

**MEMORANDUM OF UNDERSTANDING**

**between**

**CITY OF LAS VEGAS, NEVADA**

**ON BEHALF OF THE OFFICE OF COMMUNITY SERVICES**

**and**

**NEVADA STATE HISTORIC PRESERVATION OFFICE**

This Memorandum of Understanding (MOU) is entered into by and between the City of Las Vegas, a municipal corporation within the State of Nevada, acting by and through its Office of Community Services (OCS) and the Nevada State Historic Preservation Office (SHPO) to set establish procedures for receiving grants from the U.S. Department of Housing and Urban Development (HUD).

**RECITALS**

WHEREAS, OCS proposes to administer and fund projects and programs in the City of Las Vegas with federal grant funds from HUD including the Community Development Block Grant Program (CDBG) under Title I of the Housing and Community Development Act of 1974; the McKinney Homeless Programs including the Emergency Shelter Grant Program, Transitional Housing, Permanent Housing for the Homeless Handicapped, and Supplemental Assistance for Facilities to Assist the Homeless; the Home Investment Partnership Act (HOME) Program; the Housing Opportunities for Persons with Aids Program (HOPWA), grant from the Housing Recovery Act of 2008; the Lead-Based Paint Hazard Control Grant Program (LBPHC) and any other program delegated to the City pursuant to 24 CFR Part 58 and Section 106 of the National Historic Preservation Act (54 U.S.C. § 306108) (hereinafter collectively referred to as “the Programs”); and

WHEREAS, HUD regulations require grantees to consult with the SHPO in accordance with 24 CFR Part 58 where environmental review responsibilities have been delegated to OCS; and

WHEREAS, OCS has determined that there may be projects which are administered and funded under the Programs which may have an effect on properties included in, or eligible for inclusion, in the National Register of Historic Places (Historic Properties; and NRHP) and has, in making this determination, consulted with the SHPO pursuant to the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C. § 300101 et seq.); and

NOW, THEREFORE, it is mutually agreed that in order to satisfy the City’s responsibilities under Section 106 of the National Historic Preservation Act, OCS will administer each of the Programs in accordance the following provisions and stipulations within the jurisdiction of the City of Las Vegas, Nevada, which includes CDBG eligible census tracts.

OCS will ensure that the following measures are carried out:

## **I. AREA OF POTENTIAL EFFECT**

For purposes of this MOU, the Area of Potential Effect (APE) will be limited to the individual building when a proposed project involves the acquisition of real property and/or the improvement of its existing interior features or immediately adjacent properties in instances where the project work affects the exterior of the property.

## **II. IDENTIFYING HISTORIC PROPERTIES**

- A. OCS will determine the age of all properties in the APE by consulting appropriate public documents such as documents on file with the Clark County Assessor's Office, Clark County, Nevada.
- B. If public records indicate that properties in the APE are less than fifty (50) years of age, and they do not appear to be of any extraordinary historic or architectural importance as determined by individuals hired by OCS meeting the Secretary of Interior's Qualifications for an Architectural Historian per Appendix A of 36 CFR 61 (hereinafter referred to as the Consultants), no consultation with the SHPO is required and the project may proceed as determined by the OCS representative, the OCS Director or his/her designee. The OCS representative will retain copies of all determinations made under this stipulation for public inspection consistent with public records requirements.
- C. If public records indicate that any property in the APE is fifty (50) years of age or older (hereinafter identified as an "historic resource"), the OCS representative must initiate consultation with the SHPO unless the project is exempt from further consultation with the SHPO as specified in Stipulation III below.
- D. If the project affecting historic resources is not exempt from further consultation with the SHPO, the OCS representative shall submit the following documentation to the SHPO for review:
  1. Age of all historic resources as listed on Clark County Assessor records and maps website <http://www.co.clark.nv.us/assessor/disclaim.htm>.
  2. Original or digital photograph(s) of all historic resources showing all four elevations or as many sides as possible to accurately represent the historic property and structure/s and surrounding neighborhood, labeled appropriately.
  3. Map illustrating the APE and indicating the location of all historic resources in the APE.
  4. The Consultant's recommendation of NRHP eligibility for all historic resources in the APE and a description of the historic resources, which will also include the addresses and APNs.
  5. Copy of the work write-up for the property.
- E. The SHPO shall have thirty (30) days upon receipt of project documentation by the OCS to review the project. Failure of the SHPO to respond within this time period shall not preclude the OCS from proceeding with a project.

- F. If the OCS, in consultation with the SHPO, determines that the historic resources are not eligible for inclusion in the NRHP, the OCS representative will document such determination in the file and the project may proceed.
- G. If the OCS and the SHPO disagree regarding the potential eligibility of the historic resources, OCS shall forward appropriate documentation to the Keeper of the NRHP for an official determination. Failure of the Keeper to respond to OCS within forty five (45) days of submission of documentation to the Keeper shall not preclude the OCS from proceeding with project.
- H. If historic resources are determined eligible for the NRHP, either through consensus between OCS and the SHPO, or through formal determination from the Keeper, and the project does not qualify as an exempt activity as defined in Stipulation III, OCS shall consult with the SHPO as required per 36 CFR 800.4(d).

### **III. EXEMPT ACTIVITIES**

Project activities not requiring review by the SHPO are enumerated in Stipulation III. These projects include:

- A. Projects limited to the modification of interior spaces within single-family residential structures where such work will not be visible from the exterior of the structure.
- B. City improvement projects that include the installation of streets, sidewalks, curbs, gutters, and ADA ramps for sidewalks. The Consultants will review and provide comment to OCS for the record for all such projects.
- C. The following activities, whether undertaken separately or cumulatively:
  - 1. Electrical work.
  - 2. Plumbing work.
  - 3. Installation of mechanical equipment that does not affect the exterior of the building.
  - 4. Repainting of existing exterior painted surfaces if destructive surface preparation treatments are not used, including, but not limited to, waterblasting, sandblasting, and chemical removal.
  - 5. Repair or partial replacement of porches, cornices, exterior siding, doors, balustrades, stairs, or other trim, when the replacement is done in-kind to match as close as possible the original material and form.
  - 6. Replacement of windowpanes in-kind or with double or triple glazing as long as glazing is clear and not colored, and replacement does not alter existing window material and form; however, work involving windows with original leaded or stained glass will be submitted for review.
  - 7. Floor refinishing, repair and replacement.
  - 8. Caulking and weather stripping with compatibly colored materials.

9. Roof repair or replacement if replacement is in-kind to match the original as close as possible.
10. Replaced or added insulation.
11. Drywall repair or replacement.
12. Installation of fire or smoke detectors.
13. Installation of security devices, including dead bolts, door locks, window latches, and door peepholes, and the installation of electronic security systems.
14. Repair or replacement of driveways, walkways, or fencing if replacement is in-kind.
15. Installation of grab bars and minor interior modifications for handicap accessibility, an installation of portable ramps and wedges in the interior of the structure.
16. Repair or replacement of signs or awnings.
17. Repair or replacement of interior stairs.
18. Repair or replacement of bathroom or kitchen fixtures, including sinks, bathtubs, toilets and cabinets.
19. Affordable Rental Housing (Purchase or Lease).
20. Homebuyer Assistance or Lease to Own programs.
21. Repair or rehabilitation (limited to in-kind replacement of building materials only) of the interior and exterior of garages/carports and storage sheds.
22. Repair, replacement or repainting of fascia board or overhang/eaves when the replacement is done in-kind to match as close as possible the original material and form.
23. Repair or replacement of rain gutters when the replacement is completed in-kind to match as close as possible the original material and form.
24. Repainting or replacement of patio covers when the replacement is completed in-kind to match as close as possible the original material and form.

#### **IV. SHPO REVIEW TIME**

In accordance with existing regulations (36 CFR 800.3(c)(4)), the SHPO shall have thirty (30) days upon receipt of documentation from the City of Las Vegas for their review and comment. The failure of the SHPO to respond within this time period shall not preclude the City of Las Vegas from proceeding with a project.

#### **V. RESOLUTION OF DISAGREEMENT**

- A. Should any Signatory disagree about the implementation of this MOU for a specific project, the Signatories will meet to resolve the dispute. If the Signatories cannot resolve the dispute, the OCS will forward all documentation to the Advisory Council for Historic Preservation (ACHP) for comment.
- B. Members of the public, an organization, or Indian Tribe that disagree with the OCS's efforts to identify historic properties or comply with the provisions of this MOU or the regulations, will bring their concerns to the SHPO who will meet with the City to resolve the dispute. If the Signatories cannot resolve the dispute, the City shall:

1. Forward all documentation relevant to the dispute, including the OCS's proposed resolution, to the ACHP. The ACHP shall provide the OCS 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 OCS shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the SHPO and provide them with a copy of this written response. The OCS will then proceed according to its final decision.
2. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the OCS may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the OCS shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO, and provide them and the ACHP with a copy of such written response.
3. The OCS'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.

#### **VI. DURATION, AMENDMENT, AND TERMINATION OF THIS MOU**

- A. Duration. This MOU will become effective upon signature by the City of Las Vegas and the SHPO and automatically terminate in three (3) years after the date of the last signature unless it is extended by written agreement of the Signatories.
- B. Amendment. Amendment to this MOU may be requested of either Signatory for consideration of inclusion in this MOU. No amendment or addendum to this MOU will go into effect without signed concurrence of the City of Las Vegas and the SHPO.
- C. Termination. This MOU may be terminated at any time by the OCS Director or the SHPO upon thirty (30) days written notice. If the MOU is terminated, the City will consult as per 36 CFR 800.3-7 for all projects described in this MOU.

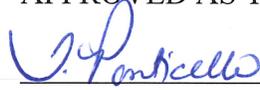
MEMORANDUM OF UNDERSTANDING  
CITY OF LAS VEGAS

**SIGNATORIES**

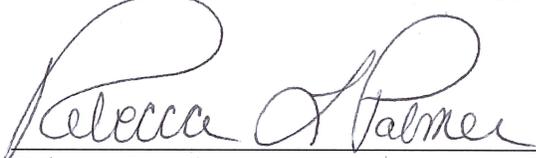
CITY OF LAS VEGAS

  
\_\_\_\_\_  
Kathi Thomas-Gibson, Director      8/8/18  
Office of Community Services      Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
8/13/18  
Date

NEVADA STATE HISTORIC PRESERVATION OFFICE

  
\_\_\_\_\_  
Rebecca L. Palmer      08/22/18  
Nevada State Historic Preservation Officer      Date