

**MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF WILMINGTON, DELAWARE  
AND THE  
DELAWARE STATE HISTORIC PRESERVATION OFFICER**

WHEREAS, the City of Wilmington, Delaware (City) proposes to use CDBG funds to demolish 20 privately-owned buildings (see Attachment A) which constitute public nuisances posing a threat to public health and safety, and will continue to deteriorate should the City not take action (Undertaking); and

WHEREAS, the City has unsuccessfully attempted to have the property owner(s) abate the violations to the City's building code or undertake demolition of the building entirely, issuing multiple citations and letters of warning; and

WHEREAS, the buildings included in Attachment A have been determined to be contributing properties within various historic districts that are listed in or have been determined to be eligible for listing in the National Register of Historic Places; and

WHEREAS, the City has determined that the Undertaking will have an adverse effect upon these properties, and has consulted with the Delaware State Historic Preservation Officer (DE SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470f); and

WHEREAS, the City and the DE SHPO have agreed that the area of potential effect for this Undertaking is limited to each individual property; and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), the City has notified the Advisory Council on Historic Preservation (Council) who has declined to participate in the consultation;

NOW, THEREFORE, the City and the DE 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 these 20 historic properties.

**STIPULATIONS**

The City will ensure that the following measures are carried out:

**1. Public Notification**

The City will publish a public notice of intent to use federal funds to demolish historic properties listed in or eligible for listing in the National Register of Historic Places in a widely-distributed, local newspaper and will include the list of the 20 properties in Attachment A. The City will also notify by direct mail, designated community leaders in the areas of the City in which the properties are located. The City will not proceed with demolition of the properties until there has been adequate time to consider the public's comments.

**2. Documentation**

The following documentation will be prepared for each building in Attachment A by City personnel or by a consultant who are 36 CFR 61 qualified as an architectural historian or an historian. It will be reviewed and approved by the City's Historic Preservation Planner prior to the demolition. A copy of all documentation will be provided to the DE SHPO.

- a. Building Description and History: A Delaware State Historic Preservation Office Cultural Resource Survey Property Identification Form (#1) and Main Building Form (#2) will be completed for each property in accordance with the Delaware State Historic Preservation Office Survey Forms Instructions and Data Coordination Guidance (<http://www.state.de.us/shpo>). For each property, City directories will be consulted to determine the age, historic uses, and occupants of the property. For buildings with historic non-residential uses, further historical research may be required as determined by Wilmington's Historic Preservation Planner.
- b. Photography: Photographs will be taken of all accessible exterior elevations of each building. Interior photographs may be requested for those buildings where structural accessibility allows. Photographs will be 35mm, black and white prints. Two sets of prints (4" X6") of all photos will be provided. In addition, the negatives will be provided and data coordination will be carried out in accordance with the Delaware State Historic Preservation Office Survey Forms Instructions and Data Coordination Guidance (<http://www.state.de.us/shpo>).
- c. Maps: Tax parcel maps, Sanborn Insurance maps and other historic maps showing the property will be provided for each building.

In the event that an imminent threat to health and safety develops regarding any of the properties in Attachment 2, the procedures described in 36 CFR 800.12(b)(2) shall apply, and the City will immediately notify the DE SHPO, and afford the DE SHPO the opportunity to comment within the time available on whether any form of documentation will be required before demolition. In accordance with Wilmington City Code, and in addition to the individuals listed in 36 CFR 800.12, the Commissioner of Licenses and Inspections may declare an emergency requiring immediate demolition of the properties. Notwithstanding the above, this Memorandum of Agreement shall not constitute a waiver or forfeiture by the City of any powers bestowed upon it by common law or by statute that it deems necessary to immediately address an emergency situation.

### **3. Salvage**

In order to encourage the reuse of architectural materials from the buildings which will be demolished, the City will contact the property owners by mail to invite their participation in a program of voluntary salvage, providing them with a list of salvage contractors who they could contact regarding the reuse of salvageable architectural materials.

### **4. Review of New Construction Until Property is Developed**

If the City acquires any form of ownership rights in the properties listed in Attachment A prior to their development, then before transferring their ownership rights, the City shall place a covenant on the property which assures that the owner will consult with the DE SHPO regarding the design of in-fill construction or landscaping elements to ensure their compatibility with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings.

If the City acquires and then develops any of the properties in Attachment A, using any source of development funds, the City shall consult with the DE SHPO regarding the design of in-fill construction or landscaping elements, to ensure their compatibility with the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings. Should any of the properties in Attachment A become part of a City Historic District, the Wilmington Design Review and Preservation Commission shall review the construction or landscaping project as per the provisions of City Code and in place of the DE SHPO as per this agreement.

If the properties in Attachment A are developed prior to the City ever acquiring any form of ownership rights, then the City is not bound by this Stipulation.

**5. Dispute Resolution**

If, at any time during the implementation of the measures stipulated in this Agreement, a dispute should arise as to any measure or its manner of implementation, the parties to this Agreement will consult to resolve the dispute. If no resolution is achieved, the City will request the comments of the Council pursuant to 36 CFR 800.7.

**6. Amendment and Termination**

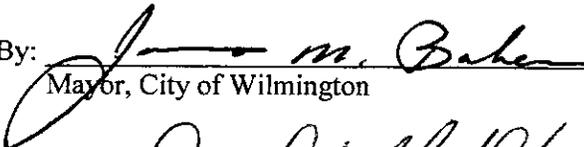
If any of the signatories to this Agreement believe that the terms cannot be adhered to, or that an amendment to the terms must be made, that signatory shall immediately consult with the other signatories to develop amendments. The process of amending the Agreement shall be the same as was exercised in creating it. If an amendment cannot be agreed upon, the dispute resolution process set forth in Stipulation 5 will be followed.

Either of the signatories may terminate this Agreement if they feel that the Stipulations are not or cannot be met after first trying to amend the Agreement. Termination of this Agreement will require consultation with the Council in accordance with 36 CFR 800.7(a)(1) and (2). The Undertaking will be suspended until the consultation process is complete.

**7. Term of Agreement**

The Agreement will become effective on the date of last signing and will continue in force for a period of three years from that date unless the signatories agree in writing to an extension for carrying out its terms. Because of the long term review process set forth in Stipulation 4, the Agreement will be reviewed by the signatories at the time of its termination following the process set up in Stipulation 6 and the issue of extending the terms of any of the Stipulations shall be resolved.

Execution of the Memorandum of Agreement by the City and the DE SHPO, the subsequent filing of this Agreement with the Council, and implementation of its terms, evidence that the City has taken into account the effects of the Undertaking on historic properties.

By:  5-21-2003  
Mayor, City of Wilmington (date)

By:  5/28/2003  
Delaware State Historic Preservation Officer (date)

**List of Contributing Buildings in Listed or Eligible Districts  
To be demolished as part of the City of Wilmington  
Non-Emergency Demolition Initiative for 2003**

| <b>Address of Property</b>          | <b># of Buildings</b> | <b>Historic District</b>                | <b>Listed/Eligible</b> |
|-------------------------------------|-----------------------|---|------------------------|
| 14-16 Buena Vista Street            | 2                     | Brandywine Village HD                   | Listed                 |
| 1822 North Tatnall Street           | 1                     | Brandywine Village HD                   | Listed                 |
| 2101-2117 Carter Street             | 9                     | Price Run HD                            | Eligible               |
| 502 West 6 <sup>th</sup> Street     | 1                     | Quaker Hill HD Expansion                | Eligible               |
| 506 West 6 <sup>th</sup> Street     | 1                     | Quaker Hill HD Expansion                | Eligible               |
| 241½ Harrison Street                | 1                     | Trustees Tract HD                       | Eligible               |
| 824 North Pine Street               | 1                     | Eastside HD                             | Eligible               |
| 528 Taylor Street                   | 1                     | Eastside HD                             | Eligible               |
| 502-504 East 4 <sup>th</sup> Street | 2                     | 4 <sup>th</sup> & Lombard Industrial HD | Eligible               |
| 224 Stroud Street                   | 1                     | Browntown HD                            | Eligible               |
| TOTAL                               | 20                    |   |                        |
|                                     |                       |   |                        |