

**MEMORANDUM OF AGREEMENT
AMONG THE USDA-FOREST SERVICE, MARK TWAIN NATIONAL FOREST,
THE
MISSOURI STATE HISTORIC PRESERVATION OFFICER,
THE OSAGE NATION, AND
THE CHRISTIAN COUNTY COMMISSION,
REGARDING THE FY25 RED BRIDGE ROAD IMPROVEMENT PROJECT,
CHRISTIAN COUNTY, MISSOURI**

WHEREAS, the USDA-Forest Service, Mark Twain National Forest (hereinafter "the Forest") has determined that consultation on proposed activities that might affect historic properties on National Forest System lands or under the direct or indirect jurisdiction of the agency per 36 CFR 800.16(y) must be conducted in order for the Forest Supervisor and other agency officials to take such effects into account in evaluating alternatives and in making decisions pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (80 Stat. 915 et seq.; 16 U.S.C. 470 et seq.); and

WHEREAS, the Forest, in consultation with the Missouri Department of Transportation, has determined that Bridge No. 4330004 (hereafter referred to as "the Red Bridge") carrying Red Bridge Road (County Road H-14) over Bull Creek on the Ava Management Unit of the Forest in Christian County, Missouri (FS Site No. 09052100949; 23CN2119) is an early 20th century pinned Pratt pony truss bridge that is eligible for listing on the National Register of Historic Places (NRHP); and

WHEREAS, the Forest, in consultation with the Missouri Department of Transportation and the Christian County Highway Department, has determined that the Red Bridge is structurally unsound and is neither safe nor suitable for ongoing, modern usage and needs to be replaced; and

WHEREAS, the Forest plans to approve and permit the Red Bridge Road Improvement Project (undertaking) on behalf of the Christian County Commission pursuant to the Federal Land Policy and Management Act of 1976, as Amended (Public Law 94-579, 43 U.S.C. §§ 1701–1782); and

WHEREAS, the undertaking consists of providing the Christian County Commission with a temporary construction and right-of-way permit to realign a portion of Red Bridge Road, replacing the existing historical Red Bridge over Bull Creek with a modern, triple-span bridge to be constructed on the new, ca. 800 foot long approach roadway (including the new bridge), and to rehabilitate the ca. 550 foot long segment of roadway proposed for abandonment; and

WHEREAS, the Forest has defined the undertaking's Area of Potential Effects (APE) for the Red Bridge Road Improvement Project as comprising ca. 2.5 acres (1.6 acres of National Forest System lands and 0.9 acres of private property) for construction-related and other ground disturbing activities, including the active stream channel/gravel bars, the locations of the historical Red Bridge and road alignment, the newly proposed road alignment and bridge, and all temporary construction and clearing easements. Maps depicting the APE are included in Attachment A; and

WHEREAS, the duties of the Missouri State Historic Preservation Officer (SHPO) pursuant to Section 106 of the National Historic Preservation Act and 36 CFR Part 800 include responsibilities to advise, assist, review, and consult with Federal agencies as they carry out their historic preservation responsibilities and to respond to Federal agencies' requests within a specified period of time; and

WHEREAS, the Forest has determined that the undertaking would have an adverse effect on the Red Bridge, which is eligible for listing in the NRHP, and has consulted with the SHPO pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108), as well as the processes defined in the 2019 Section 106 Programmatic Agreement (hereinafter “the 2019 Section 106 PA”) among the Forest, the Advisory Council on Historic Preservation (ACHP), federally recognized Tribal partners, and the Missouri SHPO in accordance with 36 CFR 800.14; and

WHEREAS, under Stipulation VII.B (*Buildings and Structures Provisions/Resolving Adverse Effects*) of the 2019 Section 106 PA, the Forest is further obliged to follow the stipulations and protocols put forth in the 2008 Programmatic Agreement among the Forest, the Missouri SHPO, and the ACHP for the Realignment of Historic Properties on the Forest, as amended in 2018 (hereinafter “the 2018 Realignment PA”); and

WHEREAS, the Forest has consulted with the Osage Nation regarding the effects of the undertaking on historic properties and at their request has invited them to participate in this Memorandum of Agreement (MOA) as an invited signatory; and

WHEREAS, the Forest has consulted with the Christian County Commission and at their request has invited them to participate in this Memorandum of Agreement (MOA) as an invited signatory; and

WHEREAS, the Forest has invited the National Trust for Historic Preservation, the Sac and Fox Nation of Oklahoma (both concurring parties to the 2008 Realignment PA), as well as Missouri Preservation, the Legacy Retreat Center, and Dr. Robert Kipfer, the affected private landowner, to participate in this MOA as concurring parties; and

WHEREAS, the Osage Nation has elected to participate in this MOA as an invited signatory; and

WHEREAS, the Christian County Commission has elected to participate in this MOA as an invited signatory; and

WHEREAS, the Sac and Fox Nation of Oklahoma has declined to participate in the MOA, but has requested notification should archeological materials be encountered during any phase of the bridge project; and

WHEREAS, the National Trust for Historic Preservation has not responded to the Forest’s invitation, to date; and

WHEREAS, Missouri Preservation has elected to participate in the MOA as a concurring party, but has offered no additional comment, to date; and

WHEREAS, the Legacy Retreat Center has declined to participate in the MOA; and

WHEREAS, Dr. Robert Kipfer has elected to participate in this MOA as a concurring party; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1) as well as Stipulation VII.B of the 2019 Section 106 PA and Stipulation G.1.b of the 2008 Realignment PA, the Forest notified the ACHP of its adverse effect determination with specified documentation on May 21, 2026, and the ACHP has chosen *not to* participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii) on June 1, 2026; and

NOW, THEREFORE, the Forest, the Missouri SHPO, the Osage Nation, and the Christian County Commission 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

The Forest shall ensure that the following measures are carried out by, or under the direction of, a professional who meets or exceeds the Secretary of the Interior's Professional Qualification Standards for History and/or Architectural History (36 CFR Part 61):

- I. As discussed with the Missouri SHPO and other consulting parties, the Forest shall prepare or oversee preparation of archival documentation for Red Bridge to the following specifications:
 - a. Preparation of historical documentation of the Red Bridge in accordance with Stipulation II.G.1.d of the 2008 Realignment PA which will be of like equivalency to MoDOT's *Level II Bridge Documentation Standards for Section 106 Mitigation of Adverse Effect* (Attachment B).
 - b. Prior to implementation of any project activity that could adversely affect the NRHP eligibility of Red Bridge, its character-defining attributes shall be photo-documented as follows:
 - i. Photographs shall be consistent with the National Register of Historic Places and National Historic Landmarks Program's 2024 *Consolidated and Updated Photograph Policy* with sufficient coverage to provide overall views of the bridge and its significant details and shall be legibly keyed to a site map.
 - ii. The Forest shall consult with the Missouri SHPO regarding the adequacy of the photographic coverage for the bridge and the selection of images for retention.
 - iii. The Forest shall provide digital images (TIF or JPEG) to the SHPO, which will maintain the digital images.

- iv. The SHPO shall be given 30 days to review and comment on the submittal of photographic documentation. Removal of the Red Bridge may occur once SHPO concurs with the adequacy of photographs, photo log, and photo key map.
 - c. Provide the Missouri SHPO with a report consisting of digital photographs, photo log, photo key map, and the available historical documentation. The SHPO shall be given 30 days to review and comment on the submittal of the Level II report.
- II. In accordance with Stipulation II.H of the 2008 Realignment PA (Interpretive/Archival Preservation), should the currently proposed adaptive re-use of Red Bridge's historical trusses be implemented via aesthetic incorporation into the new bridge, the Forest shall develop (or oversee development of) interpretive signage to be displayed in the vicinity of the new bridge to provide a concise history of the original structure and the purpose of its adaptive reuse.
 - a. Context for the signage shall include, but not be limited to, the historic context, photographs, and plans compiled from the Level II documentation described above (if available) in order for the signs to convey the historic significance of the Red Bridge.
 - i. Content development shall be under the supervision and review of personnel meeting Secretary of the Interiors Professional Qualification Standards (48 FR 44738-447389) in History and/or Architectural History.
 - ii. The Forest shall provide SHPO, and any other interested consulting party, final draft content and mock-up of final design as well as map showing the proposed installation location for review and comment.
 - iii. SHPO, and any other interested consulting party, shall have 30 calendar days to review and provide comment.
 - iv. The Forest shall take all comments into consideration and make any necessary revisions for final SHPO acceptance prior to final production and installation.
 - b. Final installation shall be within one year after completion of construction.
- III. The Forest shall ensure that decommissioning activities in the immediate vicinity of historic properties in the Red Bridge Road Improvement Project APE are monitored by a professionally qualified archaeologist.
 - a. Monitoring shall include preparation of a monitoring report following implementation of such activities.

- b. The Forest shall submit this report to the Missouri SHPO and The Osage Nation, as appropriate.
- c. The Forest shall prepare a Mark Twain National Forest Archaeological Site Recordation Form update for the Red Bridge Site (FS No. 09052100949; 23CN2119) reflecting any change in its NRHP status, and submit the update to the Missouri SHPO and other interested consulting parties, as appropriate.

IV. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the Forest may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

V. POST-REVIEW DISCOVERIES

If properties are discovered that may be historically significant or unanticipated effects on historic properties found, the Forest shall implement the discovery plan included as Attachment C of this MOA.

VI. MONITORING AND REPORTING

Each calendar year following the execution of this MOA until it expires or is terminated, the Forest shall provide all parties to this MOA a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the Forest's efforts to carry out the terms of this MOA.

VII. DISPUTE RESOLUTION

Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Forest shall consult with such party to resolve the objection. If the Forest determines that such objection cannot be resolved, the Forest will:

- A. Forward all documentation relevant to the dispute, including the Forest's proposed resolution, to the ACHP. The ACHP shall provide the Forest 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 Forest 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 Forest 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, the Forest may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Forest 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 Forest'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.

VIII. 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.

IX. 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 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 MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work is continuing on the undertaking, the Forest 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. The Forest shall notify the signatories as to the course of action it will pursue.

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

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THE OSAGE NATION, AND
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SIGNATORY:

USDA-FOREST SERVICE, MARK TWAIN NATIONAL FOREST

Vinci Keeler,
Forest Supervisor

Date _____

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SIGNATORY:

MISSOURI STATE HISTORIC PRESERVATION OFFICER

Laura Hendrickson
Director, Division of State Parks and
Deputy Missouri State Historic Preservation Officer
Missouri Department of Natural Resources

Date _____

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INVITED SIGNATORY:

OSAGE NATION

Joe Tillman
Principal Chief

Date_____

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INVITED SIGNATORY:

CHRISTIAN COUNTY COMMISSION

_____ Presiding Commissioner Lynn Morris	Date _____
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_____ Eastern Commissioner Bradley A. Jackson	Date _____
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_____ Western Commissioner Johnny Williams	Date _____
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Attested By:

Approved as to Form:

Paula Brumfield, Christian County Clerk

N. Austin Fax, Attorney at Law
901 St. Louis Street 20th Floor
Springfield, MO 65806
Phone: 417-866-7777
Fax: 417-866-1752

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CONCURRING PARTY:

MISSOURI PRESERVATION

Riley Price
Executive Director
Missouri Preservation

Date _____

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CONCURRING PARTY:

DR. ROBERT KIPFER

Dr. Robert Kipfer
Affected Landowner

Date _____