

**MEMORANDUM OF AGREEMENT
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
PURSUANT TO 36 CFR 88.6(A)**

WHEREAS, the City of Wheeling, West Virginia (City) has determined that the proposed demolition will have an effect upon the property located at 3726 McColloch Street, which is considered eligible for listing in the National Register of Historic Places as part of a potential historic district., and has consulted with the West Virginia State Historic Preservation Officer (WV-SHPO) pursuant to 36 CFR Part 800 regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f); and

NOW, THEREFORE, the City and the WV-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.

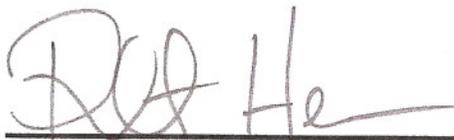
STIPULATIONS

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

1. Prior to demolition the subject property will be documented under the supervision of a consultant qualified under 36 CFR 61 according to the following standards. The West Virginia State Historic Inventory Form will be completed for each structure with additional information prepared in outline form to be added to the Form. All documentation must be approved by the WV-SHPO prior to the initiation of demolition.
2. A series of black and white 5 x 7 photographs will be taken of all exterior facades and any significant interior spaces of the houses (Interior if available). A 35 mm camera is acceptable. Negatives will be included with the documentation package. Any available historic image shall be reproduced for inclusion or referenced by source per agreement with the WV-SHPO.
3. A brief history of the houses will be written. This will include a chain of title, construction date, if possible, architect's name, if known, and any information regarding use and alterations. Research shall reference early City Directories and histories, if pertinent. Any information of the structure's relationship to the surrounding neighborhood shall be researched also.

4. A brief architectural description will be included describing materials, overall dimensions and features of the buildings.
5. A site plan and outside building dimensions will be drawn. These may be sketch plans drawn to scale: Line drawings no larger than 8 1/2" x 14" in size. They can be freehand or hardline, on a blank sheet of archival paper or mylar. Labels, north arrow, overall dimensions and the date of the sketches were drawn are required.
6. Sources of information will be documented; locations of historic images, interviews and bibliography. Preparer of information should be identified also.
7. If the City of Wheeling becomes the owner of the property, future activity on this site shall be compatible with the historic and architectural characteristics of the property and will be responsive to the recommended approaches for new infill as discussed in the Secretary of Interior's Standards for Rehabilitation. The City will insure that the elevations and plans for the new construction are provided for WVSHPO review and comment. Should the WVSHPO object to either, the City will consult with the WVSHPO to address any concerns. The WVSHPO will provide written comments within 30 days. Final plans and specifications will be provided to the WVSHPO to confirm adherence to the Standards.
8. Should the SHPO object within 30 days to any actions proposed pursuant to this agreement, the City shall consult with the SHPO to resolve the objection. If the City determines that the objection cannot be resolved, the City shall forward all relevant documentation relevant to the dispute and request the comments of the Advisory Council on Historic Preservation. Within 30 days of receipt of all pertinent documentation, the Council will provide recommendations that will be taken into account by the City with reference only to the subject of the dispute. The City's responsibility to carry out all actions under this agreement that are not the subject of the dispute will remain unchanged.

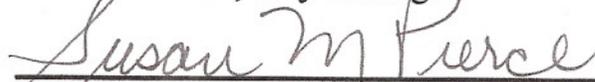
Execution of the Memorandum of Agreement by the City and the WV-SHPO, evidence that the City has afforded the Council an opportunity to comment on the demolition and its effects on historic properties, and that the City has taken into account the effects of the undertaking on historic properties.



Robert Herron, City Manager

10-18-04

Date



State Historic Preservation Officer

11/8/04

Date