

**MEMORANDUM OF AGREEMENT  
AMONG  
FEDERAL HIGHWAY ADMINISTRATION,  
OKLAHOMA DEPARTMENT OF TRANSPORTATION, AND  
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE  
REGARDING  
PROPOSED SH-59 WIDENING AND IMPROVEMENTS THROUGH  
WATTS, OKLAHOMA**

WHEREAS, the Federal Highway Administration (FHWA) and the Oklahoma Department of Transportation (ODOT) intend to alter the setting of the Howard Hotel, in Watts, Oklahoma through proposed additional right-of-way and closing of the 1st Street access to the Hotel from US-59.

WHEREAS, FHWA has determined that Federal-Aid Project SSP-101A(052)SS; State Job 16928(17) will have an adverse effect to the Howard Hotel, a property determined eligible for inclusion in the National Register of Historic Places, and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f) and

WHEREAS, the FHWA has consulted with the Caddo Nation, Cherokee Nation, Osage Nation, United Keetoowah Band of Cherokees, and Wichita and Affiliated Tribes in accordance with 36 CFR 800.2(c)(2), and determined that no properties of traditional religious cultural significance will be affected by the undertaking and

WHEREAS, in accordance with 36 CFR Part 800.6(a)(1), the FHWA 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 Part 800.6(a)(1)(iii) and

WHEREAS, in accordance with 36 CFR 800.6(b)(1)(iv), this Agreement will become final upon submitting a copy of the executed Agreement, along with the documentation specified in 36 CFR 800.11(f), to the ACHP prior to approving any undertaking in order to meet the requirements of Section 106 and 36 CFR 800.6(b)(1);

NOW, THEREFORE, FHWA, Oklahoma Department of Transportation, and the Oklahoma 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  
HOWARD HOTEL, WATTS, OKLAHOMA

I. Stipulations. FHWA will ensure that the following measures are carried out:

1. Prior to any construction of SH-59 through Watts, Oklahoma, ODOT will document the Howard Hotel in its current setting. Documentation will include the preparation of an updated Historic Preservation Resource Identification (HPRI) form and associated photographs of the Howard Hotel in its current setting. Photographic documentation will include streetscape photos illustrating the access on 1<sup>st</sup> Street from US-59. The photographs will be a minimum 4" x 6" and no larger than 8" x 10", and will be clearly labeled with the following information:

- a. Name of property;
- b. Location (county, city, state, and street address);
- c. Name of photographer;
- d. Date of photograph;
- e. Location of photographic negative;
- f. Indication of direction camera is pointing;
- g. Number of photograph in series.

Photographs and HPRI form are to be submitted and approved by SHPO as meeting the conditions outlined above before any work takes place that will affect the property.

All documentation will be edited, catalogued and packaged in a manner acceptable to the Oklahoma SHPO. The Oklahoma SHPO will be the repository for the documentation.

2. In order to minimize the adverse effect to the Howard Hotel, ODOT revised the construction plans on January 8, 2013 to avoid right-of-way acquisition of a small portion of the southeast corner of the parcel containing the Howard Hotel.

II. Dispute Resolution. Should any signatory party to this MOA object at any time to the actions proposed or the manner in which the terms of this MOA are implemented, FHWA shall consult with such party to resolve the objection. If FHWA determines that such objection cannot be resolved, FHWA will:

1. Forward all documentation relevant to the dispute, including FHWA's proposed resolution, to the ACHP. The ACHP shall provide FHWA 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, FHWA 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. FHWA will then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, FHWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, FHWA 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.

3. FHWA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.


- III. Amendment. This MOA may be amended when such amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all the signatories is filed with the ACHP.
- IV. Termination. If any signatory to this MOA determines that its terms will or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per stipulation IV, above. If within thirty (30) days 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, FHWA 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. FHWA shall notify the signatories as to the course of action it will pursue.
- V. Duration. This MOA shall be in effect for ten (10) years from the date of its execution. Within six (6) months of the expiration date, any signatory party may consult with other signatories to consider renewal of the MOA, or reconsider the terms of the MOA and amend it in accordance with Stipulation III above. No extension or amendments shall be effective unless all signatory parties to the MOA have agreed in writing.

Execution of this Memorandum of Agreement and implementation of its terms evidence that FHWA has afforded the Council an opportunity to comment on the proposed improvements to US-59 through Watts, Oklahoma and its effects on historic properties, and that FHWA has taken into account the effects of the undertaking on historic properties.

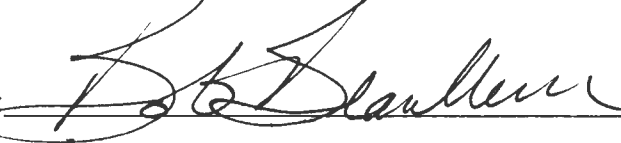
**MOA for SSP-101A(052)SS; State Job 16928(17) Improvements to US-59 through Watts,**

**Signatories**


Federal Highway Administration

BY:  DATE: 3-6-2013

Oklahoma State Historic Preservation Officer

BY:  DATE: 3-1-13

Oklahoma Department of Transportation

BY:  DATE: 2/27/2013

**MOA for SSP-101A(052)SS; State Job 16928(17) Improvements to US-59 through Watts,**

**Concurring Parties**

Phyllis Hagan, owner Howard Hotel

BY: Phyllis Hagan DATE: 4 March 2013

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ENVIRONMENTAL  
PROGRAMS DIV.