

MEMORANDUM OF AGREEMENT

**AMONG THE LOUIS STOKES CLEVELAND VETERANS AFFAIRS MEDICAL CENTER,
OHIO'S STATE HISTORIC PRESERVATION OFFICE,
AND THE CITY OF BRECKSVILLE**

**REGARDING THE TRANSFER OF THE DEPARTMENT OF VETERANS AFFAIRS
BRECKSVILLE CAMPUS LOCATED AT 10000 BRECKSVILLE ROAD, BRECKSVILLE,
CUYAHOGA COUNTY, OHIO**

WHEREAS, the U.S. Department of Veterans Affairs (VA) through the Louis Stokes Cleveland Veterans Affairs Medical Center (STOKES VAMC), is transferring its Brecksville Campus (PROPERTY), at 10000 Brecksville Road in Brecksville, Cuyahoga County, Ohio to the City of Brecksville, Ohio (CITY) as the site is no longer required by the VA to fulfill its mission; and

WHEREAS, the CITY intends to redevelop the entire PROPERTY; which will include demolition of all existing buildings; and

WHEREAS, the VA has determined that the transfer of the PROPERTY is defined as an UNDERTAKING pursuant to the National Historic Preservation Act (54 U.S.C. § 306108) and its implementing regulations (36 CFR Part 800); and

WHEREAS, STOKES VAMC, in consultation with Ohio's State Historic Preservation Office (SHPO), has defined the UNDERTAKING'S Area of Potential Effect (APE) as the legal boundary of the PROPERTY and shown in **Attachment A** of this MOA; and

WHEREAS, STOKES VAMC, in consultation with the SHPO, has determined that the PROPERTY is eligible for listing in the National Register of Historic Places (NRHP) as an example of a Post-WWII Veterans Hospital; and

WHEREAS, STOKES VAMC, in consultation with the SHPO, finds the UNDERTAKING will result in an adverse effect to the historic PROPERTY; and

WHEREAS, STOKES VAMC has invited the following Native American Tribes to participate in the consultation: Wyandotte Nation, Seneca-Cayuga Nation, Seneca Nation of Indians, Ottawa Tribe of Oklahoma, Miami Tribe of Oklahoma, Little Traverse Bay Bands of Odawa Indians, Michigan, Hannahville Indian Community, Michigan, Eastern Shawnee Tribe of Oklahoma, Forest County Potawatomi Community of Wisconsin, and Delaware Nation, Oklahoma; and

WHEREAS, STOKES VAMC has invited the CITY, Office of the Mayor to participate in this consultation, and the CITY is participating in the consultation as an Invited Signatory; and

WHEREAS, STOKES VAMC has invited the elected officials representing the 14th Congressional District of Ohio; the 11th District of the Ohio House of Representatives, and the 24th Senate District of Ohio; and the Brecksville Historical Association, Inc.; to participate in this consultation, but they either did not respond or declined to participate; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), STOKES VAMC 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, STOKES VAMC, SHPO, and the CITY agree that the UNDERTAKING shall be implemented in accordance with the following stipulations in order to take into account the effect of the UNDERTAKING on historic properties.

STIPULATIONS

STOKES VAMC will ensure that the following mitigation measures are implemented in accordance with the time frames and stipulations established in this Memorandum of Agreement (MOA):

I. MITIGATION OF ADVERSE EFFECT

A. The following site enhancements will be made at the Brecksville campus of the STOKES VAMC by the CITY:

1. Dedicate a portion of the PROPERTY as a memorial park, denoting that the site was the location of the Brecksville Campus of the STOKES VAMC;
2. Erect a flagpole surrounded by a monument representing each branch of the military;
3. Install a monument, incorporating the original commissioning plaque from Building #1, with a brief history of the PROPERTY and a list of the innovative programs and treatments that were developed at this site;
4. Develop a walking trail connected to the memorial park as an amenity for future visitors and users;
5. Involve the local American Legion post Excelsior in planning of this memorial park; and
6. Utilize information from its Planning Commission reviews and approvals, as well as print media, newsletters, electronic mail, and website to inform the community of its redevelopment plans.

B. Inventory of STOKES VAMC Properties in Cuyahoga County

1. For the benefit of future Section 106 consultation efforts, STOKES VAMC shall provide to the SHPO an inventory in digital form of all existing buildings owned by STOKES VAMC at the 10000 Brecksville Road property. The inventory shall include the following information:
 - a. Name
 - b. Address
 - c. Date of Construction
 - d. Structure type
 - e. Exterior construction materials
 - f. If over 45 years of age, VA's Determination of NRHP Eligibility
2. STOKES VAMC will provide SHPO with this information within one (1) year of execution of this MOA.

C. Documentation of the Brecksville Campus of STOKES VAMC

1. STOKES VAMC shall retain a Qualified Historic Preservation Consultant who meets the relevant professional qualifications standards in 36 CFR 61 to compile a documentation package on the STOKES VAMC Brecksville Campus buildings (that have not been previously documented). The documentation package shall include; completed Ohio Historic Inventory (OHI) forms, digital photographs of interior and exterior, site plans, mapping, any available original construction drawings, and any existing written narratives regarding the historical significance and context of the STOKES VAMC Brecksville Campus.
2. The final documentation package shall be completed and distributed within one (1) year of this agreement's execution in accordance with the submission requirements in **Attachment B** of this MOA.

II. TERM

The term of this MOA shall be five (5) years from the date of its full execution, plus any additional time that the parties may mutually agree to in writing. Prior to such time, STOKES VAMC may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VI below.

III. POST-REVIEW DISCOVERIES

In the event that historic properties are discovered or unanticipated effects on historic properties are found after completion of the Section 106 process, STOKES VAMC, SHPO, and the CITY will consult to evaluate and resolve them. Work on the affected area will stop until all parties agree on a treatment plan for the resource or resolution of the unanticipated effects. If parties do not agree, they shall follow the Dispute Resolution process outlined in Stipulation V below.

IV. MONITORING AND REPORTING

Each year following the execution of this MOA until it expires or is terminated, STOKES VAMC shall provide all parties to this MOA a summary report detailing work carried out pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in STOKES VAMC's efforts to carry out the terms of this MOA.

V. DISPUTE RESOLUTION

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

- A. Forward all documentation relevant to the dispute, including the STOKES VAMC proposed resolution to the ACHP. The ACHP shall provide STOKES VAMC with its advice on the resolution within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, STOKES VAMC 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. STOKES VAMC will then proceed according to its final decision.
- B. If the ACHP does not provide STOKES VAMC with recommendations within the timeframe allotted in Stipulation V.A above, STOKES VAMC may make a final decision on the dispute and proceed accordingly. However, before undertaking any such final decision, STOKES VAMC shall prepare a written response that responds to any timely comments submitted to STOKES VAMC from the signatories to the MOA regarding the dispute, and provide the ACHP with a copy of such written response.
- C. STOKES VAMC'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.

VI. AMENDMENTS

This MOA may be amended via a signed written agreement between all the signatories to this MOA. The amendment will be effective upon full execution, and STOKES VAMC will thereafter promptly file a fully-executed copy with the ACHP.

VII. ANTI-DEFICIENCY CLAUSE

This MOA is subject to the Anti-Deficiency Act (31 USC Section § 1341). STOKES VAMC's responsibilities under this MOA are contingent upon the availability of appropriated funds from which payment, if any, can be made. Should funds not be available to allow STOKES VAMC to meet its responsibilities, it will defer its final decision(s) on implementing the undertaking until it has re-initiated consultation.

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 develop an amendment per Stipulation VI above. If within thirty (30) days (or another time period agree 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, STOKES VAMC must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to comments of the ACHP under 36 CFR § 800.7. STOKES VAMC shall notify the signatories as to the course of action it will pursue.

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

(Signature lines below)

SIGNATORIES:



Susan M. Fuehrer, Director, Louis Stokes Cleveland Veterans Affairs Medical Center

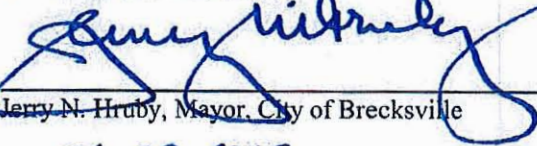
1/10/18
Date



Diana Welling, Department Head & Deputy State Historic Preservation Officer for Resource Protection & Review, State Historic Preservation Office, Ohio History Connection

1/16/18
Date

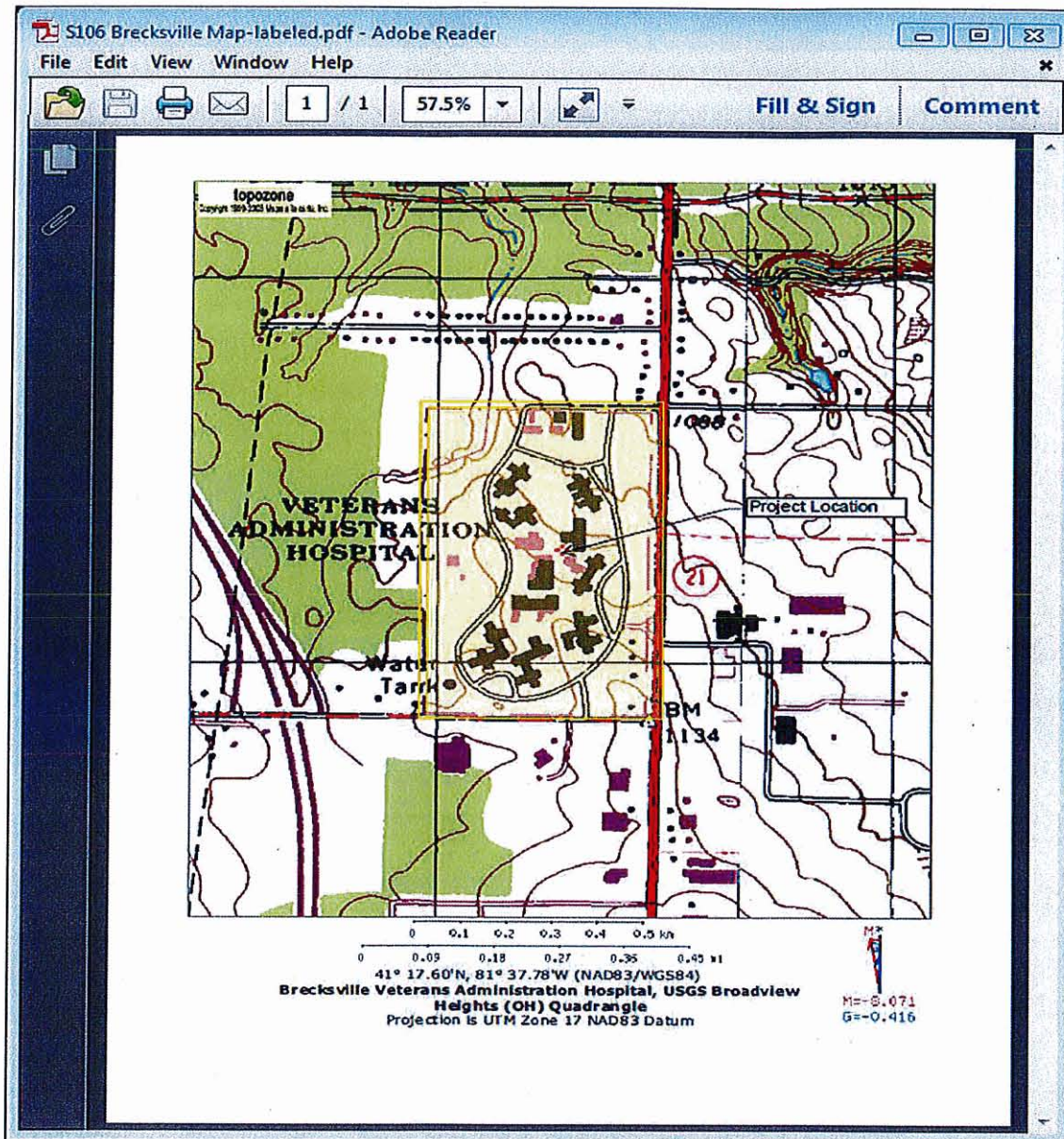
INVITED SIGNATORIES:



Jerry N. Hruby, Mayor, City of Brecksville

01.09.2018
Date

ATTACHMENT A – MAP OF APE



The APE proposed encompasses a quarter-mile radius of the Brecksville Campus. Viewshed analysis was identified as the appropriate determinant for the quarter-mile radius. Rolling terrain and existing tree canopy block the view of the campus. Mid-to-late-twentieth century development to the south and east and I-77 to the west characterize the APE. No historic properties are located within the Brecksville Campus APE.

ATTACHMENT B - STIPULATION I. (C) FORMAT & SUBMISSION



Ohio Historic Preservation Office
800 E. 17th Avenue
Columbus, OH 43211
614/298-2000

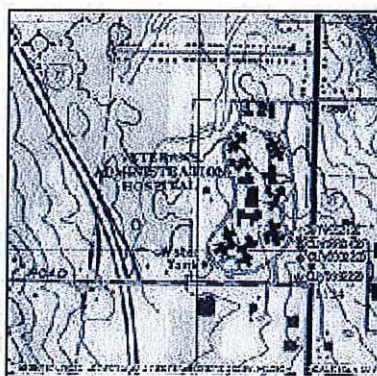
OHIO HISTORIC INVENTORY

Draft Form - Not Reviewed by OHPO

Section 106/NEP Revisor:

KPR Number:

1. No. CUY0992226 NEW		4. Present Name(s): Building 62	
2. County: Cuyahoga		3. Historic or Other Name(s): Rodgers Farmhouse	
6. Specific Address or Location: 10004 Brecksville Road		19a. Design Source: Unknown	35. Plan Shape: Irregular
6a. Lot, Section or VMD Number: 35		20. Contractor or Builder: Unknown	36. Changes associated with 17/17b Dates: 17. Period of significant activity
7. City or Village: Brecksville		21. Building Type or Plan: HOUSE TYPES	17b.
9. U.T.M. Reference Quadrangle Name: Broadview Heights		22. Original Use, if apparent: RESIDENTIAL/DOMESTIC	37. Window Type(s): 1 over 1
Zone: 17 Easting: 447443 Northing: 4571100		23. Present Use: VACANT/NOT IN USE	38. Building Dimensions: 19.5 x 21.3
10. Classification: Building		24. Ownership: Private	39. Endangered? YES By What? potential demolition
11. On National Register? NO		25. Owner's Name & Address, if known: U.S. Department of Veterans Affairs 10701 East Boulevard Cleveland, Ohio 44106	40. Chimney Placement: Off center within roof surface
13. Part of Established Hist. Dist? NO		26. Property Acreage: 1.76	41. Distance from & Frontage on Road: 76 feet / 21 feet
15. Other Designation (NR or Local)		27. Other Survey:	31. Condition of Property: Good/Fair
16. Thematic Association: AGRICULTURE		28. No. of Stories: Two story	32. Historic Outbuildings & Dependencies Structure Type(s):
17. Date(s) or Period: 1870 - 1940		29. Basement? Yes	Date(s):
17b. Alteration Date(s): ca. 1960		30. Foundation Material: Concrete block	Associated Activity:
18. Style Class and Design: Domestic No academic style - Vernacular		31. Wall Construction: Balloon/wooden/plaster frame	33. No. of Bays: 3 Side Bays: 3
18a. Style of Addition or Elements(s):		32. Roof Type: Gable Roof Material: Asphalt shingle	34. Exterior Wall Material(s): Aluminum or vinyl siding
19. Architect or Engineer: Unknown			35. Affiliated Inventory Number(s): Historic (CHI): Archaeological (CAI):



8. Site Plan with North Arrow



6. Specific Address or Location: 10004 Brecksville Road

46. Prepared By: Kirsten Preker
49. PIR Reviewer:

47. Organization: R. Christopher Goodwin & Associates

48. Date Recorded:
50. PIR Review Date: