

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 LAFITTE**  
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 Lafitte 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, Providence Enterprise Orleans LLC, has been chosen by  
27 HANO and will have a long term role and responsibilities in the implementation of this agreement;  
28 and  
29

30 WHEREAS, the Undertaking is described as a multi-phased redevelopment of Lafitte as follows:

31 A. The Lafitte Housing development, constructed in 1941, is surrounded by three National  
32 Register Historic Districts—Esplanade Ridge, Mid-City and Parkview. The Esplanade Ridge  
33 National Register district contains two local historic districts—Treme and Esplanade Ridge. The  
34 development is bounded by Lafitte Street, Orleans Avenue, N. Claiborne Avenue, and N.  
35 Rochablave Street. The 27.2 acre site includes 896 public housing units which are deteriorating  
36 and damaged by Hurricane Katrina.

37 B. The APE of the Lafitte Development was established around the proposed area per 24 CFR Part  
38 50 and 36 CFR Part 800. It extends to seven hundred-fifty (750) feet around the proposed project  
39 site. Where the boundary is interrupted by I-10, a major roadway, the APE boundary is set at that  
40 roadway. The APE also encompasses a portion of North Claiborne Avenue, Lafitte Street, and  
41 North Rochablave Street.

1 C. Lafitte will be redeveloped with 1,500 affordable and market rate units on the Lafitte housing  
2 site and in the neighborhood. These units are planned to include 276 public housing units, 624  
3 affordable rental units, and 600 homeownership units.

4 D. The goal of on-site development activities is to replace existing Lafitte public housing  
5 residences with 556 units of affordable rental housing and home ownership units meeting  
6 contemporary standards of quality and safety. The on-site units will include 100 public housing  
7 units designated for seniors, 176 public housing units for families and 100 tax credit only units.  
8 This phase will also include the construction of 40 homeownership units on the site for low-income  
9 families and 140 homeownership units on the site for moderate income families. This first phase of  
10 the redevelopment of Lafitte will also include 192 units to be developed in the neighborhood and  
11 supported with Section 8 project-based assistance and 64 homeownership units for moderate  
12 income families that will also be located off-site in the Lafitte/Treme neighborhood.

13 E. The goal of off-site development activities is to provide 688 new affordable rental and for-sale  
14 housing units of contemporary standards of quality and safety.

15 WHEREAS, HUD has determined that the Undertaking is subject to review under Section 106 of  
16 the National Historic Preservation Act (16 U.S.C. 470), and its implementing regulation, 36 CFR  
17 800; and

18  
19 WHEREAS, the signatories agree to accept the loss of the vast majority of the buildings at the  
20 Lafitte complex contingent upon the rehabilitation of the historic administration building and the  
21 rehabilitation of a limited representative sample of residential buildings in proximity to the  
22 administration building; and

23  
24 WHEREAS, HUD has formally recognized the following organizations as “additional consulting  
25 parties” per 36 CFR 800.2(c)(5): City of New Orleans (and the Historic Districts Landmarks  
26 Commission), National Trust for Historic Preservation, Louisiana Landmarks Society, Preservation  
27 Resource Center of New Orleans, and Lafitte Resident Council; and

28  
29 WHEREAS, the residents have been invited to participate in Section 106 consultation and have  
30 expressed their preliminary views by correspondence, resolutions, or other means; and

31  
32 WHEREAS, HUD has invited federally recognized Indian tribes to consult on this Undertaking,  
33 and they have indicated their interest will be limited to ground disturbing activities that have the  
34 potential to affect archaeological resources identified in consultation with SHPO; and

35  
36 WHEREAS, HUD has determined, in consultation with SHPO, that the Undertaking may cause  
37 adverse effects to historic properties and that this agreement is the appropriate vehicle to mitigate  
38 potential adverse effects; and

39  
40 WHEREAS, HUD, in consultation with the SHPO, has delineated the area of potential effects  
41 (APE), which is presented in narrative and graphical form in Appendix A, subject to appropriate  
42 modifications necessitated by the implementation of off-site housing; and

43

1 WHEREAS, HANO and the developer have informed the consulting parties that off-site  
2 development of rental housing related to this Undertaking is expected to occur in areas beyond the  
3 APE; and  
4

5 WHEREAS, HUD has invited HANO, as the recipient of federal funds, to sign this agreement as  
6 an “invited signatory” per 36 CFR 800.6(c)(2) since it has responsibilities under this agreement;  
7 and  
8

9 WHEREAS, the developer has been confirmed but has not been contracted at the time of the  
10 signing of this agreement; HANO will legally bind the developer in the Master Development  
11 Agreement to fully comply with the provisions of this agreement; and  
12

13 WHEREAS, only the “signatories” and “invited signatories” have rights to seek amendments or  
14 termination of this agreement; and  
15

16 WHEREAS, HUD has invited the National Trust for Historic Preservation, Louisiana Landmarks  
17 Society, Preservation Resource Center of New Orleans, and the Lafitte Resident Council to sign  
18 this agreement as “concurring parties,” per 36 CFR 800.6(c)(3); and  
19

20 WHEREAS, HUD has identified, through consultation with the SHPO, ACHP, consulting parties,  
21 and the public, that the APE contains properties eligible for or listed in the National Register of  
22 Historic Places: Lafitte Public Housing Complex (eligible under Criterion A for historical  
23 association), Mid-City Historic District, Parkview Historic District, and Esplanade Ridge Historic  
24 District; and  
25

26 WHEREAS, HUD has determined, in consultation with the SHPO, ACHP, additional consulting  
27 parties, and the public, that reasonable and good faith efforts to carry out appropriate  
28 identification/evaluation of historic properties regarding the on-site redevelopment have been  
29 completed; and  
30

31 WHEREAS, HUD will allow HANO and the developer to coordinate the proposed off-site program  
32 in a phased approach with the terms of this agreement (as noted below) and as the regulations allow  
33 at 36 CFR 800.4(b)(2) and 800.5(a)(3); and  
34

35 WHEREAS, HUD has determined, in consultation with the SHPO, ACHP, additional consulting  
36 parties, and the public, that the redevelopment may pose adverse effects to historic properties in the  
37 APE for the following reasons: demolition of existing on- and off-site structures; ground  
38 disturbance; new construction; possible stabilization and rehabilitation of certain on- and off-site  
39 structures; temporary traffic congestion and construction noise; and  
40

41 WHEREAS, the roles and responsibilities of each of the consulting parties is clarified in the terms  
42 of this Agreement since there is a need for ongoing post-Agreement reviews; and,  
43

44 WHEREAS, this agreement will be appended as a requirement to the Master Development  
45 Agreement entered into between HANO and the developer of the property.  
46

1 NOW, THEREFORE, HUD, SHPO, and ACHP agree that the proposed Undertaking will be  
2 implemented in accordance with the following stipulations in order to take into account the effects  
3 of the proposed undertaking on historic properties.  
4

5 **STIPULATIONS**  
6

7 HUD, in consultation with HANO and the selected developer, shall ensure that the measures in this  
8 agreement are carried out.  
9

10  
11 **I. ROLES AND RESPONSIBILITIES**  
12

13 A. HUD’s Office of Public and Indian Housing: As the Section 106 agency official, it is legally  
14 responsible for the Undertaking and for oversight of HANO to ensure compliance with this  
15 agreement.  
16

17 B. HANO: As the recipient of federal funds, it is responsible for completion of the project,  
18 including oversight of the developer. Although HANO is under HUD receivership, HANO  
19 remains a separate and distinct legal entity.  
20

21 C. The developer: Upon execution of the Master Development Agreement, it shall be responsible  
22 for development of the master plan, all construction activities, and acquisition of financing.  
23

24 D. SHPO: When HUD and HANO request that SHPO review a finding or determination regarding  
25 identification and evaluation of historic properties affected, SHPO shall respond within 30 days.  
26 Based on the phased submittals of HUD and HANO’s identification and evaluation of historic  
27 properties, the SHPO will be responsible for consulting with and providing technical assistance to  
28 HANO and the developer consistent with the terms of this agreement. Due to both the large scale  
29 of this undertaking and HUD and HANO’s desire to expedite the Section 106 consultation with  
30 SHPO, HUD and HANO will consult with SHPO on means to facilitate such consultation e.g.,  
31 helping SHPO identify funding sources.  
32

33 E. ACHP: The ACHP will provide oversight, advise on disputes, and determine whether the terms  
34 of this agreement are being met.  
35

36 F. Consulting parties: The consulting parties are responsible for commenting and advising HUD  
37 and HANO on the determinations to be made in the implementation of this agreement. Consulting  
38 parties include the Resident Council.  
39

40 G. The public: It has a right to participate in the development of the master plan and to provide  
41 comment as appropriate.  
42  
43  
44  
45  
46

1 **II. ELEMENTS UNIQUE TO THE LAFITTE HOUSING DEVELOPMENT**

2 A. HANO and the Developer will preserve and reuse the administration building along with a  
3 limited representative sample of residential buildings selected by HANO and the Developer, and  
4 concurred in by the ACHP and SHPO, as part of the Master Plan. When selecting residential  
5 buildings, the Developer may include an analysis of why three-story structures may not be feasible.

6 B. HANO and the Developer will ensure that the design of Lafitte's new on-site housing includes  
7 linkages to the adjacent National Register listed and eligible historic districts--Esplanade Ridge,  
8 Mid-City, and Parkview, and takes into account indirect and cumulative effects resulting from new  
9 construction.

10 C. HANO and the Developer will develop a construction protection plan for the contributing  
11 buildings along the borders of the historic districts closest to the Lafitte development, especially the  
12 Esplanade Ridge and Mid-City Historic Districts, to avoid and minimize adverse effects..

13 D. HANO and Developer will consult with the SHPO and Resident Council regarding the  
14 development of a retention and protection plan for select landscape elements that contribute to the  
15 historic character of the Lafitte complex. The developer shall retain those landscape elements that  
16 can be used in the redevelopment without compromising the proposed on-site new construction.

17 E. HANO and the Developer will address the rehabilitation and use of the Sojourner Truth  
18 Community Center as part of the Master Plan development.

19 F. The creation of new street grid patterns has been developed with residents and community  
20 stakeholders during initial phases of the Master Plan development. As per Stipulation III, there  
21 will be additional opportunities to involve neighborhood associations within the three adjacent  
22 historic districts to ensure that the siting of various architectural styles and the location of off-site  
23 parking is compatible with the architectural character of adjacent historic districts.

24 G. HANO and the Developer will coordinate the implementation of rehabilitation, demolition, and  
25 new construction activities outlined in the Master Plan to ensure that time is allowed for  
26 consultation with residents regarding the collection of historical information and documentation  
27 needed to properly interpret the history and significance of the Lafitte complex.

28  
29 **III. MASTER PLAN DEVELOPMENT**

30  
31 A. As part of the development of the master plan, the developer will integrate the following  
32 historic preservation principles into the program:

33  
34 1. Thorough analysis of rehabilitation of certain existing buildings, including the  
35 administration building and a limited representative sample of residential buildings in  
36 proximity to the administration building, to meet the programmatic needs for non-  
37 residential uses.  
38

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

3    B.    HUD, HANO and the developer will involve the consulting parties, residents, and the public  
4    in the development of the master plan. HUD and HANO will take into account the input of the  
5    parties and document their analysis of the input.  
6

7    C.    Upon approval of the Master Plan and the selection of prototype designs for new construction,  
8    HANO and the developer will develop a plan to insure construction traffic will be routed to  
9    minimize impact to schools, churches and other sensitive receptors and will rely on use of roads  
10   adequately sized to handle the increased traffic loads and counts.  
11

12   D.    In the event that HANO and the Developer determine to explore retention of additional units  
13   that would not necessitate reprocessing the tax credit application, they will notify and consult  
14   with consulting parties as part of the Master Plan process.  
15

#### 16 17   **IV. DOCUMENTATION** 18

19   A.    HABS: In consultation with SHPO, HANO will select a representative number of buildings to  
20   be documented per a Level II Historic American Buildings Survey (HABS). In accordance with  
21   Appendix B, HANO will submit Level II HABS documentation on the Lafitte property to the  
22   HABS Division of the National Park Service (NPS) for review and acceptance. Within 150 days of  
23   execution of this agreement, the NPS-accepted HABS documentation for selected properties will  
24   be submitted in final form as follows: original photograph negatives, archival photographs,  
25   architectural drawings, and written data will be provided to the HABS Collection of the Library of  
26   Congress; two sets of archival photographs, architectural drawings, and written documents will be  
27   provided to the SHPO (for deposit with SHPO records and the Louisiana State Archives).  
28

29   B.    Exhibit: HANO and the developer will consult with Lafitte residents, SHPO, ACHP, additional  
30   consulting parties, and the public to develop and complete an oral history project and historic as  
31   well as archaeological exhibit for display on site incorporating oral and narrative histories,  
32   documents, illustrations, or other artifacts. The scope of work for this effort will be developed in  
33   consultation with SHPO. Consideration will be given to contracting with a local college/university  
34   to execute these projects. Distribution of the final written and graphical products will also be a  
35   subject of this consultation in which all the parties will be invited to participate. This exhibit will  
36   be completed by December 31, 2010.  
37

#### 38 39   **V. PROFESSIONAL QUALIFICATIONS** 40

41   HANO and the developer will hire or retain a design professional with previous experience  
42   working with historic preservation and historic architecture to provide technical assistance, as  
43   needed, during the preliminary design development phase, and in response to comments HANO or  
44   the developer receives from the consulting parties regarding the design for new construction and  
45   the scope of work for rehabilitation activities outlined in the Master Plan for the complex.  
46

1 **VI. ON-SITE DESIGN DEVELOPMENT**  
2

3 A. The site plan for new development on the cleared site will be consistent with the Master Plan  
4 developed under Stipulation III.

- 5  
6 1. The Master Plan will incorporate existing landscape elements that do not  
7 compromise an efficient layout and reuse of the site.  
8 2. HANO and the developer will provide to all consulting parties a written summary  
9 describing how new construction will be phased, and what activities will be  
10 included within each phase.  
11 3. HANO and the developer will provide plans illustrating/depicting the design  
12 prototypes to be used for the new construction on site and specify where each design  
13 will be located throughout the site plan.  
14 4. The plans for the rehabilitation of the administration building and a limited  
15 representative sample of residential buildings to be selected as part of the Master  
16 Plan development will be carried out concurrent with new on-site development.  
17

18 B. Consistent with the Master Plan, HANO and the developer will design new construction and  
19 develop rehabilitation plans that are responsive to the Secretary of the Interior's Standards, the  
20 *Louisiana Speaks: Pattern Book*, and appropriate local design guidelines for new construction. The  
21 developer will provide to the SHPO for review and comment design elevations and proposed siting  
22 of all prototype residential structures to be used within the site.  
23

24 C. Demolition and Salvage:

- 25  
26 1. Upon securing a representative number of buildings for recordation of the complex  
27 as determined in consultation with SHPO in accordance with Stipulation IV, HANO  
28 and the Developer may proceed with the demolition of all units with the exception  
29 of the buildings designated for recordation, administration building and a limited  
30 representative sample of residential buildings as described in the Master Plan.  
31 2. HANO and the developer will secure the buildings that are to be retained on-site  
32 during demolition and new construction and ensure that unanticipated damage by  
33 contractors will be avoided.  
34 3. Prior to demolition, HANO and the developer will consult with SHPO on the  
35 feasibility of instituting a timely and cost-effective salvage plan to identify, retrieve,  
36 and move historic building materials (e.g., windows, doors, bricks, etc.) for reuse in  
37 other local rehabilitation projects.  
38

39 D. The design review process for all on-site development, including new construction and  
40 rehabilitation, will provide for the review of schematic plans, preliminary plans, and final drawings  
41 by the consulting parties and the public:  
42

- 43 1. HANO and the developer will convene a public meeting, post appropriate documents  
44 on the web, and make them available at local venues, so that consulting parties,  
45 Resident Council, evacuees, and the general public have the opportunity to provide  
46 comments and recommendations.

1 2. HANO and the developer will make the documents available for a minimum of 30  
2 days for comment, after which HANO and the developer will summarize comments  
3 received and advise the parties to this agreement of changes that HANO and the  
4 developer have made.

5 3. HANO and the developer shall submit final plans to the SHPO based on the  
6 foregoing process for review and comment prior to the initiation of construction.  
7

## 8 9 **VII. OFF-SITE AFFORDABLE HOUSING DEVELOPMENT**

### 10 11 **A. Goals for off-site affordable housing development:**

- 12  
13 1. The developer will seek to mitigate adverse effects on adjacent neighborhoods in the  
14 vicinity of the Lafitte complex, by focusing off-site acquisition efforts on vacant sites  
15 and blighted properties located within these neighborhoods and on structurally sound  
16 properties suitable for rehabilitation.
- 17  
18 2. The developer will seek to mitigate adverse effects on historic districts in the vicinity of  
19 the Lafitte complex, including Esplanade Ridge, Parkview and Mid-City, by focusing  
20 off-site acquisition efforts on vacant sites and blighted properties located within these  
21 historic districts.
- 22  
23 3. SHPO will assist HANO and the developer with seeking state and federal tax credits for  
24 the rehabilitation of historic buildings if appropriate. The developer will explore with  
25 SHPO opportunities to maximize the use of these incentives by clustering in-fill new  
26 construction and rehabilitation projects.

27  
28 **B.** HANO and the developer will ensure that the identification and evaluation of parcels acquired  
29 for off-site housing will be completed in phases prior to determining which alternative (e.g.  
30 rehabilitation, in-fill, demolition, conveyance) will be used to provide affordable housing on the  
31 site.

32  
33 **C.** HUD will ensure that HANO and the developer will not acquire properties from property  
34 owners who, with intent to avoid the requirements of Section 106, have intentionally significantly  
35 adversely affected a historic property.

36  
37 **D.** In order to expedite the review of the off-site program, HANO and the developer will develop  
38 written protocols on activities listed below with the SHPO to standardize reviews, to be shared with  
39 consulting parties. These protocols will address:

- 40 1. Stabilization of structures awaiting rehabilitation.
- 41 2. Identification of property types, activities, or geographical areas exempt from review.
- 42 3. Analysis of alternative treatments.
- 43 4. Identification of demolition and site clearance procedures.
- 44 5. Development, if appropriate, of a salvage plan based on Stipulation VI.C.3, prior to  
45 demolition.
- 46 6. Coordination of related site improvements in historic districts, e.g., parking.
7. Coordination of historic reviews.



1 E. Rehabilitation of historic buildings for off-site housing will adhere to the Secretary of the  
2 Interior's Standards for Rehabilitation to the maximum extent feasible. If HANO and the  
3 developer determine that it is not feasible to adhere to the Standards, they will submit alternative  
4 treatments to the SHPO for review and comment. If the SHPO concurs with designs that do not  
5 meet the Standards, HANO, the developer, and SHPO will execute a letter agreement that will be  
6 filed with HUD and the ACHP prior to project implementation. Such agreements will explain why  
7 the Standards could not be met.

## 10 VIII. ARCHAEOLOGY

12 A. All archaeological surveys and monitoring conducted pursuant to this Agreement, as well as  
13 any treatment plans for archaeological resources developed pursuant to this Agreement, will be  
14 carried out by or under the oversight of a person meeting the professional qualifications for  
15 Archeology under "The Secretary of the Interior's Professional Qualification Standards" (48 Fed.  
16 Reg. 44,716 (Sept. 29, 1983)). Reviews will be documented by the professional making the  
17 review.

18 B. For on-site work, HANO and the developer will consult with SHPO to develop a research  
19 design for a Phase I archaeological survey in the immediate area of proposed ground disturbance.  
20 Based on the results of the survey, HANO and the developer will take all necessary steps to achieve  
21 Section 106 compliance.

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

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

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

1 F. HUD shall ensure that HANO will curate all archaeological materials collected and all  
2 associated documentation in accordance with applicable state regulations. Artifacts and associated  
3 records shall be curated with the Louisiana Division of Archaeology to ensure retention and care of  
4 the collections and to provide access to these materials for future research.  
5

## 6 7 **IX. DURATION**

8  
9 A. This agreement shall be considered in effect as of the date of the last signature by the  
10 “signatories” and/or “invited signatories.” HUD will file a signed copy with the ACHP.  
11

12 B. It is anticipated that this project will take place in multiple phases. As long as any phase of this  
13 project is still underway, the agreement shall remain in effect.  
14

## 15 16 **X. POST-REVIEW & UNANTICIPATED DISCOVERIES**

17  
18 HANO and the developer will comply with the Louisiana Unmarked Human Burials Act in the  
19 event that human remains are discovered. HANO and the developer shall notify HUD, SHPO,  
20 ACHP, and the tribes (if appropriate) within 48 hours if it appears that the Undertaking may affect  
21 a previously unidentified property that may be eligible for inclusion in the National Register or  
22 affect a known historic property in an unanticipated manner. HANO and the developer will stop  
23 construction in the vicinity of the discovery and take all reasonable measures to avoid or minimize  
24 harm to the property until HUD concludes consultation. If the newly discovered property has not  
25 previously been included in or determined eligible for the National Register, HANO and the  
26 developer may assume that the property is eligible for purposes of this agreement or may request  
27 that HUD assess the National Register eligibility of the property. HANO and the developer shall  
28 include information regarding their proposed actions to resolve any adverse effects resulting from  
29 the discovery in their notice and shall provide a notice of the discovery to the additional consulting  
30 parties if requested by the SHPO. The ACHP will not participate in the review of HANO and the  
31 developer’s proposed actions unless ACHP’s participation is requested by HUD, SHPO, or tribes  
32 (if they are participating). If the SHPO or tribes (if they are participating) do not object to HANO  
33 and the developer's recommendations within 48 hours, HUD will require HANO and the developer  
34 to modify the scope of work, as necessary, to implement the recommendations. HUD will take into  
35 account any timely objection by the SHPO and tribes (if they are participating) and authorize  
36 HANO and the developer to carry out appropriate actions. This process to resolve any adverse  
37 effects arising from a post-review discovery has been developed pursuant to 36 CFR §800.13(a)(2)  
38 and all actions in conformance with this process will satisfy HUD’s responsibilities under Section  
39 106 and 36 CFR Part 800. HANO and the developer shall provide HUD, SHPO, tribes (if they are  
40 participating), and any other party that participated in the review of this discovery, with a report of  
41 the actions taken pursuant to this stipulation within 90 days after their completion.  
42  
43  
44  
45  
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## **XI. MONITORING AND REPORTING**

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

## **XII. DISPUTE RESOLUTION**

A. Should any of the signatories object to the manner in which the terms of this agreement are implemented or, within the specified time frames, to any plans prepared for the Undertaking that are subject to review pursuant to the agreement, HUD will consult further with the objecting party to resolve their concerns. If HUD determines that such objection cannot be resolved, HUD will forward all documentation relevant to the dispute to the ACHP including its proposed response to the objection. Within 30 calendar days after receipt of all pertinent documentation, the ACHP will either:

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

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

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

1 D. Any consulting party may also seek resolution of a dispute concerning this agreement by  
2 notifying HUD or SHPO, and the ACHP as appropriate.  
3  
4

### 5 **XIII. PUBLIC INVOLVEMENT**

6

7 A. Public Notification: HANO and the developer will ensure that the public – especially displaced  
8 public housing residents – are apprised regularly on the progress of the project and receive  
9 notifications of meetings through a variety of media, including newspaper advertising, internet  
10 postings, and direct mail.  
11

12 B. Public Objections: Any member of the public objecting to the execution of any terms or plans  
13 resulting from this agreement may seek resolution by notifying SHPO or HUD, and the ACHP as  
14 appropriate.  
15  
16

### 17 **XIV. AMENDMENTS & NONCOMPLIANCE**

18

19 A. If any of the signatories or invited signatories to this agreement determines that its terms cannot  
20 be carried out or are not being carried out, or that any amendment to its terms must be made, that  
21 party shall immediately consult with the other signatories to develop an amendment to this  
22 agreement pursuant to 36 CFR 800.6(c)(7) and 800.6(c)(8).  
23

24 B. Notwithstanding any provisions in this agreement, stoppage of work in furtherance of the  
25 undertaking shall be necessary during the following situations only: (1) pursuant to Stipulation X  
26 concerning post-review unanticipated discoveries; or (2) after a Termination pursuant to Stipulation  
27 XV.  
28  
29

### 30 **XV. TERMINATION**

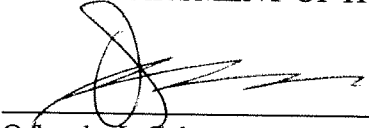
31

32 A signatory or invited signatory may terminate this agreement only (1) after the signatories engage  
33 in a consultation set out in Stipulation XIV lasting no less than 30 days; and (2) after one of the  
34 three following circumstances occur: (a) one of the signatories determines that compliance with the  
35 agreement is impossible as a result of unforeseen or unforeseeable circumstances; or (b) one of the  
36 signatories determines that one of the other signatories is not complying with the terms of the  
37 agreement; or (c) one of the signatories determines that an unforeseen and significant modification  
38 of the undertaking altering the effects on historic properties in a negative fashion has occurred, the  
39 signatories cannot agree on how to resolve consequential and potential adverse effects, and one of  
40 the signatories decides to terminate consultation pursuant to 36 CFR 800.7(a). Within 30 days  
41 following termination, HUD shall notify the signatories and consulting parties if it will initiate  
42 consultation to execute a subsequent agreement with the signatories under 36 CFR 800.6(c)(1) or  
43 request the comments of the ACHP under 36 CFR 800.7(a) and proceed accordingly.  
44

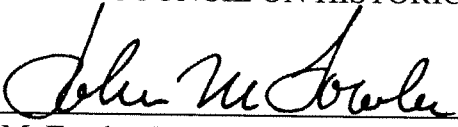
1 EXECUTION OF THIS MEMORANDUM OF AGREEMENT and implementation of its terms by  
2 HUD evidences that it has taken into account the effects of this Undertaking on historic properties  
3 and afforded the ACHP an opportunity to comment.  
4

5 SIGNATORIES:  
6

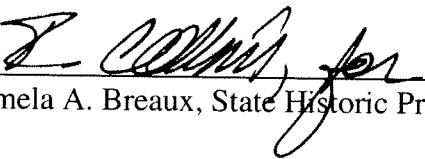
7 U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT  
8

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  Date: 2/23/07  
16 John M. Fowler, Executive Director  
17

18  
19 LOUISIANA DIVISION OF HISTORIC PRESERVATION, DEPARTMENT OF CULTURE,  
20 RECREATION & TOURISM  
21

22  Date: 7-6-07  
23 Pamela A. Breau, State Historic Preservation Officer  
24  
25  
26

27 INVITED SIGNATORY:  
28

29 HOUSING AUTHORITY OF NEW ORLEANS  
30

31  Date: 7/20/07  
32 Jeffrey Riddel, Deputy Administrative Receiver  
33 EXECUTIVE APPROPRIATOR  
34

1 CONCURRING PARTIES:

2  
3  
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\_\_\_\_\_ Date: \_\_\_\_\_

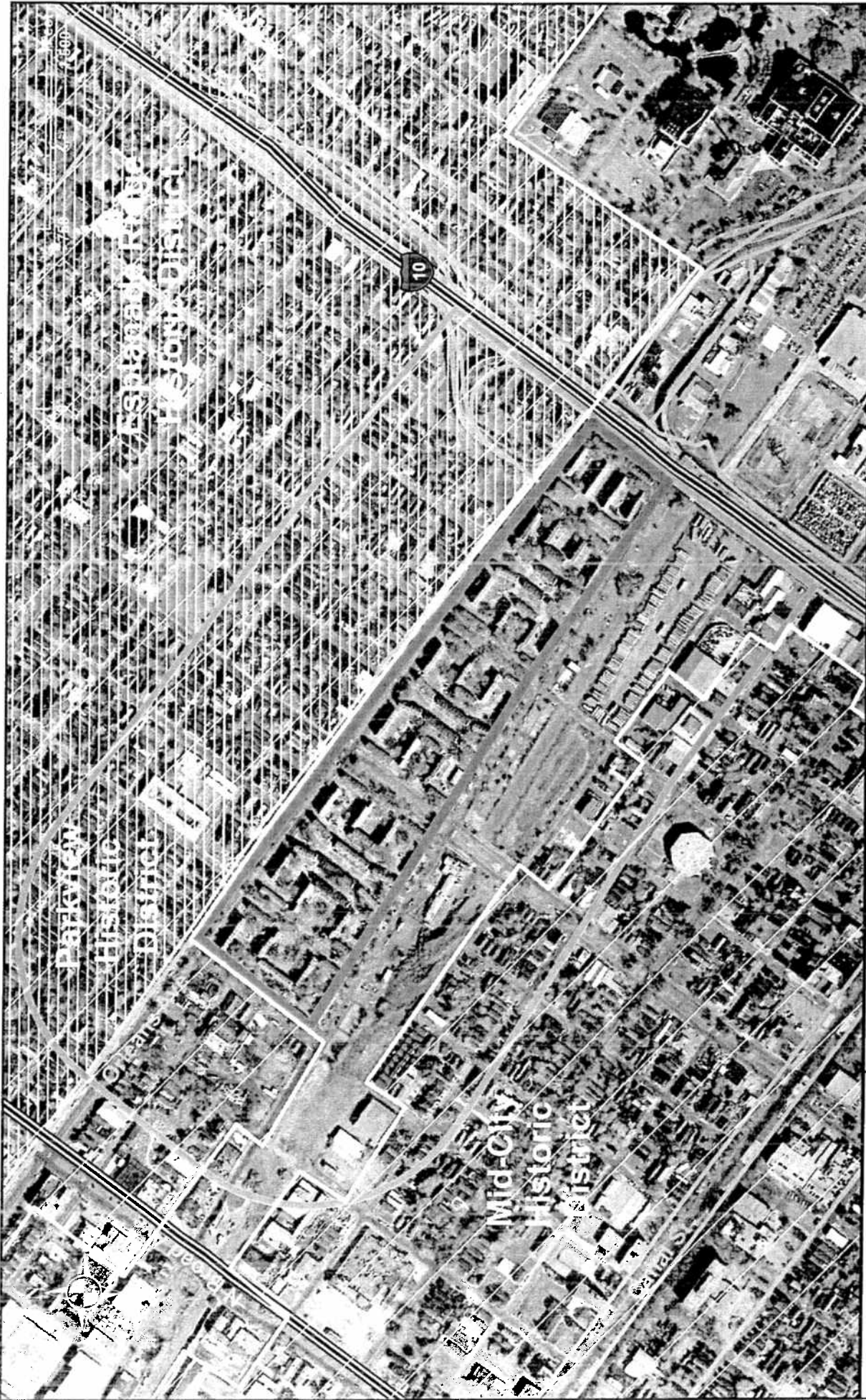
\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_



\_\_\_\_\_ Date: \_\_\_\_\_

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APPENDIX A: AREA OF POTENTIAL EFFECTS



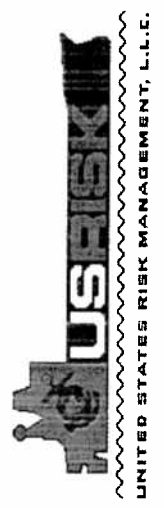
Legend

-  Lafitte Housing
-  Area of Potential Effect (APE)

The APE was established around the proposed area per 24 CFR Part 50 and 36 CFR Part 800. 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  
Lafitte Development  
Orleans Parish, Louisiana

|            |            |
|------------|------------|
| project no | 15-060165  |
| designed   | j chimento |
| reviewed   | t dodd     |
| date       | 06.04.07   |





## 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 Lafitte 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 Lafitte Redevelopment.