

**MEMORANDUM OF AGREEMENT BETWEEN  
CITY OF RENO  
AND  
NEVADA STATE HISTORIC PRESERVATION OFFICER  
REGARDING THE NEW CONSTRUCTION OF 45 UNITS OF MULTI-FAMILY  
HOUSING LOCATED AT 618 4<sup>th</sup> STREET, SPARKS, NEVADA,**

**THIS MEMORANDUM OF AGREEMENT** ("MOA") is made and entered into this 9<sup>th</sup> day of December 2013, by and between the City of Reno, ("Agency"), and the Nevada State Historic Preservation Officer ("SHPO").

**RECITALS:**

**WHEREAS**, Agency is responsible for the Section 106 of the National Historic Preservation Act compliance for the development of the certain real property bounded by 4<sup>TH</sup> Street to the West, Prater Way to the North and Lincoln Way to the South within the Area of Potential Effect ("APE") on the map attached as Exhibit A; and

**WHEREAS**, Agency has determined that the demolition of a 1917 building that is potentially eligible for inclusion in the National Register of Historic Places (NRHP) located on the site of proposed new construction of 45 units of multi-family housing at APN 033-253-07 ("Undertaking") will have an adverse effect on an 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 (16 U.S. C. 401); 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

**NOW, THEREFORE**, Agency and 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. Prior to the initiation of any ground-disturbing activities associated with this Undertaking, Agency will take color digital photographs of viewshed surrounding the Undertaking to include the following:
  - a. A series of images documenting the view toward the proposed Undertaking from all adjoining streets to illustrate the current views

within the neighborhood (both up and down the streets and toward the project).

- b. Images of all four sides of all buildings and structures at 618 4<sup>th</sup> Street.
- c. Photos showing the buildings and structures at 618 4<sup>th</sup> Street in context.
- d. Photographs of all buildings and structures within the block bounded by Fourth Street, Prater Way, Marian Way and D Street including, but not limited to:
  1. Dillworth Middle School (1960), APN 033-253-05; and
  2. Building (1980), APN 033-253-02; and
  3. Post Office (1976) 033-253-04; and
  4. Poulakidas Park 033-251-09; and
  5. Lincoln Park School (1957), APN 033-251-03; and
  6. Ranch Complex (1917), APN 033-253-07.

**B. Fieldwork for Architectural Recordation at APN 033-253-07**

1. Prior to the demolition of any building or structure in APN 033-253-07, Agency 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 inventory all buildings and structures in APN 033-253-07.
2. The contractor will complete all necessary fieldwork associated with the inventory and recordation of all buildings and structures in APN 033-253-07.
3. The contractor will prepare a fieldwork summary describing the completion of all necessary fieldwork for APN 033-252-07 required for the preparation of the draft report identified in Stipulation I.D.1 below.

**C. Agency Submission of Photos and Fieldwork Summary**

1. Agency will submit the digital color photographs described in Stipulation I.A.1.a-d and the fieldwork summary described in Stipulation I.B.3 to SHPO for review and comment within 30 days of the execution of this MOA. Upon receipt, SHPO will review the documentation for completeness with 15 days. SHPO will send comments to Agency for action, if needed. Agency will submit any required changes to the SHPO.
2. Upon SHPO acceptance of the documentation described in Stipulation I.A.1.a-d and the fieldwork summary described in Stipulation I.B.3, Agency may initiate any part of the undertaking.

**D. Recordation of Historic Properties**

1. Agency will hire the contractor to complete an inventory of all buildings and structures found within the block described in Stipulation I.A.1.d above. The draft inventory report shall include:
  - a. An historic context appropriate for the resources and the neighborhood recorded.
  - b. Completed SHPO Architectural Resource Assessment (ARA) forms for all buildings and structures.
2. Agency shall ensure that a draft report containing the required elements described in Stipulation I.D.1.a-b above will be provided to SHPO within eight months of the execution of this MOA.
3. SHPO shall review the draft report and provide comments back to Agency. If SHPO does not respond within 30 days of their receipt of the document, Agency can assume concurrence with the adequacy of the report.
4. Agency shall make any SHPO requested changes to the report and return the final report to SHPO within 60 days of Agency receipt of SHPO comments.

## **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. POST-REVIEW DISCOVERIES**

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 time 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 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 signatories.

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 and 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;
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;
3. The execution and performance of this MOA by the parties does not violate any provision of any other agreement in which the Agency or SHPO is a party.

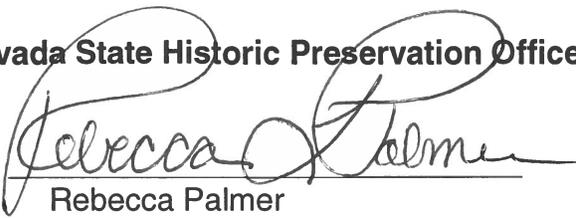
**EXECUTION** of this MOA by the Agency and SHPO and implementation of its terms evidence that Agency has taken into account the effects of this Undertaking on historic properties, and that Agency has afforded both SHPO and the ACHP an opportunity to comment.

**City of Reno**

By:   
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Andrew K. Clinger  
City Manager

Date: 12/6/13

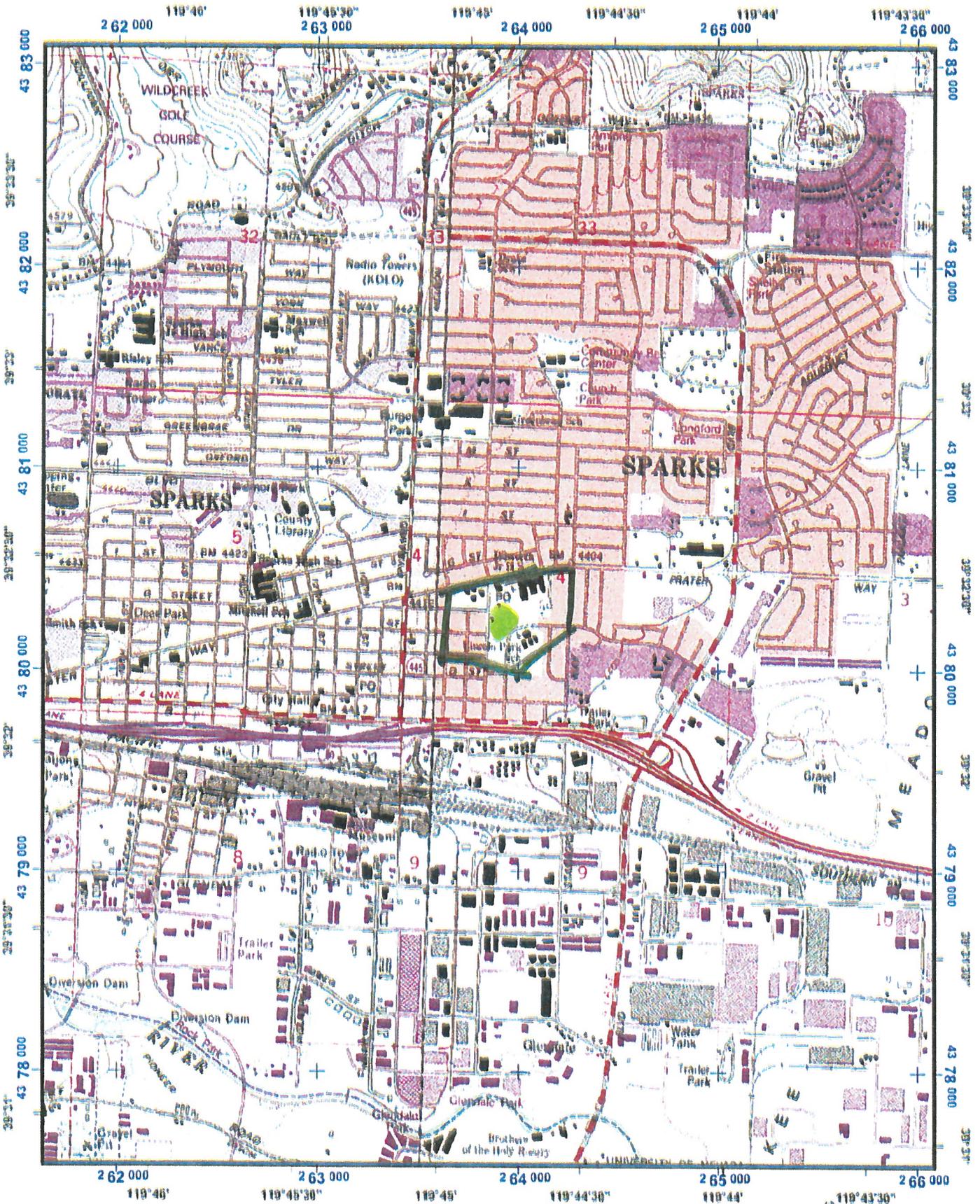
**Nevada State Historic Preservation Officer**

By:   
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Rebecca Palmer  
State Historic Preservation Officer

Date: 12/9/13

Exhibit A  
Aerial Map of APE

EXHIBIT A



Universal Transverse Mercator (UTM) Projection Zone 11  
 North American Datum of 1983  
 1000 meter UTM / USNG / MGRS  
 Grid Zone Designation 11S  
 100,000 m Squares KD

1:24000 scale



Magnetic declination of 141° at center of map on March 17, 2011



APE =

