

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF ALEX, OKLAHOMA AND THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE

REGARDING THE DEMOLITION OF WATER TOWER AT LOTS 18 & 19 OF BLOCK 45, ALEX, OKLAHOMA

WHEREAS the City of Alex (City) plans to approve the demolition of an existing water tower and construction of a new tower in Alex, Oklahoma (undertaking) pursuant to HUD's Community Development Block Grant Program (CDBG) administered through the Oklahoma Department of Commerce under Section 104(g) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(g)); and

WHEREAS, the City has defined the undertaking's area of potential effect (APE) to be property located on Lots 18 & 19, Block 45, Alex, Oklahoma; and

WHEREAS, the City has determined that the undertaking will have an adverse effect on an existing water tower situated on Lots 18 & 19, Block 45, which is eligible for listing in the National Register of Historic Places, and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the City 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)(iii); and

NOW, THEREFORE, the City and the 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

The City shall ensure that the following measures are carried out:

I. The City shall provide SHPO photographic documentation of the existing water tower located at Lots 18 & 19, Block 45. This documentation will consist of:

Photographs taken of the existing water tower documenting both the tower and it's setting. Photographs must be clear and in focus, taken in good light and under good climatic conditions. Photographs must show the entire extent of the property as well as close-ups of any character defining aspects of the tower.

Color or black and white prints must be a minimum of 4" by 6" and no larger than 8" by 10".

All photographs must have the following information clearly labeled using a 2H pencil on the backs with:

- Name of property;
- Location (county, city, state, and street address);
- Name of photographer;
- Date of photograph;
- Location of photographic negative;
- Indication of direction camera is pointing;
- Number of the photograph in series.

Do not write on the back of the photograph in ink. Do not mount the photograph onto sheets of paper or cardboard. Do not apply a label with rubber cement or tape.

II. Photographs must be submitted and approved by SHPO as meeting the conditions outlined above before any work takes place that will affect the property.

II. DURATION

This MOA will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the City may consult with the other signatory to reconsider the terms of the MOA and amend it in accordance with Stipulation IV below.

III. DISPUTE RESOLUTION

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

A. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP shall provide the City 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 City shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and/or the other signatory and provide both with a copy of this written response. The City 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 City may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the other signatory to the MOA, and provide them and the ACHP with a copy of such written response.

C. The City's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

IV. **AMENDMENTS**

This MOA may be amended when such an amendment is agreed to in writing by both signatories. The amendment will be effective on the date a copy signed by both signatories is filed with the ACHP.

V. **TERMINATION**

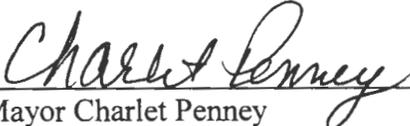
If either signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other party to attempt to develop an amendment to the current agreement. If within thirty (30) days (or another time period agreed to by both signatories) an amendment cannot be reached, either signatory may terminate the MOA upon written notification to the other.

Once the MOA is terminated, and prior to work continuing on the undertaking, the City 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 City shall notify the other signatory as to the course of action it will pursue.

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

SIGNATORIES:

The City of Alex

 _____ Date
Mayor Charlet Penney

Oklahoma State Historic Preservation Officer

 Date 7-8-08

Bob L. Blackburn, Ph.D.
Oklahoma State Historic
Preservation Officer