

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE ST. LOUIS COUNTY GOVERNMENT AND  
THE MISSOURI STATE HISTORIC PRESERVATION OFFICER  
REGARDING 2520 MCLARAN AVE., JENNINGS, ST. LOUIS  
COUNTY, MISSOURI**

WHEREAS, St. Louis County, Missouri, has consulted with the Missouri State Historic Preservation Officer (SHPO) pursuant to the regulations (36 CFR Pat 800) implementing Section 106 of the National Historic Preservation Act (16 U. S. C. 4701); and

WHEREAS, St. Louis County has determined that the demolition of the structure at 2520 McLaran Ave, Jennings, St. Louis County, Missouri, will have an adverse effect upon 2520 McLaran Ave., a property eligible for inclusion in the National Register of Historic Places (Register); and

NOW, THEREFORE, St. Louis County and the Missouri 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

St. Louis County will ensure that the following measure<sup>S</sup><sub>A</sub> are carried out:

A. Documentation

1. A recordation report completed by a 36 CFR 61 qualified Historian or Architectural Historian which will include the following:
  - a. At least twelve (12) 8" x 10" black and white 35 mm photographs of the building. These will be exterior photographs including views of each façade and significant architectural details. Photographs should include representative views of architectural details, and other significant features of the property including interior features. Photographs shall be printed on archivally stable paper and labeled on the back with soft lead pencil. The negatives shall be submitted with the photographs.

St. Louis County shall ensure that all documentation is compiled and accepted by the SHPO in writing and copies of this documentation are made available to the SHPO and any appropriate local archives designated by the SHPO.

- B. St. Louis County shall work cooperatively with the demolition contractor to arrange for the removal of architecturally significant building components from the building prior to demolition. These items shall include, but not be limited to: fireplace mantels, fireplace tiles, staircase components, leaded glass windows, interior doors, claw foot bathtubs, arched window sashes, interior trim, and soffit brackets, if safety permits. Oversight of removal shall be the responsibility of the County's Preservation Sites Historian. Such items may be donated by the demolition contractor to a local non-profit organization that has an interest in such building materials. All other salvaged items become the property of the salvage contract at the time of demolition.
- C. Any party to this agreement may terminate it providing thirty (30) days notice to the other party, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination, 36 CFR 800.6(c)(8).
- D. Any party may request that the agreement be amended, whereupon the proposed changes shall be submitted to the other parties and the Council in accordance with 36 CFR 800.6(c)(7).
- E. Failure to carry out the terms of the Agreement requires that St. Louis County again request the Council comments in accordance with 36 CFR Part 800. If St. Louis County cannot carry out the terms of the Agreement, it will not take or sanction any action or make any irreversible commitment that would result in adverse effects with respect to the National Register or eligible properties covered by the Agreement, or would foreclose the Council's consideration of modifications or alternatives that could avoid or mitigate the adverse effects until the commenting process has been completed.
- F. Execution of this Memorandum of Agreement by St. Louis County and the Missouri SHPO and implementation of its terms constitute evidence that St. Louis County has taken into account the effect of the undertaking on historic properties and afforded the Council an opportunity to comment on the proposed St. Louis County 2520 McLaran, Jennings, Missouri, project in St. Louis County.
- G. This agreement shall be terminated if the undertaking has not been implemented within two years from the date this agreement takes effect in accordance with 36 CFR 800.6(c)(5).

H. St. Louis County Ordinances 21,136 authorize the County Executive on behalf of said County, to execute agreements with governmental agencies, including municipal corporations, public and private firms, or other agencies participating in HOME Investment Partnership programs conducted by the County; and

The Meyer Company is a corporation specializing in providing general contracting and development activities; and

St. Louis County Government desires to engage The Meyer Company to assist the County by providing demolition and construction of new affordable housing for residents of St. Louis County.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and date first above written.

I hereby approve that balances sufficient to pay the contract sum will be made available in the appropriation accounts against which this obligation is to be charged, to the extent the County continues to receive federal funds sufficient to pay the contract sum.

*Steven M Pearl*  
Accounting Officer

APPROVED AS TO FORM ONLY:

*Pat Reddy*  
COUNSELOR OF ST. LOUIS COUNTY

ST. LOUIS COUNTY  
DEPARTMENT OF PLANNING

By: *James A. Powers*  
Title: Director

Date: May 13, 2003

**WARNING: The Fund which is the subject hereof is administered by the Department of Housing and Urban Development. Section 1012 of Title 18 of the United States Code provides "Whoever, with intent to defraud..... makes any false statement to or for such department . . shall be fined not more than \$1000, or imprisoned not more than one year, or both."**

Signed:

*Mark A. Miles* 04/24/03  
 Missouri State Historic Preservation Officer Date

*Buzz Westfall*  
 Buzz Westfall, St. Louis County Executive Date

Concurred:

*Jerry Meyer* 4-21-03  
 Jerry Meyer, The Meyer Company, Owner Date

*John C. Hill* 5-9-03  
 ATTEST FOR MISSOURI STATE HISTORIC PRESERVATION OFFICER

*James O. Hill*  
 ATTEST FOR ST. LOUIS COUNTY EXECUTIVE

*James M. Anderson*  
 ATTEST FOR THE MEYER COMPANY