

**CITY OF EL PASO, TEXAS  
REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** Community and Human Development

**AGENDA DATE:** November 7, 2006

**CONTACT PERSON/PHONE:** Robert Gott/ 541-4248

**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

**APPROVE** a resolution / ordinance / lease to do what? **OR AUTHORIZE** the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

Authorize the City Manager to sign a Memorandum of Agreement (MOA) between the City of El Paso, Housing Authority of El Paso, and the State Historic Preservation Office (SHPO), as well as any amendments deemed necessary or appropriate by the City Manager.

**BACKGROUND / DISCUSSION:**

**Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?**

The Housing Authority of El Paso received a Hope VI Grant from HUD for \$20 million dollars to demolish the residential buildings at the Alamito Housing Complex in District 8, and replace them with new multifamily and single family homes for the elderly, mixed-income multifamily homes, and single family homes targeted for affordable ownership. On January 18, 2005, City Council approved Resolutions pledging to commit \$450,000 in General Obligation Bonds for Unpaved Rights-of-Way and \$750,000 in future Community Development Block Grant (CDBG) funds to support public infrastructure improvements at the Alamito Complex, during the four-year grant implementation period of 2005 through 2009. Because federal funds are involved, the project must undergo an environmental review, which includes submittal of the project concept to the SHPO. The SHPO determined that the Alamito Housing Complex was historically significant and agreed to demolition to all but two of the buildings. The MOA, which is under consideration by Council, outlines the responsibilities of each entity in regards to the demolition or retention of structures of historic value within the Alamito Apartments Complex. The MOA will assure the community that the project will not be delayed by issues on demolition or retention of structures for the project.

**PRIOR COUNCIL ACTION:**

**Has the Council previously considered this item or a closely related one?**

As previously mentioned, City Council approved \$1,200,000 in General Obligation Bonds and CDBG funds to support public infrastructure improvements for HACEP's project. City Council also approved the 32<sup>nd</sup> Year (2006-2007) CDBG Budget, which included \$750,000 in funding for the Third Street construction project, which will be extended through the Alamito Apartment Complex.

**AMOUNT AND SOURCE OF FUNDING:**

**How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?**

Third Street funding will be paid with CDBG funds using account # 508027, Project # G7132CD0012, and fund number 07855 under department 71150069 and class 71000.

**BOARD / COMMISSION ACTION:**

**Enter appropriate comments or N/A**

N/A



**RESOLUTION**

**WHEREAS**, the Housing Authority for the City of El Paso proposes to demolish certain buildings at the Alamito Apartments and replace them with new low income housing; and

**WHEREAS**, HUD has required coordination between the City of El Paso, the State Historic Preservation Officer, and the Housing Authority for the City of El Paso, related to the proposed demolition and its effects on structures of historic value; and

**WHEREAS**, this Memorandum of Agreement has been prepared in order to clearly define each party's role and responsibility regarding demolition or retention of structures of historic value within the Alamito Apartments;

**NOW THEREFORE, BE IT RESOLVED AS FOLLOWS:**

That the City Manager be authorized to sign a Memorandum of Agreement between the City of El Paso, the Housing Authority for the City of El Paso, and the Texas State Historic Preservation Officer, as well as any amendments thereto deemed necessary or appropriate by the City Manager.

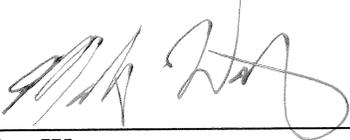
**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ **2006**

\_\_\_\_\_  
John F. Cook,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Matt Watson  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Nathalie Prise, Director  
Community and Human Development

JOHN COOK  
MAYOR

JOYCE WILSON  
CITY MANAGER

NATHALIE M. PRISE  
DIRECTOR



CITY COUNCIL  
ANN MORGAN LILLY, DISTRICT 1  
SUSANNAH M. BYRD, DISTRICT 2  
J. ALEXANDRO LOZANO, DISTRICT 3  
MELINA CASTRO, DISTRICT 4  
PRESI ORTEGA, JR., DISTRICT 5  
EDDIE HOLGUIN JR., DISTRICT 6  
STEVE ORTEGA, DISTRICT 7  
BETO O'ROURKE, DISTRICT 8

## COMMUNITY AND HUMAN DEVELOPMENT

October 23, 2006

Mr. Richard Holt  
Chairman, Board of Trustees  
El Paso Mental Health and Mental Retardation Center  
P.O. Box 9997  
El Paso, TX 79990

Dear Mr. Holt

Please be advised that on October 17, 2006 City Council approved the reappointment of Dr. James Herendeen and Mr. Gilbert Carrasco to the El Paso Community Mental Health/Mental Retardation Center Board of Trustee. Their terms will expire on December 31, 2007. In accordance with State law they have been held over on the Board pending action by City Council. We have already advised them of their reappointment.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Nathalie Prise".

Nathalie Prise  
Director, Community and Human Development

CC: Mr. Gary Larcenaire  
Executive Director



TEXAS  
HISTORICAL  
COMMISSION

*The State Agency for Historic Preservation*

RICK PERRY, GOVERNOR

JOHN L. NAU, III, CHAIRMAN

F. LAWRENCE OAKS, EXECUTIVE DIRECTOR

October 17, 2006

Mr. Gary Sanchez  
Director of Development/HOPE VI Coordinator  
Housing Authority of the City of El Paso  
5300 Paisano Drive  
El Paso, Texas 79905-2931

*Re: Project review under Section 106 of the National Historic Preservation Act of 1966,  
Signed Revised Memorandum of Agreement for the Alamito Apartment HOPE VI Project,  
El Paso, El Paso County, Texas (HUD)*

Dear Mr. Sanchez:

Thank you for your correspondence describing the above referenced project. This letter serves as comment on the proposed undertaking from the State Historic Preservation Officer, the Executive Director of the Texas Historical Commission.

The review staff, led by Emily Thompson Payne, has received the final Memorandum of Agreement (MOA) for SHPO signature. **The signed revised agreement is enclosed.** We look forward to receiving a copy once the document has been circulated to all signatories.

Thank you for your participation in this federal review process. **If you have any questions concerning this review or if we can be of further assistance, please contact Emily Thompson Payne at 512/463-6214.**

Sincerely,

A handwritten signature in cursive script that reads "Emily Payne".

For:  
F. Lawrence Oaks  
Executive Director  
Texas Historical Commission

FLO/EP

**MEMORANDUM OF AGREEMENT BETWEEN THE CITY OF EL PASO,  
TEXAS, THE HOUSING AUTHORITY OF THE CITY OF EL PASO, TEXAS  
AND THE TEXAS STATE HISTORIC PRESERVATION OFFICER  
SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC  
PRESERVATION PURSUANT TO 36 CFR PART 800 REGARDING THE  
ALAMITO APARTMENT PROJECT**

**Whereas**, the U. S. Department of Housing and Urban Development (HUD) is funding a project pursuant to the HOPE VI Grant Program involving Alamito Apartments, a public housing development owned by the Housing Authority of the City of El Paso (HACEP); and

**Whereas**, HACEP, under the HUD HOPE VI Grant Program, proposes to demolish the residential buildings at Alamito Apartments in phases as shown in **Attachment "A"** and replace them with new multi- and single family homes for the elderly, mixed-income multifamily homes, and single family homes targeted for affordable ownership, such work hereinafter referred to as "Project" or "the Project"; and

**Whereas**, HUD regulations at 24 CFR Part 58 require certain entities to assume HUD's environmental responsibilities to include, but not limited to Section 106 of the National Historic Preservation Act of 1966, as amended; and

**Whereas**, HUD regulations at 24 CFR 58.2 designate the Responsible Entity for a public housing authority as the unit of general local government within which the Project is located that exercises land use responsibility, which in this instance is the City of El Paso, TX (referred hereto as the Responsible Entity); and

**Whereas**, the Responsible Entity has established the Project's Area of Potential Effects (APE), as defined at 36 CFR § 800.16(d), to be the entire area shown in Attachment A and labeled as the Alamito Apartments; and

**Whereas**, the Texas State Historic Preservation Officer (SHPO), has determined that the buildings of Alamito Apartments are eligible for listing in the National Register of Historic Places pursuant to 36 CFR § 800.4(c); and

**Whereas**, the Texas SHPO, has determined that the Project will adversely affect National Register eligible properties within the boundaries of the APE; and

**Whereas**, public input on the Project has been sought including notification of the Project being provided to the City of El Paso Landmark Commission, and the El Paso County Historical Commission wherein no objections to the demolition were brought forth; and

**Whereas**, the Responsible Entity has also invited the City of El Paso Landmark Commission to participate in the consultation and the Landmark Commission has chosen not to participate; and

**Whereas**, the Responsible Entity and HACEP have consulted with the Texas SHPO pursuant to 36 CFR Part 800 regulations implementing Section 106 of the National Historic Preservation Act, as amended (16 U.S.C. § 470f), to resolve the adverse effects of the Project on historic properties; and

**Whereas** HUD and the Texas SHPO are developing procedures to interpret and apply the 1999 HUD document "Public Housing in the United States, 1933-1949; A Historic Context" to properties in Texas; and

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

**Whereas**, upon execution of this MOA by all signatory parties, implementation of the stipulations of this MOA, may immediately proceed; and

**Now, therefore**, the Responsible Entity and the Texas SHPO agree that, upon submittal of this Memorandum of Agreement (MOA) to the Council, and upon HACEP's decision to proceed with the Project, HACEP, as overseen by the Responsible Entity when and as same is provided for herein, shall ensure that the following stipulations are implemented in order to take into account the effects of the Project on National Register-eligible properties.

## STIPULATIONS

HACEP will ensure that the following stipulations are carried out:

### I. ADMINISTRATIVE STIPULATIONS

#### A. Definition of Parties

For the purposes of this MOA, the term "Parties to this MOA" means the City of El Paso, TX ("Responsible Entity"), the Housing Authority of the City of El Paso, TX ("HACEP"), and the Texas State Historic Preservation Office ("SHPO").

#### B. Personnel Qualifications

HACEP shall ensure that all historic preservation work ("Preservation Work") performed pursuant to this MOA is carried out by or under the direct supervision of a person or persons meeting the appropriate Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9). HACEP shall forward compliance verification materials to the SHPO and Responsible Entity.

#### C. Reports

HACEP shall ensure that reports on all Preservation Work performed pursuant to this MOA are provided to the SHPO, Responsible Entity and, upon request, to other interested parties.

#### **D. SHPO Review**

Unless otherwise provided for in this MOA, the SHPO is permitted thirty (30) calendar days after the receipt of submitted documentation to review and respond with comment. The thirty (30) day review period does not begin until all pertinent documentation has been provided. The SHPO will notify the Responsible Entity within thirty (30) days of the receipt of the documentation if the documentation is inadequate. If the SHPO does not respond with comments within this time period, the SHPO is deemed to have concurred with and/or accepted the documentation provided and the HACEP may proceed with its project in accordance with all other stipulations of this MOA.

#### **E. Duration of Agreement**

If the stipulations of this MOA have not commenced by June 1, 2007, this MOA shall be terminated without need for further action. In such event, HACEP shall notify the parties to this MOA, and if it chooses to continue with the Project, shall re-initiate review of the undertaking in accordance with 36 CFR Part 800. If any of the stipulations in this MOA have been started prior to June 1, 2007, the duration of the agreement shall be until a Certificate of Occupancy is issued for all of the structures and the Historic Marker required pursuant to III.B is in place.

#### **F. Resolving Objections**

##### **1. Resolution of Objections Among Parties**

- a. Should the SHPO object within thirty (30) days to the Responsible Entity regarding plans or other documents provided by HACEP for review pursuant to this MOA, or to any actions proposed or initiated by HACEP with respect to the Project or implementation of this MOA, the Responsible Entity by and through its Director of Community and Human Development or that person's designee, shall consult with HACEP and SHPO to resolve the objection. If after initiating such consultation the Responsible Entity determines that the objection cannot be resolved through consultation, the Responsible Entity shall forward all documentation relevant to the objection to the Council in accordance with 36 CFR § 800.11(g), including its proposed response to the objection. Within thirty (30) days after receipt of all pertinent documentation, the Council shall exercise one of the following options:
  - i. Advise the Responsible Entity that the Council concurs to its proposed response to the objection, whereupon all Parties to this MOA will proceed accordingly;
  - ii. Provide the Responsible Entity with recommendations, which it shall take into account in reaching a final decision regarding its response to the objection; or
  - iii. Notify the Responsible Entity that the objection will be referred for comment pursuant to 36 CFR § 800.7(c), and proceed to refer the objection and comment. The resulting comment shall be taken into account by the Responsible Entity in accordance with 36 CFR § 800.7(c)(4) with reference to the subject of the dispute.
- b. Should the Council not exercise one of the above options within thirty (30) days after receipt of documentation provided by the Responsible Entity, the Council is deemed to have concurred in the Responsible Entity proposed response to the objection.
- c. The Responsible Entity shall take into account any Council recommendation or comment provided in accordance with this stipulation in making a decision on the subject of the objection. The Responsible Entity's responsibility to carry out all actions under this MOA that are not the subjects of the objection shall remain unchanged.

## **2. Resolution of Public Objections**

At any time during implementation of the terms set forth in this MOA, should an objection pertaining to this MOA be raised by a member of the public, HACEP shall notify the Parties to this MOA and take the objection into account, consulting with the objector and, should the objector so request, consult with any of the parties to this MOA to resolve the objection.

## **G. Amendments**

1. The Responsible Entity, HACEP, or the Texas SHPO may request that the MOA be amended, whereupon the Parties shall consult to consider whether an amendment is necessary.
2. If it is determined that an amendment to the MOA is necessary, the Parties will consult in accordance with 36 CFR § 800.6(c)(7) to consider such an amendment. No amendment to the MOA will become effective without the written concurrence of all the parties. The City of El Paso, as Responsible Entity, may concur and authorize an amendment with the written concurrence of its City Manager without the additional requirement of further City Council action.

## **H. Termination**

1. If the Responsible Entity or HACEP determines that it cannot comply with the stipulations of this MOA, or if the Texas SHPO determines that the MOA is not being implemented pursuant to stipulations provided for herein, the Responsible Entity, HACEP or the Texas SHPO may propose to the other parties to this MOA that it be terminated.
2. The party proposing to terminate the MOA shall so notify all Parties to this MOA, explaining the reasons for termination and affording them at least 30 days to consult and seek alternatives to termination. The Parties shall then consult.
3. Should such consultation fail, the Responsible Entity, HACEP, or the Texas SHPO may terminate the MOA by so notifying all parties.
4. Should this MOA be terminated, HACEP shall either:
  - a. Consult in accordance with 36 CFR § 800.6(c)(1) to develop a new MOA; or
  - b. Request the comments of the Council pursuant to 36 CFR § 800.7(a).

## **I. Recourse for Responsible Entity Action or Inaction**

The City of El Paso shall not be subject to any court proceeding for any action taken in violation of this MOA or not taken and otherwise required by this MOA. The only remedy available for such City action or inaction shall be termination of this MOA.

## **II. PLANNING, REHABILITATION AND NEW CONSTRUCTION**

### **A. New Design and Construction**

1. Architecture Review. HACEP shall consult with the Texas Historical Commission Division of Architecture ("Division of Architecture") when and as required by the Division of

Architecture during design development to ensure that related new residential construction “will be compatible with the historical materials, features, size, scale and proportion, and massing to protect the integrity of the property and its environments,” as stated by the *Secretary of the Interior’s Standards*. This will include compatibility with not only the retained portion of the historic Alamito complex, but also with the historic Alamo School and any additional historic resources identified by the Division of Architecture which are adjacent to the complex.

2. Site Planning. A December 1, 2005 letter from the Texas SHPO to HACEP cited and provided recommendations based from the document *Public Housing in the United States, 1933-1949; A Historic Context*, which was developed in 1999 by HUD and the National Park Service. This document states that community centers “were usually located near the path of greatest tenant traffic and adjacent to the major access points to the project” (Vol. I, pg. 19). To ensure that the historic Alamito Management and Community Center remains the focal point of the complex, HACEP will consult with the Division of Architecture during the development of the new Alamito Site Plan.
  - a. HACEP shall ensure that the new street plan for the Project will be designed to reflect the original configuration that existed before the construction of the Alamito Apartments and the resultant three “superblocks” that were created to the greatest extent possible in compliance with the current El Paso City Code.

#### **B. Preservation in Place and Rehabilitation**

HACEP shall preserve the existing Alamito Apartments Management and Community Center as a functional centerpiece of the revitalized Alamito complex. HACEP shall also preserve apartment units 36 and 38. Accordingly, HACEP shall ensure the following:

- a. The Management and Community Center and apartment units 36 and 38 shall be protected in place and rehabilitated in accordance with the recommended approaches set forth in the Standards provided for in the Secretary of the Interior’s Standards for Rehabilitation published in 48 FR 4471 or available online at [http://www.cr.nps.gov/hps/tps/standguide/rehab/rehab\\_standards.htm](http://www.cr.nps.gov/hps/tps/standguide/rehab/rehab_standards.htm) prior to completion of the Project.
- b. Plans and specifications for the Management and Community Center and apartment units 36 and 38 rehabilitation will be developed in consultation with the SHPO and submitted to the SHPO at the 35%, 75%, and 95% design stages for review and approval. HACEP shall take the SHPO’s comments into account in revising the rehabilitation plans and specifications.

#### **C. Interim Protection of Historic Building**

HACEP shall ensure that the historic Alamito Apartments Management and Community Center and apartment units 36 and 38 are properly secured and protected from vandalism, fire and weather damage, and any potential damage resulting from demolition and new construction activities in the area until the stipulations provided for in this MOA have been completed.

### **III. DOCUMENTATION AND HISTORIC RECOGNITION**

#### **A. Architectural Documentation**

HACEP shall complete each of the following stipulations in consultation with the Texas SHPO:

1. HACEP shall document representative examples of the existing residential buildings to meet the content, quality and presentation standards equivalent to the Secretary of the Interior's Standards for Architectural and Engineering Documentation, Historic American Buildings Survey (HABS) level II.
  - a. HACEP shall provide the SHPO an opportunity to review and comment on a comprehensive draft of the non-photographic portion of the documentation developed in accordance with Stipulation III.A.1, including copies of the documentation drawings, by October 2, 2006.
  - b. HACEP shall take the SHPO's comments into account in revising the documentation and will provide the SHPO an opportunity to review the revised documentation if the SHPO so requests. HACEP will ensure that revised documentation is provided to the SHPO for review within 60 days of receiving the SHPO's comments. HACEP shall also provide Responsible Entity a copy of all materials provided to the HACEP pursuant to Stipulation III.A.1. Responsible entity shall comment to SHPO and HACEP within 10 days of receipt of such materials if it has objections to the submitted documents.
  - c. Prior to any demolition activity at Alamito Apartments, the architectural photographic documentation required under Stipulation III.A.1 must be completed and accepted by the SHPO as meeting the *Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation* published in the Federal Register, Vol. 48, No. 190, 29 September 1983, p. 44730-34 or available online at <http://www.cr.nps.gov/habshaer/pubs/standard.htm>.
    - i. HACEP will provide photographic proofs to the SHPO for review of photographic quality and adequacy of views in portraying the character of the historic property.
    - ii. The SHPO will provide written approval or recommendations for additional work on the architectural documentation photographs within seven (7) working days of receipt of the proofs. If the SHPO does not provide comments on the documentation photographs within seven (7) working days, such photographs are deemed accepted by the SHPO and the HACEP may proceed accordingly.
    - iii. After the SHPO has determined that the architectural documentation photographs meet the Standards for Architectural and Engineering Documentation, demolition of the Alamito Apartments historic properties may proceed.
    - iv. If HACEP and the SHPO are unable to reach consensus on the quality and quantity of architectural photographic documentation required to meet the Standards for Architectural and Engineering Documentation for this undertaking, the objection will be settled pursuant to Stipulation I.F.1.
2. HACEP shall provide archival copies of the completed documentation, developed in accordance with Stipulation III.A, to the SHPO and the City of El Paso Public Library History Archive by January 2, 2007. The documentation photographic negatives shall be provided to the City of El Paso Public Library History Archive with its copy of the documentation.

#### **B. Historical Marker**

HACEP shall submit a completed State of Texas Historical Marker Application for the history of Alamito Apartments to the El Paso County Historical Commission (EPCHC) by January 2, 2007,

and resolve any EPCHC concerns or questions regarding the submitted documentation by January 2, 2008. HACEP shall follow up with EPCHC to ensure that a historic marker application is forwarded to the SHPO and that if the marker application is approved by the SHPO, that the marker is acquired and erected on the Project site within six (6) months of Project completion.

**Execution** of this MOA by the Responsible Entity, HACEP, and the Texas SHPO, its subsequent submittal to the Council, and implementation of its terms evidence that the Responsible Entity has afforded the Council an opportunity to comment on the Alamito Apartments HOPE VI project and its effects on historic properties, and that the Responsible Entity has taken into account the effects of the Alamito Apartments HOPE VI project on historic properties.

**CITY OF EL PASO, TEXAS (RESPONSIBLE ENTITY)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Joyce A. Wilson,  
City Manager

Approved as to Content:

By: Nathalie Prise Date: 10/23/06  
Nathalie Prise, Director of  
Community & Human Development

Approved as to Form:

By: Matt Watson Date: 10/23/06  
Matt Watson,  
Assistant City Attorney

**TEXAS STATE HISTORIC PRESERVATION OFFICER**

By: F. Lawrence Oaks Date: 10/17/2006  
F. Lawrence Oaks, Executive Director  
Texas Historical Commission

**THE HOUSING AUTHORITY OF THE CITY OF EL PASO, TEXAS**

By: Pablo Salcido Date: 10/19/06  
Pablo Salcido, President and CEO  
The Housing Authority of the City of El Paso

Approved as to Form:

By: Robert L. Blumenfeld Date: 10/19/06  
Robert L. Blumenfeld

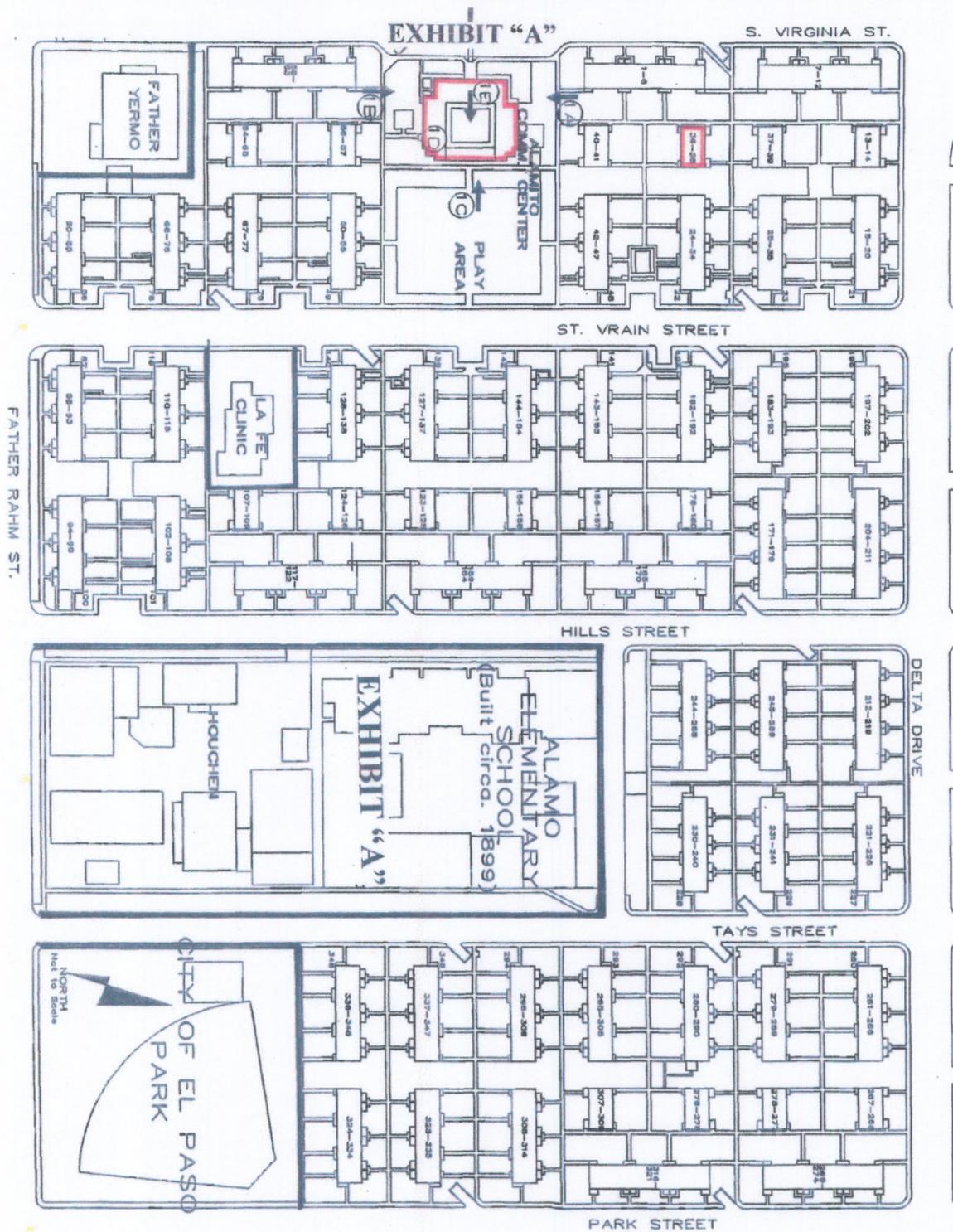


Exhibit "A"

All residents of Alamo Community have been relocated. For this reason the phasing of demolition will no longer be necessary. Demolition will take place in one phase. Within the Alamo community, all structures, with the exception of the community center and units 36 & 38, will be demolishes.