

**To the Mayor and Members of the City Council****September 6, 2022**

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**SUBJECT: PRESERVATION OF BUTLER PLACE HISTORIC RESOURCES**

The City of Fort Worth and Fort Worth Housing Solutions have negotiated a proposed memorandum of agreement with the Texas State Historic Preservation Officer to mitigate the adverse impacts of redevelopment on historic resources associated with Butler Place, a 42-acre former public housing site bounded by Interstate Highway 30, Interstate Highway 35, and U.S. Highway 287 near Downtown Fort Worth in Council District 8. The proposed agreement identifies the City and the State as signatories, Fort Worth Housing Solutions as an invited signatory, and the Tarrant County Black Historical and Genealogical Society and Historic Fort Worth as concurring parties. This informal report briefly explains the background and content of the proposed agreement, a copy of which is attached.

Fort Worth Housing Solutions is seeking approval from the U.S. Department of Housing and Urban Development of a "streamlined voluntary conversion" for the Butler Place property under Section 22 of the U.S. Housing Act of 1937, whereby Housing Solutions might subsequently sell that property to a qualified buyer for appropriate redevelopment. Portions of this property, including the former Carver-Hamilton Elementary School building and a 17-acre section listed on the National Register of Historic Places, are significant to Fort Worth's history and culture. Pursuant to Section 106 of the National Historic Preservation Act of 1966, Housing Solutions -- with concurrence by the City and the State -- is proposing to mitigate the adverse impacts of redevelopment on these resources by taking various actions, including the following:

- (a) Applying to the City of Fort Worth for Historic and Cultural Landmark (HC) designation of three buildings, including the former Carver-Hamilton Elementary School building and two former residential buildings on Stephenson Street within the National Register district;
- (b) Developing a 6.5-acre outdoor amphitheater on a hillside adjacent to the I.M. Terrell Academy campus;
- (c) Supporting the development of a Fort Worth African American museum and cultural center by contributing funds in the amount of \$10,000 toward a November 2021 community workshop and \$40,000 toward a feasibility study to be conducted in 2023;
- (d) Saving bricks from the Butler Place property for the fabrication of an appropriate public art installation on the property; and
- (e) Maintaining a photographic and video history of the Butler Place community.

The City's Neighborhood Services Department would be responsible for monitoring and reporting on the implementation of these actions.

The City and Fort Worth Housing Solutions on August 31 conducted a virtual public meeting to receive comments from interested parties about the proposed agreement. In response to comments from this public meeting and any additional comments to be presented by the U.S. Advisory Council on Historic Preservation, the signatories and concurring parties will jointly decide whether to revise the proposed agreement and then proceed to execute that agreement. Local historic designation of the three identified buildings, however, would require review and approval by the Fort Worth City Council.

If you have any questions about this information, please contact Assistant City Manager Fernando Costa at 817-392-6122 or [fernando.costa@fortworthtexas.gov](mailto:fernando.costa@fortworthtexas.gov).

**David Cooke**  
**City Manager**

**MEMORANDUM OF AGREEMENT AMONG  
THE CITY OF FORT WORTH, FORT WORTH HOUSING SOLUTIONS, AND  
THE TEXAS STATE HISTORIC PRESERVATION OFFICER  
REGARDING BUTLER PLACE IN FORT WORTH, TEXAS**

**RECITALS**

**WHEREAS**, the City of Fort Worth (“COFW”) plans to approve the environmental review as part of Fort Worth Housing Solution’s (“FWHS”) streamlined voluntary conversion application, which includes removal and disposition of Butler Place public housing project (undertaking) pursuant to 24 CFR § 58.5(a) and Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C. § 306108, “NHPA”); and

**WHEREAS**, the undertaking consists of the disposition of the entire Butler Place property of 72 buildings, twenty-five (25) of which are located within the Butler Place National Register Historic District (“Butler Place HD”). Of the buildings located within the Butler Place HD, twenty-one (21) are residential buildings, one (1) is a library/administration building, and the remaining three (3) are structures for utilities or equipment storage, and all structures within the Butler Place HD are considered contributing structures; and

**WHEREAS**, Butler Place was built in 1939-1940 under the U.S. Housing Act of 1937 (“USHA”) as an African American housing project designed to accommodate 250 African American families, and it is situated on 41.82 acres just east of downtown Fort Worth, framed by three major roadways—Highway 287, Interstate Highway 35, and Interstate Highway 30. In 1938, Fort Worth was successful in securing funding through the U.S. Housing Authority, with the Fort Worth Housing Authority acting as the local agent. Butler Place consists of 24 four-plex, 25 six-plex, 12 eight-plex and 7 ten-plex, 2-story brick veneer residential buildings with concrete foundations, composition shingle or tar and gravel roofs, featuring minimized or stripped Colonial Revival-styled details. The 412-unit property was listed on the National Register of Historic Places on August 4, 2011; and

**WHEREAS**, the area of potential effects (APE) as the project site has been defined as shown on Attachment A; and

**WHEREAS**, it has been found that the undertaking will have an adverse effect on Butler Place HD, and, with the concurrence of the Texas State Historic Preservation Officer (“SHPO”), the COFW, in conjunction with FWHS, will consult with the SHPO pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the NHPA; and

**WHEREAS**, the COFW and FWHS have consulted regarding the effects of the undertaking on historic properties, and, consequently, the COFW has invited FWHS to sign this Memorandum of Agreement (“MOA”) as an Invited Signatory; and

**WHEREAS**, the COFW, through FWHS, has consulted with the Tarrant County Black Genealogical and Historical Society, and Historic Fort Worth, as consulting parties regarding the effects of the undertaking on historic properties, has considered all comments received, and has invited them to sign the MOA as concurring parties; and

**WHEREAS**, the COFW, through FWHS, has invited the Alabama-Coushatta Tribe of Texas, the Apache Tribe of Oklahoma, the Tonkawa tribe of Indians of Oklahoma, the Comanche Nation of Oklahoma, Coushatta Tribe of Louisiana, and the Wichita and Affiliated Tribes to consult regarding the effects of the undertaking on historic properties, and COFW and FWHS received no

comments; and

**WHEREAS**, the COFW and FWHS have conducted three community meetings, including two focus group meetings with selected stakeholders in September 2019 and a public meeting with all interested parties in August 2022, to discuss the effects of the undertaking on historic properties and solicited comments and feedback on those effects in accordance with Section 106 of the NHPA; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), COFW, through FWHS, 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**, COFW and the SHPO agree that the provisions of this MOA shall be implemented in accordance with the following provisions in order to take into account the effect of the undertaking on historic properties.

## **STIPULATIONS**

The COFW, in cooperation with FWHS, shall ensure that the following measures are carried out:

### **I. ROLES AND RESPONSIBILITIES**

- A.** This MOA shall not be construed to commit any funding from the COFW or other parties, except as specifically stated. Any agreement by the COFW to perform any action, provide any funding, or otherwise have responsibility for any task, duty, or other obligation in connection with this MOA or the undertaking will be memorialized in a separate agreement outlining the respective rights and obligations of the parties thereto.
- B.** Nothing in this MOA shall be construed to create a joint-employer relationship, joint venture, or other legal partnership between the signatories. The doctrine of respondeat superior shall not apply to the signatories, and it is expressly understood that no party shall control any other and each party is in charge of its own employees, officials, and other agents.
- C.** This MOA shall be subject to and construed in accordance with the laws of the State of Texas, and venue for any action, whether real or asserted, brought in connection with this MOA shall lie in Tarrant County, Texas.
- D.** Each party shall be responsible for its own actions and omissions, and no party shall be responsible for the actions or omissions of any other party.
- E.** The parties agree that nothing herein shall be construed as a waiver immunity by any party and that it is the intention of the parties that all immunities remain in full force.
- F.** The COFW shall have the right to audit all documents exchanged as part of this MOA to the extent the COFW receives or pays any funds hereunder. It is understood that the COFW shall not receive or pay any funds under this MOA.

### **II. MINIMIZATION AND MITIGATION**

#### **A. PRESERVATION OF HISTORIC BUILDINGS AND LANDSCAPE FEATURES**

FWHS, by and through itself, any of its instrumentality or instrumentalities, shall:

1. Apply to the COFW for a Historic and Cultural Landmark (“HC”) designation for the former Carver-Hamilton Elementary School building, marked “E,” located at 1201 E. 13<sup>th</sup> Street. The building is not under a HUD declaration of trust and will continue to

- serve as the administrative office for FWHS through the fall of 2022. (Attachment A)
2. Apply to the COFW for a Historic and Cultural Landmark (“HC”) designation for one vacant 10-unit building, marked “A,” located at 1801-1825 Stephenson Street. Following necessary rehabilitation work, this building would be utilized for office space for a proposed amphitheater, event services, maintenance, equipment storage or other vendors. (Attachment A)
  3. Apply to the COFW for a Historic and Cultural Landmark (“HC”) designation for one vacant 10-unit building, marked “B,” located at 1715-1750 Stephenson Street. Following necessary rehabilitation work, this building would be utilized for concessions and restrooms in support of a proposed amphitheater on the site. (Attachment A)
  4. Ensure the construction of an outdoor amphitheater in the area marked “C” on the Butler Site Plan, which is on a 6.5-acre hill between Stephenson Street and IM Terrell Way Circle North. The area is already sloped and has two walkways for convenient access for audiences. The amphitheater could accommodate approximately 1,000 guests on terraced, grass covered landings. (Attachment A).
  5. Retain and preserve the library building (the original administrative office) doorway and roof components and incorporate them into the amphitheater structure design.
  6. Reserve the area Marked “D” in the attached between the two designated buildings for green space. The proposed green space has existing mature trees which help to preserve the natural beauty of the Butler Place site. Construct a plaza, sculpture, or outdoor mural in the space to help create a more vibrant green landscape. (Attachment A)
  7. FWHS shall by December 1<sup>st</sup> of each year, beginning December 1, 2022, submit to COFW and SHPO a report including any proposed scheduling changes, any problems encountered, and any disputes and objections received in FWHS’ efforts to carry out its responsibilities under the terms of this MOA.

## **B. DOCUMENTATION AND PUBLIC ENGAGEMENT**

FWHS, by and through itself, any of its instrumentality or instrumentalities, shall:

1. Support the development of a Fort Worth African American museum and cultural center by contributing funds in the amount of \$10,000 toward a community workshop and \$40,000 toward a feasibility study.
2. Save a minimum of 1,000 bricks from the Butler Place property for future use in a public art installation.
3. Maintain the curated collection of historical photographs displayed during the April 2021 Fair Housing Month at the Fort Worth Community Arts Center. The collection will be available to institutions or museums to ensure future public access.
4. Maintain the video history of Butler Place, co-produced with the City of Fort Worth, that premiered in the Denton Black Film Festival, Jan. 27 – Feb. 1, 2021. The video will be available for future viewing.
5. Engage Fort Worth Public Art to issue a call for artists and to determine the location on the Butler Place site for the public art display. FWHS is to cover the cost of brick cleaning and artist’s expenses.
6. Through a public engagement process, develop a list of historic names for naming buildings, streets, and open spaces on the original site.
7. Create a commemorative plaque to celebrate the historical significance of the site.

## **IV. DURATION**

This MOA will expire ten (10) years from the date of its execution by the Signatory and

Invited Signatory parties. Prior to such time, COFW may, directly or indirectly through FWHS, consult with the parties hereto and other stakeholders to reconsider the terms of the MOA and propose amendments in accordance with Section VI below.

## **V. MONITORING AND REPORTING**

By January 1<sup>st</sup> of each year commencing on January 1, 2023 following the execution of this MOA until it expires or is terminated, COFW shall provide all parties to this MOA and the ACHP, if appropriate, 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 COFW's efforts to carry out the terms of this MOA.

## **VI. DISPUTE RESOLUTION**

Should any Signatory or Invited Signatory to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the COFW shall consult with such party to resolve the objection. If the COFW determines that such objection cannot be resolved, the COFW will:

- A. Forward all documentation relevant to the dispute, including the COFW's proposed resolution, to the ACHP. The ACHP shall provide the COFW with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the COFW shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, the parties to this MOA, and provide them with a copy of this written response. The COFW will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the COFW may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the COFW shall prepare a written response that takes into account any timely comments regarding the dispute from the parties to this MOA, and provide them and the ACHP with a true and correct copy of such written response.
- C. The COFW's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

## **VII. AMENDMENTS**

This MOA may be amended only in writing executed by all Signatory and Invited Signatory parties to this MOA. The amendment will be effective on the date the last signatory executes the amendment.

## **VIII. TERMINATION**

If any Signatory or Invited Signatory to this MOA determines that it cannot perform the MOA's terms, that party shall immediately consult with the other parties to attempt to develop an amendment per Section VII, above. All parties will use best efforts and work in good faith in order to undertake viable alternative terms to this MOA that will replace the provision incapable of

performance and each party will execute an amendment to this MOA evidencing the alternative provision. If within thirty (30) days (or another time period agreed to by all parties to this MOA) an amendment cannot be reached, any Signatory or Invited Signatory party may terminate the MOA upon written notification to the other parties.

If this MOA is terminated prior to the expiration set forth in Section IV and prior to work concluding as contemplated in this MOA, COFW must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The COFW shall notify the parties hereto as to the course of action it will pursue.

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*Signature Pages follow.*

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**SIGNATORY PARTIES:**

**The City of Fort Worth**

\_\_\_\_\_  
Date  
**Fernando Costa, Assistant City Manager**

**Approved as to form and legality:**

\_\_\_\_\_  
Date  
**Jo Ann Gunn, Assistant City Attorney**

**City of Fort Worth Contract Compliance Manager:**

By signing I acknowledge that I am the person responsible  
For the monitoring and administration of this contract, including  
Ensuring all performance and reporting requirements.

\_\_\_\_\_  
Date  
**Amy Connolly , Assistant Director, Neighborhood Services Department**

**Texas State Historic Preservation Officer**

\_\_\_\_\_  
Date  
**Mark Wolfe, State Historic Preservation Officer**

**INVITED SIGNATORIES:**

**The Housing Authority of the City of Fort Worth dba**

**Fort Worth Housing Solutions**

\_\_\_\_\_  
Date  
**Mary-Margaret Lemons, President**

**CONCURRING PARTIES:**

**Tarrant County Black Genealogical and Historical Society**

\_\_\_\_\_  
Date  
**Brenda Sanders-Wise, Executive Director**

**Historic Fort Worth**

\_\_\_\_\_  
**Jerre Tracy, Executive Director**

Date

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**ATTACHMENT A**

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# BUTLER PLACE SITE MAP - HISTORIC PRESERVATION

08-03-2022

