

(0226-11)

**MEMORANDUM OF AGREEMENT
AMONG**

**THE U.S. AIR FORCE AERONAUTICAL SYSTEMS CENTER,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
AND THE OKLAHOMA HISTORIC PRESERVATION OFFICER
REGARDING DIVESTITURE OF
AIR FORCE PLANT #3; TULSA, OKLAHOMA**

WHEREAS, the United States Air Force Aeronautical Systems Center (ASC) proposes to transfer to the City of Tulsa, Oklahoma approximately 330 acres of land and buildings known as Air Force Plant (AFP) 3, which is located directly adjacent to the Tulsa International Airport, in Tulsa County, Oklahoma; and

WHEREAS, the ASC has prepared a detailed and professionally executed inventory and evaluation of the properties at AFP 3 and concluded that there are two buildings that are eligible for listing on the National Register of Historic Places, which are the Assembly Building (Bldg. 1) and the Drop Hammer Building (Bldg. 2); and

WHEREAS, the ASC and the Oklahoma State Historic Preservation Officer (SHPO) have determined that the transfer of these historic properties constitutes an adverse effect on properties eligible for inclusion in the National Register of Historic Places pursuant to 36 CFR Part 800.9, and has consulted with the Advisory Council on Historic Preservation (Council) pursuant to Section 800.13 of the regulations (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and Section 110(f) of the same Act; and

WHEREAS, the ASC has consulted with OK SHPO in accordance with Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations (36 CFR 800) to resolve the adverse effect of the transfer of AFP 3 on historic properties; and

WHEREAS, the City of Tulsa, Oklahoma has participated in the consultation and has been invited to concur in this Memorandum of Agreement (MOA);

NOW, THEREFORE BE IT RESOLVED that the ASC, the Council, and the SHPO agree that the undertaking shall be administered in accordance with the following stipulations in order to take into account the effects of the transfer of AFP 3 on historic properties and to satisfy the Air Force's Section 106 responsibility for all individual aspects of the undertaking; and

BE IT FURTHER RESOLVED that the ASC and OK SHPO agree that implementation of the attached stipulations constitutes mitigation of the adverse effect and that adequate restrictions are included to ensure preservation via documentation of the property's significant historic features, pursuant to 36 CFR 800.9 (c) (3).

Stipulations

The ASC shall ensure that the following stipulations are implemented:

1. Title Restrictions

A. Title transfer from the US Air Force to the City of Tulsa will be subject to the completion of the documentation requirements identified in Section 2 of these stipulations. Once appropriate documentation of the resources has been carried out, the title may be transferred free and clear of historic preservation covenants.

2. Documentation.

A. Based upon representations made by ASC regarding the existing documentation for the eligible buildings at AFP 3, the OK SHPO and ASC agree that sufficient documentation of these resources exists which will serve as mitigation of the adverse effect of divestiture. This documentation includes the Historic Building Inventory and Evaluation of AFP 3 Report dated November, 1996; AFP 3 archived materials at the National Archives I, filed as Tulsa Army Aircraft Plant completion report, Record Group 77, Entry 391, Stack SW3, Row 19, Box 91; original Plant architectural and engineering drawings currently housed at the Plant; and numerous other historical reports, collections, and photography housed in the local and regional area.

B. ASC agrees to produce a summary document, prior to title transfer, that will provide a written summary of the general history of the Plant and will include a complete listing and indexing of documentary resources available, including their locations, which will collectively serve as mitigation via documentation of the property transfer. OK SHPO will be afforded review of draft submittals of the summary document, and will provide comments to ASC. The final summary document will be submitted to OK SHPO for their acceptance and approval. Subsequent to OK SHPO approval, the summary document will be forwarded to local, regional, state, and federal libraries for widespread distribution.

C. ASC agrees to curate selective original engineering and architectural drawings of the eligible buildings, in an established and recognized archives as part of the collective documentation mitigation. The amount and type of drawings to be archived, as well as the specific archive selected for curation, will be proposed by ASC to the OK SHPO for their concurrence. OK SHPO concurrence and actual curation must occur prior to title transfer.

D. ASC and OK SHPO agree that the Willard Stone "Wall of Conception", currently part of the structural components of Building 2, represents a unique although not eligible artistic pencil sketch by a prominent Native American artist. At the request of the OK SHPO, ASC has consulted with appropriate tribes regarding the art sketch, as well as recognized professional Native American art museums within the local area. The OK SHPO and ASC agree that the wall art will best be served by transfer to the City of Tulsa (along with all other AFP 3 property), and that the City of Tulsa will ensure proper coordination with OK SHPO, local Native American tribes, and local arts commissions prior to the final alteration, demolition, or disposition of the sketch.

Fully Executed Original to
be Returned to City Clerk. 11-21

3. Interim Protection.

A. ASC shall ensure compliance with Section 106 of the NHPA, specifically regarding activities within Buildings 1 and 2, during the interim period from the date of this agreement until the date of the property title transfer, at which time the City of Tulsa, Oklahoma will assume compliance with the NHPA provisions.

4. Administrative Conditions.

A. If ASC determines that it cannot implement the terms of this MOA, or if the OK SHPO determines that the MOA is not being properly implemented prior to property transfer, the ASC or OK SHPO may propose to the other party that this MOA be terminated. The party proposing to terminate this MOA shall so notify the other party, explaining the reasons for termination and affording at least 30 days to consult and seek alternatives to termination. After the expiration of this 30 day period the parties shall then consult. Should the MOA be terminated, the ASC shall either: a. Consult in accordance with 36 CFR 800.5(e) to develop a new MOA; or b. request a determination by the Advisory Council pursuant to 36 CFR 800.5 (e)(6).

B. Execution of this MOA by ASC and OK SHPO, and its subsequent acceptance by the Advisory Council and implementation of its terms evidence that the ASC has afforded the Advisory Council an opportunity to comment on the divestiture of AFP 3 and its effects on historic properties, and that ASC has taken into account the effects of the transfer of AFP 3 on historic properties.

AERONAUTICAL SYSTEMS CENTER

By: Ronald E. Channell Date: 23 Jul 98
Ronald E. Channell, Col. USAF
Director, Acquisition Environmental Management

OKLAHOMA HISTORIC PRESERVATION OFFICE

By: [Signature] Date: 8-26-98

ACCEPTED for the Advisory Council on Historic Preservation

By: [Signature] Date: 8/14/98

Concurrence:
The City of Tulsa, Oklahoma

By: [Signature] Date: AUG 03 1998
Mayor, City of Tulsa **PRO-TEM**

Advisory Council On Historic Preservation

The Old Post Office Building
1100 Pennsylvania Avenue, NW, #809
Washington, DC 20004

Reply to: 12136 West Bayaud Avenue, #330
Lakewood, Colorado 80226

September 17, 1998

Frank J. Tokarsky, AICP
Community Planner, Compliance Division
Acquisition Environmental Management
ASC/EMC
Building 8, Area B
1801 Tenth Street, Suite 2
Wright-Patterson AFB, OH 45433-7626

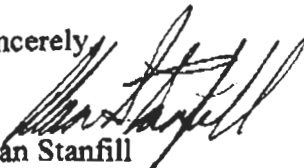
RE: *Transfer of Air Force Plant #3, Tulsa, OK; Section 106 Coordination; Memorandum of Agreement Concurrence*

Dear Mr. Tokarsky:

The enclosed Memorandum of Agreement regarding the divestiture of Air Force Plant #3, Tulsa, Oklahoma, has been accepted by the Council. This constitutes the comment of the Council pursuant to Section 106 of the National Historic Preservation act and its implementing regulations. Please ensure that the other signatories and your Federal Preservation Officer receive copies of the signed agreement.

The Council appreciates your cooperation in reaching a satisfactory resolution of this matter. If we can be of further assistance, please call me at (303) 969-5110.

Sincerely,



Alan Stanfill
Program Analyst
Western Office of Planning and Review