

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF TULSA
AND THE
OKLAHOMA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE PROPOSED DEMOLITION
OF 2401 NORTH MAIN STREET,
TULSA, OKLAHOMA

WHEREAS the City of Tulsa, Oklahoma (“the City”) plans to fund the demolition of the residence located at 2401 North Main Street in Tulsa, Oklahoma (undertaking), pursuant to the U.S. Department of Housing and Urban Development Community Development Block Grant through the City of Tulsa Working in Neighborhoods Department; and

WHEREAS the undertaking consists of the demolition of the residence located at 2401 North Main Street in Tulsa, Oklahoma; and

WHEREAS the City has defined the undertaking's area of potential effect (APE) as the property at 2401 North Main Street in its entirety; and

WHEREAS the City has determined that the undertaking may have an adverse effect on 2401 North Main Street, 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 (54 U.S.C. § 306108); and

WHEREAS, in accordance with 36 CFR 800.2(c)(2), the City has invited the Cherokee Nation to participate in the process of review of the proposed project and the Tribe has not responded; and

WHEREAS the City has consulted with the public regarding the effects of the undertaking on the historic property with a presentation on Section 106 and the proposed demolition of this property in a Public Information Session at the Regular Meeting of the Tulsa Preservation Commission on August 25, 2015, and no response has been received; 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. DOCUMENTATION

In consultation with the SHPO, the City shall reevaluate the eligibility of the Reservoir Hill Historic District for the National Register of Historic Places. Within sixty (60) days of the execution of this Memorandum of Agreement, the City shall arrange a mutually convenient schedule for the SHPO to participate in a survey of the Reservoir Hill Historic District to assess the loss of Contributing Resources and other changes which have diminished the integrity of the district. The City shall provide a summary of this reevaluation in a written report, including a revised determination of eligibility, which will be submitted to the SHPO within ninety (90) days of the completion of the survey by City and SHPO staff. The SHPO shall have thirty (30) days to review the draft report and provide written comments to the City. Following any need for further consultation, the City shall finalize the report, which shall contain the determination of the district's eligibility for the National Register of Historic Places, and provide a final copy to the SHPO within thirty (30) days of conclusion of the consultation.

II. DURATION

This MOA will expire 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 signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VI below.

III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the City shall follow the Advisory Council on Historic Preservation's regulation 36 CFR 800.13(b) - Discoveries without prior planning, 21 O.S. 1168.4 - Duty to Report Discovered Remains – Penalty for Failure to Report – Persons to Notify, and 21 O.S. 1168.7 - Government Agencies' Discovery of Remains – Duties.

IV. MONITORING AND REPORTING

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

V. DISPUTE RESOLUTION

Should any 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, signatories and concurring parties, and provide them 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 signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

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

VI. AMENDMENTS

This MOA 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.

VII. TERMINATION

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

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 signatories 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 Tulsa

Cy Sil Date 11-4-15
Mayor **PRO-TEM**

Michelle Thiery Date NOV 04 2015
Deputy City Clerk
Attest:  City Clerk

Approved:

Stephanie Solberg Date 11/2/15
Asst. City Attorney

State Historic Preservation Officer

Bob L. Blackburn Date Nov 16, 2015
Bob L. Blackburn, Ph.D.

Notes:

* This document assumes that the term "signatory" has been defined in the agreement to include both signatories and invited signatories.

** Remember that the agency must submit a copy of the executed MOA, along with the documentation specified in Sec. 800.11(f), to the ACHP prior to approving the undertaking in order to meet the requirements of section 106. 36 CFR § 800.6(b)(1)(iv).