

1 Memorandum of Agreement

2 Among the Clement J. Zablocki Veterans Affairs Medical Center, the Veterans Integrated Service
3 Network 12, the Wisconsin State Historic Preservation Officer, the Advisory Council on Historic
4 Preservation, and the National Park Service Regarding the Construction of the Fisher House and
5 Removal of the Steam Trestle at the Clement J. Zablocki Veterans Affairs Medical Center, Milwaukee,
6 Wisconsin

7 WHEREAS, the Clement J. Zablocki Veterans Affairs Medical Center (Milwaukee VAMC) and the Veterans
8 Integrated Service Network 12 (VISN 12) has been selected by the Fisher House Foundation for Fisher
9 House construction as an undertaking; and

10 WHEREAS, the proposed site of the Fisher House is located outside of the National Home for Disabled
11 Volunteer Soldiers National Historic Landmark (NHL) and within the boundaries of the National Register
12 of Historic Places District (NRHPD); and

13 WHEREAS, the steam trestle, a contributing feature to both the NHL and the NRHPD, is no longer
14 operational and will be removed for safety purposes; and

15 WHEREAS, construction of the Fisher House and removal of the steam trestle will adversely affect the
16 NHL and NRHPD; and

17 WHEREAS, the APE for both construction of the Fisher House and removal of the steam trestle include
18 the site preparation area evidenced in the site plan (Attachments A and B); and

19 WHEREAS, no subsurface archaeological sites have been identified to date within the NHL or NRHPD and
20 therefore are not anticipated as discoveries; and

21 WHEREAS, pursuant to 36 CFR § 800.5(a)(1), the Milwaukee VAMC and VISN 12 are consulting with the
22 Wisconsin State Historic Preservation Officer (SHPO); and

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

26 WHEREAS, the Milwaukee VAMC and VISN 12 have invited the NPS and the Fisher House Foundation to
27 be Invited Signatories to this agreement; and

28 WHEREAS the Milwaukee VAMC and VISN 12 has asked the National Trust for Historic Preservation,
29 Milwaukee Preservation Alliance, and City of Milwaukee Historic Preservation Commission to be
30 concurring parties to this agreement; and

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

1 NOW, THEREFORE, It is mutually agreed that the Milwaukee VAMC and VISN 12 shall implement the
2 stipulations to take into account the effects of the construction of the Fisher House and removal of the
3 steam trestle on the NRHPD and NHL pursuant to their Section 106 and 110 responsibilities of the
4 National Historic Preservation Act.

5 **Stipulations**

6 Milwaukee VAMC shall ensure the following measures are implemented:

7 I. Fisher House Preconstruction Site Preparation

8 A. Site Plan

- 9 1. Site Option # 7 is selected. Refer to Attachment A and B.
- 10 2. The site will require preparation prior to construction, including but not
11 limited to, grading to lessen the slope, improve access, and insure proper
12 drainage, and realignment of the existing access road
- 13 3. Site Plans will be developed to identify and illustrate all proposed
14 changes prior to construction. Milwaukee VAMC will prepare a site plan
15 indicating grade changes and road realignment. Fisher House will develop a site
16 plan for the specific Fisher House construction.
- 17 3. All signatories and concurring parties will have 15 calendar days, from date of
18 receipt, to review and comment on the plan. Milwaukee VAMC will schedule a
19 meeting to take place by teleconference or at Milwaukee VAMC, dependent
20 upon scheduling and after seeking input from signatories and concurring
21 parties.
- 22 4. Site Plans will be finalized after review as stated in I.A.3. above.

23
24 B. Landscape Retention Prior to Construction

- 25 1. Whenever possible, heritage trees contributing to the historic landscape as
26 defined for the NRHPD period of significance and described in the HALS
27 documentation for the NHL, will be protected to prevent inadvertent damage.
- 28 2. An arborist will provide recommendations on how best to protect the trees,
29 shrubs, and existing historic landscape prior to construction. Milwaukee VAMC
30 shall insure the recommendations are adhered to during construction.

31
32 C. Preconstruction On-site Meeting

- 33 1. Signatories and concurring parties will be provided an opportunity to be
34 involved in an on-site pre-construction briefing for grading and site preparation
35 to be done by Milwaukee VAMC.
- 36 2. Milwaukee VAMC shall provide signatories and concurring parties with a date
37 for the on-site at least three weeks in advance should they choose to attend.
38 Attendees will provide a response to Milwaukee VAMC within two weeks of the
39 on-site as to the total number of attendees.

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- D. Building 81 (garage) will be demolished.
 - 1. HABS Level III documentation will be completed by Milwaukee VAMC.
 - 2. Photos will be taken and approved by SHPO prior to demolition.
 - 3. Documentation will be completed and submitted to SHPO within 120 days after completion of the demolition.

II. Architectural Design of the Fisher House

- A. Fisher House Foundation and Milwaukee VAMC shall share the proposed design plans with SHPO, ACHP and NPS prior to final acceptance and construction for their review and comment. Signatories shall comment within 15 days of receipt.
- B. Concurring parties shall notify Milwaukee VAMC if they want copies of the proposed design plans. Any comments may be submitted to Milwaukee VAMC within 15 days of receipt.
- C. Milwaukee VAMC will seek comment from SHPO, ACHP and NPS on exterior elements, including but not limited to, rooflines, elevations, materials, placement of parking spaces and walkways at a minimum.
- D. Fisher House Foundation and Milwaukee VAMC shall consider the comments prior to finalizing the design. Final design plans shall be shared with signatories and concurring parties.

III. Landscape Plan

- A. A comprehensive Landscape Plan will be developed to address post-construction restoration, walls, walkways, fences, new plantings, and any other site amenities surrounding the Fisher House. Both Fisher House Foundation and Milwaukee VAMC will prepare landscape plans; one for the immediate area surrounding the Fisher House to be prepared by Fisher House Foundation. The larger area that includes the grade and road improvements for site preparation will be prepared by Milwaukee VAMC.
- B. The Fisher House Foundation will coordinate and integrate their portion of the proposed landscape plan with the landscape plan by Milwaukee VAMC. The landscape architect involved with completion of the HALS for the NHL shall review both plans for consistency with historic plantings and compatible design.
- C. The Landscape Plans will minimize visual effects of the new construction, provide screening of the cemetery, and administration building and recommend specific plantings compatible with the historic landscape as described in the HALS. It will recommend standards of care for the existing mature trees selected for retention prior to the construction and to assist in recovery post-construction.

IV. Steam Trestle Dismantle

- A. Prior to dismantling the steam trestle and its supporting structures, HAER Level II photos will be completed and approved by the NPS.

1 B. Documentation will be completed within 120 days of demolition and reviewed and
2 approved by NPS.

3

4 V. Secretary of Interior Standards

5 A. The Milwaukee VAMC shall plan, develop, and execute the undertakings in accordance
6 with the Secretary of the Interior's Standards for the Treatment of Historic Properties
7 (36 CFR Part 68).

8 B. Milwaukee VAMC will ensure that all historic preservation work performed in its behalf
9 shall be accomplished by persons who meet or exceed the applicable Qualifications in
10 the Secretary of Interior's Professional Qualifications Standards (36 CFR Part 61
11 Appendix A)

12 VI. Unanticipated Discovery of Archaeological Material

13 A. In the event of a discovery of archaeological material during construction, work shall
14 stop in the immediate area and the Milwaukee VAMC Cultural Resource Manager shall
15 be notified.

16 B. Depending upon the type of material identified, a plan shall be developed for removal.

17 C. Milwaukee VAMC shall contact SHPO to develop the plan within 48 hours of the
18 discovery. Construction work may resume immediately following removal of the
19 archaeological material.

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21 VII. Duration

22 This MOA shall expire one year after completion of the construction of the Fisher House.

23

24 VIII. Dispute Resolution

25 A. Any signatory or concurring party to this MOA may object at any time to any actions taken
26 relevant to the construction and post-construction landscape restoration or to the manner
27 in which the terms of this MOA are implemented. Milwaukee VAMC shall consult with such
28 party to resolve the objection.

29 B. If the objection cannot be resolved, Milwaukee VAMC will forward all relevant
30 documentation, including Milwaukee VAMC's proposed resolution, to the ACHP. Within 30
31 days of receipt of adequate documentation, ACHP will provide its advice on resolution of the
32 objection. Prior to reaching a final decision, Milwaukee VAMC shall prepare a written
33 response to the objection that takes into account advice or comments from the ACHP, other
34 signatories or concurring parties and provide them with the written response. Milwaukee
35 VAMC shall then proceed according to its final decision.

36 C. If the ACHP does not provide advice within the 30 day time period, Milwaukee VAMC may
37 make a final decision on the objection and proceed accordingly. Prior to reaching a final
38 decision, Milwaukee VAMC shall prepare a written response that takes into account any

1 comments received during the 30 day time period from other signatories and concurring
2 parties to this MOA and provide them and the ACHP a copy of the written response.
3 D. Milwaukee VAMC shall carry out all other actions in this MOA that are not the subject of the
4 dispute objection.

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6 IX. Amendments

7 This MOA may be amended when such an amendment is agreed to in writing by all
8 signatories. The amendment shall be effective on the date a copy signed by all
9 signatories is filed with the ACHP.

10

11 X. Termination

- 12 A. If Milwaukee VAMC determines that it cannot implement the terms of this MOA, or if
13 the SHPO, ACHP or NPS determines that the agreement is not being properly
14 implemented, such party may propose in writing to the other signatories that this MOA
15 be terminated.
- 16 B. The party proposing to terminate this MOA shall notify in writing all signatories to this
17 agreement, explaining the reasons for termination and affording them at least 30 days
18 from receipt of the notification to consult and seek alternatives to termination. The
19 parties shall then consult.
- 20 C. Should such consultation fail, the Milwaukee VAMC or other signatory may terminate
21 this MOA by notifying all parties in writing and state the reasons.
- 22 D. If this MOA is terminated, Milwaukee VAMC shall either;
23 1. Consult in accordance with 36 CFR §800.6 to develop another MOA; or
24 2. Request the comments of the ACHP pursuant to 36 CFR §800.7

25 Execution of this MOA and implementation of its terms evidence that the Milwaukee VAMC has
26 afforded the signatories a reasonable opportunity to comment on the proposed construction of the
27 Fisher House and the dismantling of the steam trestle within the NHL and NRHPD of the Clement J.
28 Zablocki Veterans Affairs Medical Center in Milwaukee, WI.

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Signatories:

Department of Veterans Affairs, Milwaukee VAMC Director

Robert H. Beller 2/16/13
Mr. Robert H. Beller, FACHE Date

Department of Veterans Affairs, Veterans Integrated Service Network 12 Director

Jeffrey A. Murawsky 2/11/13
Jeffrey A. Murawsky, M.D. Date

Wisconsin State Historic Preservation Officer

James Draeger 2/14/13
Mr. Jim Draeger Date

Advisory Council on Historic Preservation

John M. Fowler 2/20/13
Mr. John Fowler, Executive Director Date

Invited Signatories:

National Park Service

Mr Michael T Reynolds MWRO Regional Date

Fisher House Foundation

David A Coker 2-8-13
Mr. David Coker, President Date

Concurring Parties:

National Trust for Historic Preservation

Mr David Brown, Executive Vice President and Chief Preservation Officer Date

Milwaukee Preservation Alliance

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Ms. Dawn McCarthy

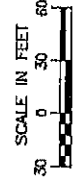
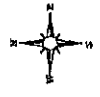
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City of Milwaukee Historic Preservation Commission

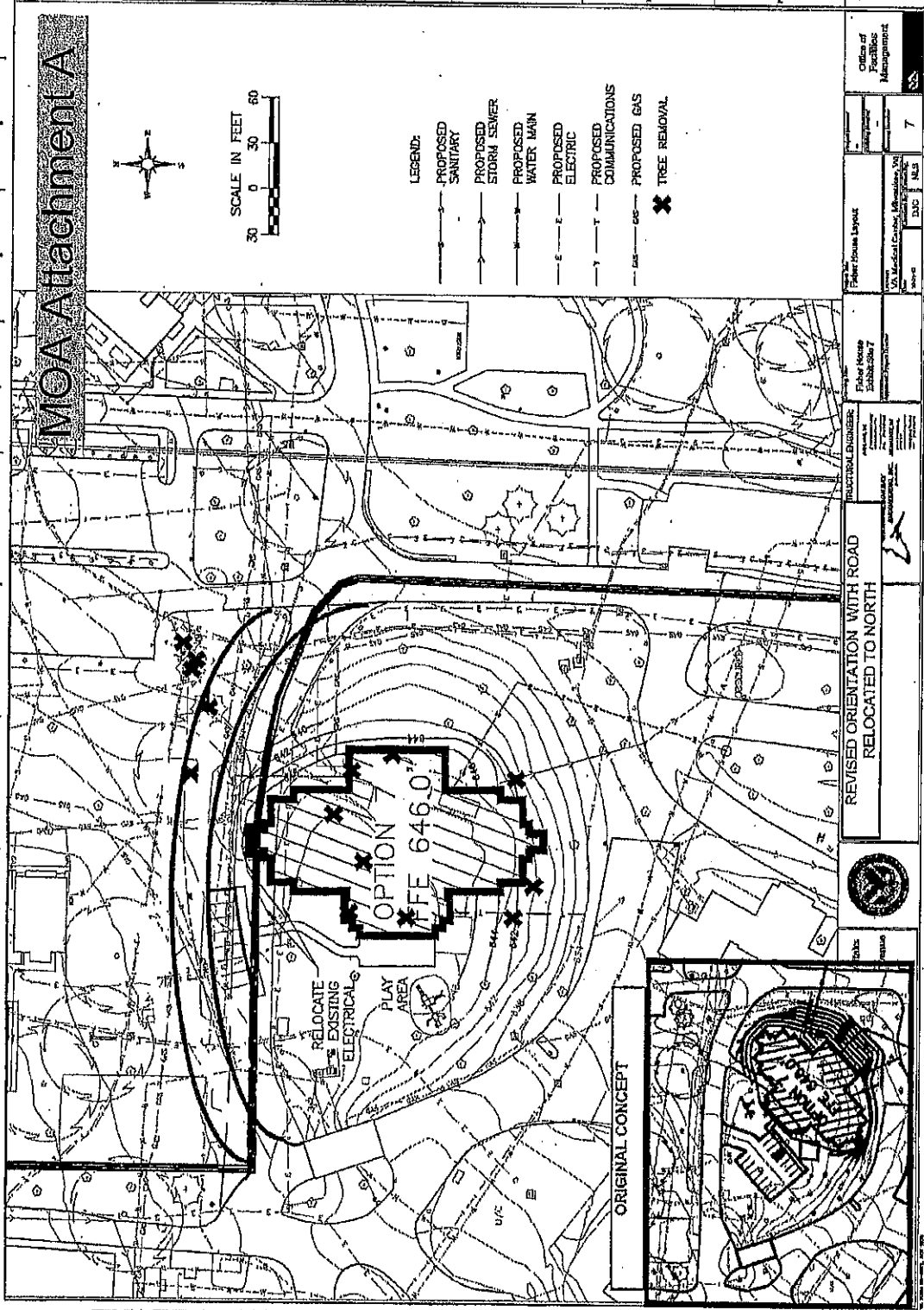
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MOA Attachment A

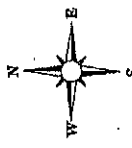
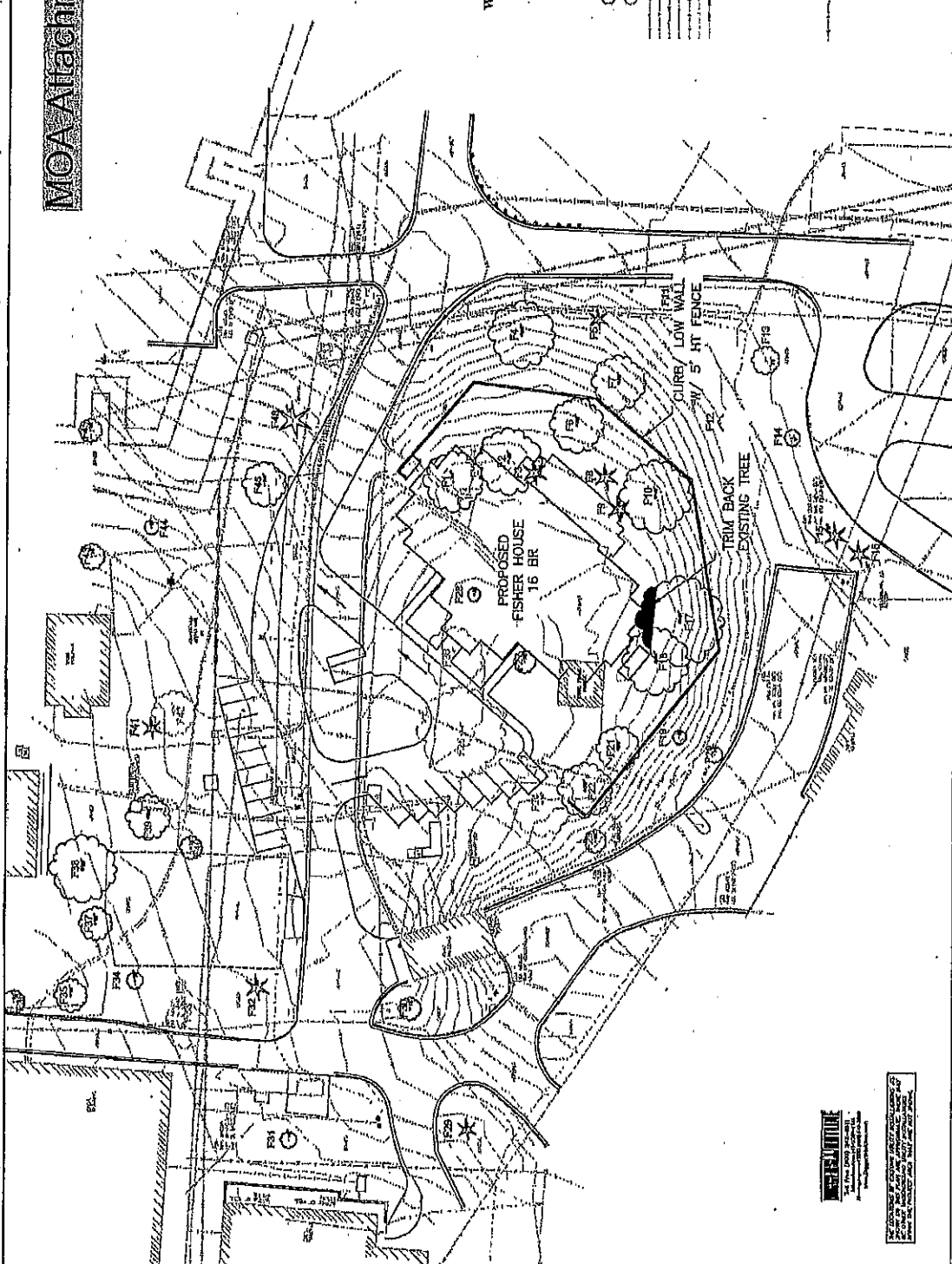


- LEGEND:**
- PROPOSED SANITARY
 - PROPOSED STORM SEWER
 - PROPOSED WATER MAIN
 - PROPOSED ELECTRIC
 - PROPOSED COMMUNICATIONS
 - PROPOSED GAS
 - ✕ TREE REMOVAL









	PROJECT ENGINEER Name: [Redacted] License No.: [Redacted]	PROJECT MANAGER Name: [Redacted]	DATE 7	Office of Facilities Management
PROJECT TITLE REVISOR ORIENTATION WITH ROAD RELOCATED TO NORTH		PROJECT NO. 150815087		CITY DDC

MOA Attachment B



- 1. PROPOSED FISHER HOUSE
- 2. PROPOSED DRIVEWAY
- 3. PROPOSED PARKING
- 4. PROPOSED TRIM BACK EXISTING TREE
- 5. PROPOSED 5 FT FENCE
- 6. PROPOSED TRIM BACK EXISTING TREE
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 <p>Dept. of Veterans Affairs Medical Center 5003 Vt. National Avenue Millersville, VI</p>		<p>CONSULTANTS:  CONSULTANTS CONSULTANTS</p>	<p>PROJECT LEADER/ARCHITECT:</p>	<p>PROPOSED SITE LAYOUT</p>	<p>Office of Facilities Management</p>
	<p>Dept. of Veterans Affairs Medical Center 5003 Vt. National Avenue Millersville, VI</p>	<p>CONSULTANTS:  CONSULTANTS CONSULTANTS</p>	<p>PROJECT LEADER/ARCHITECT:</p>	<p>PROPOSED SITE LAYOUT</p>	<p>Office of Facilities Management</p>
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