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Memorandum of Agreement

Among the Clement J. Zablocki Veterans Affairs Medical Center, the Veterans Integrated Service Network 12, the Wisconsin State Historic Preservation Officer, the Advisory Council on Historic Preservation, and the National Park Service Regarding the Construction of Community Living Centers at the Clement J. Zablocki Veterans Affairs Medical Center in Milwaukee, Wisconsin

WHEREAS, the Clement J. Zablocki Veterans Affairs Medical Center (Milwaukee VAMC) and the Veterans Integrated Service Network 12 (VISN 12) are constructing four Community Living Centers (CLC); and

WHEREAS, the CLCs will be located within the boundaries of the National Home for Disabled Volunteer Soldiers Home National Historic Landmark (NHL) and will adversely affect the NHL pursuant to Sections 106 and 110 of the National Historic Preservation Act, as amended; and

WHEREAS, a Programmatic Agreement (PA) in 2011 was developed to address other issues in the NHL including deferred maintenance of Buildings 2 and 41, Historic American Landscape documentation for the NHL, Historic American Building documentation for Building 37, development of a landscape plan and a commemorative marker to be placed within the CLC area; and

WHEREAS, a Phase I archaeological survey was conducted and the report was attached to the PA as Appendix D; and

WHEREAS, pursuant to 35 CFR §800.3(c), the Milwaukee VAMC initiated consultation with the Wisconsin State Historic Preservation Officer (SHPO); and

WHEREAS, pursuant to 36 CFR §800.10 (b) and (c), the Milwaukee VAMC and VISN 12 has requested the Advisory Council on Historic Preservation (ACHP) and the Secretary of the Interior via the National Park Service (NPS) to consult; and

WHEREAS, the VA has invited NPS to be an invited Signatory to this agreement; and

WHEREAS, the Bad River Band of Lake Superior Chippewa were contacted and did not have concerns; and

WHEREAS, the VA has invited the National Trust for Historic Preservation to be a concurring signatory to this agreement; and

NOW, THEREFORE, it is mutually agreed that the Milwaukee VAMC and VISN 12 shall implement the stipulations to take into account the effects of the CLC construction on the NHL pursuant to their Section 106 and 110 responsibilities.

STIPULATIONS

- I. Site Plan
 - A. Option 5, Appendix A, is selected as the final arrangement of the four CLC buildings.

- 33 B. The configuration of the buildings will not have retaining walls and will have a one-way
34 curved access drive. *One tree and approximately two feet of soil may be removed from*
35 *the top of the knoll to accommodate the new buildings and drive.*
- 36 C. Storm water management design shall utilize maintained and unmaintained lawn areas
37 south, east and north of the CLC to manage runoff from roofs and common areas. This
38 approach is intended to minimize any topographic alterations of the existing landscape.
- 39 D. Buildings 37 (*Quartermaster's Residence*) will be demolished.
- 40 1. Per the PA, Stipulation III.B. HABS Level II documentation for Building 37 will be
41 initiated. All HABS and HALS photographic documentation will be completed prior to
42 demolition and both photos and negatives will be provided to NPS for review.
- 43 2. NPS, Midwest Regional Office will review and comment on photographs prior to
44 demolition and construction.
- 45 E. Building 93 (garage) will be demolished.
- 46 1. Per the PA, Stipulation III.B, HABS Level III documentation will be initiated.
- 47 2. Photographs will be taken prior to demolition and reviewed by NPS.
- 48 F. Building 60 (garage)
- 49 1. HABS Level III documentation will be undertaken as the existing environment for the
50 structure will dramatically change.
- 51 2. Photos will be taken prior to construction and reviewed by NPS.
- 52
- 53 G. Final site plan design elements, including but not limited to, transformer enclosure,
54 trash receptacle enclosures, sidewalks and connectors, type of steps to mechanical
55 rooms, drive and curb design, playground placement will be reviewed and commented
56 on by SHPO, NPS and ACHP within 15 calendar days of receipt of final design and
57 placement.
- 58 H. An arborist will assess the project area prior to construction to determine appropriate
59 placement of protective fencing for all trees considered contributions to the historic
60 landscape. Every effort to avoid damage to the trees by all contractors will be required.

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II. Architectural Design of the CLC Building

- A. Option B, Appendix B, is the selected design for each of the four buildings.
- B. The den for each building is square. The siding is smooth.
- C. The dormers for the windows, the brick and trim colors will be selected by the architect and not subject to review or comment by the signatories.
- D. Roof materials are to be Timberline, Natural Shadow. Color is to be either Pewter Gray or Slate or VA approved equal color choice.
- E. Preference shall be given to one-over-one windows without fake or snap on muntins.

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III. Pre Construction

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A. Construction, for purposes of the construction of the CLCs, is defined as the initial day when heavy equipment will be on site for soil removal, grading, demolition or other activity clearly altering the existing buildings and landscape.

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1. A Notice to Proceed (NTP) will be issued by Milwaukee VAMC on July 1, 2012. The NTP will allow additional planning and other non-destructive actions supporting the construction of the CLCs to occur. There is approximately four months between when the NTP is issued and when actual ground disturbing construction will begin.

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2. If additional on-site research or review is necessary for either the HABS or HALS in the vicinity of the proposed CLC construction, it must occur during this four month pre-construction period (refer to Appendix C for schedules).

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B. Prior to beginning construction, SHPO staff will be provided an opportunity to be involved in an on-site walk through and briefing of initial construction activities.

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1. Milwaukee VAMC shall provide SHPO staff with a date for the on-site at least three weeks in advance of the pre-construction briefing so they will be able to attend. SHPO staff will provide a response within two weeks prior to the meeting as to the number of staff that will attend.

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2. SHPO staff may suggest or comment on possible protection measures for identified characteristic landscape features. Staging areas for construction may be mutually agreed to at the time of the pre-construction on-site.

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IV. Post Construction

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A. Restoration of the landscape

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1. Additional plantings, including but not limited to trees, shrubs and grass, will be reviewed and commented on by SHPO, ACHP and NPS to ensure species selection and placement are in keeping with the character of the historic landscape.

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2. A Restoration Plan will be developed by Milwaukee VAMC and submitted to SHPO, ACHP, and NPS. Comments on the plan will be provided to Milwaukee VAMC within 30 calendar days from date of receipt.

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B. Placement of the Commemorative Marker

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1. Milwaukee VAMC will consult with SHPO, ACHP and NPS on the location of the Marker.

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2. The specific design of the Marker is set forth in the PA, Stipulation III.D.

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3. Photographs and a brief summary of the setting of the Marker will be provided to all signatories to this MOA.

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- 112 V. Revisions to Tasks and Schedules set forth in the PA
113 A. Appendix C is the revised schedule for Milwaukee VAMC to complete the tasks required
114 in the PA.
115 B. This Revised Schedule eliminates the need to amend the PA to change the deadlines for
116 required products.
117 C. Appendix C will be updated when necessary and will constitute part of the reporting
118 requirements of Stipulation VI of the PA. The required summary report every six months
119 will reflect tasks that have been accomplished in accord with other Stipulations of the
120 PA.

- 121 VI. Duration
122 This MOA shall expire one year after completion of the construction of the CLC.

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- 124 VII. Dispute Resolution
125 A. Any signatory or concurring party to this MOA may object at any time to any actions taken
126 relevant to the construction and post-construction landscape restoration or to the manner
127 in which the terms of this MOA are implemented. Milwaukee VAMC shall consult with such
128 party to resolve the objection.
129 B. If the objection cannot be resolved, Milwaukee VAMC will forward all relevant
130 documentation, including Milwaukee VAMC's proposed resolution, to the ACHP. Within 30
131 days of receipt of adequate documentation, ACHP will provide its advice on resolution of the
132 objection. Prior to reaching a final decision, Milwaukee VAMC shall prepare a written
133 response to the objection that takes into account advice or comments from the ACHP, other
134 signatories or concurring parties and provide them with the written response. Milwaukee
135 VAMC shall then proceed according to its final decision.
136 C. If the ACHP does not provide advice within the 30 day time period, Milwaukee VAMC may
137 make a final decision on the objection and proceed accordingly. Prior to reaching a final
138 decision, Milwaukee VAMC shall prepare a written response that takes into account any
139 comments received during the 30 day time period from other signatories and concurring
140 parties to this MOA and provide them and the ACHP a copy of the written response.
141 D. Milwaukee VAMC shall carry out all other actions in this MOA that are not the subject of the
142 dispute objection.

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- 144 VIII. Amendments
145 This MOA may be amended when such an amendment is agreed to in writing by all
146 signatories. The amendment shall be effective on the date a copy signed by all
147 signatories is filed with the ACHP.

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- 149 IX. Termination

- 150 A. If Milwaukee VAMC determines that it cannot implement the terms of this MOA, or if
 151 the SHPO, ACHP or NPS determines that the agreement is not being properly
 152 implemented, such party may propose in writing to the other signatories that this MOA
 153 be terminated.
 154 B. The party proposing to terminate this MOA shall notify in writing all signatories to this
 155 agreement, explaining the reasons for termination and affording them at least 30 days
 156 from receipt of the notification to consult and seek alternatives to termination. The
 157 parties shall then consult.
 158 C. Should such consultation fail, the Milwaukee VAMC or other signatory may terminate
 159 this MOA by notifying all parties in writing and state the reasons.
 160 D. If this MOA is terminated, Milwaukee VAMC shall either;
 161 1. Consult in accordance with 36 CFR 5800.6 to develop another MOA; or
 162 2. Request the comments of the ACHP pursuant to 36 CFR 5800.7

163 Execution of this MOA and implementation of its terms evidence that the Milwaukee VA has afforded
 164 the signatories reasonable opportunity to comment on the proposed construction of the CLC within the
 165 NHL boundaries of the Clement J. Zablocki Veterans Affairs Medical Center in Milwaukee, WI.

166 Enclosures:

167 Appendix A: option S, Site Plan,

168 Appendix B: option B, Building Revisions

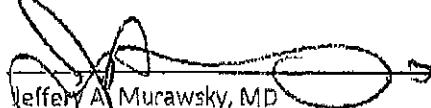
169 Appendix C: Revised Schedule

170 Signatories:

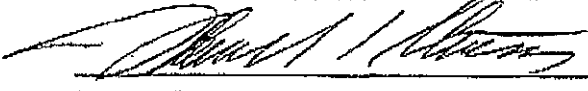
171
 172 Department of Veterans Affairs, Milwaukee VAMC Director

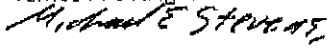
173  7/6/12
 174 Robert H. Beller, FACHE Date

175
 176
 177 Department of Veterans Affairs, Veterans Integrated Service Network 12 Director

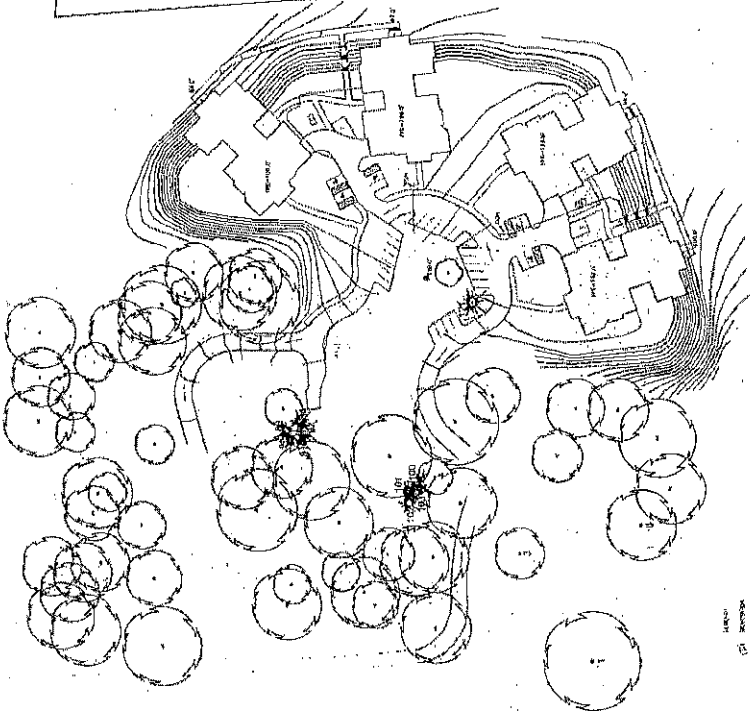
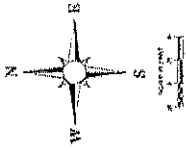
178  7/13/12
 179 Jeffrey A. Murawsky, MD Date

180
 181 Wisconsin State Historic Preservation Officer

182  7/31/12
 183 James R. Draeger Date

184 
 185 Michael E. Stevens
 186 Advisory Council on Historic Preservation
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Appendix A



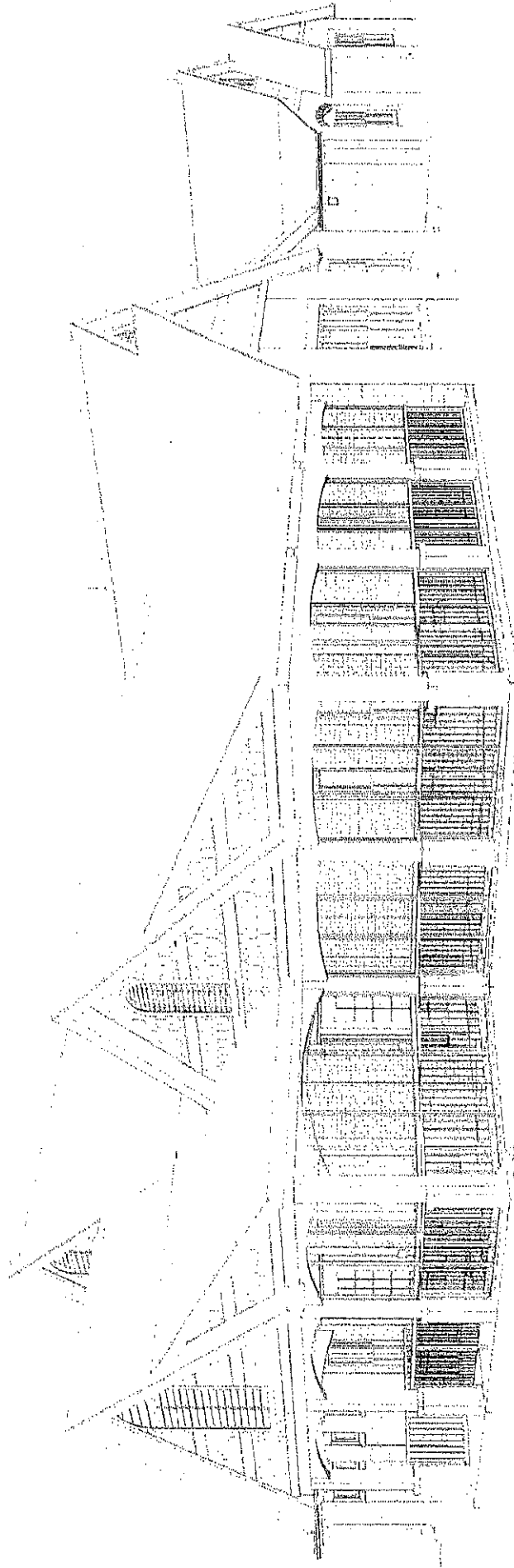
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FULLY SPRINKLERED
100% OWNER REVIEW

<p>Dept. of Veterans Affairs Medical Center 5000 W. National Avenue Milwaukee, WI</p>				<p>CONSULTANTS:</p>		<p>PROJECT LEADER/STRUCTURAL ENGINEER:</p> <p>CHROCHONSKI & ASSOCIATES, INC. 1000 W. Wisconsin Ave. Milwaukee, WI 53233 Tel: 414-224-1100 Fax: 414-224-1101 www.chrochonski.com</p>		<p>CONTRACTOR:</p> <p>CONCEPT 5 1000 W. Wisconsin Ave. Milwaukee, WI 53233 Tel: 414-224-1100 Fax: 414-224-1101 www.concept5.com</p>		<p>OWNER:</p> <p>Buildings 146 and 147 Community Living Center (CLC) 1000 W. Wisconsin Ave. Milwaukee, WI 53233 Tel: 414-224-1100 Fax: 414-224-1101 www.vamc.mil</p>		<p>PERMIT NUMBER:</p> <p>695-CS-314 Building Number: 746 & 747 Permit Number: C101</p>		<p>Office of Facilities Management</p>	
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Appendix B



FRONT PORCH VIEW
OPTION "B" - REPEATED GABLE AT PORCH
W/ REVISED FLOOR PLAN

