

**MEMORANDUM OF AGREEMENT
BETWEEN DOUGLAS COUNTY
AND THE
NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE
EAGLE GAS STATION REDEVELOPMENT PROJECT
1395 HIGHWAY 395 NORTH, GARDNERVILLE, NV**

WHEREAS, Douglas County has been awarded 2014 HUD Small Cities CDBG funds for the Eagle Gas Station Redevelopment Project in the Town of Gardnerville pursuant to the U.S. Department of Housing and Urban Development Small Cities CDBG Program, under Title I of the Federal Housing and Community Development Act of 1974, as amended 24 CFR Part 58; and

WHEREAS, the undertaking consists of site remediation activities, renovations to the existing gas station building, and site improvements; and

WHEREAS, Douglas County has defined the undertaking's area of potential effects (APE) as consisting of 13 parcels with 11 of the 13 parcels identified as being 50 years of age or older, including the Eagle Gas Station parcel; and

WHEREAS, Douglas County has determined that the undertaking may have an adverse effect on the Eagle Gas Station, which is eligible for listing in the National Register of Historic Places, and has consulted with the Nevada State Historic Preservation Officer (SHPO) pursuant to 36 CFR, Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (54 U.S.C § 306108); and

WHEREAS, Douglas County has consulted with the Town of Gardnerville regarding the effects of the undertaking on historic properties and invited the Town to sign the MOA as an invited Signatory; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), Douglas County has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen *not to* participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, Douglas County, the SHPO, and the Town of Gardnerville agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effects of the undertaking on historic properties.

STIPULATIONS

I. WEBSITE

a. The Town of Gardnerville will create a web page on its web site to document the history of the gas station and the members of the community that owned and operated the facility, to include original photos, newspaper articles, videos and/or audio recordings, and some information (historic context) about SHELL gas stations of this design.

II. INTERPRETATIVE SIGNS

a. The design concept for the redevelopment of this former gas station includes the construction of interpretative signs. One of the interpretative signs to be constructed on the site will include a collage of early photos of the gas stations that were constructed on this site since 1928 and across the street where the Frosty's was located with appropriate labels or an available key to the images. Gas station photos will also be placed inside the building along with historic photos of downtown Gardnerville with labels or a key to the images.

III. MURAL

a. The Town of Gardnerville will create a mural on one of the interior walls of the building depicting historic buildings that have been demolished in recent years within downtown Gardnerville, such as the East Fork Hotel and the Pyrenees.

IV. STANDARDS

- a. All work carried out pursuant to this Agreement shall meet the Secretary of the Interior's Standards for Rehabilitation;
- b. Douglas County shall ensure that all work carried out pursuant to this Memorandum of Agreement (MOA) shall be done by or under the direct supervision of historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards. Douglas County shall ensure that consultants retained for services pursuant to the MOA meet these standards.

V. 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, Douglas County may consult with the other Signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

VI. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, Douglas County 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 Douglas County's efforts to carry out the terms of this MOA.

VII. 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, Douglas County shall consult

with such party to resolve the objection. If Douglas County determines that such objection cannot be resolved, Douglas County will:

A. Forward all documentation relevant to the dispute, including Douglas County's proposed resolution, to the ACHP. The ACHP shall provide Douglas County 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, Douglas County shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and Signatories and provide them with a copy of this written response. Douglas County 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, Douglas County may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, Douglas County shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories to the MOA, and provide them and the ACHP with a copy of such written response.

C. Douglas County'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.

VIII. AMENDMENT

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.

IX. 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 per Stipulation VIII, above. 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, Douglas County 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. Douglas County shall notify the Signatories as to the course of action it will pursue.

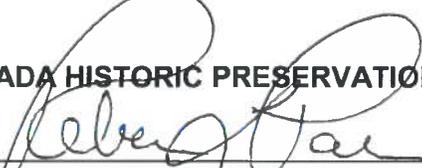
Execution of this MOA by Douglas County and the SHPO and implementation of its terms evidence that Douglas County has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES:

DOUGLAS COUNTY

By:  3-18-16
Mimi Moss, AICP Community Development Director Date

NEVADA HISTORIC PRESERVATION OFFICER

By:  3/21/16
Rebecca L. Palmer, State Historic Preservation Officer Date

INVITED SIGNATORY:

TOWN OF GARDNERVILLE

By:  3.18.16
Tom Dallaire, P.E., Town Manager Date