



LETTER OF INTENT

Cherokee Nation

and

HOUSING AUTHORITY OF THE CHEROKEE NATION

for

DEVELOPMENT OF ADDITIONAL AFFORDABLE HOUSING SOLUTIONS

IN NORTH TULSA

The parties, in order to meet their mutual goals and objectives of providing safe, sanitary and affordable housing solutions for Cherokee Nation citizens, agree as follows

1. Cherokee Nation ("The Nation") is a sovereign and federally recognized Indian Nation with exclusive jurisdiction over the Cherokee Nation reservation, as defined in federal and tribal law, with a capital located in Tahlequah, Cherokee Nation (Oklahoma).
2. The Housing Authority of the Cherokee Nation (HACN) administers housing programs in the interest of the Cherokee Nation under various federal and tribal programs.
3. The parties have a mutual interest in providing affordable housing to all parts of the Cherokee Nation reservation, but recognize that the parties

have made a relatively lower investment, historically, in the part of the Cherokee Nation reservation that includes north Tulsa.

4. The parties acknowledge the mandates of the Cherokee Nation Executive Order on Equality, as amended, which include taking affirmative and purposeful steps to invest in communities associated with historically excluded or marginalized sub-sets of Cherokee Nation society, including Cherokee Nation citizens of Freedmen descent and that north Tulsa is one of those areas.
5. The parties recognize that, pursuant to the Cherokee Nation Public Health and Wellness Fund Act (PHWFA) insufficient affordable housing is a public health detriment to which funding under PHFWA may be brought to bare to construct or support the development of affordable housing.
6. The parties acknowledge that additional funding for affordable housing is available perpetually under the Cherokee Nation Housing, Jobs and Sustainable Communities Act (HJSCA).
7. The parties acknowledge that federal funding is available from time to time for the construction of affordable housing.
8. **The parties have identified and made progress on affordable housing investments for its citizens in North Tulsa, including, but not limited to:**
 - a. **Harvard Street Apartments:** A more than \$1.35 million investment (\$450,000 Cherokee Nation funds combined with \$900,000 in grants from the City of Tulsa and Partner Tulsa) in seven affordable rental units located at 110 N. Harvard from a third-party provider of affordable housing solutions, Boomtown Development affiliated with Green Country Habitat for Humanity, that HACN agreed to manage beginning in or about August 2026 and to purchase (to be final in 2027).
 - b. **Utica Crossing:** A more than \$1.9 million investment of Cherokee Nation awarded federal ICDBG funds for the development of up to 10 units (six rental units and four ownership units planned) as part of a larger mixed used residential and commercial brownfield redevelopment by Green Country Habitat for Humanity in the former

Crutchfield community of north Tulsa, work in which is anticipated to commence in 2027.

- c. **Flat Rock Ridge Phase I:** A strategic alignment, for the benefit of Cherokee Nation's Mortgage Assistance Program local participants residing in Tulsa County, with the developers of five residential lots in a housing addition under development by the following third-party non-profit entities with an interest in the development of affordable housing in and around the 36th Street North and Peoria area of Tulsa: Capital Homes, George Kaiser Family Foundation's (GKFF) Invest North initiative and Green Country Habitat for Humanity.

9. **Flat Rock Ridge Phase II:** The parties have identified the below described opportunity to provide additional affordable housing solutions to Cherokee Nation citizens in North Tulsa as part of Flat Rock Ridge Phase II, a housing development comparable and in close geographic proximity to Flat Rock Ridge Phase I:

- a. **Acquisition of land by HACN for the development of up to 45 affordable housing units**, flexible as to housing type mix, cost of said development decreased based on the larger infrastructure development by third party non-profit housing solution providers.
- b. **An investment of \$2.5 million**, payable in phases across the development timeline.

10. **The parties agree that Flat Rock Ridge Phase II,** if executed as described above, will help address the insufficiency of affordable housing for Cherokee Nation citizens in North Tulsa, mitigate the associated public health detriments, aligns with the aims of PHWFA and HJSCA, will help effectuate the purposes and policies of the Executive Order on Equality by investing in housing infrastructure in a historically excluded or marginalized community and will honor Cherokee Nation's historic roots in North Tulsa.

11. **North Tulsa Community Center Complex:** The parties have identified an opportunity to develop property located in or about 1205 E. 46th Street North, on which Cherokee Nation constructed a community center in 2026, for affordable elder rental units, an investment of approximately \$3 million

12. The parties agree that developing housing on the campus of the North Tulsa Community Center complex will help address the insufficiency of affordable housing for Cherokee Nation citizens in North Tulsa, mitigate the associated public health detriments, aligns with the aims of PHWFA and HJSCA, will help effectuate the purposes and policies of the Executive Order on Equality by investing in housing infrastructure in a historically excluded or marginalized community and will honor Cherokee Nation’s historic roots in North Tulsa.

13. The parties therefore execute this letter of intent under which the parties intend that:

- a. Cherokee Nation will transfer to HACN \$5.5 million in surplus funds under PHWFA, which authorized such expenditure, subject to the availability of Council appropriated funds.
- b. HACN is authorized to
 - i. Expend \$2.5 million of said funds in support of land acquisition at Flat Rock Ridge Phase II.
 - ii. Expend \$3 million of said funds in support of the North Tulsa Community Center Complex housing development.
 - iii. Negotiate and execute in Fiscal Year 2027, subject to the Principal Chief’s concurrence, all agreements necessary to execute the projects described herein.
- c. That the parties will negotiate in good faith and execute all agreements, bilaterally and with third parties, necessary to effectuate this letter of intent.
- d. That the parties will conduct meaningful community engagement on the subjects covered in this MOU.
- e. **Work Group on the Development of Affordable Housing Solutions in North Tulsa:** Cherokee Nation and HACN will develop a “Work Group on the Development of Affordable Housing Solutions in North Tulsa,” which shall at minimum included the HACN Executive Director and the Cherokee Nation Secretary of State, for the purpose of guiding Cherokee Nation executive branch strategy on the subject.

14. This LOI is non-binding and intended to guide the parties as to the subjects addressed herein and the parties commit that any deviation from the LOI will be accompanied by an amendment of the LOI or other written notice.
15. This LOI is effective on its date of execution, renewing automatically on its terms each October 1, terminating upon written 30-day notice by either party.
16. This agreement was executed by the parties October 28, 2026, at Tulsa, Cherokee Nation Reservation.

[Signature Page to Follow]

For the Nation:



Chuck Hoskin Jr.
Principal Chief, Cherokee Nation

Housing Authority of the Cherokee Nation:



Jerri Ann Killer
Executive Director

CONCURRENCE



Bryan Warner,
Deputy Principal Chief



Dr. Ashley Grant,
Council District 5 (North Tulsa)