

**MEMORANDUM OF AGREEMENT  
AMONG  
THE FAYETTEVILLE VETERANS ADMINISTRATION MEDICAL CENTER,  
NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICER,  
AND  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
THE EXPANSION THE D-WING OF BUILDING 1, FAYETTEVILLE, CUMBERLAND  
COUNTY, NORTH CAROLINA**

**WHEREAS**, the Fayetteville Veterans Administration Medical Center (VAMC) proposes to Demolish Building 8 and to Expand the D-Wing of Building 1 (the Undertaking); and

**WHEREAS**, the Fayetteville VAMC has defined the Undertaking's area of potential effects (APE) as Building 8, the Main Building (No. 1), the Service Building (No. 3) and the Laundry Building (No. 10), which are in or immediately adjacent to the proposed site for a 20,000 GSF proposed expansion, which will provide an expanded Emergency Room for Mental Health patients on the basement level, create a Lab on the first floor, and add a dedicated elevator for transporting patients and provide roof access; and

**WHEREAS**, the Fayetteville VAMC has determined the Undertaking will have an adverse effect on Building 8, a contributing element in the National Register-listed Fayetteville Veterans Administration Hospital Historic District, which will be demolished as part of the expansion on Building 1; and

**WHEREAS**, the Fayetteville VAMC has consulted with the North Carolina State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. §800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C §470f); and

**WHEREAS**, the Fayetteville VAMC has informed the Public of the upcoming project via the Fayetteville VA Medical Center's web-site where all were invited to offer comments or concerns on the project's impacts to historic properties; and

**WHEREAS**, in accordance with 36 C.F.R. §800.6(a)(1), the Fayetteville VAMC has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii);

**NOW, THEREFORE**, the Fayetteville VAMC, the North Carolina SHPO, and the ACHP agree that the Undertaking shall be implemented in accordance with the following stipulations to consider the effect of the Undertaking on historic properties.

## **STIPULATIONS**

The Fayetteville VAMC shall ensure that the following measures are carried out:

### **I. HISTORIC DOCUMENTATION**

- A. Prior to the initiation of demolition of Building 8 and the new construction, the Fayetteville VAMC will record the existing conditions of Building 8 and the other historic properties within the Undertaking's Area of Potential Effects, which includes: the Main Building (No. 1); the Service Building (No. 3) and the Laundry Building (No. 10), in accordance with the attached Recordation Plan (Appendix A).
- B. The results of the recordation will be submitted to the North Carolina SHPO in advance of any work taking place. The North Carolina SHPO shall have fifteen (15) days from receipt of the materials to review and comment. If no comments are received by the Fayetteville VAMC after the 15 days, work may commence.
- C. The Fayetteville VAMC will ensure a copy of the original materials associated with this documentation is provided to the North Carolina SHPO, within six months of this Memorandum of Agreement's (MOA) execution, so there is a permanent record of Building 8, its setting, and the other buildings affected by the new construction.

### **II. DESIGN AND CONSTRUCTION OF D-WING EXPANSION**

- A. The Fayetteville VAMC shall design structural and emergency egress systems for the expansion of Building 1 and all future additions to support multi-floor vertical expansion and avoid unnecessary demolition of additional contributing resources in the historic district.
- B. The architectural design elements of the D-wing expansion of Building 1 should be contemporary and compatible with surrounding contributing elements.
- C. Architectural plans for the expansion of the D-wing of Building 1 will be submitted to the NC SHPO for review and comment at the 50% (17 Nov 2017) and 95% (26 Jan 2018) design phases.

### **III. LONG TERM PLANNING**

The Fayetteville VAMC will develop a ten-year campus master plan for the Fayetteville VAMC that recognizes the significance of and need to preserve the remaining historic buildings and landscape. **Within 5 years of execution** of this agreement, Fayetteville VAMC shall submit the draft master plan to the North Carolina SHPO for review and comments. The plan shall consider the following principles:

- A. Assess potential impacts of the new Fayetteville VAMC Health Care Center on the campus.
- B. Evaluate the impacts and restrictions for expansion in a landlocked campus.
- C. Create a twenty-year plan for the expansion of large and small scale facilities.

- D. Anticipate future needs of patient and support vehicle access.
- E. Plan for the potential construction of a multi-level parking deck.
- F. Include the preservation of historic view sheds and tree canopies of the historic campus in proposed projects.
- G. Outline proposed treatment measures for the continued maintenance of contributing elements on the Fayetteville VAMC Health Care Center campus.

#### **IV. TRAINING**

- A. The Fayetteville VAMC will, in coordination with the North Carolina SHPO, host a focused Section 106 training class, administered by VA's Federal Preservation Office and/or the VA's Advisory Council on Historic Preservation Liaison for Fayetteville VAMC planning, engineering and maintenance personnel within six (6) months of this MOA's execution. The Fayetteville VAMC may consult with the North Carolina SHPO regarding the location, speakers and subject matter for the training.
- B. Fayetteville VAMC will invite staff from NC SHPO and applicable personnel from surrounding Veterans Integrated Service Network (VISN) 6 medical centers to attend the training class.

#### **V. DISPUTE RESOLUTION**

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

- A. Forward all documentation relevant to the dispute, including the Fayetteville VAMC's proposed resolution, to the ACHP. The ACHP shall provide the Fayetteville VAMC 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 Fayetteville VAMC shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and North Carolina SHPO and provide them with a copy of this written response. The Fayetteville VAMC 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 Fayetteville VAMC may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the Fayetteville VAMC shall prepare a written response that takes into account any timely comments regarding the dispute from the North Carolina SHPO to the MOA, and provide them and the ACHP with a copy of such written response.
- C. It is the responsibility of the Fayetteville VAMC to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.



## **VI. 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, Fayetteville VAMC may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VII below.

## **VII. AMENDMENTS**

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.

## **VIII. TERMINATION**

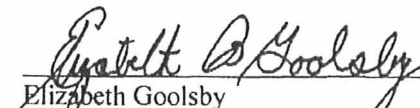
If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VII, above. If within thirty (30) days (or another time period agreed to by all signatories) an amendment 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 the Undertaking, the Fayetteville VAMC 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 Fayetteville VAMC shall notify the signatories as to the course of action it will pursue.

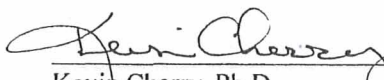
Execution of this MOA by the Fayetteville VAMC, the North Carolina SHPO and the ACHP and implementation of its terms evidence that the Fayetteville VAMC has taken into account the effects of the Undertaking on historic properties and afforded the ACHP an opportunity to comment.

**AGREED:**

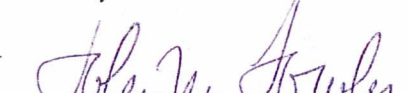
Fayetteville Veterans Administration Medical Center

 Date: 11/17/2017  
Elizabeth Goolsby  
Director, Fayetteville Veterans Administration Medical Center

North Carolina State Historic Preservation Officer

 Date: 11/30/2017  
Kevin Cherry, Ph.D.

Advisory Council on Historic Preservation

 Date: 12/19/17  
John M. Fowler, Executive Director

**Attachments:**

Appendix A: Recordation Plan (1 page)

## **APPENDIX A**

### **Recordation Plan For Building 8 of the Veterans Administration Medical Center Historic District Fayetteville, Cumberland County**

#### **Photographic Requirements**

- Photographs demonstrating the elevations and oblique views of the Main Building (No. 1); Service Building (No. 3); Attendant's Quarter's (No. 8) and the Laundry Building (No. 10), which lie within the Area of Potential Effects
- Representative streetscapes/landscapes within the Area of Potential Effects for demolition of Building 8 and the expansion of D-Wing, Building 1; see enclosed APE map
- Aerial/birds eye views of the Area of Potential Effects for the demolition of Building 8 and the expansion of D-Wing, Building 1.
- Photographs of the interior and exterior of Building 8
- All photographs and views to be keyed to a map/site plan that includes a north arrow and a floor plan of Building 8.

#### **Photographic Format**

- Color digital images (all views). Images are to be shot on a SLR digital camera with a minimum resolution of 6 megabyte pixels, at a high quality (preferably RAW) setting, to be saved in TIF format as the archival masters and labeled according to the North Carolina State Historic Preservation Office standards found at:  
[http://www.hpo.ncdcr.gov/digital/NCHPO\\_Digital\\_Photo\\_Policy.html](http://www.hpo.ncdcr.gov/digital/NCHPO_Digital_Photo_Policy.html)
- All processing to be done to archival standards.
- The accompanying printed inventory of the images – including subject, location, date, and photographer information for each image – is to be completed according to the North Carolina State Historic Preservation Office standards.

#### **Copies and Curation**

- One (1) set of all above mentioned photographic documentation, including a compact disc of labeled images, will be deposited with the North Carolina State Historic Preservation Office to be made a permanent part of the statewide survey and iconographic collection.