

**MEMORANDUM OF AGREEMENT
BETWEEN CITY OF LAS VEGAS, OFFICE OF COMMUNITY SERVICES
AND THE
NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE CORRIDOR OF HOPE PROJECT**

WHEREAS the **City of Las Vegas (City)** intends to provide Certified Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) to develop a service center that will support the homeless population in Las Vegas (undertaking) hereby making the Corridor of Hope an undertaking subject to review under Section 106 of the National Historic Preservation Act (54 U.S.C. § 300101 et seq., hereinafter, NHPA) and its implementing regulations 36 CFR Part 800; and

WHEREAS the undertaking requires the demolition of several parcels of land and existing structures. The demolition of the parcels will support the development of the undertaking pursuant to 24 CFR 58.2; and

WHEREAS, City has defined the undertaking's area of potential effect (APE) as parcel number 139-27-504-014 (formerly 139-27-504-003), 310 Foremaster Lane; 139-27-504-004, 314 Foremaster Lane; 139-27-504-005, 1417 N. Las Vegas Boulevard; 139-27-504-009, 401 N. Las Vegas Boulevard; and 139-27-504-001, 1425 N. Main Street. The indirect APE is limited to the viewshed of the parcels immediately adjacent to the direct APE: parcels 139-26-101-003; 139-26-102-002; 139-26-102-003; 139-27-502-020; 139-27-503-006; 139-27-504-002; 139-27-504-006; 139-27-504-012; and 139-27-603-028 (Attachment A); and

WHEREAS, City, in consultation with the **Nevada State Historic Preservation Office (“SHPO”)**, has determined that the undertaking may have an adverse effect on **1425 N. Main Street (B15516)**, (Carroll’s Hamburgers), which is eligible for listing in the National Register of Historic Places (NRHP) under Secretary’s Significance criterion A; and

WHEREAS, City, in consultation with the SHPO, has identified the following resources in the area of indirect effects for the undertaking: Woodlawn Cemetery, listed in the NRHP in 2006 and the CARE complex at 200 Foremaster Lane which the City is treating as eligible for the purposes of the undertaking; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), City has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation pursuant to 36 CFR § 800.11(e) and the ACHP has chosen not to participate in consultation pursuant to 36 CFR § 800 6(a)(1)(iii); and

NOW, THEREFORE, City 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 the undertaking on historic properties.

STIPULATIONS

City shall ensure that the following stipulations are met:

I. DOCUMENTATION OF CARROLL'S HAMBURGERS (RESOURCE #B15516)

- A. City shall hire an architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards (36 CFR 61) (hereinafter referred to as "the contractor") to complete the following building documentation of this property:
1. Color digital images of exterior and interior views of the resource will be taken in accordance with the National Park Service's Photo Policy for "Best" practices: https://www.nps.gov/nr/publications/bulletins/photopolicy/Photo_Policy_update_2013_05_15.pdf. The contractor will key photos to an aerial photo or site plan. The contractor will print photos as 8-1/2 x 11 prints at 600 dpi on archival paper. The contractor will save digital images on an archival CD per NPS Photo Policy for "Best" practices. The SHPO must approve photo documentation prior to the start of any demolition or ground disturbance.
 2. Color digital images shall include exterior and interior views of the resource. The exterior should be fully documented by at least 6 views including a) the front and one side; b) the rear and one side; c) the front elevation; d) environmental view showing the building as part of its larger landscape; e) major elements of the building, including doors, windows, additions, etc.; and f) details, such as materials and hardware. Interior photographs should yield information about the floor plan. Three or four views should be sufficient to document the significant elements of the interior.
 3. The contractor will key images to a sketch plan of the building, which indicates the interior layout.
 4. Reproductions of historic photographs, images, and/or drawings (blueprints etc.) of this building, if available.
 5. Written history about the historic property that includes a description of the building's historic significance to the surrounding neighborhood.
- B. City shall submit draft images electronically to the SHPO for review and comment. The SHPO will review the documentation for completeness within fifteen (15) days of receipt. The SHPO will send its comments electronically to the City for action, if needed. If the SHPO does not respond within this timeframe, City shall finalize the report.
- C. City will address all SHPO comments and submit any amended draft documents with the required changes to the SHPO.

- D. Upon the SHPO's final acceptance of the images, City may initiate any part of the undertaking. City shall submit the remaining historic documentation (written history etc.) to the SHPO for review and comment within six (6) months after the SHPO's acceptance of the digital images.

II. DESIGN REVIEW OF UNDERTAKING AND PROPOSED DEVELOPMENT PLANS FOR THE PARCEL

City has not determined the effect of the undertaking on historic properties within the indirect APE for this undertaking, as the early conceptual design documents were not available prior to the execution of this MOA. To ensure that the undertaking will not pose an adverse effect to historic properties indirectly affected by the undertaking, the process for review of designs will be as follows:

- A. City shall submit draft early conceptual design drawings for the undertaking to the SHPO for review and comment within fifteen (15) calendar days of their completion or receipt by City. The drawings should include a proposed site / landscape plan as well as conceptual building elevations. Concurrent with this submission, City shall also provide the public with an opportunity to review and comment on the documents through any existing public notification and consultation process previously established for this purpose.
- B. The SHPO will review the conceptual design drawings within fifteen (15) days of receipt. The SHPO will send its comments electronically to the City for action, if needed. If the SHPO does not respond within this timeframe, City may finalize the drawings or proceed to the next step in the design process.
- C. City shall provide the SHPO with all comments received from the public on the draft early conceptual design drawings within ten (10) days of receipt. The SHPO will review the public comments within ten (10) days of receipt and provide City with additional comments as needed.
- D. City shall address all comments provided by the SHPO in accord with Stipulation II.B and II.C above and provide the SHPO with document that specifically responds to the SHPO comments.
- E. City shall submit any updated design drawings to the SHPO when available.
- F. The SHPO will review the updated design drawings within fifteen (15) days of receipt. The SHPO will send its comments electronically to the City for action, if needed. If the SHPO does not respond within this timeframe, City may finalize the drawings or proceed to the next step in the design process.
- G. City shall address all comments provided by the SHPO in accord with Stipulation II.F

above and provide the SHPO with document that specifically responds to the SHPO comments.

III. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, City may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation VI below.

IV. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, City shall provide all parties to this MOA 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 City's efforts to carry out the terms of this MOA.

V. DISPUTE RESOLUTION

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

- A. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP shall provide City and SHPO 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, City 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. City 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, City may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, City shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO, and provide SHPO and the ACHP with a copy of such written response.
- C. City'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. 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.

VII. 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 parties to attempt to develop an amendment per Stipulation VI, above. If within thirty (30) days (or another time period agreed to by the signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatory.

Once the MOA is terminated, and prior to work continuing on the undertaking, 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. City shall notify the signatories as to the course of action it will pursue.

VIII. COUNTERPART SIGNATURES

This MOA will be signed in counterparts, each signature will be effective, and binding as if the signatories had signed the same document.

Execution of this MOA by City and the SHPO and implementation of its terms evidence that City has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

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SIGNATORIES:

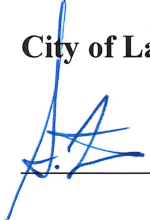
City of Las Vegas

 Date 11/6/18

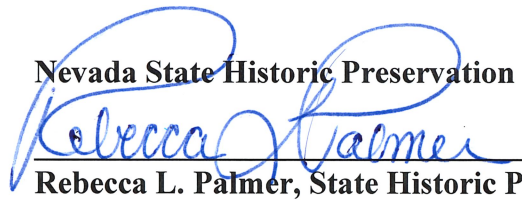
Kathi Thomas-Gibson, Director, Office of Community Services

Approved as to form:

City of Las Vegas, Office of City Attorney

 Seth T. Floyd
Deputy City Attorney Date 11/5/18

Nevada State Historic Preservation Officer

 Date 11/15/18

Rebecca L. Palmer, State Historic Preservation Officer

ATTACHMENT A

APE MAP

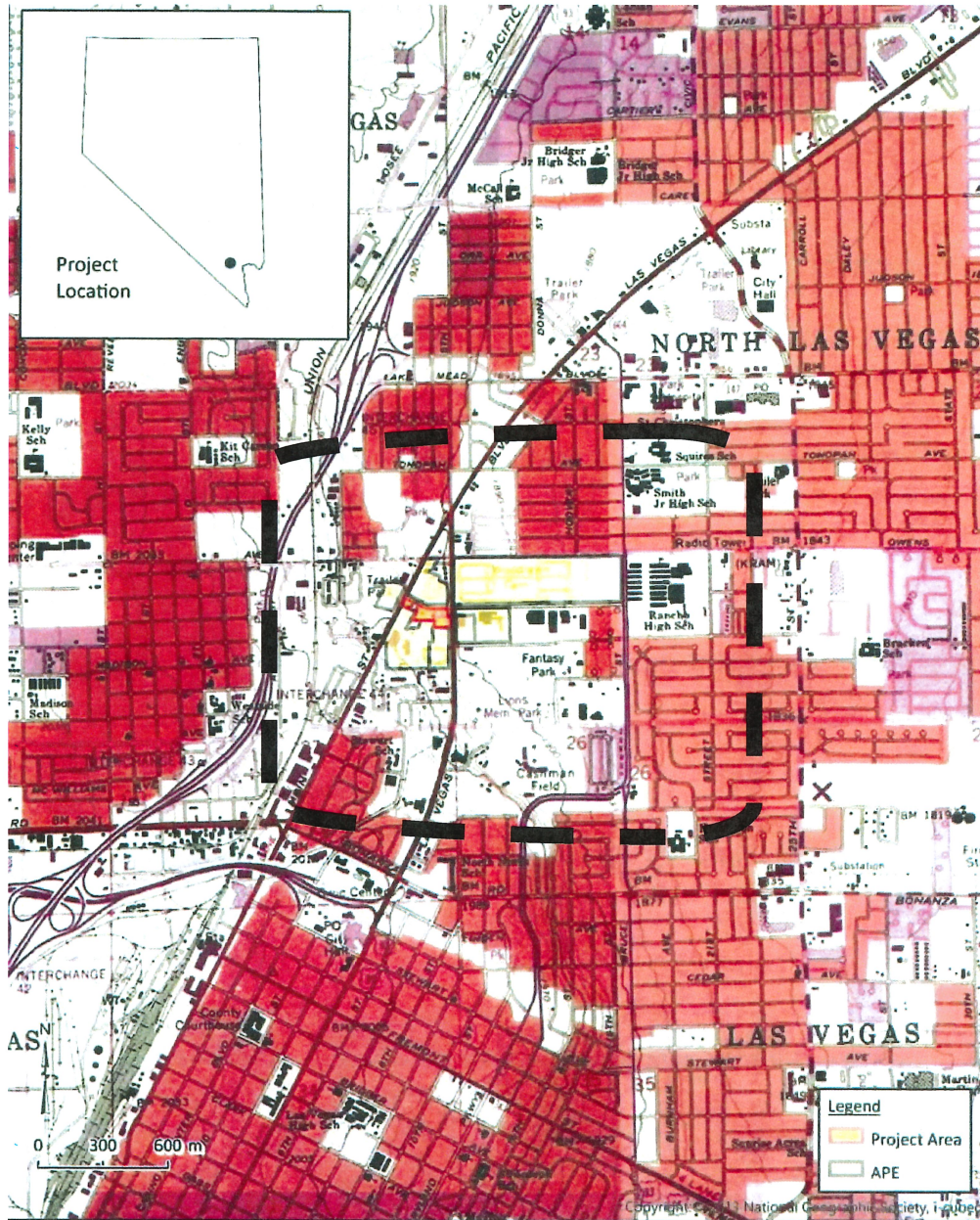


Figure 1: APE and Project Location Map

City of Las Vegas, Corridor of Hope
Environmental Review

 **BROADBENT**
Date: 10/3/2017
Project #: 17-02-139