

**MEMORANDUM OF AGREEMENT
AMONG
FEDERAL HIGHWAY ADMINISTRATION,
OKLAHOMA DEPARTMENT OF TRANSPORTATION, AND
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
REGARDING
THE REPLACEMENT OF GREASY BEND ROAD BRIDGE OVER
WASHITA RIVER**

WHEREAS, the Oklahoma Department of Transportation (ODOT) and Johnston County plan to replace the existing bridge carrying Greasy Bend Road over the Washita River in Johnston County, Oklahoma, a property eligible for inclusion on the National Register of Historic Places (NRHP), by constructing a new bridge on a new alignment that runs parallel to the existing bridge; and

WHEREAS, the Federal Highway Administration (FHWA) plans to fund the Project, thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA, 54 U.S.C. 300101 et seq.), and its implementing regulations, 36 CFR Part 800; and

WHEREAS, FHWA has determined that the Federal-Aid Project STP-235C(020)CI, State Job J/P 28574(04) will have an adverse effect to the existing mixed K-thru truss and Double Intersection Warren-thru truss over Washita River (ODOT Structure 35E1920N3420004; NBI 12851), a property eligible for listing on the National Register of Historic Places, and has consulted with the Oklahoma State Historic Preservation Officer (SHPO), pursuant to 36 CFR Part 800; and

WHEREAS, in accordance with 36 CFR § 800.3(f), ODOT and FHWA identified Preservation Oklahoma and Oklahoma Historic Bridge and Highway Group as a consulting party; and

WHEREAS, FHWA has consulted with the Chickasaw Nation, Osage Nation, and the Wichita and Affiliated Tribes, in accordance with 36 CFR § 800.2(c)(2), and determined that no properties of traditional religious cultural significance will be affected by the undertaking; and

WHEREAS, in accordance with 23 USC § 144(n)(4), ODOT made the bridge available for donation, and Johnston County has agreed to retain the bridge in place; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), FHWA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iv) as a signatory to this MOA; and

NOW, THEREFORE, FHWA, Oklahoma Department of Transportation, and the Oklahoma 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

FHWA will ensure that the following measures are carried out. Measures will be met within the timeframes presented for each stipulation.

- I. **Documentation.** The subject bridge was determined eligible for listing on the NRHP in 2007. Prior to the construction of the new bridge, ODOT will record the existing bridge at the equivalent of Level II documentation as specified by the Historic American Engineering Record (HAER).
 - A. High Quality black and white photographs, of the bridge documenting its present appearance and major structural or decorative details, together with all negatives on archival gold CD as digital TIFF files that meet or exceed the minimum requirement for pixel depth. The photographs will be a minimum 4" x 6" and no larger than 8" x 10", and will be clearly labeled with the following information:
 - a. Name of property;
 - b. Location (county, city, state, and street address);
 - c. Name of photographer;
 - d. Date of photograph;
 - e. Location of photographic negative;
 - f. Indication of direction camera is pointing; and
 - g. Number of photograph in series.

Photographs are to be submitted by ODOT and approved by SHPO as meeting the conditions outlined above before any work takes place that will affect the property.
 - B. Photographic reproduction of selected original (as-built) construction plans and historic photographs, if they exist.
 - C. Preparation of a brief written technical description of the bridge and historical summary.
 - D. All documentation will be edited, catalogued and packaged in a manner acceptable to the Oklahoma SHPO. The Oklahoma SHPO will be the repository for the documentation.
 - E. Within three years of the execution of this MOA, ODOT will provide all research documentation, research materials, copies of photographs, and HAER documentation of the bridge to the Oklahoma SHPO.
- II. **Adoption and Relocation.** In accordance with 23 USC 144(n)(4), the bridge was made available for donation and Johnston County has agreed to retain the bridge. Pursuant to the Johnston County Resolution, dated August 24, 2015 (Attachment A), Johnston County will retain the historic bridge in place unless and until the bridge

becomes a safety issue, is in danger of collapse, or constitutes a concern for other environmental issues. Should the bridge become a safety issue, become in danger of collapse, or constitute a concern for other environmental issues, Johnston County will notify the Oklahoma Department of Transportation of its intent to remove the bridge and provide adequate documentation of the problems for which the bridge requires removal.

- III. **Duration.** This MOA will be null and void if its stipulations are not carried out within ten (10) years from the date of its execution. At such time, and prior to work continuing on the undertaking, FHWA shall either (a) execute a 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. Prior to such time, FHWA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below. FHWA shall notify the signatories as to the course of action it will pursue.
- IV. **Post-Review Discoveries.** If historic properties are discovered or unanticipated effects on historic properties found, FHWA shall follow ODOT Specification 107.09 Protection of Archeological and Unmarked Human Burial Sites and 36 CFR § 800.13 Post-review discoveries.
- V. **Dispute Resolution.** Should any signatory party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FHWA shall consult with such party to resolve the objection. If FHWA determines that such objection cannot be resolved, FHWA will:
 - A. Forward all documentation relevant to the dispute, including FHWA's proposed resolution, to the ACHP. The ACHP shall provide 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, 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. 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 time period, FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a 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. FHWA'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.
- VI. **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.

- VII. **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 VI, 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, FHWA 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. FHWA shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by FHWA and SHPO 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

MOA Job/Piece 28574(04) Greasy Bend over Washita River in Johnston County,
Oklahoma (Structure 35E1920N3420004; NBI 12851)

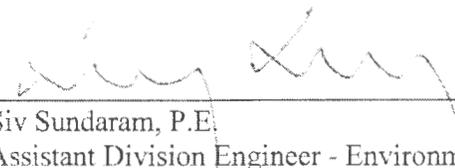
FEDERAL HIGHWAY ADMINISTRATION

BY:  DATE: 2/11/2014
Elizabeth Romero
Acting Assistant Division Administrator
Program Development TL/Environmental Program Manager
Oklahoma Division

Signatory

MOA Job/Piece 28574(04) Greasy Bend over Washita River in Johnston County,
Oklahoma (Structure 35E1920N3420004; NBI 12851)

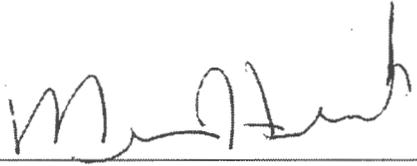
OKLAHOMA DEPARTMENT OF TRANSPORTATION

BY:  DATE: 2/11/16
Siv Sundaram, P.E.
Assistant Division Engineer - Environmental Programs Division

Signatory

MOA Job/Piece 28574(04) Greasy Bend over Washita River in Johnston County,
Oklahoma (Structure 35E1920N3420004; NBI 12851)

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

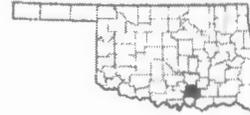
BY:  DATE: 2/16/16
Melvena Heisch
Deputy State Historic Preservation Officer

APPENDIX A

**Resolution 15-18; Board of Johnston County Commissioners
for Retention of Structure 35E1920N3420004; NBI 12851 in Place as a Monument**

**Board of Johnston County
Commissioners**

403 West Main, Room 104
Tishomingo, OK 73460
Phone 580-371-3058 Fax 580-371-2174
Email: johnstoncountycomm@sbcglobal.net



Roy W. Blevins - District 1
580-371-2882

Mike Thompson - District 2
580-443-5412

Melvin Farmer - District 3
580-371-3710

August 24, 2015

RESOLUTION
#18-13

WHEREAS, the Bridge carrying Greasy Bend Road spanning the Washita River in Johnston County, Oklahoma (ODOT Structure 35E1920N3420004, NBI 12854), project no. STP-235C(020)CI, J/P-28574(04) is eligible for the National Register of Historic Places and will be replaced by constructing a new bridge on a new location; and

WHEREAS, the County will maintain the historic bridge in place in its current condition unless and until the bridge becomes a safety issue, is in danger of collapse, or constitutes a concern for other environmental issues. If the County determines the bridge poses such a threat, the County must notify the Department of this fact and provide adequate documentation of the problems for which the bridge requires removal. At such time, if the County has not identified an appropriate local entity or party to relocate and assume ownership of the bridge, the County agrees to inclusion of the bridge in the Departments Statewide Historic Bridge Marketing program for a minimum period of 90 days. If no interested parties are identified through this process the County may then proceed to remove the bridge;

NOW THEREFORE BE IT RESOLVED: That the County Commissioners of Johnston County will retain the bridge in place and allow public access to view the structure. The bridge will be closed to vehicular traffic.

PASSED AND APPROVED by the Board of County Commissioners of Johnston County this 24 day of Aug, 2015.

Chairman

Member

Member

ATTEST:

County Clerk (Seal)

