

**MEMORANDUM OF AGREEMENT
BETWEEN
DEPARTMENT OF THE ARMY, U.S. ARMY FIRES CENTER OF
EXCELLENCE AND FORT SILL, OKLAHOMA
AND THE
OKLAHOMA STATE HISTORIC PRESERVATION OFFICER**

REGARDING THE DEMOLITION OF BUILDING 1015

WHEREAS, the Department of the Army, U.S. Army Fires Center of Excellence and Fort Sill, Oklahoma (hereinafter “Department of the Army” or “Fort Sill”) proposes an undertaking to demolish Building 1015, known as the War Department Theater, located at 1015 Shade Road, southeast of the intersection of Fort Sill Boulevard and Upton Streets, a property eligible for the National Register of Historic Places as determined by consensus between Fort Sill and the State Historic Preservation Office on August 12, 1993; and

WHEREAS, Fort Sill has established the undertaking’s area of potential effects as defined at 36 CFR Part 800.16(d), to be Building 1015 itself, together with the streetscapes on Daly, Shade, Fort Sill Boulevard, Upton, Randolph, Bateman and Heatherington Loop, and the buildings facing Building 1015 along Heatherington Loop, Upton, Bateman, Randolph and Shade, and the proposed New Post Historic District and Field Artillery Family Quarters Historic District; and

WHEREAS, Fort Sill has determined that the undertaking will have an adverse effect on Building 1015 and possibly on undiscovered subsurface archeological resources; and

WHEREAS, since the discontinuance of the use of the Building 1015 as a theater in August 1986, Fort Sill has repeatedly attempted to find alternative or adaptive uses for the building, by both on-post military organizations and off-post organizations, without success; and

WHEREAS, after inviting the Advisory Council on Historic Preservation (ACHP) to participate in consultations but being informed on July 30, 2008 by the ACHP of its declination to participate in consultations, Fort Sill has consulted with the SHPO in accordance with Section 106 of the National Historic Preservation Act, 16 U.S.C. § 470f, and its implementing regulations [36 CFR Part 800.6(b)(1)(i)] to resolve adverse effects of the undertaking on historic properties; and

WHEREAS, Fort Sill has provided the public an opportunity to comment on this undertaking through the publication of a legal notice in The Lawton Constitution, a newspaper of general circulation in Comanche County, Oklahoma and throughout southwest Oklahoma. This publication announced the availability of the proposed MOA

at the Lawton Public Library, Lawton, Oklahoma for public review and comment from August 7, 2008 to September 6, 2008 of which no comments were received; and

NOW, THEREFORE, Fort Sill and the SHPO agree that the undertaking shall be implemented with the following stipulations and agreements in order to take into account the effects of the undertaking on historic properties; and that these stipulations and agreements shall govern the undertaking and all of its parts.

Stipulations and Agreements:

- 1) As a result of consultation with the SHPO, Fort Sill will provide the SHPO with HABS Level II Documentation pursuant to Section 110(b) of the National Historic Preservation Act. Demolition of the building shall not commence until the SHPO reviews and accepts the documentation produced.
- 2) Fort Sill agrees to preserve and maintain as historic property Building 5037, the Army Aviation Balloon Hangar. To achieve such preservation, Fort Sill shall:
 - a. Prior to start of demolition of Building 1015, Fort Sill will transfer administrative control of Building 5037 to the Fort Sill Museum, 428th Field Artillery Brigade (ATSF-BH), with the transfer duly recorded on Fort Sill's Master Plan and the installation's Real Property Records maintained by DPW; and
 - b. Maintain Building 5037 in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties (36 CFR 68); and
 - c. Not consider Building 5037 as a candidate for future demolition
- 3) Fort Sill agrees to prepare a National Register of Historic Places nomination package for Building 5037. The nomination package will meet the SHPO's requirements as specified in the "Oklahoma National Register Nomination and Request for Determination of Eligibility Manual" and a complete copy of the package, including registration form in hard copy and on disk, a set of appropriately labeled black-and-white photographs, an appropriately labeled cd with the photographic images in TIFF file and an appropriately labeled USGS map, will be provided to the SHPO.
- 4) After Stipulations #1 and #2 of this MOA have been satisfied, Fort Sill will proceed to demolish Building 1015 in accordance with demolition plans prepared by Fort Sill's Directorate of Public Works (DPW). Fort Sill agrees to preserve and re-use Building 1015's historic ceramic roof tiles. To achieve preservation and re-use, Fort Sill shall:
 - a. Remove with minimal damage and store said tiles in a secure location; and

- b. Use these tiles as necessary when repairing similar historic roof features post-wide.

Fort Sill shall include the expected normal costs of carrying out the terms of this agreement in its projected budget and shall request sufficient and Congressional authorizations and appropriations to meet the conditions of this agreement. Should Congress not appropriate amounts sufficient to cover such costs, Fort Sill shall contact the SHPO and initiate an amendment to this MOA, as provided for below. No provision of this MOA shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341.

Dispute Resolution:

- 5) Should any party to this Memorandum of Agreement (MOA) object within thirty (30) days to any action taken pursuant to this MOA, said party shall contact Fort Sill in writing to Cultural Resources Manager, DPW-Environmental Quality Division, 5503 NW Currie Road, Fort Sill, OK 73503-9051. Fort Sill shall consult with the objecting party to resolve the objection. If Fort Sill determines that the objection cannot be resolved, Fort Sill shall forward all documentation to the ACHP. Within thirty (30) days after receipt of all pertinent documentation, the ACHP will either:
 - a. Provide Fort Sill with a recommendation, which Fort Sill will take into account in reaching a final decision regarding the dispute; or
 - b. Notify Fort Sill that it will comment pursuant to 36 CFR 800.6(a)(1)(iii), and proceed to comment. Any ACHP comment provided in response to a request will be taken into account by Fort Sill in accordance with 36 CFR 800.6(b)(2) with reference only to the subject dispute. Fort Sill's responsibility to carry out all actions under this MOA that are not subject of the dispute will remain unchanged.

Amendments to the MOA:

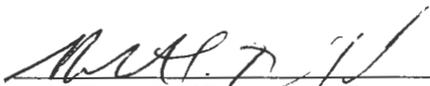
- 6) If Fort Sill or the SHPO determines that the terms of this MOA cannot be met or that an amendment or addendum is necessary, that party shall immediately request that the other party consider an amendment or addendum to the MOA. Such amendment or addendum shall be executed in the same manner as the original MOA pursuant to 36 CFR 800.

Duration and Termination:

- 7) The undertaking to demolish Building 1015 shall be commenced within one (1) year from the date of the final execution of this MOA. If either the SHPO or Fort Sill determines that the terms of this MOA cannot be or are not being carried out,

the parties hereto shall consult to seek an amendment of the MOA. If the MOA is not amended, the provisions of 36 CFR 800.6(c)(8) regarding termination shall apply.

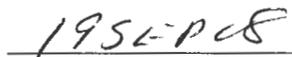
Execution of this Memorandum of Agreement and implementation of its terms, evidence that the Department of the Army, Fort Sill, Oklahoma has met the requirements of Section 106 regarding the proposed work on Building 1015, Fort Sill, Oklahoma, and its effects on historic properties pursuant to 36 CFR 800.6(b)(1)(iv), that Fort Sill has afforded the ACHP an opportunity to comment on the project, and that the Department of the Army, Fort Sill, Oklahoma, has taken into account the effects of this undertaking on historic properties.



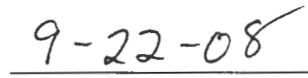
ROBERT S. BRIDGFORD
Colonel, U.S. Army
Garrison Commander



DR. BOB BLACKBURN
Oklahoma State Historic
Preservation Officer



(Date)



(Date)