

## **MEMORANDUM OF AGREEMENT**

### **BETWEEN THE CITY OF KONAWA, OKLAHOMA AND THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICE**

#### **REGARDING THE DEMOLITION OF RESIDENCE AT 215 EAST 2<sup>ND</sup> STREET, KONAWA, OKLAHOMA**

**WHEREAS** the City of Konawa (City) plans to approve the demolition of the existing residence and construction of a new residence at 215 East 2<sup>nd</sup> Street, Konawa, Oklahoma (undertaking) pursuant to HUD's Home Investment Partnership Program (HOME) authorized under Title II of the Cranston-Gonzalez National Affordable Housing Act, as amended, and Title 42, Chapter 130, Subchapter II-Investment in Affordable Housing (Pub. L. 101-625, title II, Sec. 211, Nov. 28, 1990, 104 Stat. 4096); and

**WHEREAS**, the City of Konawa has defined the undertaking's area of potential effect (APE) to be property located at 215 East 2<sup>nd</sup> Street, Konawa, Oklahoma; and

**WHEREAS**, the City of Konawa has determined that the undertaking will have an adverse effect on 215 East 2<sup>nd</sup> Street residence, 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 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

**WHEREAS**, in accordance with 36 C.F.R. § 800.6(a)(1), the City of Konawa 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 of Konawa 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 of Konawa shall ensure that the following measures are carried out:

I. The City shall provide SHPO photographic documentation of 215 East 2<sup>nd</sup> Street property. This documentation will consist of:

A photograph(s) of each elevation. Photographs must be clear and in focus, taken in good light and under good climatic conditions. Each photograph must show the entire length and/or width of the building.

Color or black and white prints must be a minimum of 4" by 6" and no larger than 8" by 10".

All photographs must have the following information clearly typewritten on a self-adhesive label (such as a blank address label) adhered to the back of each photograph.

- Name of property;
- Location (county, city, state, and street address);
- Name of photographer;
- Date of photograph;
- Location of photographic negative;
- Indication of direction camera is pointing;
- Number of the photograph in series.

Do not write on the back of the photograph in ink. Do not mount the photograph onto sheets of paper or cardboard. Do not apply a label with rubber cement or tape.

II. Photographs must be submitted and approved by SHPO as meeting the conditions outlined above before any work takes place that will affect the property.

## **II. DURATION**

This MOA will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the City of Konawa may consult with the other signatory to reconsider the terms of the MOA and amend it in accordance with Stipulation IV below.

## **III. DISPUTE RESOLUTION**

Should either 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 of Konawa shall consult with such party to resolve the objection. If the City of Konawa determines that such objection cannot be resolved, the City of Konawa will:

A. Forward all documentation relevant to the dispute, including the City of Konawa's proposed resolution, to the ACHP. The ACHP shall provide City of Konawa 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, City of Konawa shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and/or the other signatory and provide both with a copy of this written response. City of Konawa 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 of Konawa may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City of Konawa shall prepare a written response that takes into account any timely comments regarding the dispute from the other signatory to the MOA, and provide them and the ACHP with a copy of such written response.

C. The City of Konawa's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

#### IV. AMENDMENTS

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

#### V. TERMINATION

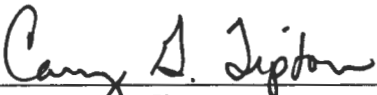
If either signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other party to attempt to develop an amendment to the current agreement. If within thirty (30) days (or another time period agreed to by both signatories) an amendment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

Once the MOA is terminated, and prior to work continuing on the undertaking, the City of Konawa 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. The City of Konawa shall notify the other signatory as to the course of action it will pursue.

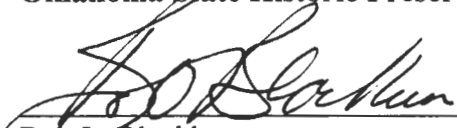
Execution of this MOA by the City of Konawa and SHPO and implementation of its terms evidence that the City of Konawa has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

#### SIGNATORIES:

##### The City of Konawa

 Date 6/9/08  
Mayor Cary Tipton

##### Oklahoma State Historic Preservation Officer

 Date June 17, 2008  
Bob L. Blackburn  
Oklahoma State Historic  
Preservation Officer