

**MEMORANDUM OF AGREEMENT  
BETWEEN  
CITY OF RENO  
AND THE  
NEVADA STATE HISTORIC OFFICER  
REGARDING THE  
SUTRO STREET APARTMENTS PROJECT  
CONSTRUCTION OF 44 UNITS OF SENIOR HOUSING LOCATED AT  
1225 HILLBORO AVENUE, RENO, WASHOE COUNTY, NV**

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) has designated the City of Reno, Nevada as the responsible entity for the Sutro Street Senior Apartments Project (the undertaking); according to Section 104(g) (42 U.S.C. 5304(g), the project is thereby an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. § 300101 et seq., hereinafter, NHPA) and its implementing regulations 36 CFR Part 800; and

WHEREAS, the City of Reno has defined the direct Area of Potential Effects (APE) for the undertaking as a 1.68-acre area that encompasses five parcels within the city of Reno, Washoe County, Nevada (APN 008-490-20, 21, 22, 23, and 24) and the indirect (visual, audible, and atmospheric) effect APE as the area bounded by Castle Way to the north, a line approximately 0.1 miles east of Sutro Street to the east, Carville Drive to the south, and the Reno Livestock Events Center to the west (Attachment A) ; and

WHEREAS, the City of Reno, in consultation with the Nevada State Historic Preservation Officer (SHPO), has determined that the undertaking will have an adverse effect on the former Faith Deliverance Church building (B17310), located at 1202 Hillboro Avenue (APN 008-490-20), which is eligible for listing in the National Register of Historic Places (NRHP) under the Secretary's Significance Criterion B and Criteria Considerations A and G for its association with Reverend Willie J. Wynn between 1966 and 1985; and

WHEREAS, the City of Reno sent certified letters containing a description of the undertaking to the following Tribal Organizations: Confederated Tribes of the Warm Springs Reservation of Oregon; Paiute-Shoshone Tribe of the Fallon Reservation and Colony, Nevada; Reno-Sparks Indian Colony, Nevada; Walker River Paiute Tribe of the Walker River Reservation, Nevada; Washoe Tribe of Nevada and California; Pyramid Lake Paiute Tribe of the Pyramid Lake Reservation, Nevada; Fort McDermitt Paiute and Shoshone Tribes of the Fort McDermitt Indian Reservation, Nevada and Oregon; Yerington Paiute Tribe of the Yerington Colony & Campbell Ranch, Nevada, and not received a response as of September 12, 2018; and

WHEREAS in accordance with 36 CFR § 800.16(f) and § 800.2(d), the City of Reno has consulted with the community of Reno regarding the effects of the undertaking on historic properties, and has received no response as of September 12, 2018; and

WHEREAS the City of Reno and the SHPO have invited the Housing Authority of the City of

Reno, or Reno Housing Authority (RHA) to participate as an Invited Signatory; and

WHEREAS the City of Reno and the SHPO have invited Bishop William John Wynn, son of the late Reverend Willie J. Wynn, to participate as an Invited Signatory; and

WHEREAS in accordance with 36 CFR § 800.6(a)(1), the City of Reno has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination providing the specific documentation, and the ACHP has chosen not to participate in consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the City of Reno and the SHPO agree that said undertaking shall be implemented in accordance with the following stipulations, in order to take into account the effects on the undertaking on historic properties.

## **STIPULATIONS:**

### **I. MITIGATION FOR ADVERSE EFFECTS TO HISTORIC PROPERTIES**

#### **A. BUILDING DOCUMENTATION OF THE FORMER FAITH DELIVERANCE CHURCH BUILDING (B17310)**

- 1) The City of Reno shall complete building documentation of this property prior to the demolition of this building. The documentation will include the following:
  - i. Color digital images of exterior and interior views of the resource will be taken in accordance with the National Park Service's Photo Policy for "Best" practices as outlined in their document: [https://www.nps.gov/nr/publications/guidance/photo\\_policy\\_final.pdf](https://www.nps.gov/nr/publications/guidance/photo_policy_final.pdf). Photos will be keyed to an aerial photo or site plan.
  - ii. Color digital images shall include exterior and interior views of B17310. All elevations of the building must be recorded to the greatest extent possible, (dependent on vegetation and access) including the following views:
    - a) the front and one side; and
    - b) the rear and one side; and
    - c) the front elevation; and
    - d) environmental view showing the building as part of its larger landscape; and
    - e) major elements of the building, including doors, windows, additions, etc.; and
    - f) details, such as materials and hardware; and

- g) interior photographs, which should yield information about the floor plan. Three or four views should be sufficient to document the significant elements of the interior.
  - iii. Sketch plan of the building that indicates interior layout.
  - iv. Photo log describing each view with the file name, direction of view, and description of view.
  - v. Copies of any historic photos or drawings, if available.
- 2) The City of Reno will submit draft digital images of the photographic documentation to the SHPO for review and comment. The SHPO will review the photographs within fifteen (15) calendar days of receipt. The SHPO will send its comments to the City of Reno for action, if needed. The SHPO must approve the draft photo documentation prior to the start of any demolition or ground disturbance.
  - 3) The City of Reno will submit any required changes to the SHPO for a fifteen (15) calendar day review.
  - 4) Upon the SHPO's acceptance of the draft digital images, the City of Reno may initiate any part of the undertaking.
  - 5) After the SHPO has accepted the digital copies of the photographic documentation, the City of Reno will produce photos as 5-inch x 7-inch prints at 600 dpi on archival paper. The digital images will be saved on an archival CD per NPS Photo Policy for "Best" practices (Stipulation I.A.1.ii above).
  - 6) The City of Reno shall submit one copy of the archival photos and one copy of the CD to the SHPO within six (6) months of SHPO approval per Stipulation I.A.4 above.

#### B. COMMEMORATION FOR REVEREND WILLIE J. WYNN

- 1) The City of Reno shall initiate the planning process for materials to commemorate Reverend Willie J. Wynn within 30 days of execution of this MOA. The City of Reno, the RHA, and the SHPO shall meet to determine the nature of the commemoration. The City of Reno will consult with the Signatories and Invited Signatories for input on the content and design of the commemoration.
- 2) The City of Reno will forward information regarding the proposed design including the content, the size, and the materials to the SHPO and Invited Signatories for a thirty (30) day review and comment period.

- 3) The City of Reno will address all comments from the SHPO and Invited Signatories when it finalizes the design.
- 4) The City of Reno will be responsible for the fabrication of the commemorative materials. The City of Reno will complete commemorative materials within six (6) months following the completion of the undertaking.
- 5) The City of Reno will notify the SHPO when the commemorative materials have been completed.

## II. DURATION

This Memorandum of Agreement (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, the City of Reno shall either (a) execute a 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. Prior to such time, the City of Reno may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation VI below. The City of Reno shall notify the SHPO as to the course of action it will pursue.

## III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the City of Reno shall implement the process found in 36 CFR § 800.13.b-c.

## IV. DISPUTE RESOLUTION

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

- A. Forward all documentation relevant to the dispute, including the City of Reno's proposed resolution, to the ACHP. The ACHP shall provide the City of Reno 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, the City of Reno shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, the SHPO, and the Invited Signatories and provide them with a copy of this written response. The City of Reno 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, the City of Reno may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City of Reno shall prepare a

written response that takes into account any timely comments regarding the dispute from the SHPO and Invited Signatories and provide it and the ACHP with a copy of such written response.

- C. The City of Reno's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

## VI. AMENDMENTS

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

## VII. 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 party to attempt to develop an amendment per Stipulation VI, above. If within thirty (30) days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory or Invited Signatory may terminate the MOA upon written notification to the other Signatories and Invited Signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the City of Reno 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. The City of Reno shall notify the SHPO as to the course of action it will pursue.

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

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.

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SIGNATORIES:

City of Reno

By: Cylus Scarbrough Date: 10-2-2018  
Cylus Scarbrough  
Management Analyst, Community Development Department

Nevada State Historic Preservation Officer

By: Rebecca Lynn Palmer Date: 10/2/2018  
Rebecca Lynn Palmer  
Nevada State Historic Preservation Officer

INVITED SIGNATORIES:

The Housing Authority of the City of Reno

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Amy Jones  
Executive Director

Son of Reverend Willie J. Wynn

By: \_\_\_\_\_ Date: \_\_\_\_\_  
William John Wynn  
Bishop, Life Center International Church Fellowship

**ATTACHMENT A**  
**APE Map**





**Suto Street Senior Apartments Project**

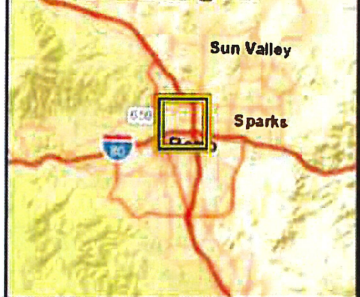
- Project Area/Direct APE
- Indirect APE
- Township/Range
- Section
- USGS 7.5' Quadrangle

**Land Ownership**

- Bureau of Land Management
- Private
- Water



**Area Enlarged**



1:24,000

