# APPENDIX 4. STATE HISTORIC PRESERVATION MEMORANDUM

**MEMORANDUM OF AGREEMENT**

**BETWEEN THE CITY OF MONTGOMERY,
THE MONTGOMERY HOUSING AUTHORITY AND
THE ALABAMA HISTORIC PRESERVATION OFFICER
REGARDING THE DISPOSITION OF PATERSON COURT
MONTGOMERY, MONTGOMERY COUNTY, ALABAMA**

**WHEREAS**, Montgomery Housing Authority (**MHA**) and the **City of Montgomery** were awarded a Choice Neighborhoods Initiative (CNI) Planning Grant in 2020 and are the co-grantees of that grant award; and,

**WHEREAS**, the subject property of the CNI Planning Grant award is **MHA's** Paterson Court, a distressed public housing authority community located in the Centennial Hill neighborhood adjacent to downtown Montgomery; and,

**WHEREAS**, the Alabama Historic Society has identified the Centennial Hill neighborhood as an Historic District candidate, although Paterson Court itself is not located within the Historic District boundaries; and

**WHEREAS**, the **MHA** Board of Commissioners authorized the **MHA** to submit a Section 18 Disposition application to the U.S. Department of Housing and Urban Development for Paterson Court, and the likely submission date of the Disposition application will be after the time when the CNI Implementation application is submitted to HUD, likely in 2023; and,

**WHEREAS**, the **City of Montgomery** as the responsible entity for HUD-funded programs under statutes that authorize HUD to provide for assumption of environmental responsibilities by recipients of HUD assistance and other responsible entities in accordance with HUD's Environmental Review Procedures, 24 CFR Part 58, published in the federal register on April 30, 1996 and as may be amended from time to time; and,

**WHEREAS**, the **City of Montgomery** has determined that while the disposition of Paterson Court will not have an adverse effect on the historic nature of Paterson Court, the **Purchaser** of Paterson Court will need to honor required stipulations as set forth in this document; and,

**WHEREAS**, the **City of Montgomery** has consulted with the Alabama State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, and the regulations implementing Section 106 of the National Historic Preservation Act; and,

**WHEREAS**, the **City of Montgomery** has invited the Alabama Indian Affairs Commission to comment and/or consult in the development of this Agreement and all have chosen not to participate in the consultation; and,

**WHEREAS**, the **City of Montgomery** and **MHA** have and will continue to consult with the public, interested parties, representatives of local governments, residents of Paterson Court, and the surrounding neighborhoods regarding the effects of the undertaking on historic properties; and,

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

**NOW THEREFORE**, the SHPO and the **City of Montgomery** agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the proposed sale of Paterson Court.

## STIPULATIONS

The **City of Montgomery** shall insure that the following measures are carried out:

1. **STANDARDS**

   A. All work carried out pursuant to this Agreement shall meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation (SOI's Standards at http://www.nps.gov/history/local-law/arch_stnds_9.htm).

   B. All work carried out pursuant to this Agreement shall be done by or under the direct supervision of historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards. The **City of Montgomery and MHA** shall ensure consultants retained for their services pursuant to the Agreement meet these standards.

2. **CONSULTATIONS**

   **MHA** will continue to work with residents of Paterson Court and other applicable stakeholders to ensure mitigation action and/or concerns are appropriately addressed.

3. **DOCUMENTATION MEASURES**

   **IF REQUESTED BY SHPO, MHA** will document Paterson Court in the following manner:

   A. An inventory of all buildings to be disposed of at Paterson Court identifying them by their known assigned building number, representative building types and/or sizes as well by apartment types and/or sizes.

   B. Digital photographs meeting the National Register photo policy standards located at: https://www.nps.gov/subjects/nationalregister/upload/Photo_Policy_update_2013_05_15_508.pdf of the exteriors of representative samples of each building and and/or size, as well as apartment type and/or size that is identified in the above inventory will be taken. Photographs of significant exterior architectural features, landscape features, public spaces,

and the spatial relationships of the buildings on the property to each other and to adjacent properties will also be included. A photo log keyed to a site plan will also be provided.

C. The documentation in stipulations A-B above will be submitted electronically on a flash drive to SHPO prior to commencement of disposition and within thirty (30) days of execution of this Agreement. SHPO will provide its approval or detailed written comments outlining what else might be needed for final approval within thirty (30) days of receipt. **MHA** will submit final documentation in stipulations A-B within thirty (30) days of receipt of comments from SHPO.

D. **MHA** will develop a written narrative historic report (10-12 pages minimum, excluding attachments), to include at a minimum the name and address of the historic property; a location map; a description of the historic context and significance of the historic property; an architectural description of Paterson Court including changes over time; the name an biographical information of the architect/builder/landscape architect (if known); the use of photographs; and a bibliography showing all primary and secondary sources used in compiling the information.

E. The documentation in stipulation D above will be completed and submitted electronically to SHPO within one-hundred eighty (180) days from the date of execution of this Agreement. SHPO will provide its approval or detailed written comments outlining what else might be needed for final approval within thirty (30) days of receipt.

F. Digital photographs meeting the National Register photo policy standards located at: https://www.nps.gov/nr/publications/bulletins/photopolicy/Photo_Policy_update_2013_05_15.pdf of the **interiors** of representative samples of apartments for each building type and/or size, as well as apartment type and/or size that is identified in the above inventory will be taken. Photographs of significant interior architectural features, and typical unit floor plans will also be included. A photo log keyed to a site plan will also be provided.

G. The documentation in stipulation F above will be completed and submitted electronically to SHPO after the housing units have been vacated and prior to any disposition for final approval. SHPO will provide its approval or detailed written comments outlining what else might be needed for final approval within thirty (30) days of receipt.

H. Original construction plans and specifications, newspaper articles, photographs, documents, and other memorabilia from **MHA's** collection on Paterson Court shall be electronically preserved and stored.

I. Oral histories from residents, historians, HUD and local officials, etc. and photography/videography commemorating the cultural traditions within the Paterson Court Community.

J. Copies of all final documentation in stipulations A, B, D, F, H and I above will be provided within one-hundred eighty (180) days from the date of execution of this

Agreement to SHPO and the City of Montgomery. The Montgomery County Archives has been consulted and agreed to archive the report with Paterson Court materials in their collection.

K. An educational handbook based on documentations in stipulations A, B, D, F, H and I above will be developed to provide a historical overview of the importance of and role of Paterson Court in the Nation, State and City. The handbook should be used as a primer on Paterson Court by schools, community groups, and local preservation organizations.

4. **STATE HISTORICAL MARKER**

**MHA** of the **Purchaser** of Paterson Court will install, protect, maintain, and replace as needed, a state historical marker to be approved by the SHPO. The marker will be installed for the Paterson Court Public Housing Community no later than five (5) years from the date of this agreement. The marker will be installed in a publicly visible and accessible location on the site as agreed upon by SHPO and **MHA**. A draft marker text will be written by the SHPO in consultation with **MHA**. The SHPO will provide draft marker text within one year of this agreement. **MHA** will review and provide comments on the draft text within thirty (30) days of receipt.

5. **GRANITE CURBS**

**MHA, the Purchaser** and **the City of Montgomery** will avoid disturbance of the existing granite curbing, where possible. When avoidance is not possible, the granite curbing will be removed and salvaged in a matter that will not cause additional degradation to the curbing. If the curbing is removed for the duration of the project, it will be securely stored. MHA, the Purchaser and the City of Montgomery will determine the relocation of the granite curbing either at the original site or another historic location in the City. MHA will notify SHPO within one-hundred eighty (180) days from the date of execution of this agreement as to the intended re-use of the granite curbing.

**6. DURATION**

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution.

**7. UNANTICIPATED DISCOVERIES AND UNFORESEEN EFFECTS**

If, during the implementation of the undertaking, a previously unidentified property that may be found eligible for inclusion in the National Register is encountered, or a known National Register historic property may be affected in an unanticipated manner, the **City of Montgomery** shall provide oversight to **MHA and/or the Purchaser** in carrying out all requirements under 36 CFR Part 800.13(b).

A. If unanticipated cultural materials (e.g., large, intact artifacts or animal bones; large clusters of artifacts or animal bones; large soil stains or patters of soils stains; buried brick

or stone structures; clusters of brick or stone) or human skeletal remains are discovered prior to or during land altering or construction activities, then **City of Montgomery** will temporarily halt any activities and immediately notify the SHPO/THPO of the unanticipated discoveries.

B. A minimum 50-foot buffer shall be immediately established around the cultural materials by the construction project manager. The buffer will be flagged by appropriate personnel. The construction project manager will notify all project personnel that no land altering activities will be allowed within this buffer zone until the course of action hereinafter described has been established. The halt will afford the SHPO the opportunity to assess the situation and recommend a course of action within two (2) business days of such notification.

C. If human remains are found or suspected, they will be left in place, respectfully covered over, and protected until appropriate consultation is completed. **City of Montgomery** is responsible for notifying the SHPO/THPO, the local coroner or medical examiner, and interested parties, such as Indian tribes, of the find to initiate consultation. Please note that human remains and burial grounds are subject to Alabama law that addresses abandoned cemeteries and burials.

D. **City of Montgomery** shall consult with the SHPO, THPO and Tribes to determine if the discovered site appears eligible for listing in the National Register of Historic Places. If it does appear eligible, HUD shall submit for a treatment plan for the avoidance, protection, recovery of information, or destruction without data recovery to the SHPO for review and comment. The treatment plan shall be consistent with the ACHP's handbook Treatment of Archaeological Properties and subsequent amendments and SHPO guidelines. If human remains are discovered, the treatment plan shall follow the guidance in the ACHP's Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects, including appropriate consultation with descendent communities. **MHA** shall notify all consulting parties of the unanticipated discovery and provide the proposed treatment plans for their comment. Construction work in the area of the discovery shall not continue, until the plan has been accepted by the signatory parties and implemented.

## 8. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, the **City of Montgomery** shall provide the SHPO a summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in **MHA's** efforts to carry out the terms of this MOA.

## 9. DISPUTE RESOLUTION

Should any signatory or concurring party 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 Montgomery** shall consult with such party to resolve the objection. If the **City of**

**Montgomery** determines that such objection cannot be resolved, the **City of Montgomery** will:

A. Forward all documentation relevant to the dispute, including the proposed resolution, to the ACHP. The ACHP shall provide the **City of Montgomery** with its advice on the resolution of the objections within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, HUD shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the **City of Montgomery** may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the **City of Montgomery** shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. The **City of Montgomery** is responsible for carrying out all other actions subject to the terms of this MOA.

**10. AMENDMENTS**

Should any of the Parties to this MOA believe that any of its terms cannot be carried out or that an amendment to the terms must be made, that Party (or Parties) shall promptly consult with the other Party (or Parties) to develop amendments in accordance with 36 CFR 800.6(c)(7). If an amendment cannot be agreed upon, the dispute resolution process set forth in Stipulation 9 above, will be followed. This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all the signatories and is filed with the ACHP.

**11. TERMINATION**

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation 10 above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

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

**EXECUTION of this MOA** by the **City of Montgomery, MHA,** and SHPO and implementation of its terms evidence that the **City of Montgomery** and **MHA** have taken into account the effects of this undertaking on historic places and afforded the ACHP an opportunity to comment.

**SIGNATORIES:**

**CITY OF MONTGOMERY**

_____ _____

Date

**ALABAMA DEPUTY STATE HISTORIC PRESERVATION OFFICER**

_____ _____

Date

**MONTGOMERY HOUSING AUTHORITY**

_____ _____

Date