

## MEMORANDUM OF AGREEMENT

CITY OF MARYSVILLE &  
CALIFORNIA STATE HISTORIC PRESERVATION OFFICER  
FOR THE

**WICKS-WERLEY HOUSE REHABILITATION**  
221-227 THIRD STREET, MARYSVILLE, CALIFORNIA  
(APN 010-244021)

**WHEREAS**, the City of Marysville (City) determined that the rehabilitation of the Wicks-Werley House, 221-227 Third Street, Marysville, California (undertaking) will have a positive effect on the property. The property appears to be eligible for listing on the National Register of Historic Places. It is also classified as a 'contributor' to the Marysville Historic Commercial District, a district listed in the National Register. The City has consulted with the California 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. § 470f); and

**WHEREAS**, on March 27, 2002, the Marysville Planning and Historic Preservation Commission approved, with conditions, the historic building rehabilitation and affordable housing project via Use Permit 2002-10, Variance 2002-01, and Design Review, and

**WHEREAS**, the City, through Title 1 of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.)-- Community Development Block Grant Program will assist (after City Council approval) in the undertaking; and

**WHEREAS**, the City of Marysville is a Certified Local Government pursuant to Section 101 of the National Historic Preservation Act and its implementing regulations found at 36 CFR Part 61; and

**WHEREAS**, New Millennium Family Limited Partnership, owner of the Wicks-Werley House, has participated in the consultation and has been invited to concur in this Memorandum of Agreement (Agreement);

**NOW, THEREFORE**, the City and the California 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 ensure that the following measures are carried out:

1. The City shall ensure that the design of the undertaking is compatible with the historic and architectural qualities of the Wicks-Werley House and is consistent with the recommended approaches for rehabilitation set forth in *The Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Standards)* (U. S. Department of the Interior, National Park Service, 1983, rev. 1990), and that the design and specifications for the project are developed in consultation with the SHPO and submitted to the SHPO for approval. If New Millennium Family Limited Partnership, the property owner, applies for Part 2 Certification of the investment tax credit program pursuant to § 48(g) of the Internal Revenue Code of 1986 (IRC) for the undertaking, and implements the provisions of stipulation 2, below, consultation with the SHPO about the design and specifications, pursuant to this stipulation, shall not be required.
2. The City shall notify the SHPO as soon as practicable if New Millennium Family Limited Partnership applies for investment tax credits pursuant to the IRC. If New Millennium Family Limited Partnership applies to the National Park Service (NPS) for Part 1 Certification and is denied certification, then no further review of the plans and specifications for the rehabilitation of the subject property will be required under this Agreement.

For purposes of this Agreement, the review of the rehabilitation plans and specifications shall be undertaken within the context of the IRC if New Millennium Family Limited Partnership submits a Part 2 Certification to the NPS. If the rehabilitation project receives Part 2 Certification without conditions from the NPS it shall be deemed to conform to the *Standards* and will require no further review under this Agreement. The City shall ensure that the SHPO will be provided with a copy of the notice of the Part 2 Certification. If the Part 2 Certification is approved with conditions, the City shall ensure that the project documents are modified to comply with the conditions. The City shall provide the modified plans to the SHPO for review. If the SHPO agrees that the modified plans satisfy the Part 2 conditions, the rehabilitation project will require no further review under this Agreement. If New Millennium Family Limited Partnership is denied Part 2 Certification or is unwilling to modify the plans to comply with any conditions for certification, the City shall initiate consultation with the SHPO pursuant to 36 CFR §§ 800.6(b)(2) and 800.7, as appropriate.

3. Plans and specifications shall be forwarded to the City's Planning and Historic Preservation Commission for their review and comment. Copies of

their comments shall be forwarded to the SHPO within thirty days of receipt.

4. If the City is unable to develop a design that is compatible with the *Standards*, and prior to the alteration of the Wicks-Werley House, the City shall contact the SHPO to determine the level and kind of recordation that is required for the property. Unless otherwise agreed to by the SHPO, the City shall ensure that all documentation is completed and accepted by the SHPO prior to the alteration, and that copies of this documentation are made available to the SHPO and to the Yuba County Library.
5. The City will require that the work described in stipulation 4, above, will be carried out by or under the direct supervision of a person(s) who meets the appropriate Professional Qualifications Standards outlined in *Archeology and Historic Preservation* (48 Federal Register 44738-39).
6. Should any signatory object at any time to the matter in which the terms of this Agreement are implemented, the City shall consult with the objecting party (ies) to resolve the objection. If the City determines within fifteen days of receipt that such objection(s) cannot be resolved, the City will forward all documentation relevant to the dispute to the Advisory Council on Historic Preservation (Council) in accordance with 36 CFR § 800.2(b)(2). The City in reaching a final decision regarding the dispute shall take any Council comment provided into account. The City's responsibility to carry out all other actions under this Agreement that are not the subjects of the dispute will remain unchanged.
7. At any time during implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised in writing by a member of the public, the City shall take the objection into account and consult, as needed, with the objecting party and the SHPO, as needed, for a period of time not to exceed fifteen days. If the City is unable to resolve the conflict, the City will forward all documentation relevant to the dispute to the Council, following the terms outlined in stipulation 6, above.
8. The City shall notify the SHPO as soon as practicable if it appears that any action covered by this Agreement will affect a previously unidentified property that may be eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The City shall stop construction in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the property and proceed pursuant to 36 CFR § 800.13(b).
9. If any signatory believes that the terms of this Agreement cannot be carried out, or that an amendment to its terms should be made, that

signatory shall immediately consult with the other parties to develop amendments pursuant to 36 CFR §§ 800.6(c)(7) and 800.6 (c)(8). If this Agreement is not amended as provided for in this stipulation, any signatory may terminate it, whereupon the City shall proceed in accordance with 36 CFR § 800.6(c)(8).

10. If either the terms of this Agreement or the undertaking have not been carried out within five years following the date of execution of the Agreement, the signatories shall reconsider its terms. If the signatories agree to amend the Agreement, they shall proceed in accordance with the amendment process referenced in stipulation 10, above.

Execution and implementation of this Agreement evidences that the City has afforded the Council a reasonable opportunity to comment on the undertaking and its effects on historic properties, that the City has taken into account the effects of the undertaking on historic properties, and that the City has satisfied its responsibilities under Section 106 of the National Historic Preservation Act and applicable implementing regulations.

**CITY OF MARYSVILLE**

By: [Signature] Date: 5-21-02  
Name: Steve Casey  
Title: City Administrator

**CALIFORNIA STATE HISTORIC PRESERVATION OFFICER**

By: [Signature] Date: 6/17/02  
Name: Dr. Knox Mellon  
Title: State Historic Preservation Officer

**Concur:  
NEW MILLENNIUM FAMILY LIMITED PARTERSHIP**

By: [Signature] Date: 5-9-2002  
Name: Jason Allen

**CITY OF MARYSVILLE PLANNING AND HISTORIC PRESERVATION COMMISSION**

By: [Signature] Date: 5-21-02  
Name: James Harris  
Title: Chairman