

**MEMORANDUM OF AGREEMENT BETWEEN  
CITY OF RENO,  
VINTAGE AT THE CROSSINGS, LP  
AND  
NEVADA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE NEW CONSTRUCTION OF VINTAGE AT THE CROSSINGS  
A 230 UNIT MULTI-FAMILY HOUSING PROJECT LOCATED AT  
11565 OLD VIRGINIA ROAD, RENO, NEVADA**

**THIS MEMORANDUM OF AGREEMENT ("MOA")** is made and entered into this 29<sup>th</sup> day of June 2016, by and between the City of Reno, ("Agency") on behalf of the U.S. Department of Housing and Urban Development, Vintage at The Crossings, LP ("Owner"), and the Nevada State Historic Preservation Officer ("SHPO").

**RECITALS:**

**WHEREAS**, Agency is responsible for Section 106 of the National Historic Preservation Act compliance for the development of the certain real property located at 11565 Old Virginia Road within the Area of Potential Effect ("APE") on the map attached as Exhibit A; and

**WHEREAS**, Agency has determined that the new construction of 230 units of multi-family housing on APNs 161-060-31 and 160-060-32 ("Undertaking") on a site adjacent to three historic resources potentially eligible for inclusion in the National Register of Historic Places (NRHP) will have an adverse effect on historic properties; and

**WHEREAS**, Agency has consulted with SHPO pursuant to 36 CFR Part 800, the federal regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108); and

**WHEREAS**, in accordance with 36 C.F.R. § 800.6(a)(1), Agency has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination providing the specified documentation, and the ACHP has chosen not to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

**WHEREAS**, Owner has agreed, as a condition of its HOME funding, to comply with findings determined through the Agency's 24 CFR Part 58 review, of which Agency's Section 106 consultation is part and has been invited to be an Signatory to this MOA; and

**NOW, THEREFORE**, Agency, Owner, 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 said Undertaking on historic properties.

## I. DOCUMENTATION

### A. Neighborhood Photographs

1. Owner will take color digital photographs documenting the viewshed surrounding the Undertaking prior to the initiation of any ground-disturbing activities associated with this Undertaking, to include the following:
  - a. A series of images documenting the view toward the proposed Undertaking from the historic resources located at 12000 Old Virginia Road, 11900 S. Virginia Street, and 12000 S. Virginia Street to illustrate the current views. The viewshed photographs will be taken to the fullest extent possible given available observation points, property access, owner permission, and safety concerns.
  - b. A series of images documenting the view from the proposed Undertaking toward the historic resources located at 12000 Old Virginia Road, 11900 S. Virginia Street, and 12000 S. Virginia Street and from the rights of way (both up and down the streets).
  - c. Photos of the below listed historic resources showing the historic resources and any accessory structures in context:
    - i. 12000 S. Virginia Street (1938), APN 160-060-01; and
    - ii. 11900 S. Virginia Street (1958), APN 161-060-25; and
    - iii. 12000 Old Virginia Road (1939) APN 160-791-02.
2. Owner will hire a Secretary of the Interior-qualified archaeologist to inventory the proposed Direct APE and submit an inventory report to Agency and the SHPO prior to the initiation of any ground-disturbing activities associated with this Undertaking.

### B. Agency Submission of Photos and Archaeological Inventory Summary

1. Owner, through Agency, will submit the digital color photographs described in Stipulation I.A.1.a-c and the archaeological inventory described in Stipulation I.A.2 to the SHPO for review and comment. The SHPO will review the documentation for completeness within two (2) working days of receipt. The SHPO will send comments to Agency for action, if needed. Agency will transmit any comment to Owner. Owner will submit all amended documents to the Agency and the SHPO for review.

2. Upon SHPO acceptance of the documentation described in Stipulation I.A.1.a-c and I.A.2, Agency may initiate any part of the Undertaking.

### C. Recordation of Historic Resources

1. Owner will hire an architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61 Appendix A) (hereinafter referred to as "the contractor") to complete a cultural resources inventory of all buildings and structures found within the APN described in Stipulation I.A.1.c above. The contractor shall prepare a draft inventory report that shall include:
  - a. Historical and architectural contexts appropriate for each resource and the neighborhood recorded.
  - b. Photographs of all possible elevations of all buildings and structures given available viewshed, property access, owner permission, and safety concerns. Interior photos are not required. A photo log shall accompany these photographs and site plan detailing the date the photo was taken, its orientation, the name of the photographer, and the photo number.
  - c. Completed SHPO Architectural Resource Assessment (ARA) forms for all buildings and structures.
2. Agency shall provide a draft report containing the required elements described in Stipulation I.C.1.a-b above to the SHPO within twelve months of the execution of this MOA.
3. The SHPO shall review the draft report and provide comments back to Agency. Agency shall transmit comments to Owner. If the SHPO does not respond within 30 days of their receipt of the document, Agency can assume concurrence with the adequacy of the report and finalize.
4. Agency, in consultation with Owner, shall make any SHPO requested changes to the report and return the amended report to the SHPO within 60 days of Agency receipt of SHPO comments.
5. Agency shall submit a copy of the final report to 1) the SHPO; 2) the Nevada Historical Society in Reno; and 3) the Historical Resources Commission of Reno.

## II. DURATION

This MOA will expire if its stipulations are not carried out within five (5) years from the date of its execution. At such time, and prior to work continuing on the undertaking,

Agency shall either (a) execute a MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7. Prior to such time, Agency may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation V below.

### **III. MONITORING AND POST-REVIEW DISCOVERIES**

- A. Owner will hire an archaeologist meeting the Secretary of the Interior Professional Qualifications Standards for Archaeology to monitor the clearing, debris removal, and rough grading of the site including any trenching for utilities or other subsurface excavations.
- B. If potential historic properties are discovered or unanticipated effects on historic properties found, Agency shall implement the process found in 36 C.F.R. § 800.13.b - c.

### **IV. DISPUTE RESOLUTION**

Should any signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, Agency shall consult with such party to resolve the objection. If Agency determines that such objection cannot be resolved, Agency will:

- A. Forward all documentation relevant to the dispute, including the Agency's proposed resolution, to the ACHP. The ACHP shall provide Agency with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, Agency shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories and provide them with a copy of this written response. Agency will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day period; Agency may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Agency shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.
- C. Agency's responsibilities to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

## V. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all Signatories. The amendment will be effective on the date a copy signed by all of the Signatories is filed with the ACHP.

## VI. TERMINATION

If any Signatory or Invited Signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation V, above. If within thirty (30) days an amendment cannot be reached, any Signatory may terminate the MOA upon written notification to the other Signatory or Invited Signatory.

Once the MOA is terminated, and prior to work continuing on the undertaking, Agency must either (a) execute an MOA pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. Agency shall notify the signatories as to the course of action it will pursue.

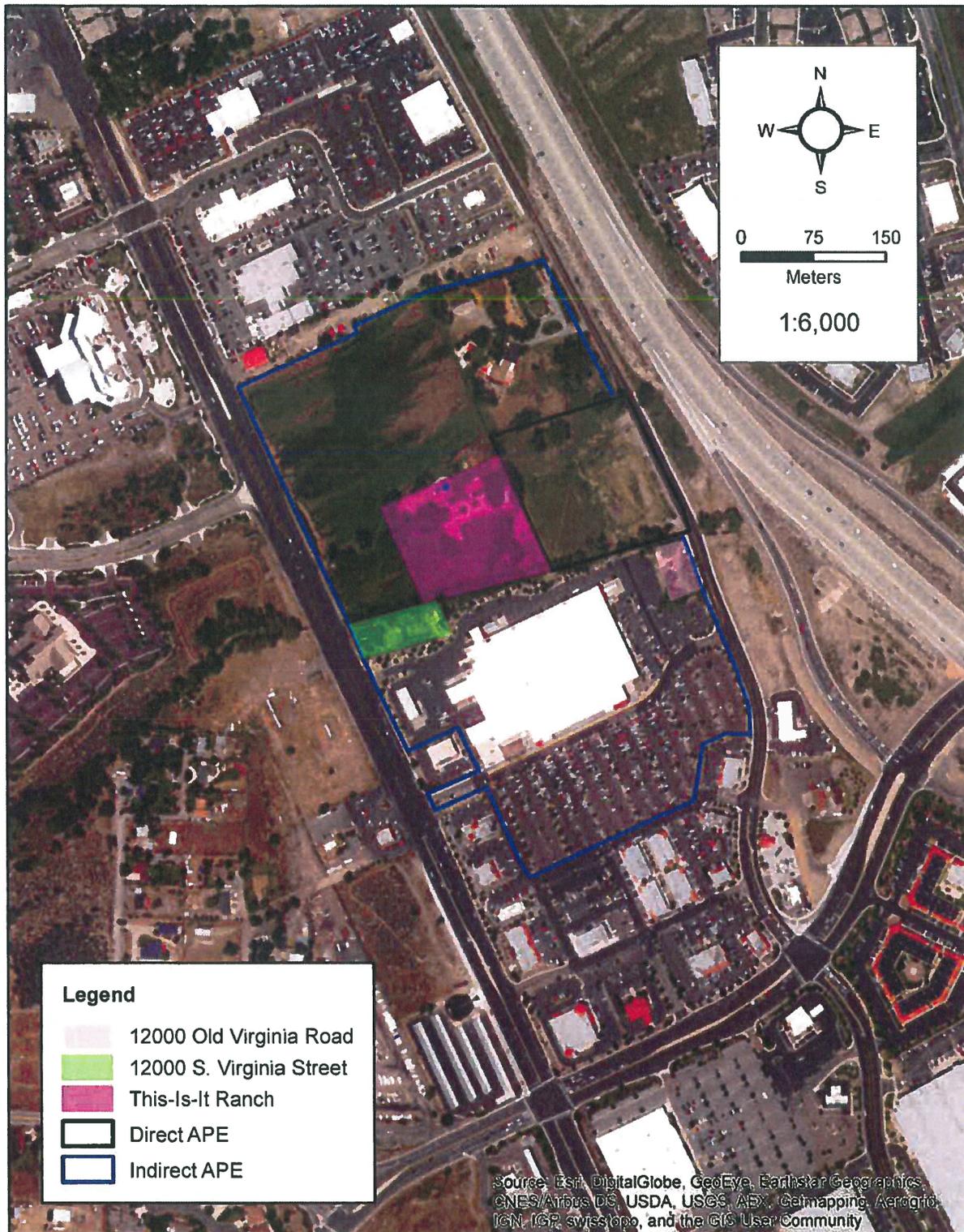
## VII. MUTUAL REPRESENTATIONS AND WARRANTIES

A. Agency, Owner, and the SHPO and each person executing this MOA on behalf of the Agency represents and warrants to each other that:

1. All parties have requisite power and authority to enter into and perform their obligations under this MOA; and
2. The person signing this MOA on each party's behalf have been duly authorized to execute and deliver this MOA and to legally bind that party to the terms and conditions of this MOA; and
3. The execution and performance of this MOA by the parties does not violate any provision of any other agreement in which the Agency, Owner, or the SHPO is a party.
4. This MOA may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement

**EXECUTION** of this MOA by the Agency, Owner, and the SHPO and implementation of its terms evidence that Agency has taken into account the effects of this Undertaking on historic properties, and that Agency has afforded ACHP with an opportunity to comment.

**Exhibit A  
Aerial Map of APE  
(attached behind this sheet)**



Appendix A: Indirect APE Viewshed Photodocumentation  
 Base Map: World Imagery Provided by ESRI Online  
 T.18N, R.20E., Section 17, Datum (NAD 83, meters)  
 Project: A Cultural Resources Inventory of Two Parcels  
 Totaling 5.45 Acres for the Vintage at Virginia Apartments,  
 Reno, Nevada (KEC-1021)



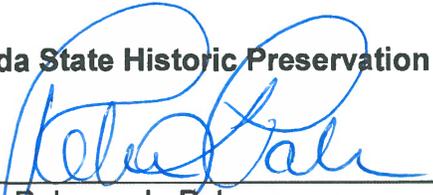
**Signatories**

**City of Reno**

By:   
Andrew K. Clinger  
City Manager

Date: 7/29/16

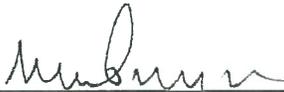
**Nevada State Historic Preservation Officer**

By:   
Rebecca L. Palmer  
State Historic Preservation Officer

Date: 7/29/16

**Invited Signatory**

**Vintage at The Crossings, LP**



Date: 07/29/2016

By: Vintage at The Crossings Partners, LLC, its General Partner

By: Michael K. Gancar, Manager