

## **MEMORANDUM OF AGREEMENT**

### **AMONG THE CITY OF OKLAHOMA CITY, THE OKLAHOMA STATE HISTORIC PRESERVATION OFFICER, AND THE OKLAHOMA CITY URBAN RENEWAL AUTHORITY**

### **REGARDING THE SKIRVIN HOTEL ACQUISITION, 1 PARK AVENUE, OKLAHOMA CITY**

**WHEREAS**, the City of Oklahoma City (City) has determined that the Skirvin Hotel Acquisition (Undertaking), funded from the City's Community Development Block Grant (CDBG), may have an adverse effect on the Skirvin Hotel, 1 Park Avenue, Oklahoma City (property), which is listed in the National Register of Historic Places, and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f); and

**WHEREAS**, the City has consulted with the Oklahoma City Urban Renewal Authority (Authority) regarding the effects of the undertaking on the Skirvin Hotel and has invited the Authority to sign this MOA as an invited signatory, and

**WHEREAS**, the City shall transfer title to the Skirvin Hotel to the Authority, and the Authority shall issue a Request for Proposals from potential redevelopers of the property in Fall 2002 and enter into a redevelopment agreement with the designated developer in Summer 2003 that shall stipulate the terms and conditions for the property's redevelopment, including the requirements of this Memorandum of Agreement (MOA), and

**WHEREAS**, in accordance with 36 CFR Section 800.6(a)(1), the City has notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination with specified documentation and the Council has chosen not to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii);

**NOW, THEREFORE**, the City, the Oklahoma SHPO, and the Authority 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 require that the following measures are carried out:

### **I. PREDEVELOPMENT REQUIREMENTS**

#### **A. DOCUMENTATION OF EXISTING CONDITIONS.**

The City shall produce or cause to be produced photodocumentation of the existing condition of the Skirvin Hotel's interior and exterior in accordance with requirements for completion of the U. S. Department of the Interior, National Park Service's (NPS) Historic Preservation Certification Application, Part 2 -- Description of Rehabilitation (Part 2), and the City shall provide one (1) complete set of the photodocumentation to the Oklahoma SHPO within three (3) months of the execution of this MOA for retention in its permanent files.

#### **B. REQUEST FOR PROPOSALS.**

The Authority shall clearly stipulate in the Request for Proposals that all rehabilitation work shall be completed in accordance with the *Secretary of the Interior's Standards for Rehabilitation* whether that work is carried out under Stipulation II. or Stipulation III. below.

#### **C. MAINTENANCE REQUIREMENTS**

The Authority shall include in the redevelopment agreement a provision for the continued maintenance of the property in accordance with the *Secretary of the Interior's Standards for Rehabilitation* that includes a specific time period not less than five (5) years in length following completion of rehabilitation work and that specifies the City's and/or the Authority's process for monitoring compliance with this provision.

## **II. REHABILITATION INVOLVING THE FEDERAL INVESTMENT TAX CREDIT (HISTORIC REHABILITATION TAX CREDIT).**

The City and the Authority anticipate that the redeveloper will utilize the federal investment tax credit (historic rehabilitation tax credit) for a certified rehabilitation of a certified historic structure. If the redeveloper plans to use the tax credit, the City shall require that the redeveloper obtain an approved Part 2 prior to beginning the rehabilitation project and that, if NPS conditions the approved Part 2, the City shall require that the redeveloper revise the project plans to satisfy the conditions. Furthermore, the City shall require that the redeveloper obtain the approved NPS Historic Preservation Certification Application, Part 3 -- Request for Certification of Completed Work (Part 3). The City shall require that the redeveloper consult with the Oklahoma SHPO and submit all materials in accordance with NPS procedures and guidelines and instructions detailed in the Oklahoma SHPO's *Rehabilitating Historic Properties for the Federal Investment Tax Credits*. In the event NPS denies the Part 3, the City shall immediately consult with the SHPO to resolve the issues.

## **III. REHABILITATION NOT INVOLVING THE FEDERAL INVESTMENT TAX CREDIT (HISTORIC REHABILITATION TAX CREDIT).**

If the redeveloper withdraws its Part 2 or if NPS denies the Part 2, the City shall immediately consult with the Oklahoma SHPO in accordance with 36 CFR Part 800.6. If either of these two possibilities occur or if the redeveloper informs the City that it does not plan to pursue the federal investment tax credit (historic rehabilitation tax credit), all applicable provisions of this MOA shall remain in force, and the City shall require that all rehabilitation work be completed in accordance with the *Secretary of the Interior's Standards for Rehabilitation*.

## **IV. DURATION.**

This agreement 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 and the Authority may consult with the SHPO to reconsider the terms of the agreement and amend in accordance with Stipulation VII below.

## **V. REPORTING REQUIREMENTS.**

The City shall provide a written report to the SHPO on a quarterly basis documenting the progress of and/or problems encountered in the rehabilitation

of the property with the first report due three (3) months after the effective date of the redevelopment agreement. In the event the Authority does not identify a redeveloper for the Skirvin Hotel through the Request for Proposals issued in Fall 2002, the City shall notify the SHPO in writing within thirty (30) days of the determination that the Fall 2002 Request for Proposals did not yield a designated redeveloper and shall provide a written summary report to the SHPO every three (3) months thereafter to update the SHPO on the City's efforts to find an appropriate redeveloper for the property. Such reports shall be submitted to the SHPO throughout the duration of this MOA.

## **VI. DISPUTE RESOLUTION**

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented the parties shall consult with one another to resolve the objection. If the City determines, within 30 days, that such objection(s) cannot be resolved, the City will:

A. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise the City on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to this MOA, will be taken into account by the City in reaching a final decision regarding the dispute.

B. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, the City may render a decision regarding the dispute. In reaching its decision, the City will take into account all comments regarding the dispute from the SHPO and the Authority.

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 remain unchanged. The City will notify the SHPO and the Authority of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. The City's decision will be final.

## **VII. AMENDMENTS AND NONCOMPLIANCE**

If any signatory to this MOA determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall

immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR §§800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation VIII, below.

#### **VIII. TERMINATION**

If the MOA is not amended following the consultation set out in Stipulation VII., it may be terminated by any signatory. Within 30 days following termination, the City shall notify the SHPO and the Authority if it will initiate consultation to execute an MOA with the SHPO and the Authority under 36 CFR §800.6(c)(1) or request the comments of the Council under 36 CFR §800.7(a) and proceed accordingly.

Execution of this Memorandum of Agreement by the City of Oklahoma City, the Oklahoma State Historic Preservation Officer, and the Oklahoma City Urban Renewal Authority, the submission of documentation and filing of this Memorandum of Agreement with the Council pursuant to 36 CFR Section 800.6(b)(1)(iv) prior to the City's approval of this undertaking, and implementation of its terms evidence that the City has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

**SIGNATORIES:**


**City of Oklahoma City**



Kirk Humphreys

Mayor

Date 2-4-03

Approved as to form  
  
ASST. MUNICIPAL COUNSELOR

**Oklahoma State Historic Preservation Officer**



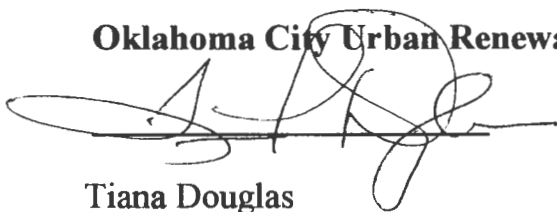
Bob L. Blackburn

State Historic Preservation Officer

Date: 12-12-02

**INVITED SIGNATORY**

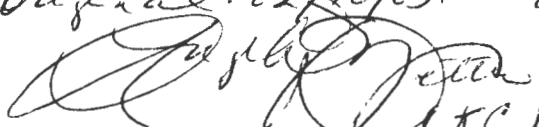
**Oklahoma City Urban Renewal Authority**



Tiana Douglas

Executive Director

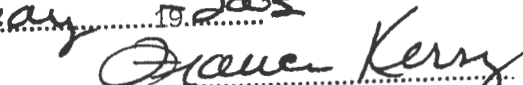
Date 1/8/03

*This is a true copy of the original. 12/10/03.*  
  
*OKC Housing*

STATE OF OKLAHOMA } ss.  
OKLAHOMA COUNTY }

I, the undersigned, City Clerk of the City of Oklahoma City, in the County and State aforesaid, do hereby certify that the above and foregoing is a true and correct copy of MOA Oklahoma State Historic

Office + URA 2-4-03 as the same appears of record in my office  
In testimony whereof, I have hereunto subscribed my name and affixed the corporate seal of the City of Oklahoma City, this the 5th day of February, 19 2003

  
CITY CLERK