

**Memorandum of Agreement:
Concerning the Central Baptist Church of
Muskogee, Oklahoma***

WHEREAS, the Muskogee Urban Renewal Authority has determined that the Central Business District Revitalization Project will have an adverse effect upon the Central Baptist Church of Muskogee, Oklahoma — a property included in the National Register of Historic Places — and has requested the comments of the Advisory Council on Historic Preservation pursuant to Section 106 (and Section 110f) of the National Historic Preservation Act (16 U.S.C. 470) and its implementing regulations, "Protection of Historic and Cultural Properties (36 CFR Part 800)."

NOW, THEREFORE, the Muskogee Urban Renewal Authority, the Oklahoma Historic Preservation Officer, and the Advisory Council on Historic Preservation agree that the undertaking shall be implemented in accordance with the following stipulations in order to mitigate the adverse effect of the undertaking on historic properties.

1. The Muskogee Urban Renewal Authority shall request the National Park Service (Historic American Buildings Survey (HABS) or the Historic American Engineering Record (HAER), as appropriate) to determine what documentation shall be required for the demolition of the Central Baptist Church of Muskogee, Oklahoma. The Muskogee Urban Renewal Authority shall ensure that, unless otherwise agreed to by the National Park Service, all documentation is completed and accepted by HABS or HAER prior to the demolition, and that copies of this documentation are made available to the SHPO and appropriate local archives designated by the SHPO.
2. The Muskogee Urban Renewal Authority shall ensure that, after the Central Baptist Church of Muskogee, Oklahoma has been recorded in accordance with this Memorandum, the Church's Board of Deacons will be allowed to remove architectural elements agreed to by the Authority, including the cornerstone, steeple bell, and pews.
3. The Muskogee Urban Renewal Authority shall ensure that all final reports of activities carried out pursuant to this Memorandum of Agreement are provided to the SHPO and, upon request, to other interested parties.
4. The Muskogee Urban Renewal Authority shall ensure that all work pursuant to this Memorandum of Agreement is carried out by or under the direct supervision of a person or persons meeting, at a minimum, the appropriate qualifications set forth in the Department of Interior's "Professional Qualifications."

*NPS Form 10-900 National Register of Historic Places, Inventory Nomination Form for Black Protestant Churches of Muskogee, dated February, 1984

5. The Muskogee Urban Renewal Authority shall — for the purpose of addressing direct and indirect impacts likely to occur on any historic properties within the Project Area's boundaries — adhere to procedures agreed to by the SHPO and the City of Muskogee on December 16, 1983.

These agreed to procedures are as follows: Any proposed development (new construction or rehabilitation) within the Downtown Revitalization Project boundaries are subject to more stringent codes than would otherwise be required in obtaining a building permit. (See attached Development Policy/Muskogee Urban Renewal Authority/adopted 12-13-83.) Additionally, as was agreed to in the aforementioned meeting, any proposed development possibly having an effect on a structure of local, state or federal historical significance within the Urban Renewal Authority boundaries, will trigger a review of the building and site plans by the State Historic Preservation Office, and a subsequent sign-off letter, prior to the City of Muskogee issuing a building permit. It is the understanding of the City of Muskogee that the purpose of this site and building plan review by SHPO is to determine the type of compliance necessary, if any, with the Secretary of Interior's Standards for Historic Preservation Projects.**

6. Should the SHPO or Council object within 30 days to any plans or specifications provided pursuant to this Memorandum of Agreement, the Muskogee Urban Renewal Authority shall consult with the objecting party to resolve the objection. If the Authority determines that the objection cannot be resolved, the Authority shall forward all documentation relevant to the dispute to the Council. Within 15 days the Council's Executive Director will either:
 - a. provide the Authority with recommendations, which the Authority shall take into account in reaching a final decision; or
 - b. refer the matter to the Chairman of the Council and recommend whether or not the matter should be scheduled for consideration at a Council meeting. The Authority and the SHPO shall be notified in writing of the Executive Director's recommendation.
7. At any time during implementation of the measures stipulated in the Memorandum of Agreement, should an objection to any such measure be raised by a local government or a member of the public, the Muskogee Urban Renewal Authority shall take the objection into account and consult as needed with the objecting party, the SHPO, or the Council to resolve the objection.

**From a letter dated December 27, 1983 from Mike Malloy, Director, Muskogee Metro-Planning and Development, to C. E. Metcalf, State Historic Preservation Officer; Oklahoma Historical Society

Execution of this Memorandum of Agreement evidences that the Muskogee Urban Renewal Authority has afforded the Council a reasonable opportunity to comment on the Central Business District Revitalization Project and the effects of its undertaking on the Central Baptist Church of Muskogee, Oklahoma.

J. Crowl 4/30/85
Executive Director, Muskogee Urban Renewal Authority Date

C. Eupetree 5-1-85
State Historic Preservation Officer Date

Robert Darnay May 30, 1985
Executive Director, ACHP Date

Alexander Adair 5/30/85
Chairman, ACHP Date