

MEMORANDUM OF AGREEMENT
BY AND AMONG THE CITY OF OKLAHOMA CITY,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION, AND
THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE RELOCATION AND REHABILITATION OF
HISTORIC HOUSES FROM THE BELLACASA TERRACE ADDITION

WHEREAS, the City of Oklahoma City (City) proposes to utilize HOME funds from the Department of Housing and Urban Development (HUD) to assist affordable housing organizations to move and rehabilitate several houses as part of the City's affordable housing program,

WHEREAS, the City has determined that administration of this program may have an effect on several houses located in the Bellacasa Terrace Addition and on other residential districts which are listed in or eligible for inclusion in the National Register of Historic Places and has consulted with the Oklahoma State Historic Preservation Office (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR Part 800.13 of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Sec.476), and

WHEREAS, the houses to be moved were acquired by the State of Oklahoma, must be removed from their original locations to allow for construction of the new State history center, and will be donated by the State of Oklahoma to four (4) affordable housing organizations which include Neighborhood Housing Services; Oklahoma City Northeast, Inc.; Northeast Homeownership Consortium; and Jefferson Park Neighbors Association and which the City of Oklahoma City will assist through its affordable housing program,

NOW, THEREFORE, the City, the SHPO, and the Council agree that the program shall be administered in accordance with the following stipulations to satisfy the City's Section 106 responsibilities for each individual undertaking of the program.

STIPULATIONS

A. PROJECT WORK

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

1. The houses which have been selected for relocation are listed by their addresses in the Bellacasa Addition and referenced to their proposed new locations Appendix "A" to this agreement. Additional houses may also be selected for this program, and the City shall consult with the SHPO to determine appropriate new locations for them. Appendix "A" to this agreement shall be amended to reflect the additional houses, and the City and the SHPO shall evidence their agreement to the amendment by initialing Appendix "A". The Council's acceptance of amendments to Appendix "A" is not required. These houses located in the Bellacasa Terrace Addition, a district which is eligible for listing in the National Register of Historic

Places and documented by the SHPO in an intensive level architectural/historic survey project detailed in Final Survey Report for the Architectural/Historic Intensive Level Survey of the Bellacasa Terrace Addition, Oklahoma City, Oklahoma (February 1999), will be moved to locations in various Oklahoma City neighborhoods, some of which are districts that are also eligible for listing in the National Register of Historic Places, and rehabilitated under the City's HOME program.

2. a. Houses moved to districts listed on or eligible for listing in the National Register of Historic Places:

The City shall ensure that every reasonable effort is made to move each house in a manner that protects its historic fabric and character-defining features and that each house is sited on its new location in a manner consistent with the design and character of the streetscape of the block to which it is moved. The City shall consult with the SHPO to ensure that the relocation effort is appropriate. The documentation on file with the SHPO cited in Section A.1. above shall constitute adequate recordation of the houses in their original settings.

- b. Houses to be moved to neighborhoods that are not eligible for listing in the National Register of Historic Places:

The City may elect to relocate houses from the Bellacasa Terrace Addition to neighborhoods that are not eligible for the National Register of Historic Places. In such cases, the City shall proceed with the relocation and rehabilitation work without further consultation with the SHPO or the Council or amendment of Appendix "A" to this agreement. Documentation of the houses on their original locations in the Bellacasa Terrace Addition on file with the SHPO shall constitute adequate documentation of the historic resources as cited in Section A.2.a. above.

3. For those houses moved to districts listed on or eligible for the National Register of Historic Places the City shall ensure that each house is rehabilitated in accordance with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. The City shall consult with the SHPO concerning the rehabilitation plan for each house and shall provide the SHPO with adequate documentation of the proposed work to allow the SHPO to understand and evaluate the work. The SHPO shall have fifteen (15) calendar days from the receipt of adequate documentation to comment on the effect of the project on historic properties.
4. The City shall notify the SHPO as soon as possible if it appears that an undertaking covered by this agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The SHPO may request that the City stop construction in the vicinity of the

discovery and the City will take all reasonable measures to avoid or minimize harm to the property until consultation with the SHPO is completed. If the newly discovered property has not previously been included in or determined eligible for the National Register, the City may assume that the property is eligible for the purposes of this agreement. The City will notify the SHPO at the earliest possible time and will consult to develop actions that will take the effects of the undertaking into account. The City will notify the SHPO of any time constraints, and the City and the SHPO will mutually agree upon time frames for this consultation. The City will provide the SHPO with written recommendations reflecting its consultation with the SHPO. If the SHPO does not object to the City's recommendations within the agreed upon time frame, the City will modify the scope of work as necessary to implement the recommendations.

B. DISPUTE RESOLUTION

Should the SHPO or the Council object in a timely manner to any plans provided for review of any actions proposed by the City pursuant to this Agreement, the City shall consult with the objecting party to resolve the objection. If the City determines that the objection cannot be resolved, the City shall forward all documentation relevant to the dispute to the Council. Within thirty (30) days after receipt of all pertinent documentation, the Council will either: 1) provide the City with recommendations, which the City will take into account in reaching a final decision regarding the dispute; or 2) notify the City that it will comment pursuant to 36 CFR part 800.6 (b) and proceed to comment. Any recommendation or comment provided by the Council will be understood to pertain only to the subject of the dispute; and the City's responsibility to carry out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

C. AMENDMENTS

Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR part 800.13 to consider such amendment.

D. TERMINATION

Any party to this Agreement may terminate it by providing thirty (30) days written notice to the other parties, provided that the parties will consult during the period prior to the termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the City will comply with 36 CFR part 800.4-800.6 with respect to individual undertakings covered by this Agreement.

EXECUTION OF THIS MEMORANDUM OF AGREEMENT and implementation of its terms evidences that the City has afforded the Council an opportunity to comment on the relocation and rehabilitation of the thirteen (13) houses cited in Stipulation #1 above and the effects of these projects on historic properties, and that the City has taken into account the effects of these undertakings on historic properties.

ADVISORY COUNCIL ON HISTORIC PRESERVATION

BY: [Signature]
(for) Executive Director

6/23/99
(Date)

CITY OF OKLAHOMA CITY

BY: [Signature]
TITLE: PLANNING DIRECTOR

6/4/99
(Date)

OKLAHOMA HISTORICAL SOCIETY/OKLAHOMA STATE HISTORIC
PRESERVATION OFFICER

BY: [Signature]
Executive Director/SHPO

6/8/99
(Date)

CONCUR:

NEIGHBORHOOD HOUSING SERVICES

BY: [Signature]
TITLE: Executive Director

6-16-99
(Date)

OKLAHOMA CITY NORTHEAST, INC.

BY: [Signature]
TITLE: Housing Development Specialist

6-4-99
(Date)

NORTHEAST HOMEOWNERSHIP CONSORTIUM

BY: Mr. Michael L. Bond

TITLE: CEO

4 JUNE 99

(Date)

JEFFERSON PARK NEIGHBORS ASSOCIATION

BY: Paul H. Hester

TITLE: President Jefferson Park

6-14-99

(Date)

APPENDIX "A"

HOUSES RELOCATED TO HISTORIC DISTRICTS

<u>Original Location</u>	<u>New Location</u>
805 N.E. 23rd	1200 N.E. 18th
809 N.E. 23rd	830 N.E. 21st
813 Madison	301 N.E. 14th
830 N.E. 24th	1132 N.E. 19th
828 Madison	1123 N.E. 19th
832 N.E. 24th	1119 N.E. 19th
837-839 Madison	1211 N.E. 19th
816 Madison	1524 N.E. 24th

Additional Houses for Relocation to Historic Districts

<u>Original Location</u>	<u>New Location</u>	<u>Date</u>	<u>City/SHPO Initials</u>
--------------------------	---------------------	-------------	-------------------------------