

MEMORANDUM OF AGREEMENT

WHEREAS, the City of Oklahoma City, Oklahoma (City), has determined that its Harrison-Walnut Neighborhood Strategy Area Redevelopment Program (Program), which is assisted by U.S. Department of Housing and Urban Development Community Development Block Grant (CDBG) funds, will have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places (National Register), and has requested the comments of the Advisory Council on Historic Preservation (Council) pursuant to Section 106 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 City, the Oklahoma State Historic Preservation Officer (SHPO), and the Council 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

It is understood that this Memorandum of Agreement pertains only to CDBG Program activities affecting the Maywood Presbyterian Church and two residential properties located at 14 Stiles Place and 15 Stiles Place, all of which are considered to be eligible for inclusion in the National Register. It is further understood that the City shall request the comments of the Council on other aspects of its CDBG Program subsequently and separately to the Memorandum of Agreement.

The City shall ensure that the following measures are carried out:

1. The City shall request the National Park Service, Historic American Building Survey (HABS) or the Historic American Engineering Record (HAER), as appropriate, to determine what documentation shall be required for each property specified in this Agreement for alteration or demolition. The City 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 alteration or demolition, and that copies of this documentation are made available to the SHPO and to appropriate local archives designated by the SHPO.
2. The City shall ensure that, after the historic properties specified for demolition (14 Stiles Place and 15 Stiles Place) have been recorded in accordance with Stipulation I above, the SHPO or the SHPO's designee is allowed 30 days prior to demolition of the properties to select structural

and architectural elements for curation or for use in this or in other CDBG Program activities. The City shall ensure that the items selected are removed in a manner that minimizes damage and are delivered to the SHPO or the SHPO's designee.

3. The City shall ensure that rehabilitation of the Maywood Presbyterian Church is carried out in accordance with The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and that designs and specifications for all rehabilitation work are developed in consultation with the SHPO and are submitted to the SHPO for approval.

4. The City shall ensure that designs and specifications for new construction and for remodelling and renovation of non-historic properties are compatible with nearby historic properties and historic districts in terms of scale, massing, color, materials and responsive to the recommended approaches to new construction set forth in The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings, and that designs and specifications for new construction and for remodelling and renovation are developed in consultation with the SHPO and submitted to the SHPO for approval.


5. Where investment tax credits are to be sought pursuant to Section 212 of the Economic Recovery Tax Act of 1981, in addition to other assistance under the City's CDBG Program, the City shall ensure that the SHPO is notified as soon as possible in order to facilitate coordination of review under both assistance programs. The City shall also ensure that documentation, as prescribed in this Agreement, is provided to the SHPO in order to initiate review and approval procedures for investment tax credit requests, and that all other materials necessary for processing investment tax credit requests are provided, as well.

6. The City shall ensure that where there is potential for discovery of archeological deposits in areas where ground disturbing activities are to occur an archeological survey is conducted before those activities are initiated, taking into account the professional standards identified in the Council's current Manual of Mitigation Measures and in consultation with the SHPO. If the survey results in the discovery of sites or features that in the opinion of the SHPO may be eligible for inclusion in the National Register because they potentially could produce information important to the study of history or prehistory, the City shall ensure that such sites and features are treated in accordance with Stipulation VII of this Agreement. If the survey results in the discovery of sites or features that the SHPO believes may be eligible for inclusion in the National Register for other reasons, the City shall request the comments of the Council pursuant to 36 CFR Part 800.6(b).


7. Where archeological sites or features are discovered, the City shall ensure that, based on the principles in Part I of the Council's handbook Treatment of Archeological Properties, a plan is developed in consultation with the SHPO specifying: a) which sites and features or portions thereof shall be subjected to data recovery; b) which may be destroyed without such attention; and c) what research questions shall be addressed by the data recovery effort and in what manner. The City shall ensure that the plan is responsive to the guidelines in Part II of the handbook. The City shall submit the plan to the SHPO for 15-day review. Unless the SHPO objects within 15 days after receipt of the plan, the City shall ensure that the plan is implemented.
8. The City shall ensure that all final archeological reports resulting from actions pursuant to this Memorandum of Agreement are provided to all signatories and to the National Park Service for possible submission to the National Technical Information Service (NTIS). The City shall ensure that all such reports are responsive to the contemporary professional standards identified in the Council's current Manual of Mitigation Measures and the Department of the Interior's "Format Standards for Final Reports of Data Recovery Programs." Precise locational data may be provided only in a separate appendix if it appears that their release could jeopardize archeological sites.
9. The City shall ensure that an expanded written narrative is prepared, placing the properties specified in this Agreement in historical and architectural perspective within the community. The narrative shall include, but is not limited to, a description of the significant architectural features of each property, their original occupants, the development of the neighborhood in which they were built, and their context within the community and Oklahoma City. The City shall ensure that all final reports of activities carried out pursuant to this Agreement are provided to the SHPO and, upon request, to other interested parties.
10. The City shall ensure that all work undertaken pursuant to this 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 the Interior's "Professional Qualifications Standards" (36 CFR Part 61).
11. At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure be raised by a local government, by any signatory, or by a member of the public, the City shall take the objections into account and consult as needed with the objecting party, the SHPO, or the Council to resolve the objection.

12. If any signatory to this Agreement determines that the terms of the Agreement cannot be met or believes that a change is necessary, that signatory shall immediately request all consulting parties to consider an amendment or addendum to the Agreement. Such an amendment or addendum shall be executed in the same manner as the original Agreement.

Execution of this Memorandum of Agreement evidences that the City of Oklahoma City, Oklahoma, has afforded the Council a reasonable opportunity to comment on the City's CDBG Program and its effects on historic properties and that the City has taken into account the effects of its undertaking on historic properties.




The City of Oklahoma City (date) 12/18/85



Oklahoma State Historic Preservation Officer (date) 12/18/85



Executive Director, (date) Jan 29, 1986
Advisory Council on Historic Preservation



Chairman (date) 5 Feb. '86
Advisory Council on Historic Preservation