



June 9, 2021

Lance Lundquist
Cultural Resources Program Manager
Regulatory Branch
U.S. Army Corps of Engineers, Seattle District
P.O. Box 3755
Seattle, WA 98124

Dear Lance,

As an official consulting party to the Section 106 review of the proposed development at the former Weyerhaeuser Corporate Headquarters, The Cultural Landscape Foundation (TCLF) provides the following comments concerning the June 4, 2021, meeting.

First, we reiterate in the strongest possible terms that the Corps is forcing a false choice on consulting parties, either accept a deal crafted between Allyson Brooks at the Washington State Department of Archaeology and Historic Preservation (DAHP) and Industrial Reality Group (IRG), owner of Federal Way Campus (FWC), or sacrifice that deal as the price for seeking any other mitigation for the negative impacts of the construction of Warehouses A&B.

This false choice was first put forth at the May 21, 2021, Section 106 meeting and reinforced by the Corps at the June 4 meeting.

The Corps' meeting minutes state: "There has been some concern that DAHP and FWC made a behind-the-door deal on the easements and consulting parties have been left out of the process, and have little choice but to accept it. This is unfounded." **We disagree.** First, according to Ms. Brooks' June 4 email to Barbara McMichael and you, "The reason DAHP started meeting with IRG is because it was clear that the Corps was not moving mitigation ideas forward." Ms. Brooks also made clear in the same email that her agency does "not represent the public," that it "doesn't represent" consulting parties and that it "never speak[s] for the tribes." Consulting parties were not part of those negotiations. TCLF did have a Zoom meeting with DAHP and representatives of IRG/FWC, but that was *after* DAHP had secured its deal with IRG/FWC. At present consulting parties are being given a false choice: accept the deal negotiated by DAHP or seek other mitigation for Warehouses A&B. Any combination has been pushed off the table.

Again, that is a false choice that the Corps has created.

To be clear, we are seeking clarifications to the proposed deal crafted by DAHP and IRG/FWC. For example, IRG/FWC has put forward visual simulations that they claim accurately reflect measures to minimize the visibility of Warehouses A&B. We are asking that these simulations be included in the Agreement so that there is a clear understanding of what the end result is supposed to look like so that the corresponding guidelines for monitoring and enforcement of the agreement are unambiguous. As we stated in our June 3, 2021, letter, "we believe the MOA should include the buffers that are part of the City of Federal Way permit, because there is no guarantee that the City's permit language might not be revised and renegotiated at a future date to remove the buffer requirements. This is why the [Advisory Council on Historic Preservation](#) warns against reliance on local land use commitments:

“As with any law, local zoning and land use regulations can be altered at any time through legislative action. In addition, local governments may not have the funding available to enforce their laws or they may selectively enforce regulations. As such, local zoning and land use laws should not necessarily be viewed as permanent protection for historic properties.”

[There is another aspect of these Section 106 proceedings that causes concern.](#) The Corps avers it “is open to other mitigation measures - we have not made a decision.”

The Corps “may not have made a decision,” but it appears the Corps is not only strongly predisposed to accept the DAHP/FWC deal it is not interested in these suggested clarifications. Indeed, based on the meeting minutes supplied by the Corps, it could be interpreted that the Corps is speaking for FWC/IRG in saying “requiring significant additional mitigation would not be fair to FWC.”

We don’t know if the additional measures suggested above could be deemed “significant additional mitigation.” We do believe that it’s inappropriate for the Corps to categorically say that additional mitigation “would not be fair to FWC” without providing any explanation. We raised the same issue in our June 3 letter:

According to my notes, during the May 21 call you characterized the proposed mitigation as a “sufficient package” and that adding more to it isn’t “fair or right.” The meeting minutes state: “I said we could instead be focusing on other mitigation, but it would not be fair or appropriate to add more to a mitigation package that is sufficient on its own.”

What factors, information or other determinants lead to the conclusion that adding to the mitigation package would not be “fair or right” and “fair or appropriate”? Upon what basis has a determination been made in this regard about what constitutes “fair” and “right” and “appropriate”?

Who is the Corps representing?

The Corps’ meeting minutes state: “[I]f the 5 easements as developed by DAHP are acceptable mitigation to resolve adverse effects on their own to DAHP and the Corps (and they are - even with the worst-case viewshed study presented by PWP’s viewshed analysis), requiring significant additional mitigation would not be fair to FWC. Additional mitigation measures should come at the expense of some or all of the easements.”

We strongly disagree. In our view, the Army Corps’ position is arbitrary and unsupported. Visibility of the warehouses destroys the design intent of what is widely regarded as the most important corporate campus in the world. And why would some or all of the easements have to be sacrificed for clarifying language that only codifies what IRG/FWC claim will be the outcome of their own efforts to compensate for the negative impacts of the warehouse construction?

The Corps has made the decision that to pursue these clarifications would be “unfair” to IRG/FWC. How could viewers of these proceedings not to come to the conclusion that the Corps’ “thumb is on the scale” to the benefit of IRG/FW?

Sincerely,

A handwritten signature in dark ink, consisting of a large, stylized 'C' followed by a smaller 'A' and a long, horizontal flourish extending to the right.

Charles A. Birnbaum, FASLA, FAAR
President & CEO

cc: Section 106 consulting parties.