

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF OKLAHOMA CITY
AND THE
OKLAHOMA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE MT. OLIVE SENIOR COTTAGES PROJECT
IN OKLAHOMA CITY, OKLAHOMA COUNTY, OKLAHOMA

WHEREAS, the National Affordable Housing Act of 1990 (Act) provided for the establishment of a Home Investment Partnership Program promulgated under Final Rule 24 C.F.R. § 92, and the City of Oklahoma City (CITY) receives funding under the Act; and

WHEREAS, the CITY plans to fund the Mt. Olive Senior Cottages undertaking with HOME Program funds conditioned on the undertaking meeting all HOME Program requirements and receiving a release of funds from the Department of Housing and Urban Development; and

WHEREAS, the undertaking consists of new construction of a community center and 15 quadplexes comprised of 60 affordable housing units for independent seniors (62 and older) along with required parking; and

WHEREAS, the CITY has defined the area of potential effect (APE) of the undertaking as the Sinopoulo house and adjacent 10 acres of woodland; and

WHEREAS, the CITY has determined that the undertaking may have an adverse effect on the Sinopoulo house, which is listed in the National Register of Historic Places, and the CITY has consulted with the State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800, the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, regarding the effects of the undertaking on historic properties, the CITY has consulted with and invited the following concurring parties to sign this Memorandum of Agreement: 1) Mount Olive Baptist Church, the current owner of the Sinopoulo property; 2) the Urban League of Greater Oklahoma City, the applicant for HOME Program funds, and GMO Urban Ministries, which together with the Urban League is involved in a joint venture as developer and owner of the undertaking; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the CITY has notified the Advisory Council on Historic Preservation (ACHP) of the determination of adverse effect 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. SITE PLAN REVISION:

To reduce the adverse effect on the historic property, a revised site plan for the undertaking shall be developed in consultation with the SHPO. Revisions to the original site plan for the undertaking shall include: (A) relocation of the senior apartment buildings further south and east relative to the initial site plan in order to preserve historic open space around the Sinopoulo house; (B) landscaping of the additional open space with shrubs, trees or berms as needed to provide a natural, buffered transition between the Sinopoulo house and the undertaking; (C) retain current landscaping including a garden area, gazebo and pond located east of the Sinopoulo house, as well as existing trees and shrubs skirting the existing driveway located southwest and heading northeast to the house;; (D) preserve as much as 90 percent of the pecan trees in the undertaking area; (E) relocate parking spaces serving the undertaking further to the south and east relative to the initial site plan in order to reduce the concrete area visible from the Sinopoulo house; and (F) relocate the community building for the undertaking to the north side of the development site as a means of minimizing the number of residential units near the Sinopoulo house.

II. PHOTOGRAPHIC DOCUMENTATION :

Photographic documentation of the current appearance of the entire historic property, including the exterior of the house and the site, including views illustrating the open space that will be developed shall be provided in accordance with specifications provided by the SHPO. The City shall consult with the SHPO to determine which views are needed to adequately document the historic property before the City prepares the final photographic documentation for submission to the SHPO. The City and the SHPO shall select the views to be printed for final submission before any construction work begins at the site.

III. EXTERIOR ALTERATIONS TO THE SINOPOULO HOUSE

All parties to this Agreement recognize the historical significance of the Sinopoulo house and the importance of preserving its integrity. The house is currently used as the parsonage for the Mt. Olive Baptist Church, and it is anticipated that it shall continue in that use throughout the duration of this Agreement. Regardless of its use, any exterior changes to the house, such as roof repair/replacement, window replacements, exterior cleaning/painting, shall be done in accordance with the *Secretary of the Interior's Standards and Guidelines for Rehabilitation* throughout the duration of this Agreement or for a period of five (5) years, whichever is longer. The City shall insure that plans for any exterior work are submitted to the SHPO for a thirty (30) day review period, and the documentation provided to the SHPO shall be consistent with that specified in the SHPO's *Review and Compliance Manual*.

IV. DURATION

This Agreement shall be null and void if its terms are not carried out within five (5) years from the date of its execution or from the date of the HOME program fund commitment, whichever comes first. Prior to such time, the CITY may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VIII below.

V. MONITORING AND REPORTING

Each year following the execution of this Agreement until its terms are fulfilled, or it expires or is terminated, the CITY shall provide all parties to this Agreement 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 Agreement.

VI. DISPUTE RESOLUTION

Should any signatory or concurring party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the CITY shall consult with such party to resolve the objection. If the CITY determines that such objection cannot be resolved, the CITY shall:

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, signatories and 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 Agreement, 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 Agreement that are not the subject of the dispute remain unchanged.

VII. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment shall be effective on the date a copy signed by all of the signatories is filed with the ACHP.

VIII. TERMINATION

If any signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII, 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 Agreement upon written notification to the other signatories.

Once the Agreement is terminated, and prior to work continuing on the undertaking, The CITY must either (a) execute a Memorandum of Agreement 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 shall notify the signatories as to the course of action it will pursue.

Execution of this Agreement 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.

[Executions appear on separate signature pages attached hereto]

SIGNATORIES

In witness whereof the parties have set their hands to this Agreement by the council and signed by the Mayor of The City Of Oklahoma City, this 13th day of November, 2007

Ann Smarke

Ann Smarke, Mayor

Attest:

Doreen Perry
City Clerk



Reviewed for form and legality this 10th day of October, 2007.

By David B. Burns
Assistant Municipal Counselor

Oklahoma State Historic Preservation office

by

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

Date: 10-12-07

CONCURRING PARTIES:

By

Valerie R. Thompson
Valerie R. Thompson, Ph.D.
President/CEO
Urban League of Greater Oklahoma City, Inc.

10-12-07 Date

By

A. Glenn Woodberry
A. Glenn Woodberry, Pastor A.
Mount Olive Baptist Church

10-12-07 Date

By

Glenn Woodberry
Glenn Woodberry, President
GMO Urban Ministries

10-12-07 Date