

1 **MEMORANDUM OF AGREEMENT**
2 **AMONG**
3 **U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT,**
4 **LOUISIANA STATE HISTORIC PRESERVATION OFFICER, AND**
5 **ADVISORY COUNCIL ON HISTORIC PRESERVATION**
6 **REGARDING THE REDEVELOPMENT OF THE C.J. PEETE**
7 **PUBLIC HOUSING COMPLEX, LOCATED IN NEW ORLEANS, LOUISIANA**
8

9 WHEREAS, the U.S. Department of Housing and Urban Development (HUD) will provide federal
10 funds to the Housing Authority of New Orleans (HANO) as partial funding for the redevelopment
11 of the C.J. Peete Public Housing Complex (the Undertaking), that includes Public Housing Capital
12 Funds and Community Development Block Grant funds from the Louisiana Office of Community
13 Development’s Road Home Program (from the Fiscal Year 2006 Department of Defense
14 Appropriations Acts, Pub. L. No. 109-148 (2005) and Pub. L. No. 109-234 (2006)); and
15

16 WHEREAS, HANO and its developer will apply for and use sources of non-federal financing to
17 carry out the Undertaking, including but not limited to Low Income Housing Tax Credits (LIHTC)
18 from the Louisiana Housing Finance Agency, per the Gulf Opportunity Zone Act of 2005 (Pub. L.
19 No. 109-135); and
20

21 WHEREAS, HUD is the “agency official” for the purposes of Section 106 compliance, as defined
22 at 36 CFR 800.2(a), and in accordance with regulations found at 24 CFR Part 50, “Protection and
23 Enhancement of Environmental Quality;” and
24

25 WHEREAS, HANO will enter into a Master Development Agreement with a qualified developer to
26 execute the Undertaking; the developer is to be chosen by HANO through a Request for
27 Qualifications process, and the developer will then have a long term role and responsibilities in the
28 implementation of this agreement; and
29

30 WHEREAS, the Undertaking is described as a multi-phased redevelopment of C.J. Peete as
31 follows:

32 A. The C.J. Peete Housing Development was built in 1941 and 1955. The 41.5-acre site originally
33 contained 1,400 multi-family apartments. Approximately one-half of the multi-family units have
34 been demolished, leaving the approximately 17-acres nearest Claiborne Avenue cleared and ready
35 for redevelopment. The C.J. Peete site south of Magnolia Street is listed on the National Register
36 of Historic Places. This portion of the site currently has 723 public housing units. It is bounded on
37 two sides by the Central City and the Uptown National Register Historic Districts.

38 B. The area of potential effects (APE) of the C.J. Peete Development was established around the
39 proposed area per 24 CFR Part 50 and 36 CFR Part 800. It extends to seven hundred-fifty (750)
40 feet around the proposed project site. Where the boundary is interrupted by South Claiborne, a
41 major roadway, the APE boundary is set at that roadway. The APE also encompasses a portion of
42 Louisiana Avenue, Washington Avenue and Freret Street.

1 C. Redevelopment of this site will be in two phases. C.J. Peete I will be developed on
2 approximately 4 acres with the construction of 50 public housing and project-based Section 8 units,
3 a community building and infrastructure to support this development and the disposition of
4 property. C.J. Peete III will include the construction of 410 public housing, tax credit and market
5 rate dwelling units.

6 WHEREAS, HUD has determined that the Undertaking is subject to review under Section 106 of
7 the National Historic Preservation Act (16 U.S.C. 470), and its implementing regulation, 36 CFR
8 800; and

9
10 WHEREAS, the signatories agree to accept the loss of the vast majority of the buildings at the C.J.
11 Peete complex contingent upon the rehabilitation of the historic administration building and a
12 limited number of residential buildings in proximity to the administration building; and

13
14 WHEREAS, HUD has formally recognized the following organizations and individuals as
15 “additional consulting parties” per 36 CFR 800.2(c)(5): City of New Orleans (and the Historic
16 Districts Landmarks Commission), National Trust for Historic Preservation, Louisiana Landmarks
17 Society, Preservation Resource Center of New Orleans, and C.J. Peete Resident Council; and

18
19 WHEREAS, the residents have been invited to participate in Section 106 consultation and have
20 expressed their preliminary views by correspondence, resolutions, or other means; and

21
22 WHEREAS, HUD has invited federally recognized Indian tribes to consult on this Undertaking,
23 and they have indicated their interest will be limited to ground disturbing activities that have the
24 potential to affect archaeological resources identified in consultation with SHPO; and

25
26 WHEREAS, HUD has determined, in consultation with SHPO, that the Undertaking may cause
27 adverse effects to historic properties and that this agreement is the appropriate vehicle to mitigate
28 potential adverse effects; and

29
30 WHEREAS, HUD, in consultation with the SHPO, has delineated the APE, which is presented in
31 narrative and graphical form in Appendix A, subject to appropriate modifications necessitated by
32 the implementation of off-site housing; and

33
34 WHEREAS, HANO and the developer have informed the consulting parties that off-site
35 development of rental housing related to this Undertaking is expected to occur in areas beyond the
36 APE; and

37
38 WHEREAS, HUD has invited HANO, as the recipient of federal funds, to sign this agreement as
39 an “invited signatory” per 36 CFR 800.6(c)(2) since it has responsibilities under this agreement;
40 and

41
42 WHEREAS, the developer will not have been confirmed at the time of the signing of this
43 agreement; however, when the developer is contracted, HANO will legally bind the developer in
44 the Master Development Agreement to fully comply with the provisions of this agreement; and
45

1 WHEREAS, only the “signatories” and “invited signatories” have rights to seek amendments or
2 termination of this agreement; and
3

4 WHEREAS, HUD has invited the National Trust for Historic Preservation, Louisiana Landmarks
5 Society, Preservation Resource Center of New Orleans, and the C.J. Peete Resident Council to sign
6 this agreement as “concurring parties,” per 36 CFR 800.6(c)(3); and
7

8 WHEREAS, HUD has identified, through consultation with the SHPO, ACHP, consulting parties,
9 and the public, that the APE contains the Flint-Goodridge Hospital, Central City and Uptown
10 Historic Districts, all listed in the National Register of Historic Places. A portion of the C.J. Peete
11 Public Housing Complex is also listed in the National Register of Historic Places (under Criterion
12 A for historical association).
13

14 WHEREAS, HUD has determined, in consultation with the SHPO, ACHP, additional consulting
15 parties, and the public, that reasonable and good faith efforts to carry out appropriate
16 identification/evaluation of historic properties regarding the on-site redevelopment have been
17 completed; and
18

19 WHEREAS, HUD will allow HANO and the developer to coordinate the proposed off-site program
20 in a phased approach with the terms of this agreement (as noted below) and as the regulations allow
21 at 36 CFR 800.4(b)(2) and 800.5(a)(3); and
22

23 WHEREAS, HUD has determined, in consultation with the SHPO, ACHP, additional consulting
24 parties, and the public, that the redevelopment may pose adverse effects to historic properties in the
25 APE for the following reasons: demolition of existing on- and off-site structures; ground
26 disturbance; new construction; possible stabilization and rehabilitation of certain on- and off-site
27 structures; temporary traffic congestion and construction noise; and
28

29 WHEREAS, the roles and responsibilities of each of the consulting parties is clarified in the terms
30 of this Agreement since there is a need for ongoing post-Agreement reviews; and,
31

32 WHEREAS, this agreement will be appended as a requirement to the Master Development
33 Agreement entered into between HANO and the developer of the property.
34

35 NOW, THEREFORE, HUD, SHPO, and ACHP agree that the proposed Undertaking will be
36 implemented in accordance with the following stipulations in order to take into account the effects
37 of the proposed undertaking on historic properties.
38

39 STIPULATIONS

40

41 HUD, in consultation with HANO and the selected developer, shall ensure that the measures in this
42 agreement are carried out.
43
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1 **I. ROLES AND RESPONSIBILITIES**
2

3 A. HUD’s Office of Public and Indian Housing: As the Section 106 agency official, it is legally
4 responsible for the Undertaking and for oversight of HANO to ensure compliance with this
5 agreement.
6

7 B. HANO: As the recipient of federal funds, it is responsible for completion of the project,
8 including oversight of the developer. Although HANO is under HUD receivership, HANO
9 remains a separate and distinct legal entity.
10

11 C. The developer: Upon execution of the Master Development Agreement, it shall be responsible
12 for development of the master plan, all construction activities, and acquisition of financing.
13

14 D. SHPO: When HUD and HANO request that SHPO review a finding or determination regarding
15 identification and evaluation of historic properties affected, SHPO shall respond within 30 days.
16 Based on the phased submittals of HUD and HANO’s identification and evaluation of historic
17 properties, the SHPO will be responsible for consulting with and providing technical assistance to
18 HANO and the developer consistent with the terms of this agreement. Due to both the large scale
19 of this undertaking and HUD and HANO’s desire to expedite the Section 106 consultation with
20 SHPO, HUD and HANO will consult with SHPO on means to facilitate such consultation e.g.,
21 helping SHPO identify funding sources.
22

23 E. ACHP: The ACHP will provide oversight, advise on disputes, and determine whether the terms
24 of this agreement are being met.
25

26 F. Consulting parties: The consulting parties are responsible for commenting and advising HUD
27 and HANO on the determinations to be made in the implementation of this agreement. Consulting
28 parties include the Resident Council.
29

30 G. The public: It has a right to participate in the development of the master plan and to provide
31 comment as appropriate.
32
33

34 **II. ELEMENTS UNIQUE TO THE C.J. PEETE HOUSING DEVELOPMENT**
35

36 A. HANO and the Developer will preserve and reuse the administration building along with a
37 limited number of representative residential buildings selected by HANO and the Developer, and
38 concurred in by the ACHP and SHPO as part of the Master Plan. The buildings will be immediately
39 secured and plans for the rehabilitation and reuse should occur concurrently with the
40 implementation of Phase I. Consideration shall be given to preserving the Community Center
41 (non-historic) if it can be used as part of the redevelopment program.
42

43 B. HANO and the Developer will coordinate with representatives of neighborhood associations
44 within the Central City and Uptown Historic Districts in the design of new construction to ensure
45 that linkages are made between the existing communities and new development and that indirect
46 and cumulative effects are taken into account particularly if current street patterns are affected.

1 C. HANO and the Developer will develop a construction protection plan for the contributing
2 buildings along the borders of the Central City and Uptown Historic Districts closest to the
3 C.J. Peete development to avoid and minimize adverse effects.
4

5 D. HANO and the Developer will coordinate the implementation of rehabilitation, demolition, and
6 new construction activities outlined in the Master Plan to ensure that time is allowed for
7 consultation with residents regarding the collection of historical information and documentation
8 needed to properly interpret the history and significance of the CJ Peete complex, of which a
9 portion is listed on the National Register.
10

11 E. The Developer will develop a plan to retain some of the significant live oaks located on site
12 which are in good health and do not impede the layout of buildings and road circulation.
13

14
15 **III. MASTER PLAN DEVELOPMENT**
16

17 A. As part of the development of the master plan, the developer will integrate the following
18 historic preservation principles into the program:
19

20 1. Thorough analysis of rehabilitation of certain existing buildings, including the
21 administration building and a limited number of representative residential buildings in
22 proximity to the administration building, to meet the programmatic needs for non-
23 residential uses.
24

25 2. Retention of landscaping which defines the housing sites, where possible.
26

27 B. HUD, HANO, and the developer will involve the consulting parties, residents, and the public in
28 the development of the master plan. HUD and HANO will take into account the input of the
29 parties and document their analysis of the input.
30

31 C. Upon approval of the Master Plan and the selection of prototype designs for new construction,
32 HANO and the developer will develop a plan to insure construction traffic will be routed to
33 minimize impact to schools, churches and other sensitive receptors and will rely on use of roads
34 adequately sized to handle the increased traffic loads and counts.
35

36 D. In the event that HANO and the Developer determine to explore retention of additional units
37 that would not necessitate reprocessing the tax credit application, they will notify and consult
38 with consulting parties as part of the Master Plan process.
39

40
41 **IV. DOCUMENTATION**
42

43 A. HABS: In consultation with SHPO, HANO will select a representative number of buildings to
44 be documented per a Level II Historic American Buildings Survey (HABS). In accordance with
45 Appendix B, HANO will submit Level II HABS documentation on the C.J. Peete property to the
46 HABS Division of the National Park Service (NPS) for review and acceptance. Within 150 days of

1 execution of this agreement, the NPS-accepted HABS documentation for selected properties will
 2 be submitted in final form as follows: original photograph negatives, archival photographs,
 3 architectural drawings, and written data will be provided to the HABS Collection of the Library of
 4 Congress; two sets of archival photographs, architectural drawings, and written documents will be
 5 provided to the SHPO (for deposit with SHPO records and the Louisiana State Archives).
 6

7 B. Exhibit: HANO and the developer will consult with C.J. Peete residents, SHPO, ACHP,
 8 additional consulting parties, and the public to develop and complete an oral history project and
 9 historic as well as archaeological exhibit for display on site incorporating oral and narrative
 10 histories, documents, illustrations, or other artifacts. The scope of work for this effort will be
 11 developed in consultation with SHPO. Consideration will be given to contracting with a local
 12 college/university to execute these projects. Distribution of the final written and graphical products
 13 will also be a subject of this consultation in which all the parties will be invited to participate. This
 14 exhibit will be completed by December 31, 2010.
 15
 16

17 V. PROFESSIONAL QUALIFICATIONS

18
 19 HANO and the developer will hire or retain a design professional with previous experience
 20 working with historic preservation and historic architecture to provide technical assistance, as
 21 needed, during the preliminary design development phase, and in response to comments HANO or
 22 the developer receives from the consulting parties regarding the design for new construction and
 23 the scope of work for rehabilitation activities outlined in the Master Plan for the complex.
 24
 25

26 VI. ON-SITE DESIGN DEVELOPMENT

27
 28 A. The site plan for new development on the cleared site will be consistent with the Master Plan
 29 developed under Stipulation III.
 30

- 31 1. The Master Plan will incorporate existing landscape elements that do not
 32 compromise an efficient layout and reuse of the site.
- 33 2. HANO and the developer will provide to all consulting parties a written summary
 34 describing how new construction will be phased, and what activities will be
 35 included within each phase.
- 36 3. HANO and the developer will provide plans illustrating/depicting the design
 37 prototypes to be used for the new construction on site and specify where each design
 38 will be located throughout the site plan.
- 39 4. The plans for the rehabilitation of the administration building and a limited number
 40 of representative residential buildings to be selected as part of the Master Plan
 41 development will be carried out concurrent with new on-site development.
 42

43 B. Consistent with the Master Plan, HANO and the developer will design new construction and
 44 develop rehabilitation plans that are responsive to the Secretary of the Interior's Standards, the
 45 *Louisiana Speaks: Pattern Book*, and appropriate local design guidelines for new construction.

1 The developer will provide to the SHPO for review and comment design elevations and proposed
2 siting of all prototype residential structures to be used within the site.

3
4 C. Demolition and Salvage:

- 5
6 1. Upon securing a representative number of buildings for recordation of the complex
7 as determined in consultation with SHPO in accordance with Stipulation IV, HANO
8 and the Developer may proceed with the demolition of all units with the exception
9 of the buildings designated for recordation, administration building and a limited
10 number of representative residential buildings as described in the Master Plan.
11 2. HANO and the developer will secure the buildings that are to be retained on-site
12 during demolition and new construction, and ensure that unanticipated damage by
13 contractors will be avoided.
14 3. Prior to demolition, HANO and the developer will consult with SHPO on the
15 feasibility of instituting a timely and cost-effective salvage plan to identify, retrieve,
16 and move historic building materials (e.g., windows, doors, bricks, etc.) for reuse in
17 other local rehabilitation projects.
18

19 D. The design review process for all on-site development, including new construction and
20 rehabilitation, will provide for the review of schematic plans, preliminary plans, and final drawings
21 by the consulting parties and the public:

- 22
23 1. HANO and the developer will convene a public meeting, post appropriate documents
24 on the web, and make them available at local venues, so that consulting parties,
25 Resident Council, evacuees, and the general public have the opportunity to provide
26 comments and recommendations.
27 2. HANO and the developer will make the documents available for a minimum of 30
28 days for comment, after which HANO and the developer will summarize comments
29 received and advise the parties to this agreement of changes that HANO and the
30 developer have made.
31 3. HANO and the developer shall submit final plans to the SHPO based on the
32 foregoing process for review and comment prior to the initiation of construction.
33
34

35 **VII. OFF-SITE AFFORDABLE HOUSING DEVELOPMENT**

36
37 A. Goals for off-site affordable housing development:

- 38
39 1. The developer will seek to mitigate adverse effects on adjacent neighborhoods in the
40 vicinity of the C.J. Peete complex, by focusing off-site acquisition efforts on vacant
41 sites and blighted properties located within these neighborhoods and on structurally
42 sound properties suitable for rehabilitation.
43 2. The developer will seek to mitigate adverse effects on historic districts in the vicinity of
44 the C.J. Peete complex, including Central City and Uptown Historic Districts, by
45 focusing off-site acquisition efforts on vacant sites and blighted properties located
46 within these historic districts.

1 3. SHPO will assist HANO and the developer with seeking state and federal tax credits for
2 the rehabilitation of historic buildings if appropriate. The developer will explore with
3 SHPO opportunities to maximize the use of these incentives by clustering in-fill new
4 construction and rehabilitation projects.

5
6 B. HANO and the developer will ensure that the identification and evaluation of parcels acquired
7 for off-site housing will be completed in phases prior to determining which alternative (e.g.
8 rehabilitation, in-fill, demolition, conveyance) will be used to provide affordable housing on the
9 site.

10
11 C. HUD will ensure that HANO and the developer will not acquire properties from property
12 owners who, with intent to avoid the requirements of Section 106, have intentionally significantly
13 adversely affected a historic property.

14
15 D. In order to expedite the review of the off-site program, HANO and the developer will develop
16 written protocols on activities listed below with the SHPO to standardize reviews, to be shared with
17 consulting parties. These protocols will address:

- 18
19 1. Stabilization of structures awaiting rehabilitation.
20 2. Identification of property types, activities, or geographical areas exempt from review.
21 3. Analysis of alternative treatments.
22 4. Identification of demolition and site clearance procedures.
23 5. Development, if appropriate, of a salvage plan based on Stipulation VI.C.3, prior to
24 demolition.
25 6. Coordination of related site improvements in historic districts, e.g. parking.
26 7. Coordination of historic reviews.

27
28 E. Rehabilitation of historic buildings for off-site housing will adhere to the Secretary of the
29 Interior’s Standards for Rehabilitation to the maximum extent feasible. If HANO and the
30 developer determine that it is not feasible to adhere to the Standards, they will submit alternative
31 treatments to the SHPO for review and comment. If the SHPO concurs with designs that do not
32 meet the Standards, HANO, the developer, and SHPO will execute a letter agreement that will be
33 filed with HUD and the ACHP prior to project implementation. Such agreements will explain why
34 the Standards could not be met.

35
36
37 **VIII. ARCHAEOLOGY**

38
39 A. All archaeological surveys and monitoring conducted pursuant to this Agreement, as well as
40 any treatment plans for archaeological resources developed pursuant to this Agreement, will be
41 carried out by or under the oversight of a person meeting the professional qualifications for
42 Archeology under “The Secretary of the Interior’s Professional Qualification Standards” (48 Fed.
43 Reg. 44,716 (Sept. 29, 1983)). Reviews will be documented by the professional making the
44 review.

45 B. For on-site work, HANO and the developer will consult with SHPO to develop a research
46 design for a Phase I archaeological survey in the immediate area of proposed ground disturbance.

1 Based on the results of the survey, HANO and the developer will take all necessary steps to achieve
2 Section 106 compliance.

3
4 C. For off-site work, HANO and the developer will provide SHPO with a map and addresses of
5 properties for the development of off-site housing. The SHPO and the developer will create a
6 written protocol for selecting a representative sample of the off-site properties. The development
7 of the selected properties will be monitored by an archaeologist to determine if archaeological sites
8 are present. If a site is discovered, work will cease until the SHPO, HANO and the developer agree
9 on a plan for determining the National Register eligibility of the site, and determining what, if any,
10 further archaeological testing is appropriate.

11
12 D. In the event that archaeological investigations, on- or off-site, uncover archaeological sites that
13 are eligible for listing on the NRHP or have religious and cultural significance to Indian tribes,
14 HUD/HANO/developer will consult with SHPO and conduct any necessary additional
15 investigations to achieve Section 106 compliance with regards to those archaeological sites,
16 including the development of an archaeological mitigation plan, as appropriate. Such consultation
17 with SHPO may also involve one or more tribes, as appropriate.

18
19 E. HUD shall ensure that all draft and final archaeological reports resulting from actions pursuant
20 to this agreement will be prepared in accordance with the SHPO's *Section 106 Investigations and*
21 *Report Standards*. All draft reports will be completed and provided to the SHPO within 90 days of
22 the completion of the archaeological investigations for review and comment. The SHPO will be
23 afforded 30 days to review and comment on all submissions. Upon comment from HUD and
24 SHPO, a final report will be produced. The on-site archaeological investigations and off-site
25 investigations will not be incorporated into a single final report.

26
27 F. HUD shall ensure that HANO will curate all archaeological materials collected and all
28 associated documentation in accordance with applicable state regulations. Artifacts and associated
29 records shall be curated with the Louisiana Division of Archaeology to ensure retention and care of
30 the collections and to provide access to these materials for future research.

31 32 33 **IX. DURATION**

34
35 A. This agreement shall be considered in effect as of the date of the last signature by the
36 "signatories" and/or "invited signatories." HUD will file a signed copy with the ACHP.

37
38 B. It is anticipated that this project will take place in multiple phases. As long as any phase of this
39 project is still underway, the agreement shall remain in effect.

40 41 42 **X. POST-REVIEW & UNANTICIPATED DISCOVERIES**

43
44 HANO and the developer will comply with the Louisiana Unmarked Human Burials Act in the
45 event that human remains are discovered. HANO and the developer shall notify HUD, SHPO,
46 ACHP, and the tribes (if appropriate) within 48 hours if it appears that the Undertaking may affect

1 a previously unidentified property that may be eligible for inclusion in the National Register or
2 affect a known historic property in an unanticipated manner. HANO and the developer will stop
3 construction in the vicinity of the discovery and take all reasonable measures to avoid or minimize
4 harm to the property until HUD concludes consultation. If the newly discovered property has not
5 previously been included in or determined eligible for the National Register, HANO and the
6 developer may assume that the property is eligible for purposes of this agreement or may request
7 that HUD assess the National Register eligibility of the property. HANO and the developer shall
8 include information regarding their proposed actions to resolve any adverse effects resulting from
9 the discovery in their notice and shall provide a notice of the discovery to the additional consulting
10 parties if requested by the SHPO. The ACHP will not participate in the review of HANO and the
11 developer's proposed actions unless ACHP's participation is requested by HUD, SHPO, or tribes
12 (if they are participating). If the SHPO or tribes (if they are participating) do not object to HANO
13 and the developer's recommendations within 48 hours, HUD will require HANO and the developer
14 to modify the scope of work, as necessary, to implement the recommendations. HUD will take into
15 account any timely objection by the SHPO and tribes (if they are participating) and authorize
16 HANO and the developer to carry out appropriate actions. This process to resolve any adverse
17 effects arising from a post-review discovery has been developed pursuant to 36 CFR §800.13(a)(2)
18 and all actions in conformance with this process will satisfy HUD's responsibilities under Section
19 106 and 36 CFR Part 800. HANO and the developer shall provide HUD, SHPO, tribes (if they are
20 participating), and any other party that participated in the review of this discovery, with a report of
21 the actions taken pursuant to this stipulation within 90 days after their completion.
22
23

24 **XI. MONITORING AND REPORTING**

25
26 Beginning 6 months after the execution of this agreement and every 6 months thereafter, until it
27 expires or is terminated, HANO and the developer shall provide all consulting parties to this
28 agreement with a summary report detailing work undertaken and work planned for the upcoming 6
29 months pursuant to its terms. A meeting shall be held annually with HUD, HANO, the developer,
30 and the consulting parties in conjunction with the six-month report provided in January of each
31 year, starting in 2008. The report shall also include any proposed scheduling changes, significant
32 problems encountered dealing with historic properties, and significant disputes and objections
33 received concerning efforts to carry out the terms of this agreement. The report may include
34 recommendations regarding amendments that would assist in the implementation of this agreement.
35 Failure to provide such summary report may be considered noncompliance with the terms of the
36 agreement pursuant to Stipulation XIV. Reports will also be filed at HANO and will be available
37 for public review upon request.
38
39

40 **XII. DISPUTE RESOLUTION**

41
42 A. Should any of the signatories object to the manner in which the terms of this agreement are
43 implemented or, within the specified time frames, to any plans prepared for the Undertaking that
44 are subject to review pursuant to the agreement, HUD will consult further with the objecting party
45 to resolve their concerns. If HUD determines that such objection cannot be resolved, HUD will
46 forward all documentation relevant to the dispute to the ACHP including its proposed response to

1 the objection. Within 30 calendar days after receipt of all pertinent documentation, the ACHP will
2 either:

- 3
- 4 1. Advise HUD that it concurs with their proposed response, whereupon HUD will respond to
5 the objection accordingly; or
- 6
- 7 2. Provide HUD with recommendations, which it will take into account in reaching a final
8 decision regarding the dispute; or
- 9
- 10 3. Notify HUD that it will comment pursuant to 36 CFR 800.7(c), and proceed to comment on
11 the subject in dispute. Any ACHP comment provided in response to such a request will be
12 taken into account by HUD in accordance with 36 CFR 800.7(c)(4) with reference only to
13 the subject of the dispute, and HUD's responsibility to carry out all actions under this
14 agreement that are not the subject of the dispute will remain unchallenged.
- 15

16 B. If the ACHP fails to provide recommendations or to comment within 30 days, HUD may
17 authorize HANO and the developer to implement that portion of the Undertaking subject to dispute
18 under this Stipulation in accordance with any documentation as submitted and as amended by
19 HUD.

20

21 C. Any recommendation or comments provided by the ACHP will be understood to pertain only to
22 the subject of the dispute, and the responsibility of HUD to carry out all actions under this
23 agreement that are not the subject of the dispute will remain unchanged.

24

25 D. Any consulting party may also seek resolution of a dispute concerning this agreement by
26 notifying HUD or SHPO, and ACHP as appropriate.

27

28

29 **XIII. PUBLIC INVOLVEMENT**

30

31 A. Public Notification: HANO and the developer will ensure that the public – especially displaced
32 public housing residents – are apprised regularly on the progress of the project and receive
33 notifications of meetings through a variety of media, including newspaper advertising, internet
34 postings, and direct mail.

35

36 B. Public Objections: Any member of the public objecting to the execution of any terms or plans
37 resulting from this agreement may seek resolution by notifying SHPO or HUD, and ACHP as
38 appropriate.

39

40

41 **XIV. AMENDMENTS & NONCOMPLIANCE**

42

43 A. If any of the signatories or invited signatories to this agreement determines that its terms cannot
44 be carried out or are not being carried out, or that any amendment to its terms must be made, that
45 party shall immediately consult with the other signatories to develop an amendment to this
46 agreement pursuant to 36 CFR 800.6(c)(7) and 800.6(c)(8).

1
2 B. Notwithstanding any provisions in this agreement, stoppage of work in furtherance of the
3 undertaking shall be necessary during the following situations only: (1) pursuant to Stipulation X
4 concerning post-review unanticipated discoveries; or (2) after a Termination pursuant to Stipulation
5 XV.
6
7


8 **XV. TERMINATION**
9

10 A signatory or invited signatory may terminate this agreement only (1) after the signatories engage
11 in a consultation set out in Stipulation XIV lasting no less than 30 days; and (2) after one of the
12 three following circumstances occur: (a) one of the signatories determines that compliance with the
13 agreement is impossible as a result of unforeseen or unforeseeable circumstances; or (b) one of the
14 signatories determines that one of the other signatories is not complying with the terms of the
15 agreement; or (c) one of the signatories determines that an unforeseen and significant modification
16 of the undertaking altering the effects on historic properties in a negative fashion has occurred, the
17 signatories cannot agree on how to resolve consequential and potential adverse effects, and one of
18 the signatories decides to terminate consultation pursuant to 36 CFR 800.7(a). Within 30 days
19 following termination, HUD shall notify the signatories and consulting parties if it will initiate
20 consultation to execute a subsequent agreement with the signatories under 36 CFR 800.6(c)(1) or
21 request the comments of the ACHP under 36 CFR 800.7(a) and proceed accordingly.
22

1 EXECUTION OF THIS MEMORANDUM OF AGREEMENT and implementation of its terms by
2 HUD evidences that it has taken into account the effects of this Undertaking on historic properties
3 and afforded the ACHP an opportunity to comment.
4

5 SIGNATORIES:

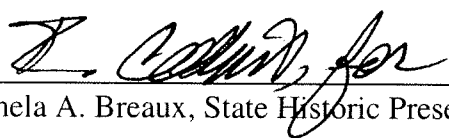
6
7 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

8
9 
10 _____ Date: 07.20.07
11 Orlando J. Cabrera, Assistant Secretary, Public and Indian Housing
12

13 ADVISORY COUNCIL ON HISTORIC PRESERVATION

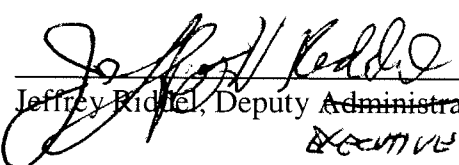
14
15 
16 _____ Date: 7/23/07
17 John M. Fowler, Executive Director
18

19 LOUISIANA DIVISION OF HISTORIC PRESERVATION, DEPARTMENT OF CULTURE,
20 RECREATION & TOURISM

21
22 
23 _____ Date: 7-6-07
24 Pamela A. Breaux, State Historic Preservation Officer
25

26
27 INVITED SIGNATORY:

28
29 HOUSING AUTHORITY OF NEW ORLEANS

30
31 
32 _____ Date: 7/20/07
33 Jeffrey Riedel, Deputy Administrative Receiver
34 ~~EXECUTIVE ADMINISTRATOR~~

1 CONCURRING PARTIES:
2
3

4
5 _____ Date: _____
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10 _____ Date: _____
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20 _____ Date: _____
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
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APPENDIX A: AREA OF POTENTIAL EFFECTS



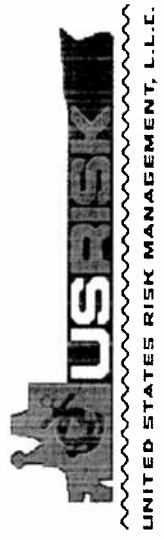
project no	15-060164
designed	j chimento
reviewed	t dodd
date	06.04.07

Legend

-  C. J. Peete Housing
-  Area of Potential Effect (APE)

The APE was established around the proposed area following NEPA guidance under 24 CFR 58. It extends to seven hundred-fifty (750) feet around the proposed project site. Where the boundary is interrupted by a major roadway, the APE boundary is set at that roadway.

Housing Authority of New Orleans
 C. J. Peete Development
 Orleans Parish, Louisiana



APPENDIX B: HABS STIPULATIONS

Level II HABS documentation will be completed on a representative sample of buildings selected by HANO in consultation with SHPO.

Photography and photographic development will be executed in compliance with HABS standards. The following standards will also apply:

- Each photograph will clearly note the building documented according to its HANO-designated building number.
- Each of the four elevations of the buildings selected will be photographically documented; in cases where the rear façade is obscured by foliage, an additional photograph of the rear façade of a building of the same type will be included. When possible, other objects (such as automobiles) will be excluded from photographs.
- Variant roof styles of each building type will be documented in photographs.
- All exterior details for each building will be documented, including (but not necessarily limited to) windows, doors, vents, chimneys, canopies, iron work, plaques, cornerstones, etc.
- A sample apartment interior will be documented. Variations in interior details, such as fireplaces, mantels, staircases, etc., will be documented individually.
- The documentation will include streetscape and other site photographs in order to provide a contextual understanding of the site. This includes site details such as original fencing and laundry lines/poles.

In addition to the photographic documentation of the existing buildings, the following are also required:

- A site plan noting HANO-designated building numbers, building types, and roof styles. This information may be keyed on a single plan sheet, provided that the information is clearly presented.
- A complete history of the C.J. Peete Public Housing Complex, including historic photographs. A timeline of the modernization of the development would be a useful addition, if available.
- A complete indexed set of existing historic drawings.
- A history of the development of the area prior to the housing development's construction, which will provide a context for understanding the neighborhood and the impact of the construction of the C.J. Peete Redevelopment.