

MEMORANDUM OF AGREEMENT
AMONG THE SOUTHWESTERN REGION, DISTRICT 19 OF THE
DEPARTMENT OF VETERANS AFFAIRS, VETERANS HEALTH
ADMINISTRATION,

THE
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE,
AND THE
ADVISORY COUNCIL ON HISTORIC PRESERVATION

REGARDING
THE OKLAHOMA CITY VETERANS ADMINISTRATION
MEDICAL CENTER PARKING FACILITIES PROJECT

WHEREAS the Oklahoma City Veterans Administration Medical Center (hereafter, VA) proposes to construct a parking facility expansion lot on the city block immediately north of the existing medical and parking facilities, in accordance with the plans identified and described in the document "Environmental Assessment for Veterans Administration Medical Center Parking Facilities Oklahoma City, Oklahoma," draft report dated November 2001, produced for the U.S. Army Corps of Engineers, Tulsa District, by Gulf South Research Corporation; and

WHEREAS the VA has established the Undertaking as the city block bounded by NE 15th Street on the South, NE 16th Street on the North, N. McMechan Street on the West, and N. Kelly Street on the East, located immediately east of downtown Oklahoma City; and

WHEREAS the VA has determined that the Undertaking will have adverse effects, as described in the aforementioned Environmental Assessment report, on 19 properties within the Lincoln Terrace East historic district (see attached property list) that may contribute to the district's status as eligible for listing on the National Register, and potentially on archaeological resources that may lie beneath the properties currently located in the area of potential effect; and

WHEREAS the VA has consulted with the Oklahoma State Historic Preservation Office (SHPO), and the Advisory Council on Historic Preservation (Council) in accordance with Section 106 of the National Historic Preservation Act, 16 U.S.C 470 (NHPA), as amended, and its implementing regulations (36 CFR Part 800.6(b)(1)) to resolve the adverse effects of the Project on historic properties; and

WHEREAS the VA intends to use the provisions of this Memorandum of Agreement (MOA) to address applicable requirements of Sections 110(b) and 111 of NHPA:

NOW, THEREFORE, the VA, SHPO, and Council agree that upon the VA's decision to proceed with the Undertaking, the VA shall ensure that the following stipulations are implemented in order to take into account the effects of the Project on historic properties, and that these stipulations shall govern the Project and all of its parts until this MOA expires or is terminated.

STIPULATIONS

The VA shall ensure that the following stipulations are implemented:

(1). DOCUMENTATION OF STRUCTURES PROPOSED FOR DEMOLITION.

The VA shall ensure that each of the nineteen (19) structures proposed for demolition as part of the Undertaking shall be documented in accordance with the State Historic Preservation Officer's guidelines for the minimum level of documentation. This documentation shall consist of a completed "Historic Preservation Resources Identification Form" and at least two photographs printed from 35mm negatives for each of the nineteen properties. The VA will ensure that the documentation meets guidelines and standards outlined in the "Architectural/Historic Resource Survey: A Field Guide" (Oklahoma Historical Society 1992). The VA will ensure that this task is completed within two years from the date of execution of this MOA.

(2). NATIONAL REGISTER OF HISTORIC PLACES REGISTRATION FORM.

The VA will ensure that appropriate historic research is conducted in order to document the Lincoln Terrace East historic district and its contributing properties, in accordance with guidelines and procedures outlined in 36 CFR Part 60. An associated National Register registration form will be compiled by qualified personnel as specified in the Secretary of the Interior's Personnel Qualifications, 36 CFR Part 61, specifically a qualified historic architect, historian, or architectural historian. The registration form will be compiled according to the guidelines and standards outlined in the "Oklahoma National Register Nomination and Request for Determination of Eligibility Manual" (Oklahoma Historical Society 1992). The VA shall produce the required photographic documentation, maps, and other materials as appropriate in accordance with the SHPO manual. Two (2) copies of the nomination form and two sets of photographic prints and maps are required.

During the documentation process, the VA will conduct interim coordination with the SHPO by providing draft sections of the registration form for review. This coordination shall occur at the following times in the documentation process: (1) prior to beginning fieldwork, (2) during and after documentation of the 19 structures to be demolished, and (3) approximately mid-way through documentation of all other structures in the historic district. Upon completion of a draft of the National Register nomination, the SHPO shall have thirty (30) days to review and comment. The final version of the nomination and all supplemental material shall be submitted to the SHPO within 120 days of the VA's receipt of the SHPO's comments on the draft nomination.

(3). **MARKETING PLAN.** The VA will consult with the SHPO in the preparation of a marketing plan for the 19 residential properties (see attached property list) located on the city block bounded by NE 15th Street on the South, NE 16th Street on the North, N. McMechan Street on the West, and N. Kelly Street on the East. SHPO shall review the marketing plan and will have 15 days to comment. Disputes between the VA and SHPO over the marketing plan shall be subject to the appropriate dispute resolution stipulation in this agreement. The plan shall include the following elements and shall be implemented after it has been reviewed by the SHPO.

(a) An information package about each of the properties, including but not limited to photographs of the property, a location map, any condition assessment reports developed by the VA in conjunction with the acquisition of the property, information on the property's cost, and information on Federal and any other local or state tax benefits that may be available for rehabilitation of the structure, and

(b) An advertising plan and schedule, and

(c) A schedule for receiving and reviewing offers.

(4). **DISCOVERIES.** The VA shall notify the SHPO as soon as practicable if it appears that this undertaking will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The VA will stop construction in the vicinity of the discovery and will take all reasonable measures to avoid or minimize harm to the property until the VA concludes consultation with the SHPO. If the newly discovered property has not previously been included in or been determined eligible for the National Register, the VA may assume that the property is eligible for purposes of this Agreement. The VA will consult with the SHPO and any appropriate Indian tribes to develop actions that will take the effects of the undertaking into account. The VA will notify the SHPO and any consulting Indian tribes of any time constraints, and the VA, SHPO, and any consulting Indian tribes will mutually agree upon timeframes for the consultation. The VA will provide the SHPO and any consulting Indian tribes with written recommendations reflecting the consultation. If the SHPO or any consulting Indian tribe does not object to the VA's recommendations within the agreed upon timeframe, the VA will modify the Scope of Work as necessary to implement the actions.

(5). **CURATION.** The VA will ensure that all records resulting from historic research, including the National Register nomination packet itself, and all associated documents including correspondence, background, and associated Project records, are processed according to modern archival standards, duplicated on acid-free paper, and curated at the SHPO. The VA will ensure that all materials and records that may result from data recovery at archaeological sites associated with the Project are curated at an appropriate repository in accordance with 36 CFR Part 79.

(6). **VISUAL IMPACTS.** The VA will landscape the Project in consultation with the SHPO, as identified in the aforementioned Environmental Assessment document, according to guidelines and standards agreed upon by both parties to mitigate adverse visual impacts. The SHPO will review landscaping plans and specifications during (a) preliminary design, and (b) completion of 80-90% design. For preliminary design plans and specifications, SHPO shall have 30 days in which to provide comments to the VA. For completion of 80-90% design plans and specifications, SHPO shall have 15 days in which to provide comments to the VA. Disputes between the VA and SHPO over landscape design shall be subject to the appropriate dispute resolution stipulation in this agreement.

(7). **PUBLIC ACCESS TO RECORDS.** The VA will ensure that records associated with the Project are made available for public inspection upon request, that potentially interested members of the public are made aware of their availability, and that interested members of the public are invited to provide comments to the VA.

(8). **MEETINGS.** At the request of any party to this agreement, the VA shall ensure that a meeting or meetings are held to facilitate review and comment, to resolve questions, or to resolve adverse comments. Based on this review, the signatories to this agreement shall determine whether this agreement shall continue in force, be amended, or be terminated.

(9). **DISPUTE RESOLUTION.**

(A.) Should the SHPO or Council object to the manner in which the terms of this Agreement are implemented, the VA will consult further with the objecting party to resolve the objection. If VA determines that such objection cannot be resolved, VA will forward all documentation relevant to the dispute to the Council including VA's proposed response to the objection. Within 30 calendar days after receipt of all pertinent documentation, the Council will either:

(i.) Advise VA that it concurs in VA's proposed response, whereupon VA will respond to the objection accordingly, or

(ii.) Provide VA with recommendations, which VA will take into account in reaching a final decision regarding the dispute, or

(iii.) Notify VA that it will comment pursuant to 36 CFR 800.7(c), and proceed to comment on the subject in dispute. Any Council comment provided in response to such a request will be taken into account by VA in accordance with 36 CFR 800.7(c)(4) with reference only to the subject of the dispute, and VA's responsibility to carry out all actions under this Agreement that are not the subject of the dispute will remain unchanged.

(B) Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute, and the responsibility of VA to carry out all actions under this Agreement that are not the subject of the dispute will remain

unchanged. VA may implement that portion of any Undertaking covered by this Agreement that is subject to dispute under this Stipulation after complying with 36 CFR 800.7(c)(4).

(C) If the Council fails to provide recommendations or to comment within the specified time period, VA may implement that portion of the Undertaking subject to dispute under this Stipulation in accordance with the documentation submitted to the Council for review.

(D) At any time during the implementation of the measures stipulated in this Agreement, should an objection to any measure or its manner of implementation be raised by a member of the public, VA shall take the objection into account and consult as needed with the objecting party, the SHPO, or the Council to address the objection.

(10). **DURATION.** This Agreement 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, VA may consult with the other signatories to reconsider the terms of the Agreement and amend in accordance with the appropriate Stipulation in this Agreement.

(11). **AMENDMENTS AND NONCOMPLIANCE.** If any signatory to the MOA determines that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to the Agreement pursuant to 36 CFR 800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the final date that a copy is signed by all of the original signatories. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the Agreement in accordance with the appropriate Stipulation in this Agreement.

(12). **TERMINATION.** If the MOA is not amended following the consultation set out in the appropriate Stipulation, the Agreement may be terminated by any signatory. Within 30 days following termination, the VA shall notify the signatories if it will initiate consultation to execute the MOA with the signatories under 36 CFR 800.6(c)(1) or request the comments of the Council under 36 CFR 800.7(a) and proceed accordingly.

Execution of this MOA by the VA, SHPO, and Council, and implementation of its terms, is evidence that the VA has afforded the Council an opportunity to comment on the Project and its effects on historic properties, and that the VA has taken into account the effects of the Project on historic properties.

**SOUTHWESTERN REGION, DISTRICT 19 OF THE DEPARTMENT
OF VETERANS AFFAIRS, VETERANS HEALTH
ADMINISTRATION**

By: *Steven J. Gentling* Date: *7/5/02*
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OKLAHOMA STATE HISTORIC PRESERVATION OFFICE

By: *Bob Saultman* Date: *7-29-02*
{Signature Block}

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: *John W. Fowler* Date: *8/30/02*
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ATTACHMENT

VETERANS ADMINISTRATION PARKING LOT EXPANSION PROJECT – LIST OF ADDRESSES OF AFFECTED PROPERTIES

<u>ADDRESS</u>	<u>TRACT</u>
900 & 900 1/2 NE 16th Street Lot 11, Block 6, West 62 feet	119
904 & 906 NE 16th Street Lot 11, Block 6	118
908 & 910 1/2 NE 16th Street Lot 10, Block 6	117
912 & 914 NE 16th Street Lot 9, Block 6	116
916 & 918 NE 16th Street Lot 8, Block 6	115
920 & 922 NE 16th Street Lot 7, Block 6	112
924 & 926 NE 16th Street Lot 6, Block 6	"
928 & 930 NE 16th Street Lot 5, Block 6	"
932 & 934 NE 16th Street Lot 4, Block 6	"
936 & 938 NE 16th Street Lot 3, Block 6	"
940 & 942 NE 16th Street Lot 2, Block 6	111
NE 15th Street Vacant Lot Lot 16, Block 6	130

**VETERANS ADMINISTRATION PARKING LOT EXPANSION
PROJECT – LIST OF ADDRESSES OF AFFECTED PROPERTIES
(CONTINUED)**

<u>ADDRESS</u>	<u>TRACT</u>
NE 15th Street Vacant Lot Lot 15, Block 6	123
NE 15th Street Vacant Lot Lot 20, Block 6	128
901 & 903 NE 15th Street Lot 12, Block 6 West 67.5 feet	120
905 & 907 NE 15th Street Lot 12, Block 6 East 67.5 feet	120
909 NE 15th Street Lot 13, Block 6	121
915 NE 15th Street Lot 14, Block 6	122
925 & 927 NE 15th Street Lot 17, Block 6	124
929 NE 15th Street Lot 18, Block 6	126
933 NE 15th Street Lot 19, Block 6	127
941 & 943 NE 15th Street Lot 21, Block 6	129

**SOUTHWESTERN REGION, DISTRICT 19 OF THE DEPARTMENT
OF VETERANS AFFAIRS, VETERANS HEALTH
ADMINISTRATION**

By: *Steve J. Bentley* Date: 7/5/02
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OKLAHOMA STATE HISTORIC PRESERVATION OFFICE

By: *Bob Blackburn* Date: 7-29-02
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ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: *Alan M. Fowler* Date: 8/30/02
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