

**MEMORANDUM OF AGREEMENT
SUBMITTED TO THE
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING 642 WEST SHERMAN STREET TO BE DEMOLISHED BY
THE CITY OF PARIS, LAMAR COUNTY, TEXAS**

WHEREAS, the City of Paris, Texas (City), has determined that demolition will have an effect upon a dwelling determined to be eligible for inclusion in the National Register of Historic Places located at:

642 West Sherman Street

in Paris, Lamar County, Texas (Historic Property), and has consulted with the Texas State historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470f);

NOW, THEREFORE, the City and Texas SHPO agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on the Historic Property.

STIPULATIONS

The City will ensure that the following measures are carried out:

I. CONSULTATION TO AVOID ADVERSE EFFECT

- A. The City will consult with the SHPO and interested parties in developing and considering alternatives to demolition of the Historic Property including but not limited to:
1. Estimating the cost of exterior and interior rehabilitation and evaluating the feasibility of rehabilitation;
 2. Providing a copy of the work scope and cost estimate to the SHPO;
 3. Investigating alternative sources of funding the rehabilitation (see Attachment A); and
 4. Providing the SHPO with a statement regarding alternatives to demolition investigation by the City for the Historic Property and an information on why the alternatives were not feasible.

II. MITIGATION FOR ADVERSE EFFECT OF DEMOLITION OF HISTORIC PROPERTY

The City will ensure that the following measures are carried out prior to clearance of the Historic Property from its site if consultation to avoid the adverse effect pursuant to Stipulation I is unsuccessful in avoiding the City's demolition of the Historic Property;

- A. The City will take color photographs of all houses within the neighborhood occupied by the Historic Property, label them by address and key them to a street map of the neighborhood.
- B. The City will provide clear, labeled 3.5 x 5 inch photographic prints of the photographs taken pursuant to stipulation II.A, keyed to a street map of the neighborhood, to the SHPO.
- C. The completed documentation will be reviewed and accepted by the Texas SHPO prior to clearance of the Historic Property from its site.

III. AMENDMENTS

Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR §800.6(c)(7) and 800.6(c)(8). No amendment to this Agreement will become effective without the written concurrence of all the parties. The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Advisory Council on Historic Preservation. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation IV, below.

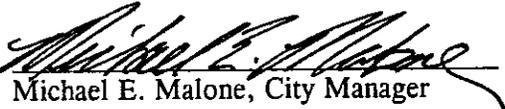
IV. DISPUTE RESOLUTION AND TERMINATION

Should the SHPO object within thirty (30) days to any document provided as mitigation for an adverse effect pursuant to this Agreement, the City shall consult with the Texas SHPO to resolve the objection or amend the Agreement. If the City determines that the object cannot be resolved and one of the signatories terminates the Agreement in accordance with 36 CFR §800.6(c)(8) the City shall request the comments of the Advisory Council on Historic Preservation in accordance with 36 CFR 800.7(a) and proceed accordingly.

V. EXPIRATION

This Agreement will continue in full force and effect until one year from the date of final signature. If this provisions of the Agreement have not been implemented prior to the expiration date the signatories shall consult to consider modification of this Agreement. No extension or modification will be effective unless all parties to the Agreement have agreed to it in writing.

EXECUTION of this Memorandum of Agreement by the City of Paris and the Texas SHPO, its subsequent acceptance by the Advisory Council on Historic Preservation and implementation of its terms, evidence that the City of Paris has afforded the Advisory Council on Historic Preservation an opportunity to comment on the proposed project and its effects on historic properties, and that the City of Paris has taken into account the effects of the undertaking on historic properties.

By: 
Michael E. Malone, City Manager
City of Paris

Date: 6/4/02

By: 
F. Lawrence Oaks
State Historic Preservation Officer

Date: 7.10.02

ACCEPTED for the Advisory Council on Historic Preservation.

By: _____
Advisory Council on Historic Preservation

Date: _____

I fully support the demolition of the premises located at 642 W. Sherman.

By: 
Patsy Reaves, Owner of 642 W. Sherman
Property

Date: 5-28-02

ATTACHMENT A

ALTERNATE SOURCES OF REHABILITATION FUNDS

1. Texas Community Development Program
2. USDA Rural Development 504 Loan/Grant
3. Department of Energy Weatherization Grant
4. Department of Human Resources Grant
5. Conventional Loan

FEASIBILITY OF ALTERNATIVES

1. TCDP program guidelines require rehabilitation and/or replacement not exceed \$25,000 without prior approval. The cost estimate previously provided THC from an eligible local contractor was \$48,620. This amount cannot be approved with funds available.
2. Due to the size of Paris (population 25,000) the 504 program is not available.
3. The Weatherization program has a maximum of \$3,500, and can only be used to "seal the envelope". That is, repair doors and windows, and caulking siding. Without extensive repair to the roof, foundation, electrical and plumbing, this unit would still be substandard.
4. The DHR grant has a lifetime maximum of \$5,000. This is inappropriate due to the same limitations under #3. The combination of both #3 and #4 would pay for less than 17% of the amount needed. This would leave a balance of \$40,120 necessary to complete the needed rehabilitation.
5. A conventional loan at 8% for 10 years would require a debt service of \$590 per month. Even if this applicant could obtain grants listed in #3 and #4, the monthly debt service is \$487 per month plus insurance on the loan. This applicant has a total monthly income of \$519.

The net effect of the above is that demolition and reconstruction of an energy efficient, handicapped accessible home is the only solution for this applicant's housing needs. The neighborhood pictures show this home is surrounded by dilapidated housing and vacant lots due to dilapidated housing already fallen or taken down. The City's historic residences are not in existence in this immediate area.