

**MEMORANDUM OF AGREEMENT
BETWEEN
THE CITY OF LAS VEGAS
AND THE
SOUTHERN NEVADA REGIONAL HOUSING AUTHORITY
AND THE
NEVADA STATE HISTORIC PRESERVATION OFFICE
REGARDING THE
MARBLE MANOR PROJECT**

WHEREAS, this MEMORANDUM OF AGREEMENT ("MOA") is entered into by and between the City of Las Vegas, a Nevada municipal corporation ("City"), the Southern Nevada Regional Housing Authority ("SNRHA"), and the Nevada State Historic Preservation Office ("SHPO"). The City, SNRHA and SHPO are collectively referred to herein as the "Parties," and individually as a "Party." The effective date of this MOA (the "Effective Date") shall be the date of full and mutual execution and delivery of this MOA by the Parties. WHEREAS, SNRHA is the owner of Marble Manor, a public housing development located at 1320 Morgan Ave., Las Vegas, Nevada 89106, APN: 139-28-702-001 (the "Property"); and

WHEREAS, the City intends to use funds from the U.S. Department of Housing and Urban Development (HUD) to assist SNRHA in constructing a new public housing complex in the place of the existing Marble Manor thereby making the Marble Manor Project 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 (the "Undertaking"); and

WHEREAS, HUD has designated the City as the responsible entity for the Undertaking and the City has hired an architectural historian who meets the Secretary of the Interior's Professional Qualifications Standards (36 CFR § 61) (contractor); and

WHEREAS, the Undertaking requires the demolition of all buildings and structures on the Property; and

WHEREAS, the City has defined the Undertaking's Area of Potential Effect (APE) as APN 139-28-702-001 (32 acres) and the viewshed of the proposed project, which consists of 316 acres (Attachment A); and

WHEREAS, the City has determined that the Undertaking will have an adverse effect on Marble Manor (D469), which is eligible for listing in the National Register of Historic Places (NRHP) under Criteria A and C, and has consulted with SHPO; and

WHEREAS, the City sent certified letters containing a description of the Undertaking to the following Tribal Organizations: Fort Mojave Indian Tribe of Arizona, California & Nevada, the Las Vegas Tribe of Paiute Indians of the Las Vegas Indian Colony, the Moapa Band of Paiute Indians of the Moapa River Indian Reservation, and the Colorado River Indian Tribes of the Colorado River Indian Reservation, and has not received a response as of February 25, 2025; and

WHEREAS, the City sent certified letters containing a description of the Undertaking to the following interested parties: Nevada Preservation Foundation, the Walker African-American Museum & Research Center, the Nevada Historical Society, and has not received a response as of February 25, 2025; and

WHEREAS, on August 28, 2024, the City of Las Vegas Historic Preservation Commission was presented a report by the City's Neighborhood Services Department regarding a draft Section 106 Cultural Resources Inventory Report drafted for the SNRHA for the Property, and the City of Las Vegas Historic Preservation Officer will agendize mitigation products produced under this MOA (see Stipulation IV) for their review and comment at a future meeting; and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), the 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 the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, the Parties 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

The City of Las Vegas and Southern Nevada Regional Housing Authority shall ensure that the following measures are carried out:

I. HISTORIC DOCUMENTATION

The City's contractor previously completed a district-wide architectural inventory of all buildings and structures within Marble Manor (D469): *Section 106 Cultural Resources Inventory Report for the Marble Manor Environmental Review* dated July 2024. This report documents Marble Manor (D469) with narrative, maps, photographs, historic context, and Architectural Resource Assessment (ARA) Forms.

- A. The City shall send a copy of this report to a publicly accessible archival facility named in Stipulation III below.
- B. This report will be added to the SHPO's Nevada Cultural Resource Information System (NVCRIS).

II. PRODUCTION OF EDUCATIONAL MATERIALS

The SNRHA will install interpretive signage presenting the history of the Marble Manor development through text and images at or near the main entry to the new development. These elements may be placed within an entry courtyard or within the main lobby of the building serving the administrative and property management functions.

The SNRHA will commission a public art piece such as a mural or sculpture to be placed on the Marble Manor property or on nearby public right-of-way such as a public park. The SNRHA will consult with the City's Historic Preservation Office and Historic Preservation Commission to review historical data, such as text and images, and consult with the City's Department of Parks, Recreation, & Cultural Affairs to seek local artists, sculptors, etc. and to assist with public outreach and seeking funding sources.

- A. The SNRHA will send the SHPO photographs of the installed signage and public art for the SHPO's records.

III. ARCHIVING HISTORIC DOCUMENTS

The SNRHA will collect and donate original architectural drawings, photographs, maps, correspondence, and government records, as available, pertaining to the Marble Manor (D469) to a publicly accessible archival facility, such as the Nevada State Museum, Las Vegas Cahlan Research Library, or the University of Nevada, Las Vegas, Lied Library Special Collections & Archives library, to be archived in perpetuity.

Documents required by the SNRHA for property management needs for existing historic-age properties within the SNRHA inventory will be scanned by either institution, and scans and/or full-size prints provided to the SNRHA for use.

- A. The SNRHA will inform the SHPO in writing which archival facility has accepted documents and include a summary about what materials were donated.

IV. PREPARATION OF HISTORIC CONTEXT

The SNRHA will contract with a historic preservation professional who meets the Secretary of the Interior's Professional Qualifications Standards to prepare a historic context for public housing development in the City of Las Vegas. The historic context will place the Marble Manor public housing development within the broader public housing trends in Nevada and the United States. The context will present a comparative analysis of styles and materials prescribed for public housing in and around Nevada and the United States from the latter half of the nineteenth century through the first half of twentieth century. Research will explore legislative actions, allocated funding, and other factors determining styles; materials; site layout, including buildings and open spaces; interior floorplans; locations; and functions of public housing developments.

This historic context may be used in both technical reports and public outreach. As a component of technical reports, the context may be used to assess the significance of other, similar public housing developments within the region. Further, it may be developed into a publication, such as a book/booklet, journal article, public presentation, interpretive signage, and/or other educational materials. These materials may be used to increase public knowledge and appreciation of this aspect of local history. Additionally, historic contexts provide registration requirements for listing significant properties in the NRHP and make recommendations of NRHP eligibility for those properties surveyed as part of the context.

- A. The SNRHA will submit a draft document to the SHPO and City of Las Vegas Historic Preservation Commission for review. The SHPO and City of Las Vegas Historic Preservation Commission will provide comments to the SNRHA within thirty (30) calendar days of receipt. If the SHPO and City of Las Vegas Historic Preservation Commission do not respond in a timely fashion, the SNRHA may finalize the document.
- B. The SNRHA's contractor shall address any SHPO and City of Las Vegas Historic Preservation Commission comments and provide a revised final draft to the SNRHA.
- C. The SNRHA will provide a revised final draft to the SHPO and City of Las Vegas Historic Preservation Commission for a fifteen (15) calendar day review from receipt. If the SHPO and City of Las Vegas Historic Preservation Commission do not respond in a timely fashion, the SNRHA may finalize the document.
- D. The SNRHA will send both a final hard copy and an electronic copy to the City of Las Vegas Historic Preservation Commission and the SHPO to be posted on the SHPO's website for public accessibility.

V. DURATION

This MOA will expire if its terms are not carried out within eight (8) years from the Effective Date. Prior to such time, the City may consult with the SHPO to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

VI. POST REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties found, the City shall implement the process found in 36 CFR § 800.13(b) and (c).

VII. MONITORING AND REPORTING

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

VIII. DISPUTE RESOLUTION

Should any 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 City shall consult with such party to resolve the objection. If the City determines that such objection cannot be resolved, the City will:

- A. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP shall provide the City, the SNRHA 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, the City shall prepare a written response that takes into account any timely advice or comments regarding the

dispute from the ACHP, the SHPO, and SNRHA and provide them with a copy of such written response. The 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, the City may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO and SNRHA, and provide them and the ACHP with a copy of such written response.
- C. The 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.

IX. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all Parties. The amendment will be effective on the date a copy signed by all of the Parties is filed with the ACHP.

X. TERMINATION

If any Party 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 IX, above. If within thirty (30) days (or another time period agreed to by all Parties) an amendment cannot be reached, any Party may terminate the MOA upon written notification to the other Parties.

Once the MOA is terminated, and prior to work continuing on the Undertaking, the City and SNRHA must either (a) execute a 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 and SNRHA shall notify the SHPO as to the course of action they will pursue.

XI. EXECUTION

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


This MOA may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement.

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IN WITNESS WHEREOF, the Parties have executed this MOA as of the Effective Date as defined herein.


SIGNATORIES

City of Las Vegas

By: 
Mike Janssen
City Manager

Date: 3/20/25

Approved as to Form: Dimitri P. Dalacas
Chief Deputy City Attorney

By: 
Deputy City Attorney

Date: 3/5/25

Nevada State Historic Preservation Office

By: 
Robin K. Reed, Deputy State Historic Preservation Officer

Date: 3/27/25

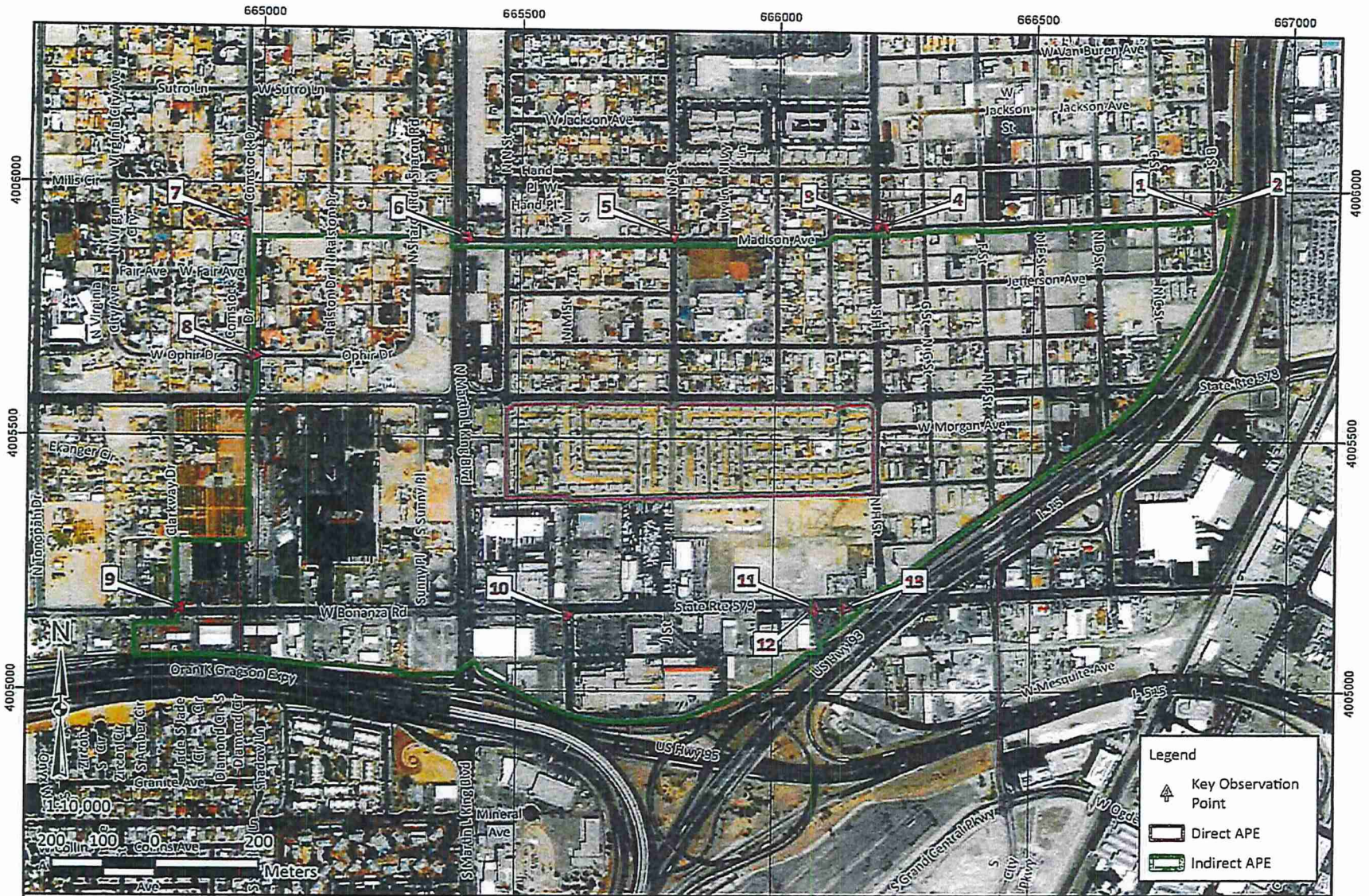
Southern Nevada Regional Housing Authority

By: 
Lewis Jordan, Executive Director

Date: 3/6/25


PL: 24-1901.033

Attachment A



Map 2: Areas of Potential Effect

Marble Manor Architectural Survey


BROADBENT
 Date: 7/2/2024
 Project #: 24-17-103

Datum: NAD 1983 UTM Zone 11N Source: Esri World Imagery (Maxar)