

MEMORANDUM OF AGREEMENT

BETWEEN CITY OF WICHITA

AND THE KANSAS STATE HISTORIC PRESERVATION OFFICER

**REGARDING THE INTER-FAITH MINISTRIES AFFORDABLE HOUSING
PROJECT,**

WICHITA, KANSAS

WHEREAS, the **City of Wichita (CITY)** has determined that the Inter-Faith Ministries Affordable Housing Project (undertaking) will have an adverse effect on properties located in the 900 block of North Market, and has consulted with the Kansas State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f); and

WHEREAS, CITY has provided a public hearing and invited comments from the Wichita-Sedgwick County Historic Preservation Alliance and Historic Midtown Citizens Association regarding the effects of the undertaking on 938-40 North Market, 930 North Market, 928 North Market, 924-26 North Market, and 902-12 North Market; and

WHEREAS, CITY, and SHPO have consulted with Inter-Faith Ministries and agreed to minimize the adverse impact to the buildings by a) Retaining 938-40 North Market and preparing a National Register nomination for this property; b) retaining 902-904 North Market; and c) relocating 924-26 North Market, 928 North Market, and 930 North Market to vacant lots within the neighborhood area bounded by Murdock on the south, Waco on the west, 13th Street on the north and St. Francis on the east; and

WHEREAS, in accordance with 36 CFR Section 800.6(a)(1), CITY has notified the Advisory Council on Historic Preservation (Council) of its adverse effect determination with specified documentation and the Council has chosen not to participate in the consultation pursuant to 36 CFR Section 800.6(a)(1)(iii); and

WHEREAS, CITY and the SHPO agree on how the adverse effects will be resolved;

NOW, THEREFORE, CITY and the 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 the historic property.

STIPULATIONS. CITY shall ensure that the following measures are completed:

- I. A National Register nomination for 938-940 North Market will be prepared and submitted to SHPO; and

- II. The duplex at 902-904 North Market shall be retained; and
- III. The City of Wichita will work with Inter-Faith Ministries and other not-for-profits to provide the funding to relocate the properties located at 924-26 North Market, 928 North Market, and 930 North Market. These structures shall be relocated to vacant lots within the neighborhood area bounded by Murdock on the south, Waco on the west, 13th Street on the north and St. Francis on the east.

DURATION. This agreement 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, CITY may consult with the other signatories to reconsider the terms of the agreement and amend it in accordance with Amendments and Noncompliance below.

POST-REVIEW DISCOVERIES. If potential historic properties are discovered or unanticipated effects on historic properties found, the CITY shall notify parties to the agreement and provide written findings for consideration.

MONITORING AND REPORTING. Each year following the execution of this agreement until it expires or is terminated, CITY shall provide all parties to this agreement 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 CITY's efforts to carry out the terms of this agreement. Failure to provide such summary report may be considered noncompliance with the terms of this Memorandum of Agreement (MOA) pursuant to Amendments and Noncompliance below.

DISPUTE RESOLUTION. Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, CITY shall consult with the objecting party(ies) to resolve the objection. If CITY determines, within 30 days, that such objection(s) cannot be resolved, CITY will:

A. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR Section 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise CITY on the resolution of the objection within 30 days. Any comment provided by the Council, and all comments from the parties to the MOA, will be taken into account by CITY in reaching a final decision regarding the dispute.

B. If the Council does not provide comments regarding the dispute within 30 days after receipt of adequate documentation, CITY may render a decision regarding the dispute. In reaching its decision, CITY will take into account all comments regarding the dispute from the parties to the MOA.

C. 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. CITY will notify all parties of its decision in writing before implementing that portion of the Undertaking subject to dispute under this stipulation. CITY's decision will be final.

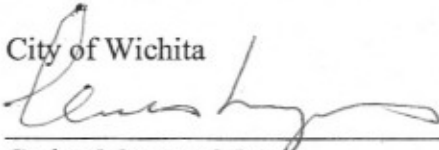
AMENDMENTS AND NONCOMPLIANCE. If either signatory to this MOA determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other party to develop an amendment to this MOA pursuant to 36 CFR §§800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by both original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Termination below.

TERMINATION. If an MOA is not amended following the consultation set out above, it may be terminated by either signatory. Within 30 days following termination, the CITY shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR §800.6(c)(1) or request the comments of the Council under 36 CFR §800.7(a) and proceed accordingly.

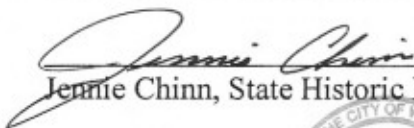
Execution of this Memorandum of Agreement by CITY and SHPO, the submission of documentation and filing of this Memorandum of Agreement with the Council pursuant to 36 CFR Section 800.6(b)(1)(iv) prior to CITY's approval of this undertaking, and implementation of its terms evidence that CITY has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

SIGNATORIES:

City of Wichita

 Date 12-13-05
Carlos Mayans, Mayor

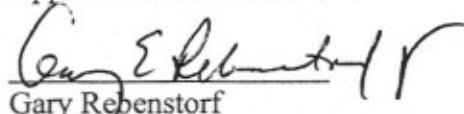
Kansas State Historic Preservation Officer

 Date 12/21/05
Jennie Chinn, State Historic Preservation Officer

Attest:

  Date 12-13-05
Karen Sublett, City Clerk

Approved as to Form:

 Date 11/18/05
Gary Rebenstorf
Director of Law