

MEMORANDUM OF AGREEMENT

BETWEEN THE CITY OF RISING SUN AND

THE INDIANA STATE HISTORIC PRESERVATION OFFICER

SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION

PURSUANT TO 36 C.F.R. § 800.6(b)(iv)

REGARDING THE FIRST PRESBYTERIAN CHURCH REHABILITATION PROJECT

LOCATED ON MAIN STREET IN THE CITY OF RISING SUN, OHIO COUNTY, INDIANA

WHEREAS the City of Rising Sun proposes to rehabilitate the First Presbyterian Church for the submission of a Indiana Department Commerce Community Focus Fund Grant in Rising Sun, Ohio County, Indiana; and

WHEREAS the City of Rising Sun, in consultation with the Indiana State Historic Preservation Officer ("Indiana SHPO"), has defined the First Presbyterian Church rehabilitation project's area of potential effects, as the term is defined in 36 C.F.R. § 800.16(d), to be the area within the City of Rising Sun on Main Street; and

WHEREAS the City of Rising Sun, in consultation with the Indiana SHPO, has found that the First Presbyterian Church on Main Street is within the area of potential effects; and

WHEREAS the City of Rising Sun, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. § 800.4(c), that First Presbyterian Church is eligible for inclusion in the National Register of Historic Places;

WHEREAS the City of Rising Sun, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. § 800.5(a), that the rehabilitation of the First Presbyterian Church will have an adverse effect on the First Presbyterian Church; and

WHEREAS the City of Rising Sun, has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and its implementing regulations (36 C.F.R. Part 800) to resolve the adverse effect on the First Presbyterian Church; and

WHEREAS the City of Rising Sun, in consultation with the Indiana SHPO, has invited no other party to participate in the consultation and to concur in this memorandum of agreement; and

WHEREAS the City of Rising Sun has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and its implementing regulations (36 C.F.R. Part 800) concerning the scope of work as presented in the Section 106 Review material submitted to the Indiana Department of Natural Resources, State Historic Preservation & Archaeology office dated June 21, 2004, and agreed to proceed with the project as proposed with the recommendations provided by the Indiana SHPO by letter dated December 7, 2004; and

NOW, THEREFORE, the City of Rising Sun and the Indiana SHPO agree that, upon the submission of a copy of this executed memorandum of agreement, as well as the documentation specified in 36 C.F.R. § 800.11(e) and (f), to the Advisory Council on Historic Preservation ("Council" pursuant to 36 C.F.R. § 800.6[b][1][iv]) and upon the City of Rising Sun's approval of the Church's rehabilitation, the City of Rising Sun shall ensure that the following stipulations are implemented in order to take into account the effect of the Church's rehabilitation on historic properties.

Stipulations

1. AREAS OF EFFECT: (areas of effect reflect review and approval prior to start of construction)
 - a. Prior to the commencement of demolition, the 1930's office will be documented. The minimum documentation standards will include the following:
 - A cover page with the historic name or names (e.g. First Presbyterian Church), most recent name (if any), and street address of the historic property, typed or printed on 8 1/2" by 11" paper.
 - A typed or printed description of the historic property on 8 1/2" by 11" paper, including at least the following:
 - a verbal description of the property's design including a description of materials and notable architectural/engineering features and a statement of the overall dimensions of the building;
 - a map of Rising Sun with the location of the historic property marked;
 - A brief, typed or printed history of the property and a written statement of the property's significance to Rising Sun on a 8 1/2" by 11" paper, focusing, in particular, on its history prior to 1950.
 - Black and white 35 mm photographs showing multiple views of the property from different angles; photographs need not be mounted; the photographs shall be labeled on the reverse side to indicate the building name, address, direction and brief description of view, and name of the photographer (labels shall be handwritten on the back of the photographs using either pencil or a Sharpie Ultra Fine Marker).
 - b. Two duplicate originals of the documentation specified in Stipulation No.1 shall be distributed, prior to the commencement of construction and demolition activities, as follows:
 - One set (with the photographic negatives) to the Indiana SHPO for review and approval and for ultimate transmittal to the Indiana State Archives.
 - One set to the City of Rising Sun or other organization that shall serve as a local repository and shall retain the documentation permanently in its files and make the documentation available for examination by the public.
 - c. Photographs of the sanctuary will be taken to illustrate its current configuration and displayed in the building to serve as an historic record of the building prior to the removal of pews, the installation of the new side entrance, and the introduction of the stage area.
 - d. The pews will be documented through measured drawing, photographs, and a written description prior removal. One left side, one center, and one right side pew will be removed intact to be used as lobby seating in the renovated building. One left side, one center, and one right side pew will be donated to the Rising Sun Historical Society. All remaining pews will be disassembled and stored on site for future use.
 - e. If it found that one or more of the items included in the scope of work cannot be performed in accordance with the Secretary of the Interior's Standards and Guidelines, the City and the Indiana SHPO will consult to develop appropriate mitigation to resolve an adverse effect.

2 OBJECTION RESOLUTION PROVISION

Disagreements and misunderstanding about how this memorandum of agreement is or is not being implemented shall be resolved in the following manner:

A. If the Indiana SHPO or any invited signatory to this memorandum of agreement should object in writing to the City of Rising Sun regarding any action carried out or proposed with respect to the City's renovation project or implementation of this memorandum of agreement, then the City of Rising Sun shall consult with the objecting party to resolve the objection. If after initiating such consultation the City of Rising Sun determines that the objection cannot be resolved through consultation, then the City of Rising Sun shall forward all documentation relevant to the objection to the Council, including the City of Rising Sun's proposed response to the objection. Within 45 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

- i. Provide the City of Rising Sun with a staff-level recommendation, which the City of Rising Sun shall take into account in reaching a final decision regarding its response to the objection; or
- ii. Notify the City of Rising Sun that the objection will be referred for formal comment pursuant to 36 C.F.R. § 800.7(c), and proceed to refer the object and comment. The City of Rising Sun shall take into account the Council's comments in reaching a final decision regarding its response to the objection.

B. If comments from the Council are provided in accordance with stipulation 2A of this memorandum of agreement, then the City of Rising Sun shall take into account any Council comment provided in accordance with 36 C.F.R. § 800.7(a)(4) with reference only to the subject of the objection. The City of Rising Sun's responsibility to carry out all actions under this memorandum of agreement that are not the subjects of the objection shall remain unchanged.

3. POST REVIEW DISCOVERY

In the event that one or more historic properties--other than the First Presbyterian Church --are discovered or that unanticipated effects on historic properties are found during the implementation of this memorandum of agreement, the City of Rising Sun shall follow the procedure specified in 36 C.F.R. § 800.13.

4. AMENDMENT

Any signatory to this memorandum of agreement may request that it be amended, whereupon the parties shall consult to consider the proposed amendment. 36 C.F.R. § 800.6(c)(7) shall govern the execution of any such amendment.

5. TERMINATION

A. If the terms of this memorandum of agreement have not been implemented by December 31, 2006, then this memorandum of agreement shall be considered null and void. In such an event, the City of Rising Sun shall so notify the parties to this memorandum of agreement and, if it chooses to continue with the church rehabilitation, then it shall reinitiate review of the church's rehabilitation project in accordance with 36 C.F.R. §§ 800.3 through 800.7.

Memorandum of Agreement
First Presbyterian Church Rehabilitation
Page 4

- B. Any signatory to the memorandum of agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the City of Rising Sun shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the church's rehabilitation project.
- C. In the event that the City of Rising Sun does not carry out the terms of this memorandum of agreement, the City of Rising Sun shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the church's rehabilitation project.

Upon execution of this memorandum of agreement by the City of Rising Sun and the Indiana SHPO, a copy of it will be submitted to the Council with the appropriate documentation specified in 36 C.F.R. § 800.11(e) and (f), and the implementation of its terms evidence that the City of Rising Sun has afforded the Council an opportunity to comment on the church rehabilitation and its effects on historic properties and that the City of Rising Sun has taken into account the effects of the First Presbyterian Church Rehabilitation project on historic properties.

SIGNATORIES (Required) :

CITY OF RISING SUN

Signed by: William Marksberry Date: 2-7-05

Name and title: William Marksberry, Mayor
(Typed or printed)

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by: Jon C. Smith Date: 2.12.05

Name and title: Jon C. Smith, Deputy State Historic Preservation Officer
(Typed or printed)