

## **MEMORANDUM OF AGREEMENT**

### **BETWEEN THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT, THE HOUSING AUTHORITY OF THE CITY OF COLUMBIA, AND THE SOUTH CAROLINA STATE HISTORIC PRESERVATION OFFICER REGARDING THE REVITALIZATION/DEMOLITION OF GONZALES GARDENS COLUMBIA, RICHLAND COUNTY, SOUTH CAROLINA**

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) will convey Gonzales Gardens, which is currently a public housing property, to the City of Columbia Housing Authority (CHA) to develop privately owned affordable housing; and

**WHEREAS**, the undertaking consists of the revitalization of Gonzales Gardens, which includes the demolition of 280 obsolete dwelling units of public housing in accordance with HUD approval of the CHA Choice Neighborhood Plan developed under the auspices of a HUD Choice Neighborhood Planning Grant; and

**WHEREAS**, HUD has defined the undertaking's area of potential effects (APE) as indicated in Attachment A; which includes 30 apartment buildings with 280 units, and an administrative building; and

**WHEREAS**, HUD has determined that the undertaking will have an adverse effect on Gonzales Gardens, a property that is eligible for listing in the National Register of Historic Places, and has consulted with the South Carolina State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. Part 800, of the regulations implementing Section 106 of the National Historic Preservation Act; and

**WHEREAS**, HUD has invited the Catawba Indian Nation, the Eastern Band of Cherokee Indians, and the Muscogee (Creek) Nation to comment and/or consult in the development of this Agreement and all have chosen not to participate in the consultation; and

**WHEREAS**, HUD has consulted with the public, interested parties, representatives of local governments including former residents of Gonzales Gardens, surrounding neighborhoods, the Historic Columbia Foundation, the City of Columbia Preservation Office, and Richland County Conservation Commission regarding the effects of the undertaking on historic properties; and

**WHEREAS**, in accordance with 36 CFR 800.6(a)(1), HUD 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**, HUD, the SHPO and the CHA agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the proposed undertaking on Gonzales Gardens.

## STIPULATIONS

HUD shall ensure that the following measures are carried out:

### I. STANDARDS

A. All work carried out pursuant to this Agreement shall meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation (SOI's Standards at [http://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](http://www.nps.gov/history/local-law/arch_stnds_9.htm)).

B. All work carried out pursuant to this Agreement shall be done by or under the direct supervision of historic preservation professionals who meet the Secretary of the Interior's Professional Qualifications Standards. HUD and CHA shall ensure that consultants retained for services pursuant to the Agreement meet these standards.

### II. CONSULTATIONS

CHA will continue to work with City of Columbia Preservation Office, Richland County Conservation Commission, Historic Columbia Foundation, former residents of Gonzales Gardens (there are no residents currently residing in the property) and surrounding neighborhoods to insure mitigation actions and/or concerns are appropriately addressed.

### III. REHABILITATION OF ADMINISTRATIVE BUILDING

CHA will preserve the original Gonzales Gardens administration building/central office building and incorporate it into the design of the new community as a community building and repository of historic presentation on Gonzales Gardens. CHA shall require its architect to make every effort possible to incorporate the *Secretary of the Interior's Standards for Rehabilitation* ("Standards") into the plans for rehabilitation of the administrative building. CHA will provide a copy of the proposed administrative building rehabilitation plans to HUD and SHPO for review/approval prior to the implementation of any work. SHPO will provide its written comments to HUD and the CHA within thirty (30) days of receipt. The rehabilitation will be completed within three (3) years of the signing of this MOA.

If the SHPO believes that the proposed alterations or replacements do not meet the Standards and will adversely affect the administrative building, the Parties to this Agreement shall consult to resolve the dispute pursuant to Stipulation XII of this MOA. Examples of potential adverse effects to the Historic Property may include, but are not limited to, new construction, alterations, additions that are out of character, or additional demolition. Copies of all correspondence related to such alterations or replacements will be provided to HUD.

#### IV. DOCUMENTATION MEASURES

Prior to the commencement of demolition CHA will document Gonzales Gardens in the following manner:

- A. Preserve physically and electronically original construction plans and specifications, newspaper articles, photographs, documents and other memorabilia from CHA's collection of Gonzales Gardens.
- B. Develop a written and site plan inventory of all buildings to be demolished at Gonzales Gardens, identifying them by their known assigned building number, representative building types and/or sizes, as well as by apartment types and/or sizes.
- C. Digital photographs meeting the National Register photo policy standards located at: [https://www.nps.gov/nr/publications/bulletins/photopolicy/Photo\\_Policy\\_update\\_2013\\_05\\_15.pdf](https://www.nps.gov/nr/publications/bulletins/photopolicy/Photo_Policy_update_2013_05_15.pdf) will be taken of the exteriors and interiors of representative samples of a building and apartment for each building type and/or size, as well as apartment type and/or size that is identified in the above inventory. Photographs of significant exterior and interior architectural features, landscape features, public spaces, and the spatial relationships of the buildings on the property to each other and to adjacent properties will also be included. A photo log keyed to a site plan will also be provided.
- D. Develop a written narrative historic report (10-12 pages minimum, excluding attachments) to include, at minimum, the name and address of the historic property; a location map; a description of the historic context and significance of the historic property; an architectural description of Gonzales Gardens, including changes over time; the name and biographical information of the architect/builder/landscape architect (if known); the use of photographs; a bibliography showing all primary and secondary sources used in compiling the information.
- E. The documentation in Stipulation IV, A-D above will be submitted electronically on CD to SHPO, with copies to HUD, within ninety (90) days of the execution of this MOA for review and approval. SHPO will provide its approval or detailed written comments outlining what is needed for approval to HUD and the CHA within thirty (30) days of receipt. Demolition actions will be authorized by HUD upon receipt of SHPO approval of the above documentation.
- F. Copies of the final documentation will be provided on CD to SHPO, HUD, Richland County Public Library, and the South Caroliniana Library.

#### V. WEBSITE

Within nine (9) months of the execution of this MOA CHA will expand and enhance the history presentation about Gonzales Gardens on CHA's website at <http://www.chasc.org/gonzales-gardens.html>, utilizing but not limited to the documentation developed in Stipulation IV, A-D. CHA will maintain the website history presentation for at minimum the duration of this Agreement.

## **VI. ORAL HISTORIES**

Within nine (9) months of the execution of this MOA, CHA will collect and digitally archive oral histories from a representative sample of former residents and staff over the life of Gonzales Gardens.

## **VII. EXHIBITS**

CHA will develop and install historical interpretation exhibits for permanent display in the rehabilitated Administration Building on site in the new community. The Historical interpretation exhibits may include, but not be limited to, the history, context, and original development of the Gonzales Gardens project, its dedication programs and speeches, daily social life activities of the community, evolution of integration in the community, changes to the development over time, and the role of the development in serving military families during World War II. Historical interpretation of the history of the development may include, but not be limited to, narrative text, digitally archived oral histories, newspaper articles, photographs, documents and other memorabilia from CHA's collection, in addition to the documentation developed in Stipulation IV, A-D. Within one (1) year of the execution of this MOA, CHA will provide a draft exhibits location plan and draft exhibits design to the SHPO and HUD for review. SHPO will provide its comments to HUD and the CHA within thirty (30) days of receipt. Additional review and comment will be provided within thirty (30) day timeframes as necessary. CHA will install the exhibits in the rehabilitated Administration Building within three (3) months of its opening.

## **VIII. STATE HISTORICAL MARKER**

CHA will install, protect, maintain and replace if damaged beyond repair a state historical marker, to be approved by the SHPO, South Carolina Department of Archives and History. The marker will be installed within three (3) years of the date of the execution of this MOA. The marker will be installed in a publicly visible and accessible location agreed upon by the CHA and the SHPO.

A draft marker text will be written by the SHPO in consultation with CHA and HUD. Stipulation IV's documentation will assist in the development of the marker text. The SHPO will provide a draft marker text to CHA and HUD within one (1) year of the date of execution of this MOA. CHA and HUD will review and provide comments on the draft text within thirty (30) days of receipt.

## **IX. 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, HUD may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation XIII below.

## X. UNANTICIPATED DISCOVERIES AND UNFORSEEN EFFECTS

If, during the implementation of the undertaking, a previously unidentified property that may be found eligible for inclusion in the National Register is encountered, or a known National Register historic property may be affected in an unanticipated manner, HUD will assume its responsibilities pursuant to 36 C.F.R. Part 800.13(b).

- A. If unanticipated cultural materials (e.g., large, intact artifacts or animal bones; large clusters of artifacts or animal bones; large soil stains or patterns of soil stains; buried brick or stone structures; clusters of brick or stone) or human skeletal remains are discovered prior to or during land altering or construction activities, then HUD will temporarily halt any activities and immediately notify the SHPO/THPO of the unanticipated discoveries.
- B. A minimum 50-foot buffer shall be immediately established around the cultural materials by the construction project manager. The buffer will be flagged by appropriate personnel. The construction project manager will notify all project personnel that no land altering activities will be allowed within this buffer zone until the course of action hereinafter described has been established. The halt will afford the SHPO the opportunity to assess the situation and recommend a course of action within two (2) business days of such notification.
- C. If human remains are found or suspected, they should be left in place, respectfully covered over, and protected until appropriate consultation is completed. HUD is responsible for notifying the SHPO/THPO, the local coroner or medical examiner, and interested parties, such as Indian tribes, of the find to initiate consultation. Please note that human remains and burial grounds are subject to South Carolina law that addresses abandoned cemeteries and burials, including but not limited to S.C. Code of Laws §§ 27-43-10 to -40; 16-17-600; 6-1-35; 27-43-310; 16-11-780; and S.C. Code of Regulations §§ 61-19-28 to -29.
- D. HUD shall consult with the SHPO, THPO and Tribes to determine if the discovered site appears eligible for listing in the National Register of Historic Places. If it does appear eligible, HUD shall submit a treatment plan for the avoidance, protection, recovery of information, or destruction without data recovery to the SHPO for review and comment. The treatment plan shall be consistent with the ACHP's handbook Treatment of Archaeological Properties and subsequent amendments and SHPO guidelines. If human remains are discovered, the treatment plan shall follow the guidance in the ACHP's Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects, including appropriate consultation with descendent communities. HUD shall notify all consulting parties of the unanticipated discovery and provide the proposed treatment plan for their comment. Construction work in the area of the discovery shall not continue until the plan has been accepted by the signatory parties and implemented.

## **XI. MONITORING AND REPORTING**

Each year following the execution of this MOA until it expires or is terminated, HUD and CHA shall provide the SHPO 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 CHA's efforts to carry out the terms of this MOA.

## **XII. DISPUTE RESOLUTION**

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

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

## **XIII. AMENDMENTS**

Should any of the Parties to this MOA believe that any of its terms cannot be carried out or that an amendment to the terms must be made, that Party (or Parties) shall promptly consult with the other Party (or Parties) to develop amendments in accordance with 36 C.F.R. 800.6(c)(7). If an amendment cannot be agreed upon, the dispute resolution process set forth in Stipulation XII will be followed. 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 the signatories and is filed with the ACHP.

#### **XIV. 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 XIII above. If within thirty (30) days 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, HUD must either (a) execute and MOA pursuant to 36 CFR 800.6 or (b) request, taking into account, and respond to the comments of the ACHP under 36 CFR 800.7. HUD shall notify the signatories as to the course of action it will pursue.

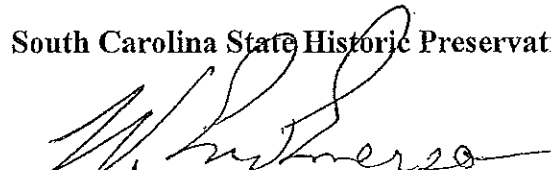
EXECUTION of this MOA by HUD, CHA and SHPO and implementation of its terms evidence that HUD has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

**SIGNATORIES:**

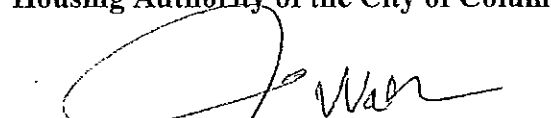
**U.S. Department of Housing and Urban Development, Columbia, SC**

 Date: 3/17/17  
Eric Bickley, Director  
Office of Public Housing, Columbia, SC

**South Carolina State Historic Preservation Officer**

 Date: 3-21-17  
W. Eric Emerson, Director  
SC Department of Archives & History

**Housing Authority of the City of Columbia, Columbia, SC**

 Date: 3-17-17  
Gilbert Walker, Executive Director



## ATTACHMENT A

**Gonzales Gardens Apartments**  
1505 Gardens Plaza Columbia, South Carolina, 29204

