



**NOTICE OF SPECIAL SESSION OF THE COCONINO COUNTY BOARD OF SUPERVISORS AND BOARD OF DIRECTORS OF THE COCONINO COUNTY FLOOD CONTROL DISTRICT PURSUANT TO A.R.S. § 38-431.01 & § 38-431.02**

**Wednesday, March 30, 2022, 11:00 AM**

**The Board of Supervisors' meeting will be held via webinar technology using Zoom. To join the webinar, please use the following URL: <https://us06web.zoom.us/j/89295713046> Or Telephone: Dial 833 548 0282 (Toll Free), Webinar ID: 892 9571 3046. The meeting can also be streamed and viewed on the County YouTube site:**

**[https://www.youtube.com/results?search\\_query=coconino+county](https://www.youtube.com/results?search_query=coconino+county)**

Members of the Board of Supervisors will attend either virtually or by telephone. Persons with a disability may request a reasonable accommodation by contacting the Clerk of the Board of Supervisors Office at 928-679-7145. Requests should be made as early as possible to allow time to arrange the accommodation.

**Notice of Option to Recess in Executive Session**

Pursuant to A.R.S. § 38-431.02, notice is hereby given to the members of the Board of Supervisors and to the general public that, at this meeting, the Board of Supervisors may vote to recess into Executive Session, which will not be open to the public, with the County's attorneys for legal advice and discussion on any item listed on the following agenda, pursuant to A.R.S. § 38-431.03 (A) (3).

**Call to Order:**

*The Board of Supervisors will resolve as the Flood Control District Board of Directors.*

**Flood Control District Board Discussion and Possible Action Item:**

1. Consideration and possible action to approve a Memorandum of Agreement (MOA) between the Natural Resources Conservation Service and the Arizona State Historic Preservation Officer, regarding the Museum Fire Emergency Watershed Protection Plan 2021B project in Flagstaff, Coconino County, Arizona; and to authorize Lucinda Andreani to sign on behalf of the Flood Control District, as an invited signatory. Board approval of the MOA is necessary to secure the final approval from the SHPO and NRCS to proceed with construction. **Flood Control District**

**Adjourn:**

CERTIFICATION OF POSTING OF NOTICE

The undersigned hereby certifies that a copy of the foregoing notice was duly posted at the Coconino County Administration Building, 219 East Cherry Avenue, Flagstaff, Arizona, on this Date: \_\_\_\_\_ at \_\_\_\_\_ am / pm (circle one) in accordance with the statement filed by the Coconino County Board of Supervisors with the Clerk of the Board.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Lindsay Daley, Clerk of the Board



Meeting Date: 03/30/2022

**DATE:** 03/28/2022

**TO:** Honorable Chair and Members of the Board

**FROM:** Lucinda Andreani, Flood Control District Administrator

**SUBJECT:** Consideration and possible action to approve a Memorandum of Agreement (MOA) between the Natural Resources Conservation Service and the Arizona State Historic Preservation Officer, regarding the Museum Fire Emergency Watershed Protection Plan 2021B project in Flagstaff, Coconino County, Arizona; and to authorize Lucinda Andreani to sign on behalf of the Flood Control District, as an invited signatory. Board approval of the MOA is necessary to secure the final approval from the SHPO and NRCS to proceed with construction. Flood Control District

**RECOMMENDED MOTION:**

Approve a Memorandum of Agreement (MOA) between the Natural Resources Conservation Service and the Arizona State Historic Preservation Officer, regarding the Museum Fire Emergency Watershed Protection Plan 2021B project in Flagstaff, Coconino County, Arizona; and to authorize Lucinda Andreani to sign on behalf of the Flood Control District, as an invited signatory. Board approval of the MOA is necessary to secure the final approval from the SHPO and NRCS to proceed with construction.

**BACKGROUND:**

During the summer of 2021, monsoon rainfall on the Museum Fire burn scar created five major flood events that impacted the Museum Flood Area. 58 homes sustained interior flooding with about \$1 million in damages. The District spent \$2,427,908 on response and further mitigation over the summer and has spent a total of over \$4.5 million since the fire in 2019 on mitigation and response. The City's infrastructure sustained over a \$1 million in damage. In addition to these costs, a major public safety threat will remain for many years leaving residents and businesses in the Museum Flood Area in fear and with a high level of anxiety and instability given expected continuing severe and repetitive post-wildfire flooding.

The Museum Fire burn scar and the channels below the burn scar are producing a tremendous amount of sediment resulting from high velocity floodwater from steep slopes now devoid of vegetation. The County and City crews removed over 13,000 tons of sediment from the City area just from these five major flood events. The volume of sediment is a critical factor influencing the ability to mitigate the post-wildfire flooding impacts. The City's existing flood conveyance

system and any future expansion of this system will be greatly limited by the continuing high volume of sediment...in other words, the channels, inlets, and stormwater system will just continue to fill up with sediment making effective flood mitigation very tenuous.

To address the production of sediment, the District is pursuing two watershed restoration strategies: restoration and stabilization of alluvial fans (wide areas where floodwater slows down and drops out the sediment) and stabilization of the major channels to reduce the severe erosion taking place. This work must be done on land below the burn scar given the burn scar is too steep to sustain these measures. To arrest an adequate amount of the sediment to support additional flood mitigation downstream, all the areas downstream where the terrain is appropriate for these measures must be addressed.

On January 11, 2022, for the private and municipal lands, the District approved a final grant agreement with the U.S. Department of Agriculture's Natural Resources Conservation Service (NRCS) for Emergency Watershed Protection Program funding in the amount of \$3,512,940.98 to engineer and construct watershed restoration measures on private and municipal properties in the Museum Flood Area.

As the proposed project is funded by NRCS, and is therefore a federal undertaking, NRCS conducted an archeological survey and identified an area of potential effect (APE). Survey of the APE by NRCS archaeologists identified a segment of the Beale Wagon Road, a historic property that has been determined eligible for inclusion in the National Register of Historic Places (NRHP). Another cultural site was identified in the Area of Potential Effect, but project activities will completely avoid this site.

An approximate 1,000-ft-long segment of the 165-year-old wagon road on land owned by the City of Flagstaff cannot be avoided and will be destroyed by the project. Because of the Adverse Effect determination for the project, a Memorandum of Agreement (MOA), before your today, has been developed amongst NRCS, the Arizona State Museum, City of Flagstaff, and the District to mitigate the destruction of this section of the Beale Wagon Road.

This memorandum of agreement has been developed pursuant to Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, 54 USC 306108, and pursuant to 36 Code of Federal Regulations (CFR) Part 800, the Advisory Council on Historic Preservation (ACHP)'s regulations implementing Section 106. NRCS has distributed this MOA to consulting parties, tribes, and private landowners within the APE, and any other interested parties that have notified NRCS that they would like to participate in the Section 106 process.

The District is an invited signatory of the MOA. Only signatories or invited signatories are required to sign the MOA. NRCS has conducted outreach during the consultation phase leading up to the finalization of this MOA. Those property owners within the delineated APE have been provided an opportunity to sign the MOA as a concurring party.

Board approval of the MOA is necessary to secure the final approval from the SHPO and NRCS to proceed with construction.

#### **ALTERNATIVES:**

Disapprove this MOA and abandon the NRCS EWPP grant and project.

**FISCAL IMPACT:**

There is no fiscal impact directly associated with approval of the MOA. Implementation of the MOA will incur costs but will be subject to reimbursement and cost share match of the signed grant agreement for implementation of the NRCS Emergency Watershed Protection Project.

**ATTACHMENTS:**

- 1 - Staff Report
- 2 – NRCS/FCD MOU

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NATURAL RESOURCES CONSERVATION SERVICE ARIZONA STATE OFFICE  
AND THE  
ARIZONA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE MUSEUM FIRE EMERGENCY WATERSHED  
PROTECTION PLAN 2021B PROJECT IN  
FLAGSTAFF, COCONINO COUNTY, ARIZONA**

**WHEREAS**, the Natural Resources Conservation Service (NRCS) and Coconino County Flood Control District (District) propose a watershed rehabilitation project downstream of the Museum Fire burn area near and in Flagstaff (the project); and

**WHEREAS**, the NRCS plans to fund the Museum Fire Emergency Watershed Protection Plan (EWP) 2021b Project (the Undertaking) pursuant to the NRCS EWP program (Watershed Protection and Flood Prevention Act [Public Law 83-566, as amended, 16 United States Code (USC) 1001-1012]); and

**WHEREAS**, the proposed project will be funded by NRCS, and is therefore a federal undertaking and this memorandum of agreement (MOA or Agreement) is being developed pursuant to Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, 54 USC 306108, and pursuant to 36 Code of Federal Regulations (CFR) Part 800, the Advisory Council on Historic Preservation (ACHP)'s regulations implementing Section 106; and

**WHEREAS**, the Undertaking consists of construction of new sediment reduction measures and emergency repairs and improvements to existing sediment reduction measures proposed as a result of flooding events downstream of the Museum Fire burn area near the Dry Lakes area adjacent to Flagstaff, Coconino County, Arizona; and

**WHEREAS**, the area of potential effects (APE) for the Undertaking consists of two (2) discontinuous parcels totaling 86.3 acres and is on land owned by the City of Flagstaff and privately owned, in portions of Sections 2, 3, and 11, T21N, R7E, and in portions of Section 34, T22N, R7E, as shown in Appendix A; and

**WHEREAS**, the APE has been subjected to a Class III cultural resources survey resulting in the identification of two (2) historic properties, AZ I:14:5(ASM)/Beale Wagon Road, and AZ I:14:1(NRCS) and NRCS consulted with SHPO using preliminary data because site documentation was not completed due to ground surface visibility. SHPO concurred with the determinations of eligibility (Klebacha [SHPO] to Tatem [NRCS], January 3, 2022), and NRCS will continue consultation on the adequacy of the survey report once it is complete; and

**WHEREAS**, the NRCS has determined, pursuant to CFR § 800.5(a), that the Undertaking will have an adverse effect on AZ I:14:5(ASM)/Beale Wagon Road, a segment of which is located on City of Flagstaff land, while AZ I:14:1(NRCS), located on private land, will be completely avoided by project activities; and

**WHEREAS**, the SHPO is authorized to enter into this MOA in order fulfill its role of advising and assisting federal agencies in carrying out their responsibilities under Sections 101 and 106 of the NHPA (36 CFR §§ 800.2[c][1][i] and 800.6[b]), and SHPO is a signatory to this Agreement; and

**WHEREAS**, the SHPO is authorized to advise and assist the federal and state agencies in carrying out their historic preservation responsibilities and cooperate with these agencies under ARS § 41-511.04(D)(4); and

**WHEREAS**, the District, as applicant for federal assistance for this project, has participated in consultation and has been consulted pursuant to 36 CFR § 800.3(f), and is an invited signatory to this Agreement; and

**WHEREAS**, a portion of the APE is on City of Flagstaff land, and the City of Flagstaff will be responsible for obtaining easements, the City of Flagstaff has been consulted pursuant to 36 CFR § 800.3(f), and is an invited signatory to this Agreement; and

**WHEREAS**, a Clean Water Act Section 404 permit will be required, and the U.S. Army Corps of Engineers (Corps) has been invited to participate in this MOA as an invited signatory; and

**WHEREAS**, NRCS and the Corps have agreed that NRCS is acting as the lead federal agency for ensuring that the Undertaking is in compliance with Section 106 of the NHPA and pursuant to 36 CFR part 800.2(a)2, and NRCS has consulted with the Corps about the effects of the Undertaking on historic properties; and

**WHEREAS**, the District will enter into a Cooperator Agreement with each private landowner where project activities will take place during the course of the Undertaking; and

**WHEREAS**, the City of Flagstaff will secure easements from those properties within the city's boundaries where project activities will take place; and

**WHEREAS**, portions of the project occur on privately owned land, and individual property owners are invited to participate in this agreement as concurring parties; and

**WHEREAS**, NRCS has consulted with the Fort McDowell Yavapai Nation, the Fort Mojave Indian Tribe, the Havasupai Tribe, the Hopi Tribe, the Hualapai Tribe, the Navajo Nation, the Pueblo of Zuni, the San Carlos Apache Tribe, the Tonto Apache Tribe, the White Mountain Apache Tribe, the Yavapai-Apache Nation, and the Yavapai Prescott Indian Tribe for which AZ I:14:1(NRCS) has religious and cultural significance, pursuant to 36 CFR § 800.2(c)(2)(ii)(A)-(F), regarding the effects of the Undertaking on historic properties and has invited them to sign this Agreement as concurring parties; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), NRCS has notified the ACHP of its adverse effect determination with specified documentation (e106 form submitted January 12, 2022), and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii) [(letter dated January 21, 2022)]; and

**WHEREAS**, the Arizona State Museum (ASM) has been invited to participate, pursuant to 36 CFR § 800.6(c)(2)(iii), because it has mandated authority and responsibilities under Arizona Revised Statutes (ARS) § 41-841 et seq., that apply to that portion of the Undertaking on state lands in Arizona (state, county, municipality, or other subdivision of the state) and ARS § 41-865, that applies to private lands, and is a concurring party to this Agreement; and

**WHEREAS**, pursuant to 36 CFR § 800.2(d)(1)—(2), NRCS will solicit and consider public comment throughout the Section 106 process, utilizing accepted practices; and

**WHEREAS**, all days referred to in this MOA are calendar days, unless otherwise noted; and

**NOW, THEREFORE**, the NRCS and the SHPO 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

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

### I. DEFINITIONS

The definitions in Appendix B follow 36 CFR § 800.16 and are used within this MOA. “Signatories” refers to signatories and invited signatories.

### II. ROLES AND RESPONSIBILITIES

- A. The signatories agree that NRCS is the lead agency for administering and implementing this MOA. These responsibilities include but are not limited to consulting and coordinating with the consulting parties; conducting Government-to-Government consultation with the Tribes; ensuring that all signatories and invited signatories carry out their responsibilities; overseeing all cultural resource work including any additional cultural resources inventory and completion of previous inventory reporting, drafting the data recovery report; assembling all submissions to the consulting parties, including additional cultural resources inventory reports (if needed); and seeking SHPO concurrence with all agency compliance decisions.
- B. NRCS and the District shall notify private landowners within the APE via public notice, mailings, and a publicly held virtual meeting. The District will also establish a project webpage as a component of its Museum Flood Area Website. In addition, the District’s consulting engineer, Natural Channel Design will also communicate individually with all property owners whose property is directly impacted by the Undertaking.
- C. For those private properties where project activities will take place, the District will secure Cooperator Agreements to access the property and implement the Undertaking. The



Cooperator Agreement will include a recital that acknowledges the adverse impact to the historic Beale Wagon Road and the property owners' opportunity to be a concurring party to the MOA.

### **III. PROFESSIONAL QUALIFICATIONS**

All work carried out pursuant to this MOA shall meet the *Secretary of the Interior's Standards for Archaeology and Historic Preservation*, as per Section 112(a)(1)(A) of the NHPA and § 800.2(a)(1) of the implementing regulations. All work shall be conducted by or under the direct supervision of professionals who meets the qualifications set forth therein.

The project proponent shall ensure that its cultural resources contractor obtains an Arizona Antiquities Act Permit from the ASM prior to conducting archaeological activities for portions of the project on state, city or county lands pursuant to ARS § 41-841 et. seq.

### **IV. RESOLUTION OF ADVERSE EFFECTS**

The NRCS shall, if possible, avoid adverse effects to all types of historic properties, with input from consulting parties. Avoidance measures for historic properties may include (but are not limited to) redesigning project developments, fencing of sites during construction, monitoring of construction near site areas within a buffer zone, or placing infrastructure outside of site boundaries. The Undertaking has been designed to avoid the portion of AZ I:14:1(NRCS) within Survey Area 1, with a 50-ft buffer that will be marked with lath staking and flagging tape during the project.

AZ I:14:5(ASM)/Beale Wagon Road is located within portions of Survey Area 3 and Survey Area 4. A segment of this historic road is present within the eastern portion of the Survey Area 3, but will be avoided by all ground-disturbing activities. A 50-ft avoidance buffer defined by wooden lath stake and flagging tape will be erected around the site in this location. The portion of the site in Survey Area 4 on City of Flagstaff land cannot be avoided. The portion of the site on private land in Survey Area 4 has been completely destroyed and no avoidance is necessary.

Where avoidance is not possible, the NRCS shall minimize or mitigate adverse effects to historic properties as described in Appendix C of this MOA. NRCS and SHPO agreed that development of a separate historic properties treatment plan is not necessary as archaeological data recovery will not be required. Mitigation, presented in Appendix C, shall be consistent with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 CFR 44734-44737) and the Arizona Antiquities Act.

### **V. REPORT REVIEW AND COMMENT**

A. Within six (6) months after completion of the archival study and literature review, the consultant shall prepare a draft data recovery report, incorporating all appropriate descriptions, data analyses, and interpretations.

- B. Upon receipt of the draft data recovery report, NRCS shall review and subsequently submit such document concurrently to all consulting parties for review.
- C. Consulting parties shall have thirty (30) calendar days from receipt to review and provide comments on the draft data recovery report to NRCS. All comments shall be in writing, with copies provided to the other consulting parties.
- D. NRCS will take all comments received into consideration when revising the draft data recovery report.
- E. If only non-substantive comments are received (e.g., typographical errors), NRCS will make appropriate revisions and forward the final data recovery report to all consulting parties for their records.
- F. If substantive comments are received, NRCS will address these in a revised data recovery report, which will be forwarded to all consulting parties, in accordance with stipulations VI.a – VI.d, above.
- G. Lack of response by a consulting party will not be considered concurrence. NRCS will make a good faith effort to contact that party by telephone or email after the review period is over.
- H. After all necessary changes are made and applicable consultation completed, NRCS will ensure that the data recovery report is finalized, and copies of this final report shall be provided to all consulting parties, as described in the MOA.

## **VI. CURATION**

All records resulting from the mitigation of AZ I:14:5(ASM)/Beale Wagon Road will be curated in accordance with standards 36 CFR 79 and guidelines generated by ASM, under the NRCS accession number obtained for the project, and an updated site card will be submitted to the Archaeological Records Office depicting the road before the project and after the construction is completed. The synthetic report of the road in Coconino County will also be curated at the Museum of Northern Arizona and the SHPO.

## **VII. TRIBAL CONSULTATION**

Consultation to identify, evaluate, document, and mitigate adverse impacts to properties of religious and cultural significance and Traditional Cultural Places has occurred and will continue to occur as part of the Section 106 process.

## **VIII. COMMUNICATION**

Electronic mail (email) will serve as the official correspondence method for all communications regarding this MOA and its provisions, unless otherwise requested. It is the responsibility of each consulting party to immediately inform the NRCS of any change in name, address, email address, or phone number of any point-of-contact. The NRCS will forward this information to all signatories and concurring parties by email.

## **IX. CONSTRUCTION VARIANCE REVIEW PROCESS**

All construction needs cannot be anticipated in advance, and areas required for additional work space (e.g., access roads, ancillary facilities, reroutes, etc.) may be identified at any time following the acceptance of the Inventory Report(s) by the consulting parties. If any newly identified construction needs would result in ground disturbing activities outside of the surveyed areas identified in the Inventory Report, the Proponent will request a variance review from the NRCS, after having the variance APE surveyed for cultural resources by a qualified professional.

Any additional survey on city, county, or state lands will be conducted in accordance with the Arizona Antiquities Act. Any associated reports must be submitted to ASM and all consulting parties for review, regardless of whether or not cultural resources are identified. If no cultural resources or properties of cultural or religious significance to Tribes are present within the variance APE, the results of the Class I and Class III inventories will be reported on the SHPO Survey Report Summary Form (SRSF) prior to any variance issuance or use for project-related activities. The NRCS will provide an expedited review of the variance request, not to exceed five (5) working days following receipt, and will provide the Proponent with written recommendations regarding the variance issuance via electronic mail.

If cultural resources or properties of cultural or religious significance to Tribes are present within the variance APE, the Proponent's archaeologist (or NRCS) will prepare a Variance Inventory Report, and submit it via electronic mail to the NRCS; the NRCS will make determinations of eligibility (DOEs) and submit the Variance Inventory Report to the consulting parties for review and comment. The consulting parties will provide an expedited review within five (5) working days or less. If no objections to the DOEs and the proposed variance are received at the end of the 5-day period, the NRCS shall provide the Proponent's archaeologist with written approval of the variance via electronic mail. If objections are received, additional consultation regarding the variance will ensue in accordance with the dispute resolution process found in Stipulation XVII.

## **X. AUTHORIZATION OF CONSTRUCTION**

Upon the execution of this MOA, the NRCS at its discretion and pending compliance with all other applicable laws and regulations, may authorize the Proponent to begin construction on lands under any ownership or jurisdiction, subject to the appropriate jurisdiction's right-of-entry and right-of-way requirements, where there are no historic properties present.

## **XI. CONFIDENTIALITY**

To the maximum extent allowed by federal and state law, the NRCS will maintain confidentiality of sensitive information regarding historic properties that could be damaged through looting or disturbance, and/or to help protect a historic property to which a Tribe attaches religious or cultural significance. However, any documents or records the NRCS has in its possession are subject to the Freedom of Information Act (FOIA) (5 USC 552 et seq.) and its exemptions, as applicable. The NRCS shall evaluate whether a FOIA request for records or documents would involve a sensitive historic property, or a historic property to

which a Tribe attaches religious or cultural significance, and if such documents contain information that the NRCS is authorized to withhold from disclosure by other statutes including the Section 304 of the NHPA and ARS § 39-125. If this is the case, then the NRCS will consult with the Keeper and the ACHP regarding withholding the sensitive information. If a Tribally sensitive property is involved, the NRCS will also consult with the relevant Tribe prior to making a determination in response to a FOIA request.

## **XII. POST-REVIEW DISCOVERIES**

- A. In the event that previously unreported cultural resources are encountered during ground disturbing activities, all work must immediately cease within 100 feet and the discovery must be reported to the Field Office who will notify NRCS's Arizona State Cultural Resources Specialist (SCRS); the SCRS will then notify the SHPO and Tribes, as appropriate, of the discovery within 24 hours. A qualified archaeologist must then document the discovery and evaluate its eligibility for the National Register of Historic Places in consultation with NRCS, the SHPO, and Tribes, as appropriate. Work must not resume in this area without approval of the NRCS.
- B. If human remains are encountered during ground-disturbing activities, all work must immediately cease within 100 feet of the encounter and the area must be secured and NRCS must be contacted. NRCS will notify the ASM, SHPO, and appropriate Tribes of the encounter. All encounters will be treated in accordance with Arizona Revised Statute (ARS 41-844 and § 41-865), as appropriate, and work must not resume in this area without authorization from ASM and the NRCS.

## **XIII. PUBLIC PARTICIPATION**

The NRCS shall seek and consider the views of the public in a manner that reflects the nature and complexity of the Undertaking and its potential effects on historic properties, as well as the likely interest of the public in the effects on historic properties. The NRCS shall use its procedures for public involvement under the National Environmental Policy Act of 1969 (NEPA), 42 U.S.C. §§ 4321 et seq to solicit information and concerns about historic properties from members of the public. The NRCS will ensure that an appropriate level of public involvement is provided, in accordance with § 800.2(d)(2). The NRCS shall ensure public access to findings made pursuant to this MOA, consistent with Section 304 of NHPA, and will consider comments or objections by members of the public in a timely manner.

## **XIV. EMERGENCIES**

Should an emergency situation occur that represents an imminent threat to public health or safety, or creates a hazardous condition, NRCS can authorize emergency response actions. NRCS shall notify the SHPO and the ACHP within seven days of the authorization of the condition that has initiated the situation and the measures taken to respond to the emergency or hazardous condition. The notification will include whether the emergency action affected NRHP eligible cultural resources and what actions need to be taken to resolve any adverse effects. Should the SHPO or the ACHP desire to provide technical assistance to NRCS, they

shall submit comments within seven (7) days from notification, if the nature of the emergency or hazardous condition allows for such coordination.

## **XV. ANNUAL REVIEW OF AGREEMENT, ANNUAL REPORT, AND ANNUAL MEETING**

- A. The consulting parties shall evaluate the implementation and operation of this MOA on an annual basis. There shall be an annual meeting among the consulting parties on or near the anniversary date of the execution of this MOA to review the progress and effectiveness of this MOA. The NRCS is responsible for setting up this meeting, in coordination with all the consulting parties. If the project continues beyond the first year, the MOA and the project will be assessed at the end of the second year.
- B. Prior to the annual meeting, the NRCS will provide consulting parties with an annual letter report (Annual Report) to review the progress under this MOA. The Annual Report will include an update on project schedule, status, and any ongoing cultural resources monitoring or mitigation activities, discovery situations, proposed future actions, or outstanding tasks to be completed under this MOA. Consulting parties will have thirty (30) calendar days to review the Annual Report and provide comments to the NRCS, who will then consult the comments to develop the agenda for the annual meeting.
- C. The Annual Report shall address issues and describe actions and accomplishments over the past year, as well as plans for the coming year, as appropriate, and shall minimally include the following components;
  1. historic property surveys and results;
  2. status of mitigation activities;
  3. ongoing and completed public education activities;
  4. any issues that are affecting or may affect the ability of the federal agency to continue to meet the terms of this MOA;
  5. any disputes and objections received, and how they were resolved;
  6. any additional parties who have become signatories or concurring parties to this MOA in the past year; and
  7. proposed plans for next year's activities.
- D. Within fourteen (14) days after the annual meeting, the NRCS will summarize the meeting, including proposed action items and how they are to be addressed, in a letter to consulting parties. Consulting parties will have twenty (20) days to review and comment on the meeting notes and, if necessary, provide the NRCS with any edits to the meeting notes. If changes are needed, the NRCS will produce revised meeting notes within thirty (30) days of receipt of comments, and will provide the final notes to the consulting parties.
- E. Evaluation of the implementation of this MOA may also include in-person meetings or conference calls among consulting parties, and suggestions for possible modifications or amendments to this MOA. If possible, all consulting parties should be included in these consultations.

**XVI. DURATION**

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

**XVII. 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, NRCS shall consult with such party to resolve the objection. If NRCS determines that such objection cannot be resolved, NRCS will:

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

**XVIII. ANTI-DEFICIENCY ACT**

The NRCS's obligations under this MOA are subject to the availability of appropriated funds, and the stipulations of this MOA are subject to the provisions of the Anti-Deficiency Act. The NRCS shall make reasonable and good faith efforts to secure the necessary funds to implement this MOA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the NRCS's ability to implement the stipulations of this agreement, the NRCS shall consult in accordance with the amendment and termination procedures found at Stipulations X1 and XX of this agreement.

**XIX. USDA Stipulations**

- A. The Department of Agriculture, the SHPO, and all invited signatories will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

- B. Any transfer of funds from one party to another shall be done via a separate instrument as appropriate. Specific work projects or activities that involve the transfer of funds, services, or property among the various agencies and offices of the Department of Agriculture and Coconino County and their respective agencies and offices will require execution of separate agreements and be contingent upon the availability of appropriated funds. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

## **XX. 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.

## **XXI. 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 XV, above. If within thirty (30) days 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, NRCS 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. NRCS shall notify the signatories as to the course of action it will pursue.

## **XXII. COUNTERPART SIGNATURES**

This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

**Execution of this MOA by NRCS and SHPO and implementation of its terms evidence that NRCS has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.**

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
NATURAL RESOURCES CONSERVATION SERVICE ARIZONA STATE OFFICE  
AND THE  
ARIZONA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE MUSEUM FIRE EMERGENCY WATERSHED  
PROTECTION PLAN 2021B PROJECT IN  
FLAGSTAFF, COCONINO COUNTY, ARIZONA**

**SIGNATORIES**

NATURAL RESOURCES CONSERVATION SERVICE

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

Name: Keisha Tatem

Title: State Conservationist

ARIZONA STATE HISTORIC PRESERVATION OFFICER

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

Name: Kathryn Leonard

Title: State Historic Preservation Officer



**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
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REGARDING THE MUSEUM FIRE EMERGENCY WATERSHED  
PROTECTION PLAN 2021B PROJECT IN  
FLAGSTAFF, COCONINO COUNTY, ARIZONA**

**INVITED SIGNATORIES**

COCONINO COUNTY FLOOD CONTROL DISTRICT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Lucinda Andreani  
Title: Flood Control District Administrator

CITY OF FLAGSTAFF

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

U.S. ARMY CORPS OF ENGINEERS

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**CONCURRING PARTIES**

ARIZONA STATE MUSEUM

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORT MCDOWELL YAVAPAI NATION

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FORT MOJAVE INDIAN TRIBE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HAVASUPAI TRIBE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HOPI TRIBE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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HUALAPAI TRIBE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

NAVAJO NATION

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

PUEBLO OF ZUNI

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SAN CARLOS APACHE TRIBE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

TONTO APACHE TRIBE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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WHITE MOUNTAIN APACHE TRIBE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
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YAVAPAI-APACHE NATION

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Name: \_\_\_\_\_  
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YAVAPAI-PRESCOTT INDIAN TRIBE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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ALLEN, JONATHAN T. & JOSIE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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ANDERSON, WAYNE & MCKENZYE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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BAILEN, MARK S.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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Title: \_\_\_\_\_

BAYLESS, LINDA K.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
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BENDA, JEFFREY SCOTT

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
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BIRKLAND, DENNY L. & CONNIE S.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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BROOKS LIVING TRUST DTD 05-30-08

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BRUNNER FAMILY TRUST UD DTD 05-23-00

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

BULL, RUSSELL C.

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CAMPAGNOLO, THEODORE & DAWN

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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DENTINO EDWARD & PATRICIA FAMILY TRUST DTD 02-27-08

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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DIENNO, DUSTIN V. & JIWAN ADRIANNE

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DRIEBE, MITCHELL & LAUREN

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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EDMONSON, MARC ALAN

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ENCISO, ART O. & LAURA L.

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FLUGSTAD-LOBERGER TRUST DTD 11-15-18

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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GOFF BRADLEY S TRUST DTD 04-27-11

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GOODMAN, ROBERT

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GRIM JOHN N SURVIVORS TRUST DTD 12-15-95

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HARPER LIVING TRUST DTD 01-23-97

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HAWBAKER, NICOLAUS & KATHARINE

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HERRON FAMILY REVOCABLE TRUST DTD 08-09-99

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HOBACA, MATTHEW G. & RUANNE

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JUMER TRUST DTD 10-01-15

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_  
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KARIS FAMILY REVOCABLE TRUST DTD 09-03-03

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KNEISEL, GREGORY DEAN & CHRISTINE MARIE

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KRONEBERGER, JAMES K. & LORIE M.

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LEFEBVRE, RENEE C.

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LINDE, ROBERT & SUSAN

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LOUIS FAMILY REVOCABLE TRUST DTD 04-06-09

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MCGEORGE, COOPER & ANNEMARIE

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MIDDLETON, GARY FRANCIS & KIM MARIE

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MILLSTINE FAMILY TRUST DTD 11-27-17

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NELSON, TYLER W.

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NICOLETTI, SOFIA EUGENIA & DAVID J

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NORQUIST TRUST DTD 05-28-18

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OGDEN, ROBERT F. JR

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OTTINGER, DUANE & MARLENE JT

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PRICE, ADAM & LINDSAY

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RASMUSSEN, ERIN MARIE & ARIC ALDEN

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SANKEY FAMILY REVOCABLE TRUST DTD 11-11-16

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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SCHNEIDER CHASELEY TRUST DTD 04-10-20

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SCHNEIDER, HARLAN & ROBIN D.

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SHALER, MORRIS W. JR

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SHEPPARD, WILLIAM D.

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SILVERMAN, JAMES D. & JULIE E.

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SPELLMAN, SEAN & ASHLEY

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SUCHARSKI, ROBERT M. & TRACIE L.

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THEVENIN, ALEXANDRA T. & FRED F.

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TOMICH, MARK DAVID II & SARAH R.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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TURNER, ELTON E. & SANDRA J.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
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WILKES-DAVIS, MILLA MAI

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

WOLFF, PETER B. & REGINA M.

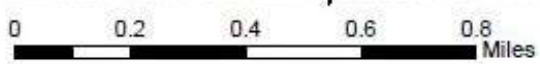
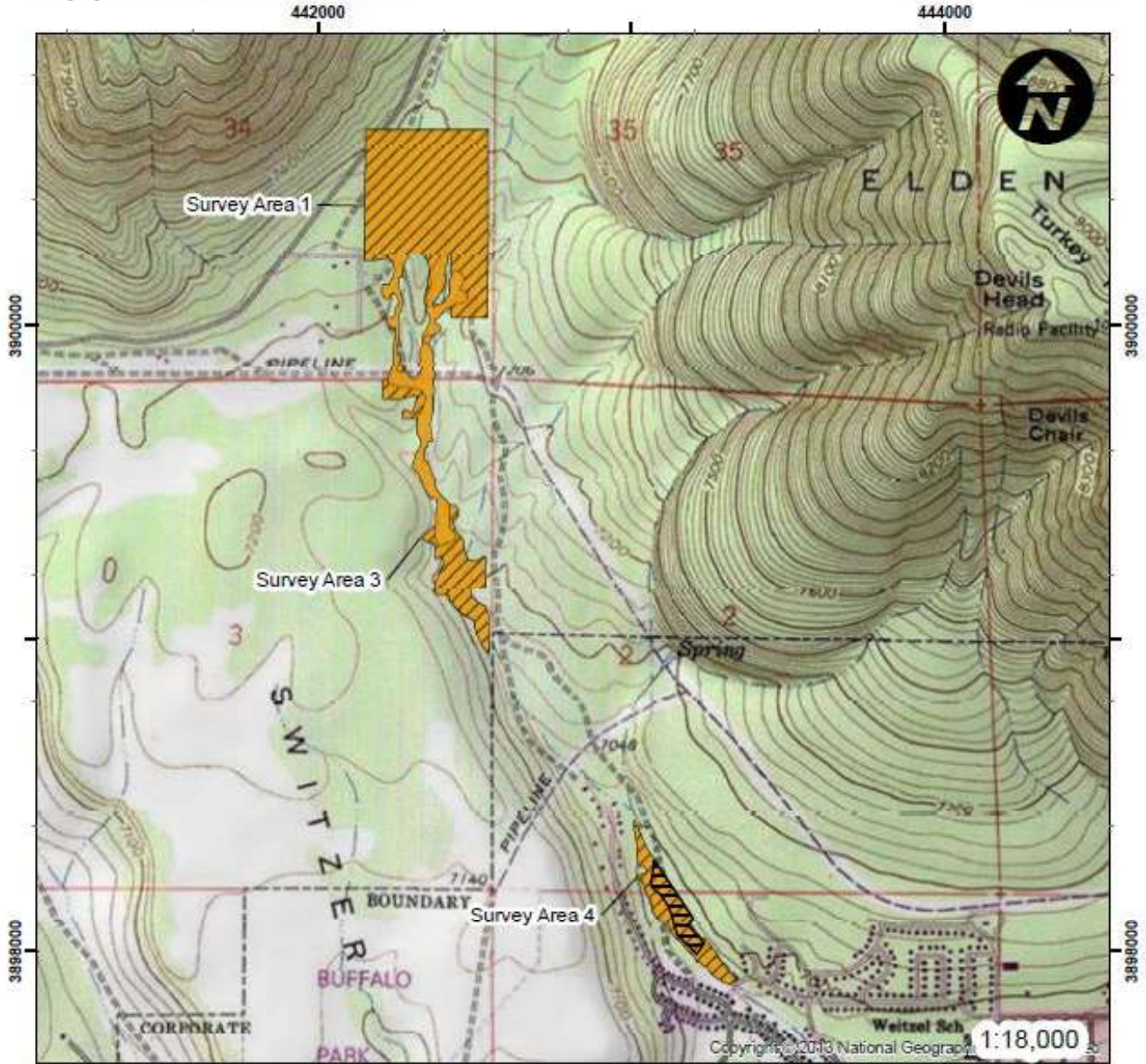
Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

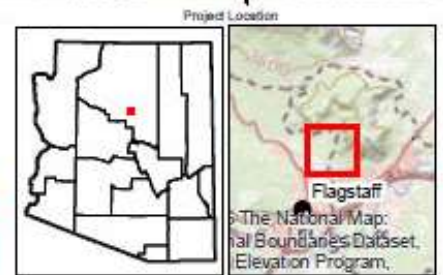
# Appendix A. APE

Coordinate System: NAD 1983 UTM Zone 12N



**Legend**

- City of Flagstaff
- Survey Area
- APE



## Appendix B. Definitions (see 36 CFR § 800.16)

**Area of Potential Effects (APE):** the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist. The area of potential effects is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking.

**Consultation:** the process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the Section 106 process. The Secretary's "Standards and Guidelines for Federal Agency Preservation Programs pursuant to the National Historic Preservation Act" provide further guidance on consultation.

**Effect:** alteration to the characteristics of a historic property qualifying it for inclusion in or eligibility for the National Register.

**Historic property:** any prehistoric or historic district, site, building, structure, or object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria.

**Memorandum of agreement:** the document that records the terms and conditions agreed upon to resolve the adverse effects of an undertaking upon historic properties.

**State Historic Preservation Officer (SHPO):** the official appointed or designated pursuant to Section 101(b)(1) of the National Historic Preservation Act to administer the State historic preservation program or a representative designated to act for the State historic preservation officer.

**Undertaking:** a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency, including those carried out by or on behalf of a federal agency; those carried out with federal financial assistance; and those requiring a federal permit, license or approval.



## Appendix C. Mitigation for AZ :14:5(ASM)/Beale Wagon Road

- A. Avoidance is not possible for AZ I:14:5(ASM)/the Beale Wagon Road within Survey Area 4 and the destruction of this section of road will be mitigated through data recovery consisting of thorough recordation of the affected area, archival research, and a synthetic report of the road in Coconino County. The goals of the data recovery are to:
1. Synthesize all documentation and historic scholarship about the portion of the Beale Wagon Road through Coconino County;
  2. Present a comprehensive map set showing the mapped location of the Beale Wagon Road within Coconino County;
  3. Depict the mapped location of the Beale Wagon Road within Coconino County based on available archaeological records and historic maps and make this information available online through the AZ Geo Data Hub and/or a web page hosted by the District;
  4. Provide summary data for the road that includes projected length of road by private land, state, municipal, and county agency, and federal agency; and
  5. Discuss differences between the locations of the Beale Wagon Road based on available archaeological records and historic mapped locations.
- B. A data recovery report will be prepared upon the completion of all documentation and research, and include the following:
1. An evaluation of AZ I:14:5(ASM)/the Beale Wagon Road within Coconino County. In-field documentation is limited to survey level data already obtained by NRCS for the two (2) sections of the road within the current APE.
  2. The results of previous research relevant to the Undertaking.
  3. Addressing the following research questions;
    - a. Where has the Beale Wagon Road been recorded during cultural resources survey within Coconino County?
    - b. Where should the Beale Wagon Road be located in Coconino County based on historic maps?
    - c. What is the total calculated length of the Beale Wagon Road by private land and by state, municipal, county, and federal agency within Coconino County?
    - d. How accurate are the historic mapped alignments of the Beale Wagon Road to the known locations of the road?
  4. The archival sources and archaeological literature sources to be used, shall minimally include, but are not limited to;
    - a. Historic United States Geological Survey (USGS) maps.
    - b. Historic General Land Office (GLO) maps.
    - c. Arizona State Museum Archaeological Records Office records and maps.
    - d. AZSITE online database.
    - e. City of Flagstaff records.
    - f. USDA Forest Service reports and records.
    - g. Arizona Department of Transportation reports and records.
    - h. Museum of Northern Arizona.

- i. SHPO context studies.
  - j. Good Roads Everywhere: A History of Road Building in Arizona.
  - k. Tribal reports and records (if available).
5. Consecutive map sets will be prepared that illustrate the following within Coconino County;
  - a. GLO plats that show the labeled Beale Wagon Road.
  - b. USGS maps with:
    - i. The digitized alignment(s) of the Beale Wagon Road as depicted on GLO plats,
    - ii. The mapped alignments reported in the archaeological literature, and,
    - iii. Land ownership.
6. The document will further discuss the Beale Wagon Road and include the following;
  - a. History of the road construction and evolution of the road within Coconino County.
  - b. Impacts that construction of Route 66, Interstate-40, and municipalities had on the Beale Wagon Road.
  - c. Archival photographs or archaeological survey report photographs of the road.
7. Written reports conforming to current professional standards will be submitted to NRCS for distribution to the parties of the executed MOA, and additional copies of final reports will be reproduced in sufficient quantities to ensure adequate dissemination to the archaeological community and other interested parties.
8. The project reports documenting the results of the investigations and geospatial data will also be made available to NRCS in electronic format and, upon request, to professional archaeologists and the interested public. Per ARS § 39-125, information regarding archaeological sites on city, county, or state lands is confidential and shall not be made available to the public.
9. Project information shall be disseminated to the professional community and the interested public with appropriate permissions. This may be at professional conferences, professional journal publications, and web pages.
10. The synthetic report of the road in Coconino County will be curated at the ASM, the Museum of Northern Arizona, and the SHPO.
11. The proposed disposition and curation of recovered materials and records in accordance with ARS §41-844 (for Arizona state land).

## Appendix D. Contacts

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