

**MEMORANDUM OF AGREEMENT
AMONG
THE CITY OF OKLAHOMA CITY,
THE STATE OF OKLAHOMA HISTORIC PRESERVATION OFFICER,
AND THE COMMUNITY ENHANCEMENT CORPORATION
REGARDING
THE DEVELOPMENT OF THRIVE ON 10th STREET LOCATED AT 1007 NW 10TH
ST., OKLAHOMA CITY**

WHEREAS, pursuant to 24 CFR Part 58, U.S. Department of Housing and Urban Development (“HUD”), has delegated the responsibility for compliance with the requirements of Section 106 of the National Historic Preservation Act, as amended (54 U.S.C. §306108), to the City of Oklahoma City (the “CITY”) pursuant to 24 CFR §58.2(a)(7)(ii)(B). Accordingly, the CITY is the Responsible Entity (RE) as defined in 24 CFR §58.2(a)(7), and the Agency Official for purposes of 36 CFR Part 800.2(a); and

WHEREAS, the Community Enhancement Corporation (“CEC”) is proposing to newly construct a 285-unit affordable housing property known as “Thrive on 10th” (the “Project”) on land owned by the CEC at about NW 10th St. and N Classen Blvd. in Oklahoma City; and

WHEREAS, the Project will serve low-income seniors, utilizing a Section 8 Project-Based Voucher Program Agreement to Enter into a Housing Assistance Payment Contract (AHAP) and is a federal undertaking subject to review under the National Historic Preservation Act (NHPA), as amended by Pub. L. No. 96-515 (54 U.S.C. § 306108); and

WHEREAS, in its role as RE, The CITY has consulted with the Oklahoma State Historic Preservation Officer (SHPO) implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470) on behalf of CEC; and

WHEREAS, the CITY has determined demolition of the building at 1007 NW 10th St., Oklahoma City will have an adverse effect on the property, which is eligible for listing on the National Register of Historic Places (Register); and

WHEREAS, the CITY has consulted with CEC regarding the effects of the Undertaking on historic properties, and has invited CEC to sign this MOA as an invited signatory; and

WHEREAS, CEC has considered and evaluated a number of alternatives to demolition for the Project and has concluded that these options are either unavailable to the CEC or do not meet the technical requirements necessary to provide affordable housing at this location.

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 800.6(a)(1)(iii); and

NOW, THEREFORE, the CITY, SHPO, and CEC agree that the Project shall be implemented in accordance with the following stipulations, in order to take into account, the effect of the Undertaking on historic properties.

I. STIPULATIONS

CEC and the CITY will ensure that the following mitigation measures are carried out:

A. Historical Documents

CEC shall research historic maps (including Sanborn Fire Insurance Maps and Clarkson Maps), city directories (including Polk's City Directories and Criss Cross City Directories), and historic images of the property. CEC shall compile this information into a document and submit the findings to the Oklahoma State Historic Preservation Office for a 30 day review and comment.

B. Informational Plaque

CEC shall install a permanent plaque or commemorative marker in a publicly accessible location inside the completed project to acknowledge the site history and architecture. The content of the marker and proposed placement will be submitted to SHPO for review and approval prior to installation.

II. REPORTING

Following the execution of this MOA, and until the earlier of (i) the completion of the mitigation measures set forth above or (ii) five (5) years after the execution of this MOA, CEC shall provide all parties to this MOA an annual Summary Report and a Final Report when CEC completes the mitigation, detailing work undertaken pursuant to its terms.

III. DISPUTE RESOLUTION

Should any 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 shall consult with such party 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 federal Advisory Council on Historic Preservation (ACHP), created by the National Historic Preservation Act (NHPA) of 1966. The ACHP's policy is to provide the CITY with its advice on the resolution of any 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 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 remain unchanged.

IV. 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 may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VI below.

V. MONITORING AND REPORTING

Each year following the execution of this MOA until the earlier of (i) the completion of the mitigation measures set forth above and (ii) five (5) years after the execution of this MOA the CEC shall provide all parties to this MOA, and the ACHP if requested, 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 efforts to carry out the terms of this MOA.

VI. AMENDMENTS

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


VII. TERMINATION

If any signatory to this MOA 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 VI, 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 MOA upon written notification to the other signatories.

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 §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 hereto 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 CEC has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

APPROVED by the Community Enhancement Corporation, this 14th day of July, 2021.
COMMUNITY ENHANCEMENT CORPORATION

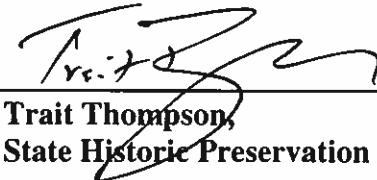


Ian Colgan
Vice President

Date 7/14/21

APPROVED by the Oklahoma State Historic Preservation Officer, this 16th day
of July, 2021.

OKLAHOMA STATE HISTORIC PRESERVATION OFFICE

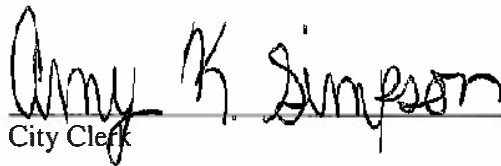

Trait Thompson,
State Historic Preservation Officer

7/16/21


Date

APPROVED and executed by the City of Oklahoma City, this 17th day of
August, 2021,

ATTEST:


Amy K. Simpson
City Clerk




David Holt
Mayor

APPROVED as to form and legality.


Jill Burnett
Assistant Municipal Counselor