

MEMORANDUM OF AGREEMENT
AMONG
THE UNITED STATES ARMY CORPS OF ENGINEERS, LITTLE ROCK DISTRICT
AND THE ARKANSAS STATE HISTORIC PRESERVATION OFFICER
REGARDING REPLACING THE BLUE MOUNTAIN LAKE SPILLWAY BRIDGE
NEAR THE CITY OF WAVELAND, YELL COUNTY, ARKANSAS

WHEREAS, the United States Army Corps of Engineers, Southwest Division, Little Rock District, (USACE) plans on repairing by replacement the existing Pony Truss bridge that spans the spillway at Blue Mountain Lake located one and a half miles southwest of Waveland, Arkansas; and

WHEREAS, the purpose and need of the Undertaking is to replace the existing bridge to current functional/safety standards; and

WHEREAS, the USACE, in consultation with the Arkansas State Historic Preservation Officer (SHPO), considered the potential effects of the Undertaking, as provided in 36 CFR 800, and established an Area of Potential Effects (APE) for direct effects (**Attachment A**); and

WHEREAS, the Undertaking consists of:

1. Removal and recycling of YE0225 (**Attachment B**); and
2. A new bridge installed in the exact previous location of YE0225, on the original abutments. The bridge will be built based on the original designs, but meeting current functional/safety standards; and
3. A laydown yard will be established adjacent to the bridge location where YE0225 will be removed to, dismantled and recycled; and

WHEREAS, the SHPO recorded YE0225 in 2013 and listed the bridge as “Eligible” to the National Register of Historic Places (NRHP) in the Architectural Resources Survey Form (AARF). The USACE wasn’t provided any justification how this individual bridge is significant, and any criteria it might be eligible under, etc. Consultation with the SHPO resulted in a response from the SHPO on July 20, 2025, stating that “*The bridge is considered “Eligible” as a good example of a Pratt Truss bridge.*” Upon reviewing the documentation, the USACE will treat the bridge as “Eligible” to the NRHP and will consider its removal and recycling an adverse effect.

WHEREAS, the USACE, has consulted with SHPO, pursuant to 36 CFR 800, the regulations implementing Section 106 of the NHPA in developing an MOA for the implementation of the Undertaking, in accordance with 36 CFR § 800.6 and 36 CFR § 800.14(b)(1)(ii); and

WHEREAS, the USACE has consulted with the Caddo Nation of Oklahoma, the Cherokee Nation, the Choctaw Nation of Oklahoma, the Muscogee (Creek) Nation, the Osage Nation, the Quapaw Nation and the Shawnee Tribe for which the Undertaking was believed to be in these Tribal Nations area of interest, and for which historic properties in the vicinity of the Undertaking are believed to have religious and cultural significance to these Tribes. No Tribal Nation responded with an interest in this Undertaking; and

WHEREAS the USACE has determined that the removal and recycling of the eligible structure YE0225 will have an adverse effect on the structure and to the overall interpretation of the Blue

Mountain Lake spillway complex, as a whole; and

WHEREAS, this Undertaking is occurring completely within fee (Federal) land, with no public or private property being impacted; and

WHEREAS, public involvement in accordance with 36 CFR § 800.14 (b) has been sought by making the draft of this MOA available on the district's website for this individual Undertaking <https://www.swl.usace.army.mil/Missions/Recreation/Lakes/Blue-Mountain-Lake/> for review and comment from TBD to TBD; and

WHEREAS, the USACE has invited the Advisory Council on Historic Preservation (ACHP) to participate and the ACHP has chosen not to participate pursuant to 36 CFR § 800.6(a)(1)(iii) in a letter dated August 12, 2025; and

NOW, THEREFORE; the USACE and SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the Undertaking on YE0225 to satisfy the USACE's Section 106 responsibilities.

STIPULATIONS

The USACE will ensure that the following stipulations are carried out to mitigate for adverse effects to YE0225 during performance of the Undertaking.

I. RESOLUTION OF ADVERSE EFFECT

The removal and demolition of YE0225 is considered an adverse effect to the structure itself and to the overall interpretation of the spillway complex at Blue Mountain Lake, adversely alter the historic setting of the area. In consultation with SHPO, the SHPO recommended three actions to resolve the adverse effects to YE0225. The USACE will ensure that the following three measures are carried out in full prior to the Undertaking commencing. These consist of:

A. Photographic documentation.

- 1) Take archival photographs, consistent with the National Register standards, with sufficient coverage to provide overall views of architectural resources and significant details of the resources.
- 2) Prior to project letting, consult with the SHPO regarding the adequacy of the photographic coverage for the architectural resources and selection of images.
- 3) Label photographs in a manner consistent with National Register standards.
- 4) Photographs shall be keyed to a site plan, map and/or engineering designs.
- 5) Provide digital/archival images (black and white .tiff images and color .jpeg images) to the SHPO. Once approved all images will be curated to standards set forth in 36 CFR 79.

- B. Interpretive Materials.** Develop a 24" x 36" Wayside Exhibit that meets NPS standards that explains the significance of this resource to the general public with photographs and illustrations and install within the design improvements near the area of the replaced resource (<https://www.nps.gov/subjects/hfc/upload/Wayside-Guide-First-Edition.pdf>). SHPO shall have a 30-day opportunity to review and accept the content and form of the proposed exhibit. SHPO shall either accept the content and form of the proposed exhibit, or provide revisions as needed until accepted by the SHPO.

- C. **USACE Little Rock District Blue Mountain Website.** Develop and place a historic context on the spillway and the Pratt Pony Truss Bridge (YE0225) that spans it on the USACE Blue Mountain website, as part of the historic context for the USACE dam and lake that will be accessible for public viewing/knowledge as part of the website makeup moving forward.

II. CURATION AND DISPOSITION OF MATERIALS, RECORDS AND REPORTS

- A. *Curation.* The USACE shall ensure that materials and associated records as required by the mitigation in this MOA, are accessioned into a curatorial facility that meets standards set forth in 36 CFR 79 – Curation of Federally-owned and Administered Archaeological Collections.
- B. *Data.* The USACE shall provide copies of final documentation as required for mitigation to SHPO. The signatories shall withhold from the public all site location information and other data that may be of a confidential or sensitive nature pursuant to 36 CFR 800.11(c).

III. PROFESSIONAL QUALIFICATIONS

All historic preservation-related investigations and Mitigation Plan requirements specified in this MOA shall be carried out by Principal Investigators meeting the pertinent professional qualifications of the SOL's "Standards and Guidelines for Archeology and Historic Preservation" (48 FR 44716-44740; September 23, 1983), as amended in a discipline appropriate for the task and the nature of the historic properties.

IV. DISPUTE RESOLUTION

Should any Signatory to this MOA object within thirty (30) calendar days upon receipt of any plans or other documents, pursuant to this MOA, provided by the USACE and the SHPO or object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the objector is encouraged to consult the other signatories in resolving the objection. If the USACE determines that such objection cannot be resolved, the USACE shall perform the following tasks.

- A. **CONSULT ACHP.** Forward all documentation relevant to the dispute, including the USACE's proposed resolution, to the ACHP. The ACHP shall provide the USACE with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the USACE shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories shall provide them with a copy of this written response. The USACE will then proceed according to its final decision.
- A. **FINAL DECISION.** If the ACHP does not provide its advice regarding the dispute within the 30-day time period, the USACE may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the USACE shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and consulting parties to the MOA, and shall provide the signatories, consulting parties and the ACHP with a copy of such written response.
- B. The parties shall carry out all other actions subject to the terms of this MOA that are not the subject of the dispute.

- C. At any time during the implementation of the measures stipulated in this MOA, objections are raised by interested persons, then USACE shall consider the objection and consult, as appropriate, with the objecting party to attempt to resolve the objection.

V. DURATION, AMENDMENT, AND TERMINATION:

- A. DURATION. Unless terminated or amended as outlined below, this Agreement shall remain in effect for a period of ten (10) years from the date the MOA goes into effect and may be extended for an additional 5-year term with the written consent of all the signatories.
- B. AMENDMENT. This Agreement 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.
- C. TERMINATION. Any Signatory to this agreement may terminate this MOA by providing thirty (30) calendar days written notice to the other Signatories, pursuant to 36 CFR 800.6(c)(8). During the period after notification and prior to termination, the Signatories shall consult to seek agreement on amendments or other actions that would avoid termination. Termination of this MOA will require compliance with 36 CFR 800. This MOA may be terminated by the execution of a subsequent MOA that explicitly terminates or supersedes its terms.

VI. REPORTING AND MONITORING:

Each year following the execution of the MOA until it expires, or it is terminated, the USACE shall provide SHPO a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, or any problems encountered in the USACE's efforts to carry out the terms of the MOA.

EXECUTION AND IMPLEMENTATION

Signature of this MOA by the USACE and SHPO and implementation of its terms evidence that the USACE has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment. Pursuant to 36 CFR 800.6(b)(1)(iv) this Agreement will go into effect when a fully executed version is received by the ACHP. A copy of this signed agreement document will be provided to the ACHP by the USACE.

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SIGNATORY:

United States Army, Corps of Engineers, Little Rock District

Colonel Patrick W. Caukin
District Engineer

Date _____

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SIGNATORY:

Arkansas State Historic Preservation Officer

Scott Kaufman,
State Historic Preservation Officer

Date _____