10 days, initiate consultation with the objecting party to resolve the objection.
- C. If after initiating such consultation FHWA or WSDOT determines that the objection cannot be resolved through consultation, FHWA shall forward all documentation relevant to the objection to ACHP, including the agency's proposed response to the objection.
- D. Within 30 days after receipt of all pertinent documentation, ACHP shall exercise one of the following options:

- 1 1. advise FHWA that ACHP concurs in the agency's proposed response to the
- 2 objection, whereupon FHWA will respond to the objection accordingly;
- 3 2. provide FHWA with recommendations, which the agency shall take into account in
- 4 reaching a final decision regarding its response to the objection; or
- 5 3. notify FHWA that the objection will be referred for comment pursuant to 36 CFR
- 6 §800.7(a)(4), and proceed to refer the objection and comment.
- 7 E. FHWA shall take the resulting comment into account in accordance with 36 CFR
- 8 §800.7(c)(4), with reference only to the subject of the dispute; FHWA's responsibility
- 9 to ensure that all actions under this Agreement that are not the subjects of the dispute
- 10 are carried out will remain unchanged.
- 11

12 **VI. Amendment and Termination**

- 13 A. Any signatory to this Agreement may request that it be amended, whereupon the
- 14 signatories will consult to reach a consensus on the proposed amendment. WSDOT will
- 15 seek input from the concurring parties on any proposed amendments. Any amendment
- 16 to the Agreement must be signed by all signatories.
- 17 B. If execution of the first construction contract for the Project is delayed for more than
- 18 five years after execution of this Agreement, the signatories to this Agreement will
- 19 meet or consult electronically to determine whether any amendments to this Agreement
- 20 should be proposed. WSDOT will seek input from the concurring parties as to whether
- 21 any amendments are needed.
- 22 C. Any signatory to this Agreement may terminate it by providing a thirty-day written
- 23 notice to the other parties, provided that the signatories and concurring parties will
- 24 consult during the thirty-day period prior to termination to seek agreement on
- 25 amendments or other actions that would avoid termination.
- 26 D. In the event of termination, FHWA shall comply with 36 CFR Part 800 for all
- 27 remaining actions under this Agreement.
- 28

29 **VII. Monitoring of Performance**

- 30 A. Every six months for the duration of this Agreement and beginning six months after the
- 31 execution of the first construction contract for the Project, WSDOT will, after
- 32 communication and coordination with the concurring parties to ascertain the need,
- 33 convene a meeting of the concurring parties to evaluate the operation of the Agreement.
- 34 At that time, the concurring parties may discuss whether or not the Agreement is
- 35 functioning as intended and whether the Agreement needs to be amended to correct and
- 36 improve its performance. WSDOT will provide the signatories to this Agreement with
- 37 information on any amendments recommended by the concurring parties. The
- 38 signatories will then review the recommendations concerning amendments to the
- 39 Agreement under the provisions of stipulation VI.
- 40 B. Every six months following the execution of the first construction contract and at least
- 41 thirty days prior to the concurring parties meeting, when held, WSDOT will prepare a
- 42 report on all activities carried out under the Agreement for the previous six months and
- 43 distribute the report to the concurring parties.
- 44

45 **VIII. Duration of Agreement**

1 This Agreement will continue in full force and effect until FHWA grants final acceptance
2 of the Project and all terms of this Agreement are met, unless the Project is terminated or
3 authorization for the project is rescinded.

4

5 Execution and implementation of this Agreement evidence that FHWA and USACE have
6 taken into account the effects of the SR 520, I-5 to Medina Bridge Replacement and HOV
7 Project on historic properties and afforded the ACHP an opportunity to comment on those
8 effects.

9

10 Advisory Council on Historic Preservation

11 By: _____ Date: _____
12 John M. Fowler, Executive Director

14 Federal Highway Administration

15 By: _____ Date: _____
16

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

18 By: _____ Date: _____
19

20 Washington State Historic Preservation Officer

21 By: _____ Date: _____
22 Allyson Brooks, Ph.D.

24 Washington State Department of Transportation

25 By: _____ Date: _____
26
27

28 **Concurring:**

29 Muckleshoot Indian Tribe

30

31 By: _____ Date: _____
32

33 Tulalip Tribes

34 By: _____ Date: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36

Snoqualmie Indian Tribe

By: _____ Date: _____

Suquamish Tribe

By: _____ Date: _____

City of Seattle

By: _____ Date: _____

King County Historic Preservation Office

By: _____ Date: _____

University of Washington

By: _____ Date: _____

National Oceanic and Atmospheric Administration, Northwest Fisheries Science Center

By: _____ Date: _____

The Washington Trust for Historic Preservation

By: _____ Date: _____

Historic Seattle Preservation Foundation

By: _____ Date: _____

Friends of Seattle's Olmsted Parks

By: _____ Date: _____

Washington Park Arboretum Foundation

By: _____ Date: _____

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23

Portage Bay Roanoke Community Club

By: _____ Date: _____

Montlake Community Council

By: _____ Date: _____

Concerned Citizens of Montlake – SR 520

By: _____ Date: _____

North Capitol Hill Neighborhood Association

By: _____ Date: _____

Seattle Yacht Club

By: _____ Date: _____

DRAFT