

**MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF LAS VEGAS OFFICE OF COMMUNITY SERVICES,
COMMUNITY DEVELOPMENT PARTNERS,
AND THE
NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE BALTIMORE GARDENS AND CLEVELAND GARDENS
REHABILITATION PROJECT, LAS VEGAS, NEVADA**

WHEREAS, The City of Las Vegas Office of Community Services (City) plans to fund the Baltimore Gardens and Cleveland Gardens Rehabilitation Project (Undertaking) with Federal Housing and Urban Development HOME funds; and

WHEREAS, the Undertaking consists of Community Development Partners (Developer) utilizing HOME funding to rehabilitate 201 garden-style apartment units (located in twenty-two buildings within two multi-family housing complexes) at 316 W. Baltimore and 311 W. Cleveland. The rehabilitation ("Undertaking") includes the modernization of the units, including replacing windows at Baltimore Gardens in addition to replacing and resizing window locations at Cleveland Gardens; and

WHEREAS, Agency, in consultation with the Nevada State Historic Preservation Officer (SHPO) and in accordance with 36 CFR § 800.4(a)(1) has defined the Undertaking's area of potential effects (APE) as depicted in Attachment A; and

WHEREAS, the City in consultation with the SHPO and in accordance with 36 CFR § 800.4(b) and § 800.4(c) has determined that the two multi-family housing complexes are potentially eligible for listing in the National Register of Historic Places (NRHP) and the Undertaking will have an adverse effect on historic properties; and

WHEREAS, the City has consulted with the Indian tribe(s) as listed in Attachment B, for which no historic properties of religious and cultural significance, were identified; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the City has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has declined to participate in the consultation pursuant to 36 C.F.R. § 800.6(a)(1)(iii); and

WHEREAS, the City has invited Community Development Partners (the "Developer" for this project) to participate as an invited signatory to this agreement; and

NOW, THEREFORE, the City, Developer, and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of said Undertaking on historic properties.

STIPULATIONS

The Agency shall ensure that the following measures are carried out:

I. DOCUMENTATION

A. Neighborhood Photographs

1. Developer will take color digital photographs documenting the Baltimore Gardens and Cleveland Gardens Apartments prior to the initiation of any activities associated with this Undertaking. The color digital photos will be taken in accordance with the National Park Service's Photo Policy for "Best" practices as outlined in their document https://www.nps.gov/nr/publications/bulletins/photopolicy/Photo_Policy_update_2013_05_15.pdf and will include the following to be keyed to a map or site plan:
 - a. A series of images documenting every possible elevation of each apartment building included in the Baltimore Gardens apartment complex.
 - b. A series of images documenting every possible elevation of each apartment building included in the Cleveland Gardens apartment complex.
 - c. A series of images depicting the interior spaces and finishes of a representative apartment.

B. City Submission of Photos

1. Developer, through City, will submit the digital color photographs described in Stipulation I.A.1.a-b to the SHPO for review and comment. The SHPO will review the documentation for completeness within two (2) working days of receipt. The SHPO will send comments to City for action, if needed. City will transmit any comment to Developer. Developer will submit all amended documents to the City and the SHPO for review.
2. Owner will submit the final color digital photographs and map/site plan to the SHPO on a CD-R Archival Gold or DVD-R Archival Gold disk.
3. Upon SHPO acceptance of the documentation described in Stipulation I.A.1.a-c, City may initiate any part of the Undertaking.

C. Recordation of Historic Resources

1. Developer will hire an architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61 A) (hereinafter referred to as "the contractor") to complete cultural resources work that shall include:
 - a. Historic and architectural contexts for the area. The context will focus on the mid-century, multifamily neighborhood situated west of S. Las Vegas

Boulevard and east of S. Industrial Road. Its boundaries are roughly defined as New York Avenue to the north, Fairfield Avenue and Commerce Street to the east, Cincinnati Avenue to the south, and Tam Drive and Industrial Road to the west. See Attachment C for context boundaries. The contractor, in consultation with the SHPO, may modify these boundaries based on his/her understanding of the historic development of the neighborhood. The architectural context will specifically address multifamily housing in the area. The context will address the history and themes of the area, including development patterns, demographics, period(s) of significance, and the mid-century aesthetic as interpreted for the neighborhood's associated property types.

- b. Completed SHPO Architectural Resource Assessment (ARA) forms for the Baltimore Gardens and Cleveland Gardens apartment complexes.
2. Agency shall provide a draft report containing the required elements described in Stipulation I.C.1.a-b above to the SHPO within twelve months of the execution of this MOA.
3. The SHPO shall review the draft report and provide comments back to City. City shall transmit comments to Owner. If the SHPO does not respond within 30 days of their receipt of the document, City can assume concurrence with the adequacy of the report and finalize.
4. City, in consultation with Developer, shall make any SHPO requested changes to the report and return the amended report to the SHPO within 60 days of City receipt of SHPO comments.
5. City shall submit a copy of the final report to 1) the SHPO; 2) the University of Nevada, Las Vegas Special Collections Repository; 3) the Nevada Preservation Foundation; and 4) the City of Las Vegas Historic Preservation Commission.

II. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. The City of Las Vegas may consult with all signatories prior to expiration in order to reexamine the terms of the MOA, determine if those terms remain acceptable, and renew the MOA for another period of time not to exceed five (5) years.

III. POST-REVIEW DISCOVERIES

If properties are discovered that may be historically significant or unanticipated effects on historic properties found, the City shall contact the SHPO.

IV. AMENDMENTS

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 signed by all of the signatories is filed with the ACHP.

V. 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. If within thirty (30) days (or another time period agreed to by all signatories) 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 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 City shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the City and the SHPO, together with implementation of its terms, evidence that the City has taken into account the effects of this Undertaking on historic properties and fully satisfied its obligations under Section 106 of the NHPA and its implementing regulations.

SIGNATORIES:

CITY OF LAS VEGAS



Stephen K. Harsin AICP, Director, Office of Community Services

Date 2-2-17

NEVADA STATE HISTORIC PRESERVATION OFFICE



Rebecca L. Palmer, Nevada State Historic Preservation Officer

Date 2/7/17

INVITED SIGNATORIES:

COMMUNITY DEVELOPMENT PARTNERS



NAME, TITLE Eric Paine, CEO

Date 2-3-17

APPROVED AS TO FORM:



Robert S. Sylvain
Deputy City Attorney

Attachments:

ATTACHMENT A
Map of APE with description



APE written description:

The APE is roughly bounded by the north side of W. Baltimore Avenue, the west side of Tam Drive, and the south side of W. Cleveland Avenue. It includes the subject properties, which will be directly impacted by the proposed project. To account for indirect effects, the APE was expanded to include all resources within the viewshed of the subject properties (304-316, 309, 320, and 329 W. Cleveland Avenue; 3, 10, and 2104 Tam Drive; and 251 and 325 W. Boston Avenue).

ATTACHMENT B

**List of Tribal Entities Contacted per May 2015 listing on Tribal Directory
Assessment Tool (TDAT)**

Colorado River Indian Tribes of the Colorado River Indian Reservation
Fort Mojave Indian Tribe
Hualapai Indian Tribe of the Hualapai Indian Reservation
Kaibab Band of Paiute Indians of the Kaibab Indian Reservation
Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony
Moapa Band of Paiute Indians of the Moapa River Indian Reservation
Paiute Indian Tribe of Utah

ATTACHMENT C

Boundary for Historic and Architectural Context (red line)

