

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF CLEVELAND AND
THE OHIO HISTORIC PRESERVATION OFFICER
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36 CFR §800.6(a)**

WHEREAS, in accordance with 36 CFR §800, regulations implementing Section 106 of the National Historic Preservation Act [16 U.S.C. 470(f)], the City of Cleveland (City) entered into a Programmatic Agreement (PA), executed January 1999, with the Ohio Historic Preservation Officer (OHPO) and the Advisory Council on Historic Preservation (Council); and

WHEREAS, the City has determined that the proposed demolition of East Madison School located at 1130 Addison Road, Cleveland, Ohio 44103 will have an effect on a building eligible for listing in the National Register of Historic Places, and has consulted with the Ohio Historic Preservation Officer (OHPO) pursuant to Section IV-B of the aforementioned PA and 36 CFR §800.5(e) of the regulations in effect at the time that the PA was executed; and

WHEREAS, the City of Cleveland, in cooperation with the Cleveland Municipal School District, issued a Request for Proposal to solicit interest in the purchase and re-use of East Madison School; and

WHEREAS, the Cleveland Municipal School District leased the building to the Islamic Academy School of Arts and Sciences (Academy) for approximately twenty (20) months, and the Academy expressed no subsequent interest in purchasing East Madison School; and

WHEREAS, the City of Cleveland's Division of Building & Housing issued a condemnation notice on January 24, 2000; and

WHEREAS, the Cleveland Landmarks Commission issued a Certificate of Appropriateness for the proposed demolition at their public meeting held on July 13, 2000; and

NOW, THEREFORE, the City and the OHPO 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:

The City will ensure the implementation of the following measures:

- A. Prior to demolition, the East Madison School will be documented under the supervision of Qualified Staff, as defined in the PA, according to the standards below. When the documentation package has been completed and the Qualified Staff has approved it, it must be submitted by the City to OHPO for final approval. Final approval of all documentation must be granted prior to the initiation of demolition. However, asbestos abatement may

commence after the documentation package is completed and approved by the Qualified Staff, but before SHPO final approval.

B. Documentation Standards

The school building will be documented to the following standards. The documentation package shall be added to the Ohio Historic Building Inventory. A second copy shall be offered to the Cleveland Landmarks Commission and will be provided on their request.

1. A detailed Ohio Historic Inventory (OHI) form will be completed for the building. If a recent OHI already exists, new information may be added to continuation sheets. All new pages will be identified with the correct OHI reference number and the full address of the building. Additional information will be organized using the appropriate categories, as shown on the OHI form. All materials submitted shall be printed on archival paper.
2. A series of black and white, large format photographs will be taken of all exterior facades. The building interior shall be documented with 35-mm black and white photographs; only representative photographs of the interior spaces need be included. Any unusual architectural features should be individually photographed. All negatives will be included with the documentation packages. Any available historic images of these buildings shall be reproduced for inclusion in the documentation package or referenced bibliographically.
3. A brief history of the building will be written. This history shall include information that places the building within a historic context relative to other similar buildings. This history shall also include a chain of title, construction date and architect's name, if available, and information regarding current and past uses of the building. Research shall reference early City Directories and histories, if pertinent. Information on the building's relationship to the surrounding neighborhood shall also be included. In completing this stipulation, you may draw on the draft National Register Nomination prepared for the building in 1996, but efforts should be made to confirm the facts contained in that document and seek additional information, where available.
4. A brief architectural description of the building will be included, describing building materials, overall dimensions and architectural features of the buildings. Any building alterations that have occurred should be clearly described in the documentation package.
5. A site plan, elevation and basic floor plan will be drawn for the building. These may be sketch plans drawn to scale or line drawings. They can be freehand or hard-line, on archival paper or Mylar. Identifying information, north arrow, scale of drawings, and the date the sketches were drawn are required. If original drawings exist, they may be duplicated to help meet this stipulation.
6. Any original drawings, specifications, or records pertaining specifically to this building shall be identified as to their location and referenced bibliographically in this package. Should these materials no longer be useful to their current owners, efforts shall be made to curate them in an appropriate location, such as the Cleveland Landmarks Commission, the Western Reserve Historical Society, or the Ohio Historical Society.

C. Architectural Salvage

The City may elect to salvage architectural elements from this building for reuse or to be incorporated into a new building at this site, should a new building be proposed for construction. OHPO shall review and provide comments on a salvage plan upon request from the City.

D. Dispute Resolution & Amendments

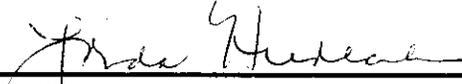
1. Should any party to this MOA object to any action or work carried out under the terms of this agreement, or propose that the MOA should be amended, they shall provide written notice to the other parties explaining the basis for the objection or proposed amendment. The parties shall be provided with at least 30 days to consult in order to consider such objections or amendments. The City's responsibility to carry out stipulations of the MOA that are unrelated to the dispute shall remain unchanged.
2. Should consultation fail to resolve the objection, the objecting party may terminate the MOA by providing 30 day written notice to the other parties, provided that the parties will consult during that period prior to termination to seek agreement on amendments or other actions that would avoid termination.
3. Any amendments shall be developed and executed between the signatories in the same manner as this MOA.
4. Should the MOA be terminated, the City shall either execute another MOA or request the comments of the Council pursuant to 36 CFR §800.5.
5. At any time during implementation of the measures stipulated in this agreement, should an objection to any such measure or the manner of its implementation be raised by a member of the public, the City shall take the objection into account and consult as needed with the objecting party or OHPO to resolve the objection.

E. Duration

If the undertaking has not been implemented within three years of the execution of this MOA, then this MOA shall be considered null and void. If, after that time, the City elects to continue with the demolition, the City shall notify all parties to this Agreement and may re-initiate consultation, in accordance with 36 CFR §800.5. If the parties agree that the MOA should be extended, any extension shall be developed and executed among the City, the Ohio SHPO and the Council in the same manner as this MOA.

Execution of this Memorandum of Agreement by the City and the OHPO, its subsequent acceptance by the Council, and the implementation of its terms, evidence that the City has afforded the Council an opportunity to comment on the undertaking and its effects on historic properties, and that the City has taken into account the effects of the undertaking on historic properties.

CITY OF CLEVELAND



Linda Hudecek, Director
Department of Community Development

1/16/01

Date

OHIO HISTORIC PRESERVATION OFFICE



Mark J. Epstein

2/9/01

Date

ACCEPTED FOR:

ADVISORY COUNCIL ON HISTORIC PRESERVATION



3/28/01

Date