

**MEMORANDUM OF AGREEMENT  
AMONG  
FEDERAL HIGHWAY ADMINISTRATION,  
OKLAHOMA DEPARTMENT OF TRANSPORTATION, AND  
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE  
REGARDING  
PROPOSED REPLACEMENT OF COUNTY ROAD EW-18 BRIDGE OVER  
SAND CREEK**

WHEREAS, the Federal Highway Administration (FHWA) has determined that Federal-Aid Project BRO-127C(099)CO; State Job 23655(04) will have an adverse effect to the existing Camelback pony truss bridge over Sand Creek in Grant County, Oklahoma (Structure 27E0180N2800006), a property determined eligible for inclusion in the National Register of Historic Places, and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and

WHEREAS, the FHWA has consulted with the Cheyenne and Arapaho Tribes, Kaw Nation, Osage Nation, and United Keetoowah Band of Cherokees 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 36 CFR Part 800.6(a)(1), the 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 Part 800.6(a)(1)(iii) and

WHEREAS, in accordance with 36 CFR 800.6(b)(1)(iv), this Agreement will become final upon submitting a copy of the executed Agreement, along with the documentation specified in 36 CFR 800.11(f), to the ACHP prior to approving any undertaking in order to meet the requirements of Section 106 and 36 CFR 800.6(b)(1);

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  
SAND CREEK CAMELBACK PONY TRUSS BRIDGE  
27E0180N2800006

1. Stipulations. FHWA will ensure that the following measures are carried out:

1. Prior to the construction of the new bridge, the existing bridge will be recorded at the equivalent of Level II documentation as specified by the Historic American Engineering Record (HAER) and incorporated into the 1993 *Oklahoma Historic Bridge Project Preservation and Management Plan*, as approved by the Oklahoma SHPO. This documentation will include the following:

A. High Quality, 35 mm black and white photographs, of the bridge documenting its present appearance and major structural or decorative details, together with all negatives or archival gold CD containing 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;
- g. Number of photograph in series.

Photographs are to be submitted 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 construction plans and historic photographs, if they exist.

C. Preparation of a brief written technical description of the bridge and historical summary.

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.

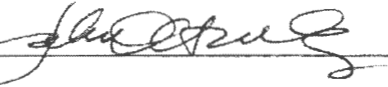
2. Pursuant to the Town of Buffalo County Agreement, dated July and August, 2012 (Attachment A), the Town of Buffalo will relocate the historic bridge to the Doby Springs Golf Course in Buffalo.

- II. Dispute Resolution. Should any signatory party to this MOA object at any time to the 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:
1. 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.
  2. 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.
  3. 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.
- III. Amendment. This MOA may be amended when such amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all the signatories is filed with the ACHP.
- IV. Termination. If any signatory to this MOA determines that its terms will or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per stipulation IV, 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, 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.
- V. Duration. This MOA shall be in effect for ten (10) years from the date of its execution. Within six (6) months of the expiration date, any signatory party may consult with other signatories to consider renewal of the MOA, or reconsider the terms of the MOA and amend it in accordance with Stipulation V above. No extension or amendments shall be effective unless all signatory parties to the MOA have agreed in writing.

Execution of this Memorandum of Agreement and implementation of its terms evidence that FHWA has afforded the Council an opportunity to comment on the replacement of the Sand Creek Camelback Pony Truss bridge in Grant County (Structure 27E0180N2800006) and its effects on historic properties, and that FHWA has taken into account the effects of the undertaking on historic properties.

MOA for BRO-127C(099)CO; State Job 23655(04) Camelback pony truss bridge over Sand Creek in Grant County, Oklahoma (Structure 27E0180N2800006)

Federal Highway Administration

BY:  DATE: Dec. 5, 2012

Oklahoma State Historic Preservation Officer

BY:  DATE: Nov 21, 2012

Oklahoma Department of Transportation

BY:  DATE: 11/28/2012

**ATTACHMENT A:**

**TOWN OF BUFFALO  
RELOCATION AGREEMENT  
GRANT COUNTY EW-18 OVER SAND CREEK BRIDGE  
BRO-127C(099)CO  
JOB PIECE NO. 23655(04)  
ODOT STRUCTURE 27E0180N2800006**

**Grant County Project; BRF-127C(099)CO, JP 23655(04).  
Bridge Replacement Over Sand Creek,  
NRHP Eligible Bridge (#27E1800N2800006) Relocation**

As part of the Federally funded project referenced above, the bridge, which is considered eligible for inclusion in the National Register of Historic Places (Structure # 27E1800N2800006) is being donated by Grant County, Oklahoma to the Town of Buffalo, Oklahoma according to 23 U.S.C. 144(o). The bridge will be relocated to a city-owned public golf course at Doby Springs Golf Course and installed for pedestrian and golf cart use. The structure will remain a truss bridge and will be placed over a stream crossing.

The Town of Buffalo agrees to the following stipulations:

- A) The Town of Buffalo and Harper County Board of Commissioners agree to move the bridge from its current location to Doby Springs Golf Course in such a manner that the historic integrity of the bridge will be maintained.
- B) Once relocated, the Town of Buffalo will agree to 1) maintain the bridge and the features that give it its historic significance (truss elements), 2) maintain the historic integrity of the bridge, and 3) not perform repairs or maintenance inconsistent with the historic design and materials of the bridge. Replacement and maintenance of the deck may be completed as necessary.
- C) The Town of Buffalo agrees to assume all legal and financial responsibility for the bridge and will hold Grant County and ODOT harmless in any liability actions. All such liability will be assumed by the Town of Buffalo upon implementing the process of actual physical possession of the bridge for relocation.


Upon submittal of this document to the Oklahoma Department of Transportation (ODOT), the Town of Buffalo will provide photographic documentation of the proposed location of the bridge. Upon agreement of the above stipulations, ODOT finds that the proposed relocation provisions do not constitute a 4(f) use of the bridge, because the Town of Buffalo will preserve the structure for the foreseeable future.

Grant County Project: BRI-127C(099)CO, JP 23655(04).  
Bridge Replacement Over Sand Creek,  
NRHP Eligible Bridge (#27E1800N2800006) Relocation

The undersigned hereby accept the conditions stated above:

  
\_\_\_\_\_  
Signature/Title (Town of Buffalo, Harper County Oklahoma)

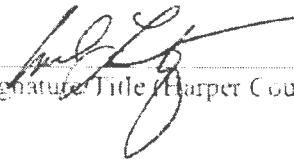
8-8-12  
Date

  
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Signature/Title (Harper County Oklahoma)

7-30-12  
Date

  
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Signature/Title (Harper County Oklahoma)

7-30-12  
Date

  
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Signature/Title (Harper County Oklahoma)

7-30-12  
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Signature/Title (Grant County Oklahoma)

7-23-12  
Date

  
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Signature/Title (Grant County Oklahoma)

07-23-2012  
Date

  
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Signature/Title (Grant County, Oklahoma)

7-23-12  
Date