

DeVera, Ashley

From: Tanaka, Kim
Sent: Friday, October 25, 2024 2:07 PM
To: Sullivan, Kevin
Cc: Surprenant, April; DeVera, Ashley
Subject: FW: Hakalau Stream Bridge Rehabilitation, Hawaii Island - DRAFT MOA
Attachments: Hakalau Stream Bridge_MOA _2024-10-24.pdf

Hi Kevin,

FYI. CRC reviewed the Hakalau Stream Bridge rehabilitation by HDOT in August of 2022. They are now providing a draft MOA between DOT and SHPO for comments.

Ash, please file in the “projects” folder on the V-drive and with PL-INT-2022-002650.

Thanks!
Kim

From: Yuen, Holly <holly.yuen@hawaii.gov>
Sent: Friday, October 25, 2024 12:15 PM
To: Tanaka, Kim <Kim.Tanaka@hawaiicounty.gov>
Subject: FW: Hakalau Stream Bridge Rehabilitation, Hawaii Island - DRAFT MOA

From: Yuen, Holly
Sent: Friday, October 25, 2024 12:12 PM
To: kim.tanaka@hawaiicounty.gov
Subject: Hakalau Stream Bridge Rehabilitation, Hawaii Island - DRAFT MOA

Good Morning,

The Federal Highway Administration (FHWA) and the State of Hawaii Department of Transportation (HDOT) are in the process of drafting a 106 MOA for the Hakalau Stream Bridge Rehabilitation project. The project will replace the existing deteriorated steel trestles with new concrete trestles in approximately the same location. The concrete trestles will be supported on new drilled shaft foundations. Additional work items include soil remediation and resurfacing of Old Mamalahoa Highway and Old Mill Access Road.

You are invited to review the attached document and to provide input within 30 days. Please email me any comments by **Monday, November 25**.

Thank you for your participation in the process.

MEMORANDUM OF AGREEMENT

Among the

U.S. DEPARTMENT OF TRANSPORTATION

**FEDERAL HIGHWAY ADMINISTRATION, STATE OF HAWAII DEPARTMENT OF
TRANSPORTATION,**

And the

HAWAII STATE HISTORIC PRESERVATION OFFICER

Regarding the

HAKALAU STREAM BRIDGE REHABILITATION PROJECT

Hilo, Hawaii

PURSUANT TO 36 CFR § 800.6

WHEREAS, the Federal Highway Administration (FHWA) plans to provide funding for the Hakalau Stream Bridge Rehabilitation Project (the Project) pursuant to the Federal-aid Highway program as described in 23 U.S.C. 101 et. seq.; and

WHEREAS, the FHWA has determined that the Project is an undertaking, as defined in 36 CFR § 800.16(y) and thus is subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, its implementing regulations, 36 CFR § 800; and

WHEREAS, the State of Hawaii Department of Transportation (HDOT), proposes to design and construct the Project, which involves replacing the existing deteriorated steel trestles with new concrete trestles in approximately the same location. The concrete trestles will be supported on new drilled shaft foundations. Additional work items include soil remediation and resurfacing of Old Mamalahoa Highway and Old Mill Access Road. The figures in Appendix A show the bridge location, proposed bridge plans, and proposed soil remediation; and

WHEREAS, the FHWA has defined the Area of Potential Effect (APE) for the undertaking in accordance to 36 CFR § 800.4.(a)(1). The APE as shown in Appendix B is an area of approximately 14.45 acres along Hawaii Belt Road (Route 19) on the island of Hawaii and is further defined to include staging and storage areas, access, and areas affected by the permanent and temporary [platform] construction. The APE was concurred upon by the Department of Land and Natural Resources, State Historic Preservation Officer (SHPO) by letter (Doc. No. 2311SH06) dated November 21, 2023; and

WHEREAS, the FHWA has determined that the Hakalau Stream Bridge is individually nominated for listing on the National Register of Historic Places (NRHP) and also nominated as a part of the Multiple Property nomination for “Steel Trestle Bridges in the Hamakua Coast” under Criterion A (associated with the Hilo Railroad Company), Criterion B (associated with the founders of the Hilo Railroad Company: Benjamin Dillingham, Lorrin Thurston, and Mark Robinson) and Criterion C (as rare remaining examples of steel girder and trestle railroad bridge construction); and

DRAFT

Memorandum of Agreement for Hakalau Stream Bridge Rehabilitation Project
10/23/2024

41 **WHEREAS**, the FHWA has determined that the undertaking may have an adverse effect on the
42 existing Hakalau Bridge; and

43 **WHEREAS**, the Hakalau Sugar Mill was established in 1890 on the shore of Hakalau Bay. It
44 was severely damaged by the 1946 tsunami but was rebuilt and resumed operation until 1974. In
45 1979 the mill structures were demolished leaving concrete slabs, partial walls, and remnants of
46 the mill's cart rail and flume. The parcel was donated to the County of Hawaii in 2006; and

47 **WHEREAS**, the remnants of the Hakalau Sugar Mill are located in the APE and is an
48 individually eligible historic site; and

49 **WHEREAS**, the FHWA has determined that the Hakalau Sugar Mill is individually eligible for
50 listing on the NRHP under Criteria A (for its association with the Hakalau Sugar Planation) and
51 Criteria D; and

52 **WHEREAS**, another historic resource within the APE for the Hakalau Bridge is the Old
53 Mamalahoa Highway. The Hawaii State Historic Bridge Inventory & Evaluation (2013)
54 proposed the Mamalahoa Highway Historic Bridge District comprised of forty-four bridges and
55 thirteen culverts along approximately sixty miles of the Old Mamalahoa Highway (Hawaii Belt
56 Road FAP 19) from Hilo to mile point 52 in Kamuela. And

57 **WHEREAS**, the FHWA has determined that the Old Mamaloahoa Highway is eligible for
58 listing on the NRHP under Criteria A (for its association with important late 19th and early 20th
59 century events which established a regional transportation network) and Criteria D; and
60

61 **WHEREAS**, the FHWA has determined that the undertaking will have no adverse effect on the
62 Old Mamalahoa Highway and the remnants of the Hakalau Sugar Mill since the work on the bridge
63 and lead remediation efforts will not result in a loss of historic integrity of location, design,
64 workmanship, or materials. Integrity of setting, association, and feeling will only be somewhat
65 diminished by the loss of the historic bridge; and

66 **WHEREAS**, the FHWA has consulted with SHPO as documented in Appendix C, and the SHPO
67 concurred with the adverse effect determination by letter dated August 12, 2024 (Project No.
68 2022PR00590, Doc No. 2408SH05) as documented in Appendix D; and

69 **WHEREAS**, the HDOT, as the state recipient of Federal Funds, is responsible for ensuring that
70 Federal funds are expended in accordance with applicable Federal laws and regulations, as
71 described in Title 23 USC § 106(g), participated in consultation, is an invited signatory to this
72 MOA; and

73 **WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), the FHWA has notified the Advisory
74 Council on Historic Preservation (ACHP) of its adverse effect determination and the ACHP has
75 chosen not to participate in the consultation pursuant to 36 CFR §800.6(a)(1)(iii) as documented
76 in Appendix E; and

77 **WHEREAS**, the FHWA and HDOT have consulted with various Native Hawaiian Organizations
78 (NHOs) and other organizations further identified in Appendix F between August 9, 2022 and
79 March 18, 2024; and

80 **NOW, THEREFORE**, the FHWA, the HDOT, and the SHPO, agree that the undertaking shall be
81 implemented in accordance with the following stipulations in order to take into account the effect
82 of the undertaking on historic properties.

83

84 **STIPULATIONS**

85 The FHWA shall ensure that the following measures are carried out:

86 **I. MITIGATION MEASURES**

87 A. Historic American Engineering Record (HAER) Documentation

- 88 1. HDOT shall prepare a HAER document for recordation of the Hakalau Bridge
89 as mitigation to address the adverse effect caused by the bridge replacement.
90 The HAER document shall be prepared in accordance with the Secretary of
91 Interior's (SOI) Standards and Guidelines for Archaeology and Historic
92 Preservation for Architectural and Engineering Documentation and by a
93 historic preservation professional meeting the SOI Professional Qualifications
94 Standards (36 CFR 61) for History, Architectural History, Architecture, or
95 Historic Architecture.
- 96 2. HAER documentation standard format will be determined through HDOT
97 consultation with the National Park Service (NPS). In the event that NPS does
98 not have an interest in receiving the HAER documents, the SHPO will
99 determine the level of standard HAER documentation format.
- 100 3. HDOT shall send the HAER documents to SHPO for a 30-day review. HDOT
101 shall address SHPO's comments, if any, before submitting to the Historian at
102 the Heritage Documentation Program of the National Park Service, Pacific
103 West Region (located 1111 Jackson Street, Suite 7000, Oakland California
104 94607) for inclusion in the HABS/HAER/HALS collection at the Library of
105 Congress. HDOT shall submit to the SHPO for review prior to the completion
106 of the bridge rehabilitation project.
- 107 4. Upon acceptance and approval by the NPS, HDOT shall provide digital copies
108 of the approved HAER document to the signatories and concurring parties
109 identified in this Agreement, as well as to members of the public upon request.

110 B. Video Documentary featuring Ethnographic Documentation

- 111 1. HDOT shall contract with a video production company to create a documentary
112 for the purpose of recording and interpreting the historical and cultural
113 significance of the Hilo Railroad Company bridges, the 1946 tsunami, and the
114 Hamakua coastline communities to mitigate the effect to the Hakalau Bridge
115 and Mamalahoa Highway.
- 116 2. The documentary should be prepared by a qualified production company in
117 consultation with the SHPO and other relevant interested parties, as may be
118 necessary. The documentary shall include interviews of recognized engineering
119 experts, historians, and *kupuna* with knowledge of the subject matter and area.

- 120 3. The documentary shall be completed within 36 months of the execution of this
121 MOA.
- 122 4. The video documentary shall be publicly distributed for public use through the
123 University of Hawaii at Hilo and at least two (2) other local historical societies,
124 libraries, museums, and/or educational institutions.
- 125 5. HDOT shall coordinate for at least two (2) public showings of the documentary
126 at a public location(s) in East Hawaii.

127 C. Interpretive Signage

- 128 1. HDOT shall develop no more than eight (8) educational and interpretive
129 signage for the project area. Such signage could highlight the history of the
130 bridge, any Hawaiian cultural history, and inform the public of the ways in
131 which they can help protect the valued natural resources in the area.
- 132 2. The signage shall be informed by input and guidance by the community, which
133 shall occur through at least one (1) public meeting in East Hawaii.
- 134 3. Signs shall be 24" x 36", compatible with the natural character of the area, and
135 shall be completed within 36 months after execution of this MOA with
136 installation of the signage occurring within 90 days after the completion of
137 construction.

138 **III. DURATION**

139 This Agreement will expire if its terms are not carried out within five (5) years from the
140 date of its execution. Prior to such time, FHWA may consult with the other signatories and
141 consulting parties to reconsider the terms of the Agreement and amend it in accordance
142 with Stipulation VIII.

143 **IV. POST-REVIEW DISCOVERIES AND UNEXPECTED EFFECTS**

- 144 A. If previously unidentified archaeological or historic properties, or unanticipated
145 effects, are discovered, the HDOT shall follow Hawaii Administrative Rules (HAR)
146 Chapter 13-280 "Rules for Governing General Procedures for Inadvertent
147 Discoveries of Historic Properties During a Project Covered by the Historic
148 Preservation Review Process".
- 149 B. If cultural materials are discovered during construction, all earth-moving activity
150 within and around the immediate discovery area will be diverted until a qualified
151 archaeologist can assess the nature and significance of the find. Additionally, HDOT
152 shall consult with NHOs that may attach traditional cultural and religious significance
153 to the discovered property.

C. HDOT will consult with SHPO and NHOs, as appropriate to record, document, and evaluate NRHP eligibility of the property and the project's effect on the property, and to design a plan for avoiding, minimizing, or mitigating adverse effects on the eligible property.

D. If neither SHPO nor a NHO files an objection within 72 hours of HDOT's plan for addressing the discovery, HDOT may carry out the requirements of 36 CFR 800.13 on behalf of FHWA, and the ACHP does not need to be notified.

V. IDENTIFICATION AND TREATMENT OF HUMAN REMAINS

If human remains are inadvertently discovered, HDOT shall follow the procedures in HAR Title 13, Subtitle 13, Chapter 300 (HAR § 13-300) in which further disturbances and activities shall cease in any area or nearby area suspected to overlie remains. SHPO and the Police Department will then be contacted immediately. In addition, the remains shall be covered and protected in place in such a way that minimizes further exposure of and damage. Procedures in conformance with HAR § 13-300 Subchapter 4 "Procedures for Property Treatment of Burial Sites and Human Skeletal Remains" shall be followed.

VI. MONITORING AND REPORTING

On an annual basis, following the execution of this Agreement until it expires or is terminated, HDOT shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to its terms. The report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in FHWA or HDOT's efforts to carry out the terms of this Agreement. A review meeting may be called by the FHWA or HDOT upon request of a signatory, invited signatory or concurring party to this Agreement. A final report shall be prepared and transmitted to the parties participating in this Agreement at the time of its expiration.

VII. DISPUTE RESOLUTION

Should any signatory, invited signatory, or concurring party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement is implemented, the objecting party shall notify FHWA in writing and FHWA shall consult with such party to resolve the objection. If the FHWA determines that such objection cannot be resolved, the FHWA will:

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

C. The FHWA's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

VIII. AMENDMENT

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. Prior to executing the amendment, signatories shall consult with concurring parties regarding the proposed amendment and afford concurring parties the opportunity to review the changes. The amendment will be effective on the date a copy of the agreement, signed by all signatories, is filed with the ACHP.

IX. TERMINATION

If any signatory to this Agreement 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 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 Agreement upon written notification to the other signatories.

Once the Agreement is terminated, and prior to work continuing on the undertaking, the FHWA must either (a) execute an Agreement 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 FHWA shall notify the signatories as to the course of action it will pursue.

XII. CONFIDENTIALITY

All parties to this Agreement acknowledge that information about historic properties, potential historic properties, or properties considered historic for purposes of this Agreement are, or may be, subject to the provisions of Section 304 of the NHPA. Section 304 allows the FHWA and SHPO to withhold from disclosure to the public, information about the location, character, or ownership of a historic resource if FHWA or SHPO and the Secretary of the Interior determine that disclosure may 1) cause a significant invasion of privacy; 2) risk harm to the historic resource; or 3) impede the use of a traditional religious site by practitioners. Having so acknowledged, all parties to this Agreement will ensure that all actions and documentation prescribed by this Agreement are, where necessary, consistent with the requirements of Section 304 of the NHPA.

XIII. EXECUTION OF THIS AGREEMENT IN COUNTERPARTS

This Agreement may be executed in counterparts with a separate page for each Signatory, Invited Signatory, and Concurring Party. FHWA shall ensure that each Signatory, Invited Signatory, and Concurring Party is provided with an electronic copy of the fully executed Agreement.

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

SIGNATORY PAGE
AMONG THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY
ADMINISTRATION, THE HAWAII STATE HISTORIC PRESERVATION OFFICER,
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
HAKALAU STREAM BRIDGE REHABILITATION PROJECT
Hilo, Hawaii

SIGNATORY:

U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY
ADMINISTRATION

By_____ Date_____

Richelle Takara, Division Administrator

Federal Highway Administration

257 **SIGNATORY PAGE**
258 **AMONG THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY**
259 **ADMINISTRATION, THE HAWAII STATE HISTORIC PRESERVATION OFFICER,**
260 **AND**
261 **THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**
262
263 **REGARDING THE**
264 **HAKALAU STREAM BRIDGE REHABILITATION PROJECT**
265 **Hilo, Hawaii**

266
267 **SIGNATORY:**

268 **DEPARTMENT OF LAND AND NATURAL RESOURCES**

269
270 By _____ Date _____

271 Dawn Chang, State Historic Preservation Officer

272 DLNR Chair

SIGNATORY PAGE
AMONG THE U.S. DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY
ADMINISTRATION, THE HAWAII STATE HISTORIC PRESERVATION OFFICER,
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE
HAKALAU STREAM BRIDGE REHABILITATION PROJECT
Hilo, Hawaii

INVITED SIGNATORY:

HAWAII DEPARTMENT OF TRANSPORTATION

By_____ Date_____

Edwin H. Sniffen, Director

288

APPENDIX B: AREA OF POTENTIAL EFFECT (APE)

Hakalau Stream Bridge SIHP 50-10-16-09090	TMK 3-2-9-002-025, 3-2-9-002-080, 3-3-1-001-001, 3-3-1-001-002, 3-3-1-001-003, 3-3-1-001-004, 3-3-1-001-999	Milepost 15.3, Mamalahoa Highway, Hakalau, HI 96710 APE extends to both ends of the bridge, inland of the bridge, and past the mouth of the stream on the Hilo side of the stream. The APE is approximately 15 acres while the active construction area is approximately 7 acres.
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