

**MEMORANDUM OF AGREEMENT
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO CFR 800.6(A)**

WHEREAS, the Federal Highway Administration (FHWA) has determined that Federal-Aid Project STPY-028B(114); State Job Piece 10100(04) for SH-6 reconstruction will have an adverse impact to archeological site 34GR177 Greer County, Oklahoma, a property determined eligible for inclusion in the National Register of Historic Places under Criteria D for recoverable data the site contains regarding early 20th century activities in Greer County, Oklahoma, 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);

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);

NOW, THEREFORE, FHWA, Oklahoma Department of Transportation (ODOT), 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
ARCHEOLOGICAL SITE 34GR177**

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

1. Prior to the initiation of construction, the portion of 34GR177 falling within the Area of Potential Effect (APE) will be subject to data recovery efforts. Previous investigation has determined the site contains late 19th and early 20th century items confined to the surface of the site, which likely relate to early 20th century Sulphur Springs Resort in Greer County, Oklahoma. This will include the following:

A. Controlled surface collection within the approximately 200' x 500' portion of the site falling within the APE. The collection will be provenienced based upon the three collection areas previously established during the initial site investigation.

B. The surface collection will be accomplished by intense surface examination of the entire APE. Raking or other wise tillage with hand implements of the upper 5 cm of soil will be employed as feasible to assure maximum recovery.

C. A metal detector survey will be conducted to assure maximum recovery of diagnostic metal items. The survey will be conducted at approximate 5 m spaced transects as allowed for by topography and vegetation.

~~D. Only items providing information in regards to date of manufacture, function or~~

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E. The initial stripping of the soil for construction will be monitored by an archeologist to recover any diagnostic items that may be exposed. The ODOT will assure that notes regarding this monitoring activity are added to the construction plans.

F. All items will be curated in an Oklahoma based facility in accordance with 36 CFR 79.

II. Archival research will be conducted regarding the early 20th century Sulphur Springs Resort in Greer County Oklahoma. The research will include but is not limited to:

A. Review of period local newspapers at the Oklahoma Historical Society and the Greer County Historical Society.

B. Review of probate and tax records of individuals identified as associated with the Sulphur Springs Resort.

C. Interviews with local informants who may have information regarding the Sulphur Springs Resort and /or dumping activities on 34GR177.

III. A final report including a description and analyses of the items recovered from 34GR177 as well as a history of the Sulphur Springs Resort, Greer County Oklahoma will be produced and provided to SHPO and the Oklahoma Archeological Survey. A minimum of 50 additional copies will be produced for distribution to interested scientific and historical communities.

IV. 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 an objection cannot be resolved, FHWA:

A. will 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 forty-five (45) 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. may make a final decision on the dispute and proceed accordingly, if the ACHP does not provide its advice regarding the dispute within the forty-five (45)

day time period. 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(s).

C. will have the responsibility of performing all other stated and unchanged actions of this MOA not related to the dispute.

V. 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.


[Watermark1]VI. 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.

Execution of this Memorandum of Agreement and implementation of its terms evidence that FHWA has afforded the Council an opportunity to comment on the reconstruction of SH-6 and its effects on historic properties, and that FHWA has taken into account the effects of the undertaking on historic properties.

Federal Highway Administration

BY:  DATE: 3/8/2010

Oklahoma State Historic Preservation Officer

BY:  DATE: 1-14-2010

Oklahoma State Archeologist

BY:  DATE: 1/25/2010

Oklahoma Department of Transportation

BY:  DATE: 2/04/2010