

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL COMMUNICATIONS COMMISSION,
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICER,
THE CITY OF TULSA,
AND OKLAHOMA COMMUNITY TELEVISION, LLC
REGARDING THE CONSTRUCTION OF A PROPOSED CELLULAR
TELECOMMUNICATIONS TOWER
IN TULSA, TULSA COUNTY, OKLAHOMA**

WHEREAS, Oklahoma Community Television, LLC (“Oklahoma Community Television”) proposes to construct a 304.5-foot self support cellular communications tower at 407 North Cincinnati Avenue in Tulsa, Tulsa County, Oklahoma (with coordinates of Latitude: N36° 09’ 40.3”, Longitude: W95° 59’ 30.6”), for use by multiple licensees of the Federal Communications Commission (“FCC”); and

WHEREAS, the proposed tower is subject to registration and marking and lighting requirements pursuant to Part 17 of the Commission’s rules, 47 C.F.R Part 17; and

WHEREAS, the FCC has determined the construction of the tower is a federal undertaking; and

WHEREAS, Oklahoma Community Television, pursuant to delegation from the FCC, initiated the National Historic Preservation Act (NHPA) Section 106 review for the site as required by the FCC rules, 47 C.F.R. 1.1307(a)(4); and

WHEREAS, Oklahoma Community Television has consulted with the Oklahoma State Historic Preservation Officer (“Oklahoma SHPO”) pursuant to 36 C.F.R. Part 800, regulations implementing Section 106 of the NHPA, and has been invited to participate in this Memorandum of Agreement; and

WHEREAS, the FCC and the Oklahoma SHPO have determined that the tower construction would have an adverse effect on twelve (12) National Register listed or eligible historic districts located within the ¾ mile radius Area of Potential Effects (APE) of the proposed tower. These districts include:

1. Blue Dome Historic District (nomination in process)
2. Brady Historic District (listed)
3. Brady Heights Historic District (listed)
4. Civic Center Historic District (nomination in process)
5. Greenwood Historic District (eligible)
6. Irving Historic District (eligible)
7. KATY Railroad Historic District (listed)
8. North Cheyenne Historic District (listed)
9. Oil Capital Historic District (listed)
10. Owen Park Historic District (listed)
11. South Kenosha Historic District (eligible)
12. South Lansing Historic District (eligible); and

WHEREAS, Oklahoma Community Television, consistent with the Commission’s requirements for environmental review, has considered and evaluated a number of alternative sites for locating the proposed tower and has concluded that all of the sites considered either are unavailable for

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Oklahoma Community Television's use, are unacceptable to the community, or are unsatisfactory from a technical radio frequency perspective for the coverage needs of the communications systems supported by the antennas to be located on the facility; and

WHEREAS, members of the general public and other interested parties were afforded an opportunity to participate in and comment on this proceeding pursuant to notice published in *The Tulsa World* on March 8, 2011; and

WHEREAS, local government officials of the City of Tulsa approve construction of the tower at the proposed location; and

WHEREAS, the FCC has consulted with the Oklahoma SHPO and other consulting parties to ensure that historic properties affected by the construction of the tower are taken into account; and

WHEREAS, Oklahoma Community Television, has made a reasonable and good faith effort to identify and contact Indian tribes that might attach religious and cultural significance to historic properties within the APE, including the Kiowa Indian Tribe of Oklahoma, Wichita and Affiliated Tribes, Cheyenne-Arapaho Tribes of Oklahoma, Apache Tribe of Oklahoma, Seminole Nation of Oklahoma, Cherokee Nation, Muscogee (Creek) Nation, Osage Nation, United Keetoowah Band of Cherokee Indians, Thlopthlocco Tribal Town, Shawnee Tribe, and Delaware Tribe of Indians of Oklahoma; and

WHEREAS, the Advisory Council on Historic Preservation (Advisory Council) has declined to participate in the negotiation of this Memorandum of Agreement; and

WHEREAS, in accordance with §800.6(b)(1)(iv), this Agreement will become final upon submitting a copy of the executed Agreement, along with the documentation specified in §800.11(f), to the Council prior to the beginning of construction pursuant to the Undertaking in order to meet the requirements of Section 106 and §800.6(b)(1);

NOW THEREFORE, the FCC, the Oklahoma SHPO, the City of Tulsa, and Oklahoma Community Television 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, and that these measures shall constitute full, complete and adequate mitigation measures under the NHPA and the implementing regulations of the Advisory Council and the FCC.

STIPULATIONS

The FCC, through coordination with Oklahoma Community Television will ensure that the following measures are carried out:

I. MONETARY DONATION

1. Oklahoma Community Television will donate \$7,500 to the City of Tulsa for use in providing appropriate signage for one or more of the listed or eligible for listing historic districts identified above. The City of Tulsa is solely responsible for subsequent decisions regarding the design and implementation of the signage. Oklahoma Community Television will make the \$7,500 donation

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to the City of Tulsa within thirty days from the date the FCC issues a Finding of No Significant Impact or otherwise authorizes construction of the tower.

II. REMOVAL

In the event that Oklahoma Community Television or its successor abandon the tower and associated facilities described herein, Oklahoma Community Television or its successor shall disassemble the tower and associated facilities and notify the Oklahoma SHPO.

III. DISPUTE RESOLUTION

Should the Oklahoma SHPO, City of Tulsa, and Oklahoma Community Television object within thirty days to the proposed monetary donation pursuant to this Memorandum of Agreement, the FCC shall consult with the Oklahoma SHPO, City of Tulsa, and Oklahoma Community Television to resolve the objection. If the FCC determines that the objection cannot be resolved, the FCC shall request further comments or recommendations of the Advisory Council concerning the dispute pursuant to 36 C.F.R. Part 800. Any Advisory Council comment provided in response to such a request will be taken into account by the FCC in accordance with 36 C.F.R. Part 800 with reference only to the subject of the dispute. The FCC's responsibility to carry out all actions under this Memorandum of Agreement that are not the subject of the dispute will remain unchanged.

IV. ENFORCEMENT

Failure to carry out the terms of this Memorandum of Agreement will require that the FCC again request the comments of the Advisory Council, in accordance with 36 C.F.R. Part 800. If the terms of this Memorandum of Agreement are not implemented, the FCC shall provide the Advisory Council with the opportunity to comment on the effects and mitigation alternatives.

V. OTHER REQUIREMENTS

Oklahoma Community Television will file with the FCC an application and environmental assessment within fifteen (15) days of the effective date of this Memorandum of Agreement. Oklahoma Community Television will not initiate construction of the tower until the FCC has approved the environmental assessment. Execution of this Memorandum of Agreement and implementation of its terms shall constitute evidence that the FCC has afforded the Advisory Council a reasonable opportunity to comment on the proposed Oklahoma Community Television antenna tower and that the FCC has taken into account the effects of this undertaking on historic properties. Stipulation I of this agreement shall be carried out within thirty days from the date the FCC issues a Finding of No Significant Impact or otherwise authorizes construction of the tower, unless the FCC, Oklahoma SHPO and Oklahoma Community Television agree in writing to an extension for carrying out its terms. This Memorandum of Agreement shall be effective upon notice from the FCC that all parties have agreed to and signed this Memorandum of Agreement.

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FEDERAL COMMUNICATIONS COMMISSION

By: _____ Date: _____

Mr. Jeffrey S. Steinberg
Deputy Chief, Commercial Wireless Division
Wireless Telecommunications Bureau

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CITY OF TULSA

By: *Terry Simonson* Date: 5.31.14
Hon. Dewey F. Bartlett, Jr. **TERRY SIMONSON**
Mayor, City of Tulsa **PRO-TEM**

ATTEST : *Anthony Mayes*
CITY CLERK **DEPUTY**

APPROVED: *Patrick Boudreau*
Assistant City Attorney



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THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

By: Bob Blackburn Date: June 6, 2011
Dr. Bob L. Blackburn
Executive Director
Oklahoma State Historic Preservation Office

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OKLAHOMA COMMUNITY TELEVISION, LLC

By: 

Date: June 6, 2011

Mr. Jack Mills

General Manager

Oklahoma Community Television, LLC

