

MEMORANDUM OF AGREEMENT
BETWEEN THE FEDERAL AVIATION ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE UTAH STATE HISTORIC PRESERVATION OFFICE,
AND THE CITY OF RICHFIELD
REGARDING THE RICHFIELD MUNICIPAL AIRPORT IMPROVEMENT PROJECTS
CITY OF RICHFIELD, SEVIER COUNTY, UTAH

WHEREAS, the Federal Aviation Administration (FAA) plans to fund the remaining Richfield Municipal Airport Improvement Projects (undertaking) pursuant to the Airport and Airway Improvement Act of 1982 (Public Law 97-248) as requested by the City of Richfield (Airport Sponsor); and

WHEREAS, the undertaking, which will be completed by the Airport Sponsor, consists of relocating, extending and strengthening Runway 01/19; relocation and installation of airfield lighting; construction of an electrical vault; reconstruction of the former runway into full-length taxiway; apron construction; relocation of Airport Road and Richfield Canal; installation of security fencing; relocation of fuel system; and the relocation of a city well; of which apron construction, security fencing and well relocation are the projects that have not been completed; and

WHEREAS, the FAA has defined the undertaking's area of potential effect (APE) to include the entire airport boundary, all areas of acquisition, and all areas of disturbance as depicted in Attachment A; and

WHEREAS, the Richfield Canal and two historic cabins were resources eligible for listing on the National Register of Historic Places that were identified within the APE;

WHEREAS, the FAA determined that Section 110(k) Anticipatory Demolition was triggered when the Richfield Canal and two historic cabins were adversely affected during construction by the Airport Sponsor; and

WHEREAS, the FAA reviewed the circumstances that led to the demolition in consultation with the Advisory Council on Historic Preservation (ACHP) and the Utah State Historic Preservation Office (UT-SHPO), and has concluded that there were mitigating circumstances related to the demolition that justify FAA granting the remaining financial assistance that would allow the Airport to complete this undertaking; and

WHEREAS, the FAA has worked with the UT-SHPO and Airport Sponsor pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. §470f) to determine the appropriate mitigation to abate the adverse effects that occurred to historic properties as a result of the undertaking; and

WHEREAS, the FAA invited the Paiute and Ute Tribes (2015 and 2016) to participate in recognition of the unique government-to-government relationship between the federal government and federally-recognized American Indian tribes and no responses were received; and

WHEREAS, the FAA has consulted with the Richfield Certified Local Government regarding the effects of the undertaking on historic properties and has invited them to participate as a consulting party; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the FAA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination and provided relevant background information in accordance with 36 CFR § 800.11(e), and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, the FAA has consulted with consulting parties in accordance with 36 C.F.R. 800.6(b)(2), “Resolution with Council Participation” and negotiated an acceptable mitigation plan that will address the adverse effects on the two historic cabins and the Richfield Canal; and,

NOW, THEREFORE, the FAA, the ACHP and the UT-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.

STIPULATIONS

The FAA shall ensure that the following measures are carried out:

I. HISTORICAL CONTEXT REPORT

The Airport Sponsor will hire a qualified professional to prepare a historical context report of the historical events associated with the development of farmsteads during the settlement of the City of Richfield (consistent with the historical cabins impacted by the project) and the Richfield Canal. A “qualified professional” is a person who meets the relevant standards outlined in the Archeology and Historic Preservation: Secretary of the Interior’s Standards and Guidelines [As Amended and Annotated] (http://www.nps.gov/history/local-law/arch_stnds_9.htm). The primary purpose of the report is to identify, to the greatest extent possible, the history, development and significance of the two cabins and the Richfield Canal. The report will include images representative of historical farmsteads and the Richfield Canal. In developing the report, the consultant will conduct additional research, including primary and secondary source materials as well as documenting oral histories, to supplement and augment the historic contexts already developed.

The Airport Sponsor will submit a draft of the report to the FAA, the ACHP, the UT-SHPO, and the Richfield Certified Local Government for their review and comment. The parties will have 30 calendar days to provide comments. The Airport Sponsor will take all comments into consideration when updating the report. The parties will have 15 calendar days to review the revised report. The Airport Sponsor may proceed with the final report if no comments are received within 30 days of the receipt of the draft report. The procedures listed under Dispute Resolution (Stipulation VI) will be followed if any of the signatories do have concerns with the final report. The Airport Sponsor will provide one paper copy and one electronic copy of the final report to the parties within two years of execution of this MOA.

II. PUBLIC EDUCATION AND OUTREACH

The signatories will determine the final product that will be created for public use based on the final report contained in Stipulation I. The intent is to develop a product that will be used by the public and help to further education on the history of the City of Richfield. The signatories will meet (either in person or by conference call) within 90 days after the issuance of the final report to determine the appropriate public use product. All signatories must agree on the final product. The Airport Sponsor will have two years to develop and obtain signatory approval of the final product.

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Items considered include, but are not limited to, one or more of the following:

- Creation of an interpretive display;
- Installation of historical markers;
- Development of a lesson plan and book to be shared with local schools;
- Creation of a book on history of the Richfield Canal with associated representative farmsteads to be shared with library and schools and on display at the City Offices;
- Development of an educational website.

III. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the FAA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

IV. POST-REVIEW DISCOVERIES

In the event that historic or archaeological resources are discovered or that unanticipated effects on historic properties are found during undertaking, the Airport Sponsor shall follow the procedure specified in 36 CFR § 800.13 by stopping work in the immediate area and informing the FAA and the UT-SHPO of such unanticipated discoveries or effects within two (2) business days.

V. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, the Airport Sponsor and the FAA shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the FAA's efforts to carry out the terms of this MOA.

VI. 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, the FAA shall consult with such party to resolve the objection. If the FAA determines that such objection cannot be resolved, the FAA will:

A. Forward all documentation relevant to the dispute, including the FAA's proposed resolution, to the ACHP. The ACHP shall provide the FAA 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, the FAA 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 FAA 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, the FAA may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision, the FAA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA, and provide them and the ACHP with a copy of such written response.

C. The FAA'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.

VII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VIII. TERMINATION

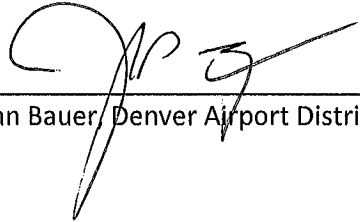
If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the FAA must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The FAA shall notify the signatories as to the course of action it will pursue.

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


SIGNATORIES:

Federal Aviation Administration

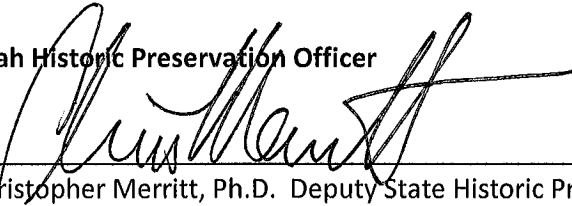


John Bauer, Denver Airport District Office Manager
Date: January 4, 2017


Advisory Council on Historic Preservation



John M. Fowler, Executive Director
Date: 2/14/17

Utah Historic Preservation Officer


Christopher Merritt, Ph.D. Deputy State Historic Preservation Officer
Date: January 17, 2017

City of Richfield


David C. Ogden, City of Richfield Mayor
Date: 1/12/17

Notes: