

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF TULSA

AND THE

OKLAHOMA STATE HISTORIC PRESERVATION OFFICER

REGARDING THE PROPOSED RENOVATION

OF THE ALTAMONT APARTMENTS,

12 EAST TWELFTH STREET,

TULSA, OKLAHOMA

WHEREAS, the City of Tulsa, Oklahoma ("the City") plans to fund the renovation of the Altamont Apartments located at 12 East Twelfth Street in Tulsa, Oklahoma (the undertaking), pursuant to the U.S. Department of Housing and Urban Development's Home Investment Partnerships Program (HOME); and

WHEREAS, the undertaking consists of the renovation of the Altamont Apartments located at 12 East Twelfth Street in Tulsa, Oklahoma, and involves the installation of an elevator, the replacement of the windows, and the improvement of the mechanical system; and

WHEREAS, the City has defined the undertaking's area of potential effect (APE) as the property at 12 East Twelfth Street in its entirety; and

WHEREAS, the City has determined that the undertaking may have an adverse effect on the Altamont Apartments, which is eligible for listing in the National Register of Historic Places, and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800 of the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

WHEREAS, in accordance with 36 CFR Part 800.2(c)(2), the City has invited the Muscogee (Creek) Nation to participate in the review of the proposed project and the Tribe has responded that the proposed project will not adversely affect any known historic or cultural properties with significance for the Muscogee (Creek) Nation; and

WHEREAS, the City has consulted with the public regarding the effects of the undertaking on the historic property with a presentation on Section 106 and the proposed renovation of this property in a Public Information Session at the Regular Meeting of the Tulsa Preservation Commission on January 24, 2017, and no response has been received; and

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

NOW, THEREFORE, the City and 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 to mitigate the impact of the adverse effects:

##### I. DOCUMENTATION

In consultation with the SHPO, the City shall prepare documentation of the Altamont Apartments in accordance with the standards for Level II of the Historic American Buildings Survey (HABS). Within ninety (90) days of the execution of this Memorandum of Agreement, the City will submit the documentation to the SHPO for review. No construction work, including any demolition, will occur until the SHPO receives and accepts the required photographic documentation. The City shall consult the SHPO for guidance in producing the photographic documentation in the appropriate format (for this project, high quality digital images provided as both archival prints and on a gold CD).

The SHPO will have thirty (30) days from its receipt of the complete HABS documentation package for review and to provide written comments to the City. The City will consider the SHPO's comments and revise the documentation as appropriate. Following any further consultation with the SHPO, the City will finalize the documentation and provide the final copy to the SHPO within thirty (30) days of the conclusion of the consultation.

## II. DURATION

This Memorandum of Agreement (MOA) will expire if its terms are not carried out within three (3) years from the date of its execution. Prior to such time, the City may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation VI below.

## III. POST-REVIEW DISCOVERIES

If unanticipated effects on the historic property are found, the City shall follow the Advisory Council on Historic Preservation's regulation 36 CFR Part 800.13(b) - Discoveries Without Prior Planning, 21 O.S. 1168.4 - Duty to Report Discovered Remains - Penalty for Failure to Report - Persons to Notify, and 21 O.S. 1168.7 - Government Agencies' Discovery of Remains - Duties.

## 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 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 the SHPO 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 the SHPO to resolve the objection. If 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 thirty (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, SHPO, or concurring parties, and

provide them with a copy of this 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 a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City 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.
- C. The City's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remains unchanged.

#### VI. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by the SHPO. The amendment will be effective on the date a copy signed by both signatories is filed with the ACHP.

#### VII. TERMINATION

If either signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other party to attempt to develop an amendment per Stipulation VI above. If within thirty (30) days (or another time period agreed to by the signatories) an amendment cannot be reached, either signatory may terminate the MOA upon written notification to the other signatory.

Once the MOA is terminated and prior to work continuing on the undertaking, the City must either (a) execute an MOA pursuant to 36 CFR Part 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR Part 800.7. The City shall notify the SHPO as to the course of action it will pursue.

Execution of this MOA by the City and SHPO and implementation of its terms evidence that the City has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

The City of Tulsa



Date

MAR 22 2017

G. T. Bynum, Mayor

Attest:

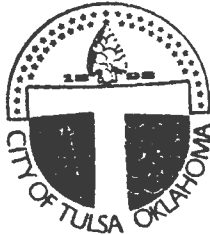


Date

MAR 22 2017

City Clerk

Approved:



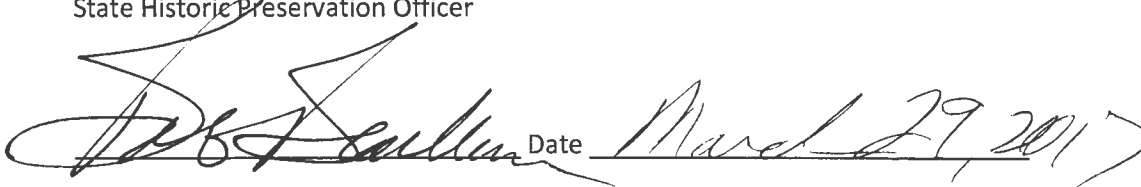
Raeen R. Edmiston

Date

March 21, 2017

Assistant  
City Attorney

State Historic Preservation Officer



Date

March 29, 2017

Bob L. Blackburn, Ph.D.