

**MEMORANDUM OF AGREEMENT  
BETWEEN  
WASHINGTON COUNTY, VIRGINIA  
AND  
THE VIRGINIA STATE HISTORIC PRESERVATION OFFICE (VA SHPO)  
REGARDING THE  
MEADOWVIEW COMMUNITY SERVICE FACILITY**

**WHEREAS**, the County of Washington, Virginia has applied for and received a Community Development Block Grant (CDBG) to address the need for a community service facility in the Meadowview community; and

**WHEREAS**, Congress amended the Housing and Community Development Act of 1974 (HCD Act) in 1981 to give each State the opportunity to administer CDBG funds for non-entitlement areas; and

**WHEREAS**, in the Commonwealth of Virginia the Department of Housing and Community Development (DHCD) administers CDBG funds from the U.S. Department of Housing and Urban Development under the HCD Act; and

**WHEREAS**, in accordance with 24 CFR Part 58, the County has assumed responsibility for compliance with applicable State and Federal laws and requirements, including the National Historic Preservation Act (16 U.S.C. 470f) (NHPA); and

**WHEREAS**, the County will use CDBG funds to address the community needs by constructing a multi-use community facility; and

**WHEREAS**, the County, in consultation with the Virginia Department of Historic Resources, the Virginia State Historic Preservation Office (VA SHPO), has established the Undertaking's area of potential effect (APE) as the Meadowview Town Square which is eligible for listing on the National Register of Historic Places; and

**WHEREAS**, pursuant to the County's contract with DHCD for CDBG funding, the County has to address the blight of the H.B. Maiden and Sons Building, a vacant structure in a severe state of deterioration which is considered contributing to the Historic District, and no feasible alternative to demolition has been found according to the April 2004 Preliminary Architectural Report (PAR) conducted for the property by Thompson & Litton Engineering and Architectural Services; and

**WHEREAS**, the VA SHPO has determined that the demolition of the H.B. Maiden and Sons Building, located on the Meadowview Town Square has resulted in an adverse effect on the Historic District pursuant to 36 CFR Part 800.6 of the regulations implementing Section 106 of the NHPA; and

**WHEREAS**, the County has afforded the interested public an opportunity to comment through a public meeting held on Wednesday March 8, 2005 at the Washington County Administration Building; and

**WHEREAS**, the County has notified the Advisory Council on Historic Preservation (Council) in accordance with 36 CFR Part 800.6(a)(1) about the adverse effect and has invited them to participate in this Agreement and they have declined.

**NOW, THEREFORE**, the County and the VA SHPO agree that upon the County's decision to proceed with the Undertaking, the County shall ensure that the following stipulations are implemented in order to take into account the effects of the Undertaking on historic properties and that these stipulations shall govern the Project and all of its parts until this MOA expires or is terminated.

### **STIPULATIONS**

The County shall ensure that the following stipulations are implemented.

#### **I. New Construction of Community Facility**

- A. When design plans for new construction, including buildings, parking lots, or other improvements, are developed for the H.B. Maiden and Sons Building site, those design plans will be provided to the VA SHPO for review and approval, before construction begins. The design plans for new construction shall be compatible with the appearance and materials of the historic properties in the vicinity of the site. Materials provided to the VA SHPO for review and approval of new construction shall at a minimum include proposed elevations of the new building(s), identification of building materials, plan(s) for site work and landscaping, and photos of buildings adjoining and in the vicinity of the new building sites(s), to demonstrate that the design(s) for the new construction are compatible with adjoining and nearby historic properties.

#### **II. Mitigation**

The advanced deterioration of the H.B. Maiden and Sons building caused it to be declared an imminent public threat and it was demolished by the current property owner, Meadowview First, Inc., prior to the notification of the CDBG grant award. The County shall complete the following mitigation for the adverse effect.

##### **A. Exhibit Design and Installation**

Washington County shall work with the Washington County Historical Society, and the Meadowview Community to gather photographs and memorabilia related to the H.B. Maiden and Sons Building and the history of the

Meadowview Town Square. The collected material will be presented in an exhibit located in the new facility.

- The exhibit shall be developed within two years of the execution of this agreement. Once the preliminary design and location of the exhibit have been determined, the County shall consult with the SHPO to ensure that the proposal will fulfill this Stipulation.
- Following installation, the County shall provide photographs of the final exhibit and a list of materials included in the exhibit to the SHPO. The exhibit shall remain on display for no less than 3 years.

### **III. Unanticipated Discoveries**

The County shall ensure that third party construction documents contain the following provisions for the treatment of unexpected discoveries:

- A. In the event that a previously unidentified archaeological resource is discovered during ground disturbing activities, the construction contractor will notify the County who will immediately notify the VA SHPO. All construction work involving subsurface disturbance will be halted in the area of the resource and in the surrounding area where further subsurface remains can reasonably be expected to occur. The County will secure the services of an archaeologist meeting *The Secretary of the Interior's Professional Qualifications Standards* (36 CFR Part 61), who will inspect the work site and determine the area and the nature of the affected archaeological property. Construction work may then continue in the project area outside the site area. The County will provide to the VA SHPO its recommendation on the National Register eligibility of the resource to which the VA SHPO will respond within two (2) working days. If the resource is determined by the County and the VA SHPO to be not eligible for listing in the National Register, work may proceed without further evaluation.
- B. If the County and the VA SHPO agree that the resource is eligible for listing in the National Register, the County shall develop a treatment plan to reduce, minimize, or mitigate any adverse effect to the resource. The VA SHPO shall provide comments on any treatment plan submitted within two (2) business days of receipt. If the VA SHPO fails to comment, the County may assume concurrence and implement the plan. Work in the affected area shall not proceed until after the full implementation of a treatment plan; or the determination is made that the located resource is not eligible for inclusion on the National Register.
- C. Should the County and the VA SHPO be unable to agree on the eligibility or the appropriate treatment of the resource, the County shall initiate the process set forth in the Dispute Resolution procedures of this Agreement.

#### **IV. Human Remains**

- A. Human remains and associated funerary objects encountered during the course of actions taken as a result of this Agreement shall be treated in the manner consistent with the provisions of the *Virginia Antiquities Act*, Section 10.1-2305 of the *Code of Virginia*, and with the final regulations adopted by the Virginia Board of Historic Resources and published in the Virginia Register of July 15, 1991.
- B. In the event that the human remains encountered are likely to be of Native American origin, whether prehistoric or historic, the County will immediately notify the Virginia Council on Indians (VCI). The treatment of Native American human remains and associated funerary objects will be determined in consultation with the VCI. All reasonable efforts will be made to avoid disturbing Native American gravesites and associated artifacts. To the extent possible, the County will ensure that the general public is excluded from viewing any Native American gravesites and/or associated funerary objects. No photographs of any Native American gravesites and/or funerary objects will be released to the press or to the general public.
- C. The County may obtain a permit from the VA SHPO for the removal of human remains in accordance with the regulations stated above. In reviewing a permit involving removal of Native American human remains, the VA SHPO will notify and consult with the VCI as required by the regulations stated above.

#### **V. Administrative Stipulations**

##### **A. Dispute Resolution**

1. Should any party to this Agreement object in writing to the County regarding any action carried out or proposed with respect to the undertaking or implementation of this Agreement, the County shall consult with the objecting party to resolve the objection. If after initiating such consultation, the County determines that the objection cannot be resolved through consultation, the County shall forward all documentation relevant to the objection to the Council, including the County's proposed response to the objection. Within thirty (30) days after receipt of all pertinent documentation, the Council shall exercise one of the following options:

- a. Advise the County that the Council concurs in the County's proposed response to the objection, whereupon the agency will respond to the objection accordingly;
- b. Provide the County with recommendations, which the County shall take into account in reaching a final decision regarding its response to the objection; or

- c. Notify the County that the objection will be referred for comment pursuant to 36 CFR Part 800.7(a)(4), and proceed to refer the objection and comment. The County shall take the resulting comment into account in accordance with 36 CFR Part 800.7(c)(4) and Section 110(l) of the NHPA.

2. Should the Council not exercise one of the above options within thirty (30) days after receipt of all pertinent documentation, the County may assume the Council's concurrence in its proposed response to the objection.

3. The County shall take into account any Council recommendation or comment provided in accordance with this stipulation with reference only to the subject of the objection; the County's responsibility to carry out all actions under this Agreement that are not the subjects of the objection shall remain unchanged.

4. At any time during implementation of the measures stipulated in this Agreement, should an objection pertaining to this Agreement or the effect of any individual undertaking on historic properties be raised by a member of the public, the County shall notify the parties to this Agreement and take the objection into account, consulting with the objector and, should the objector so request, with any of the parties to this Agreement to resolve the objection.

#### B. Amendment and Termination

1. Any party to this Agreement may request that it be amended, whereupon the parties shall consult in accordance with 36 CFR Part 800.13 to consider such an amendment.

2. If the County determines that it cannot implement the terms of this Agreement, or if the VA SHPO determines that the Agreement is not being properly implemented, the County or the VA SHPO may propose to the other party that it be terminated.

3. Termination shall include the submission of any outstanding documentation on any work done up to and including the date of termination.

4. A party proposing to terminate this Agreement shall so notify all parties to the Agreement, explaining the reasons for termination and affording them at least thirty (30) days to consult and seek alternatives to termination. The parties shall then consult.

5. Should such consultation fail and the Agreement be terminated, the County shall comply with 36 CFR Part 800.3 through Part 800.6 with regard to individual undertakings covered by this Agreement.

#### C. Duration of the Agreement

This Agreement will continue in full force and effect until three years after the date of the last signature. At any time in the sixth-month period prior to such date, the County may

request the VA SHPO to consider an extension or modification of this Agreement. No extension or modification will be effective unless all parties to the Agreement have agreed with it in writing.

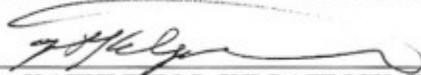
Execution of this Agreement by the County and the VA SHPO, and its submission to the Council in accordance with 36 CFR Part 800.6(b)(1)(iv), shall, pursuant to 36 CFR Part 800.6(c), be considered to be an agreement with the Council for the purposes of Section 110(1) of the NHPA. Execution and submission of the Agreement, and implementation of its terms evidence that the County has afforded the Council an opportunity to comment on the Undertaking, and its effects on historic properties, and that the County has taken into account the effects of the Undertaking on historic properties.

**COUNTY OF WASHINGTON**

By:   
MARK REETER, COUNTY ADMINISTRATOR

Date: 11-9-05

**VIRGINIA DEPARTMENT OF HISTORIC RESOURCES**

By:   
KATHLEEN S. KILPATRICK, DIRECTOR  
AND STATE HISTORIC PRESERVATION OFFICER

Date: 12/1/03