



## **VIRGINIA DEPARTMENT OF HISTORIC RESOURCES**

### **Highway Marker Program**

#### ***POLICY #3***

#### ***Marker Conditional Donations***

The Virginia Department of Historic Resources (DHR), with the concurrence of the Directional and Service Signing Manager at the Virginia Department of Transportation (VDOT), will donate retired highway markers to local governments, educational institutions, and charitable, religious, and nonprofit organizations (recipients) under the following conditions:

- a.) A potential recipient must fill out an application provided by DHR. If the application is approved, the recipient must sign a conditional donation agreement provided by DHR.
- b.) Markers will not be donated to private individual persons. The recipient must belong to one of the categories listed here:  
<http://dgs.virginia.gov/OfficeofSurplusPropertyManagement/Eligibility/tabid/130/Default.aspx>.  
(It is not necessary to complete the Department of General Services Eligibility Application available through this website.)
- c.) The recipient must have an indoor facility in which to store the marker. The marker must not be permanently erected outdoors, but it may be displayed outdoors in temporary exhibitions. Recipient is responsible for implementing reasonable measures to prevent the marker from being stolen, damaged, or vandalized.
- d.) The marker display must be accompanied by an interpretive text that explains why the sign was retired from the Virginia highway marker program. DHR must approve this text.
- e.) The marker must be returned to VDOT if the recipient decides to remove it from public display for more than 6 consecutive weeks in any calendar year (unless the recipient receives the prior written approval of DHR), if the recipient ceases to exist as an entity or organization recognized under Virginia law, or if DHR determines that the recipient is not complying with the terms set forth herein or in the conditional donation agreement. DHR will then seek a new recipient or direct VDOT to destroy/recycle the marker.

- f.) Recipients may not loan, transfer, or assign the marker to any third party, regardless of the intent or purpose of such loan, transfer, or assignment, without the express written consent of DHR.
- g.) When feasible and at DHR's sole discretion, DHR will attempt to contact the original sponsor when a marker is retired to determine whether the original sponsor would be interested in and would qualify to accept the retired marker for public display.
- h.) If the original sponsor no longer exists, is incapable of satisfying the terms set forth herein and in the written conditional donation agreement, or is not interested in accepting the marker, DHR will contact each organization that has requested such retired marker in the order that such request was received in writing, or other organizations with such capacity and interest, in DHR's sole discretion.
- i.) DHR will not donate retired markers that are fragile, badly damaged, or otherwise unsafe to transport or display.
- j.) Recipients may not undertake any material conservation efforts or apply any treatments or solutions including cleaning solutions to the marker without receiving the prior written approval of DHR. No third party should attempt to conserve or clean a marker. If the marker exhibits damage or deterioration, the Recipient must contact DHR within 30 calendar days.
- k.) VDOT will not deliver markers to recipients and will not pick up a marker in the event that it must be returned to VDOT.
- l.) Markers are subject to recall by DHR. Recipients must return the Marker to the designated VDOT facility within 30 calendar days of receiving written notice of recall.

VDOT will store retired markers for 60 days. If no recipient has been identified in that time, DHR may authorize VDOT to destroy/recycle the marker.

*(Approved by the Board of Historic Resources, 10 December 2015)*