

**MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF OKLAHOMA CITY  
AND THE**

**OKLAHOMA STATE HISTORIC PRESERVATION OFFICER**

**Regarding**

**Demolition and new construction, 121 Northwest 24<sup>th</sup> Street, Oklahoma City**

**WHEREAS**, the City of Oklahoma City (City) plans to fund the demolition of the single family residence at 121 Northwest 24<sup>th</sup> Street, Oklahoma City and construct a new single family residence at this address (undertaking) pursuant to 24 CFR Part 92, the project is funded by the United States Department of Housing and Urban Development, Home Investment Partnership Act Program (HOME); and

**WHEREAS**, the City has defined the undertaking's area of potential effect (APE) as Block 008 Lot 021 in the Jefferson Park Historic District; and,

**WHEREAS**, the City has determined that the undertaking may have an adverse effect on 121 Northwest 24<sup>th</sup> Street, listed in the National Register of Historic Places as a contributing resource to the Jefferson Park Historic District, and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 CFR § part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

**WHEREAS**, in accordance with 36 CFR § 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**

Before any demolition work begins, the City shall submit to SHPO one (1) set of high quality digital photographs documenting the historic property. The demolition work shall not begin until the City receives written concurrence from SHPO that the photographs are acceptable.

The set of photographs, submitted to the SHPO on disk per policy cited below, must contain a sufficient number of images to clearly illustrate the historic property (minimum of two (2) exterior views). Photographs must meet the requirements set forth in the February 2010 Photograph Policy issued by the National Register available at <http://www.nps.gov/history/nr/publications/bulletins/photopolicy/> or can be obtained from SHPO. The Policy outlines the acceptable use of digital media in the National Register Program.

### **II. PLANS FOR NEW CONSTRUCTION**

In accordance with the instructions set forth in the SHPO's *Review and Compliance Manual*, the City shall submit documentation of the proposed new construction at 121 Northwest 24<sup>th</sup> Street for the SHPO review and comment. The documentation shall demonstrate that the new construction is consistent with the *Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Properties*, which include guidance for new construction on/within historic property such as the Jefferson Park Historic District. The SHPO shall have 30 days from receipt of adequate documentation to comment, and the new construction cannot begin until the City has received the SHPO's written comments. The City understands that the SHPO may require revisions to the documentation initially submitted for review.

### **III. DURATION**

This MOA will expire if its terms are not carried out within five 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.

### **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 and the ACHP if desired, 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 Objections cannot be resolved, 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 (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 and signatories, and provide them with a copy of the 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 final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City shall prepare a written response that take into account any timely comments regarding the dispute from the signatories to the MOA, and provide them and the ACHP with a copy of such written response.
- C. The City's responsibilities to carry out all other actions subject to the terms of the MOA that are not the subject of the dispute remain unchanged.

## **VI. AMENDMENTS**

This MOA may be amended when such when such amendment is agreed to in writing by all signatories. The amendment will be affective on the date a copy signed by all of the signatories is filed with ACHP.

## **VII. TERMINATION**

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately shall consult with the other parties to attempt to develop an amendment per stipulation VI, 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 continues 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 36CFR§ 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 the SHPO and implementation of its terms evidence that the City has taken into account the effects of this undertaking on historic properties and afford the ACHP an opportunity to comment.

**OKLAHOMA STATE HISTORIC PRESERVATION OFFICER**

**Bob L. Blackburn, State Historic Preservation Officer**



3-4-13  
date

**ADOPTED** by the Council and **SIGNED** by the Mayor of The City of Oklahoma City this 26th Day of February, 2013.

  
MAYOR

**ATTEST:**

  
CITY CLERK



**REVIEWED** for form and legality.

  
ASSISTANT MUNICIPAL COUNSELOR