1	Memorandum of Agreement
2 3 4 5	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
6 7	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
8 9 10	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
11 12 13 14	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
15 16	WHEREAS, a Phase I archaeological survey was conducted and the report was attached to the PA as Appendix D; and
17 18	WHEREAS, pursuant to 35 CFR §800.3(c), the Milwaukee VAMC initiated consultation with the Wisconsin State Historic Preservation Officer (SHPO); and
19 20 21	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
22	WHEREAS, the VA has invited NPS to be an invited Signatory to this agreement; and
23 24	WHEREAS, the Bad River Band of Lake Superior Chippewa were contacted and did not have concerns; and
25 26	WHEREAS, the VA has invited the National Trust for Historic Preservation to be a concurring signatory to this agreement; and
27 28 29	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.
30	STIPULATIONS
31 32	Site PlanA. Option 5, Appendix A, Is selected as the final arrangement of the four CLC buildings.

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		Ĕ.	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		Н.	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.
61			
62			
63			
64	11.	Ar	rchitectural Design of the CLC Building
65			

A. Option B, Appendix B, is the selected design for each of the four buildings.

C. The dormers for the windows, the brick and trim colors will be selected by the architect and

D. Roof materials are to be Timberline, Natural Shadow. Color is to be either Pewter Gray or

E. Preference shall be given to one-over-one windows without fake or snap on muntins.

B. The den for each building is square. The siding is smooth.

not subject to review or comment by the signatories.

Slate or VA approved equal color choice.

B. The configuration of the buildings will not have retaining walls and will have a one-way

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76	III.	Pre Construction
77		A. Construction, for purposes of the construction of the CLCs, is defined as the initial day
78		when heavy equipment will be on site for soil removal, grading, demolition or other
79		activity clearly altering the existing buildings and landscape.
80		1. A Notice to Proceed (NTP) will be issued by Milwaukee VAMC on July 1, 2012. The
81		NTP will allow additional planning and other non-destructive actions supporting the
82		construction of the CLCs to occur. There is approximately four months between
83		when the NTP is issued and when actual ground disturbing construction will begin.
84		2. If additional on-site research or review is necessary for either the HABS or HALS in
85		the vicinity of the proposed CLC construction, it must occur during this four month
86		pre-construction period (refer to Appendix C for schedules).
87		B. Prior to beginning construction, SHPO staff will be provided an opportunity to be
88		involved in an on-site walk through and briefing of initial construction activities.
89		1. Milwaukee VAMC shall provide SHPO staff with a date for the on-site at least three
90		weeks in advance of the pre-construction briefing so they will be able to attend.
91		SHPO staff will provide a response within two weeks prior to the meeting as to the
92		number of staff that will attend.
93		2. SHPO staff may suggest or comment on possible protection measures for identified
94		characteristic landscape features. Staging areas for construction may be mutually
95		agreed to at the time of the pre-construction on-site,
96	i	,
97	IV.	Post Construction
98		A. Restoration of the landscape
99		1. Additional plantings, including but not limited to trees, shrubs and grass, will be
100		reviewed and commented on by SHPO, ACHP and NPS to ensure species selection
101		and placement are in keeping with the character of the historic landscape.
102		2. A Restoration Plan will be developed by Milwaukee VAMC and submitted to SHPO,
103		ACHP, and NPS. Comments on the plan will be provided to Milwaukee VAMC within
104	No.	30 calendar days from date of receipt.
105		B. Placement of the Commemorative Marker
106		1. Milwaukee VAMC will consult with SHPO, ACHP and NPS on the location of the
107		Marker.
108		2. The specific design of the Marker is set forth in the PA. Stinulation III D.

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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113 114		A. Appendix C is the revised schedule for Milwaukee VAMC to complete the tasks required 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
	V1,	This MOA shall expire one year after completion of the construction of the CLC.
122		This WOA shall expire one year after completion of the construction of the CLC.
123		
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	В.	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 \cdot
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.
143		
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.
148		
149	IX.	Termination

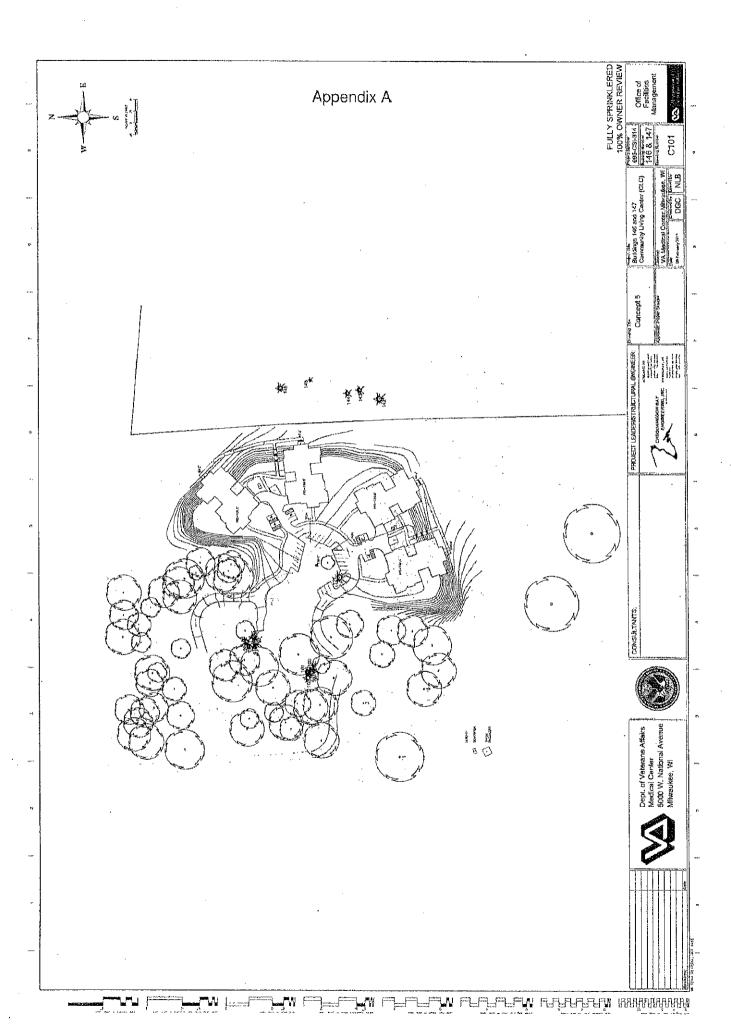
Revisions to Tasks and Schedules set forth in the PA

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150	A. If Milwaukee VAMC determines that it cannot implement the terms of this MOA, of 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.
254	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
1.56	from receipt of the notification to consult and seek alternatives to termination. The
157	parties shall then consult.
158	. C. Should such consultation fall, 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§800.6 to develop another MOA; or
162	2. Request the comments of the ACHP pursuant to 36 CFR 5800.7
163 164 165	Execution of this MOA and implementation of its terms evidence that the Milwaukae VA has afforded the signatories reasonable opportunity to comment on the proposed construction of the CLC within the NHL boundaries of the Clement J. Zabłocki Veterans Affairs Medical Center in Milwaukee, Wi.
16 6	Enclosures:
167	Appendix A: option 5, 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
179	Ashart It Bull - 11/12
174	1 factor 15. October
175	Robert H. Beller, FACHE Date
176	
1.77	Department of Veterans Affairs, Veterans Integrated Service Network 12 Director
178	
179	7/13/12
180	leffer A Mucawsky, MD Date
181	
182	Wisconsin State Historic Preservation Officer
183	March March -11
184	1/31/12
185	James R. Dragger Date
186	
1.87	Advisory Council on Historic Preservation

188 189 190 191 192 193 194 195	Invited Signatories: National Park Service	cutive Director	8/13/2012 Date
197 198	Mulul 1. Re		
199 200	Michael T. Reynolds	, MWR # Regional Dire c	for _{Date}
201	Concurring Parties:		
202			
203	National Trust for H	istoric Preservation	
204			
205	·		
206	Name	Date	



Appendix B

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

			Campbellating Date
Number Sequence	TOTAL PROPERTY.	Start Date	Completion Date
2	MOATO CONTROLLED STORMS OF THE		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	MOA to Start CLC Construction Development Meeting	24-May	8-Jun
11,4,2	Submit draft design plans and specifications for SHPO review	19-Jun	15-Jun
	Review meeting to go over CLC revisions to be Historically compliant	26-Jun	
I.C.	ASSESSMENT OF ADVERSE EFFECT YOURSELD TO SELVE TO SELVE THE SELVE OF THE SERVE TO SELVE TO SELVE TO SELVE THE SERVE	STATE OF STA	F 200 Mar 400, U.S. 11
-	Submit adequate documentation to substantiate a finding of adverse effect	28 Jun	1-Jan
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	Submit summary documentation	18D	**************************************
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	Phase 1 Landscape Plan Report Scope Verification by VA & Claudia Nissley	-	1
	Opening I and broad Day Day Day 309/	77 Apr	27-Apr
	Phase 1 Landacape Mail Asport Orall 22/b	-CV-WDK	Z-141-97
	CLC Project Approach mtg with NPS, ACHP, SHPO, FPO, VA	4-May	4-May
7777777777777	CALL CALLS CONTROL OF THE PROPERTY OF THE PROP	Company of the Company of the	o carried and a second
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	Davolen Grone in consultation with MPC	25-May	25-Mm
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	har room details of architecture (from window (2) finalures (2) attir (7) second (Intel (10)		
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	THAT HAD ASSERTED ASSERTATION OF THE PROPERTY.	25-Wey	106-57
-	Post Final Modif report to Buzzaw	Z9-May	ST-May
	Prepare the narritives	hew-sz	37-701
-	Submit documentation to MPS	31-74	33-Jul
	INPS Review (30 Days)	1-Aug	5-Sep
	AE Team revisions	5-Sep	1-04
	NPS Review (30 Days)	1-Oct	31-Oct
	AE Team revisions and submit final	1-Nov	35-Nov
U.B.1.a.1	HABS documentation scope of demolition to NPS		_
II.B.1.a	Level III documentation of Garages 39 and 93		
-	Develop Scope in consultation with NPS	Z>-May	Zs-May
	Prepare short form	15-lul	15-Aug
	Photography (Elevations, Interior), 3/4 perspective, [2] T., (1) long view, landscape perspective)		
		29-May	29-Jun
	Prepare the nacritives	15-14	15-Aug
	Submit documentation to NPS	1-Sep	1-Sep
_	NPS Review (30 Days)	1-04	31-0ct
	AE Team revisions	31-04	1-Nov
	NPS Review (30 Days)	J-Nov	30-Nov
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	MARCA announced as a second se	7	
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C1	Level I documentation of the MHL historic distinct landscape		
	Develop Scape in consultation with MPS	25-May	25-May
	Documentation (Aerial, contributing features, landscape photos, Walkways, plantings, Confirm # of		
-	photos, 2 foot contours are acceptable. Need to review jeff's notes)		-
	Photography	29-May	79-Jun
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	Submitt documentation to NPS	1-04	1-04
	NPS Review (30 Days)	1-Oct	31.0ct
-	A£ Team revisions	1-Nov	15-Nov
	NPS Review (30 Bays)	16-Nov	17-Dec
	AE Team revisions and submit final	18-Dec	31-Dec
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