

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF VETERANS AFFAIRS  
WICHITA HEALTH CARE SYSTEM  
AND  
THE KANSAS STATE HISTORIC PRESERVATION OFFICER  
REGARDING  
THE CONSTRUCTION OF AN ADDITION TO BUILDING 3,  
ROBERT J. DOLE VA MEDICAL CENTER, WICHITA, KANSAS**

**WHEREAS**, the U.S. Department of Veterans Affairs Wichita Health Care System (VA) plans to carry out the construction of a new addition to Building 3 at the Robert J. Dole VA Medical Center (Dole VAMC), Wichita, Kansas (undertaking); and

**WHEREAS**, the undertaking consists of the construction of a three-story, 2500 square foot per floor addition to the west façade of Building 3 at the Dole VAMC that will contain inpatient and outpatient pharmacies and administrative workspace, along with parking lot improvements to address ADA parking and accessibility deficiencies and

**WHEREAS**, VA has determined that the project is a federal action that meets the definition of an undertaking pursuant to 36 CFR § 800.16(y), and is the type of activity that has the potential to cause effects on historic properties pursuant to 36 CFR § 800.3(a), and therefore subject to review under Section 106 of the National Historic Preservation Act (NHPA), as amended, (54 USC § 306108), and its implementing regulations (36 CFR Part 800 – Protection of Historic Properties); and

**WHEREAS**, in accordance with 36 CFR § 800.4(a)(1), VA has determined the area of potential effect (APE) as the footprint of Building 3 and the proposed addition (Attachment A), and the Kansas State Historic Preservation Officer (SHPO) did not object; and

**WHEREAS**, the VA has determined that the undertaking will have an adverse effect on the Robert J. Dole Medical Center Historic District, which is listed in the National Register of Historic Places and has consulted with the SHPO pursuant to 36 CFR § 800.5; and

**WHEREAS**, VA and SHPO executed a Memorandum of Agreement on May 15, 2012 (Attachment B), in which the VA agreed to restore the historic appearance of the center portion of the south elevation of Building 3 based on the original 1932 plans and in accordance with the Secretary of the Interior's *Standards for Restoration* (2012 MOA Stipulation II), which the VA has not yet completed, and which will be completed as part of this agreement; and

**WHEREAS**, VA invited the following Federally-recognized Indian Tribes (Tribes) that might attach religious and/or cultural significance to historic properties in the APE to participate in consultation pursuant to 36 CFR § 800.2(c)(2): the Osage Nation, Cheyenne and Arapaho Tribes of Oklahoma, and the Wichita and Affiliated Tribes, none of whom have elected to participate in consultation; and

**WHEREAS**, VA has consulted with the City of Wichita regarding the effects of this undertaking on historic properties pursuant to 36 CFR § 800.2(c)(3) and invited them to sign this agreement as a concurring party; and

**WHEREAS**, in accordance with 36 CFR § 800.2(d), VA provided the public with information about the Project and its effects on historic properties and sought comment and input, and received no public comments; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), VA 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**, the VA and SHPO 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**

VA shall ensure that the following measures are carried out:

### **I. ADMINISTRATION**

- A. All parties shall send and accept official notices, comments, requests for additional information and/or documentation, and all other communications required by this agreement via email.
- B. Time designations in this agreement shall be in calendar days.
- C. For the purposes of this agreement, the definitions provided in 36 CFR § 800.16(a) through (z) inclusive shall apply.
- D. VA shall ensure that Federal or contractor staff who meet the applicable Secretary of the Interior's Professional Qualification Standards (36 CFR § 61) in the appropriate discipline (e.g., architectural history, history, archaeology, architecture, or historic architecture) will participate in the review and implementation required as part of this agreement.
- E. This agreement shall be executed in counterparts with a separate page for each signatory.

### **II. ANTI-DEFICIENCY ACT**

The Anti-Deficiency Act, 31 U.S.C. § 1341, prohibits federal agencies from incurring an obligation of funds in advance of or in excess of available appropriations. VA's obligations under this agreement are subject to the availability of appropriated funds, and the stipulations of this agreement are subject to the provisions of the Anti-Deficiency Act. VA shall make reasonable and good faith efforts to secure the necessary funds to implement this agreement in its entirety. If compliance with the Anti-Deficiency Act alters or impairs VA's ability to implement the stipulations of this agreement, VA shall consult in accordance with the amendment and termination procedures found at Stipulations VIII and IX of this agreement.

### **III. MITIGATION**

- A. Technical Amendment to the National Register of Historic Places (NRHP) Nomination Form
  - i. VA will hire a qualified Historian or Architectural Historian per Stipulation I.D to develop a technical amendment to the existing Robert J. Dole Medical Center Historic District NRHP nomination form.
  - ii. SHPO will be given thirty (30) days to review and provide feedback on the technical amendment. The consultant will make edits to the technical amendment based on SHPO

feedback, and a final copy of the report will be provided to all parties to this agreement.

- iii. VA will complete and submit this nomination form technical amendment to the NRHP within two (2) years of the execution of this agreement.

#### B. Programmatic Agreement

- i. Within one (1) year of the execution of this agreement, VA will schedule a meeting (virtual and/or in-person) to discuss the development of a Programmatic Agreement (PA) to govern routine management activities either at the Dole VAMC or statewide pursuant to CFR § 800.14(b).
- ii. VA will invite the parties to this agreement and other pertinent consulting parties, pursuant to 36 CFR § 800.2, to participate in this meeting.

#### C. Dole VAMC Staff Training

- i. VA will ensure that key personnel, including all employees and contractors who engage in or supervise others in conducting activities associated with this agreement, will complete annual training on one of the following topics:
  - 1. Federal agency responsibilities under the National Historic Preservation Act (NHPA) Sections 106 and 110.
  - 2. Best practices for consultation under the NHPA Section 106.
  - 3. NHPA Section 106 agreement documents, including Memorandum of Agreement and Programmatic Agreements.
  - 4. Application of Secretary of Interior's Standards and Guidelines for the Treatment of Historic Properties, including rehabilitation and/or restoration best practices.
- ii. This training should be taught by a qualified historic preservation specialist, including VA, ACHP, and/or National Park Service staff.

### IV. COMPLETION OF OUTSTANDING MITIGATION FROM THE BUILDING 29 MOA (2012)

In the *Memorandum of Agreement between the Robert J. Dole Medical Center and the Kansas State Historic Preservation Officer Regarding the Construction of a New Building Located at 5500 E. Kellogg, Wichita, Kansas 67218 – Building #29* (executed on May 15, 2012); Attachment B), VA agreed to document adjacent buildings with digital photographs and update the KSHS online Historic Resource Inventory Database (2012 MOA Stipulation I); and to remove the non-historic south entry canopy for Building 3 and restore the south elevation to its historic appearance based on the original 1932 plans and the Secretary of the Interior's *Standards for Restoration* (2012 MOA Stipulation II). VA has not yet completed Stipulation II of the 2012 MOA.

- A. VA will remove the non-historic south entry canopy for Building 3 and restore the center portion of the south elevation to its historic appearance based on the original 1932 plans and the Secretary of the Interior's *Standards for Restoration*. This will satisfy Stipulation II of the 2012 MOA.

### V. MONITORING AND REPORTING

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

## **VI. POST-REVIEW DISCOVERIES**

If properties are discovered that may be historically significant or unanticipated effects on historic properties found, VA shall immediately halt activities within fifteen (15) meters of the property. VA shall inform the VA Federal Preservation Officer (FPO) of the discovery, and VA shall comply with 36 CFR 800.13(b) by notifying the parties to this agreement. VA's notification shall include a description of unanticipated effects, an eligibility recommendation or a proposed schedule for assessing eligibility, and, if appropriate, a process to resolve potential adverse effects. Signatories to this agreement shall provide VA with comment within ten (10) days of receiving adequate documentation.

## **VII. DISPUTE RESOLUTION**

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

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

## **VIII. AMENDMENTS**

This agreement 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 the signatories is filed with the ACHP.

## **IX. TERMINATION**

If any signatory to this agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VIII, 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 agreement upon written notification to the other signatories.

Memorandum of Agreement Regarding the Construction of an Addition on Building 3 at the Robert J. Dole VAMC, Wichita, KS

Once the agreement is terminated, and prior to work continuing on the undertaking, VA must either (a) execute an agreement 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. VA shall notify the signatories as to the course of action it will pursue.

**X. DURATION**

This agreement will expire if its stipulations are not carried out within five (5) years from the date of execution unless it is terminated prior to that date. Six (6) months prior to the expiration date, VA may consult with the other signatories to reconsider the terms of the agreement and amend it in accordance with Stipulation VIII.

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

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF VETERANS AFFAIRS  
WICHITA HEALTH CARE SYSTEM  
AND  
THE KANSAS STATE HISTORIC PRESERVATION OFFICER  
REGARDING  
THE CONSTRUCTION OF AN ADDITION TO BUILDING 3,  
ROBERT J. DOLE VA MEDICAL CENTER, WICHITA, KANSAS**

**SIGNATORY:**

U.S. Department of Veterans Affairs Wichita Health Care System

**MICHAEL PAYNE**  Digitally signed by MICHAEL  
PAYNE  
Date: 2025.01.28 12:02:11 -06'00'

Date: **1/28/25**

Michael D. Payne, Jr., MSP, CLSSBB, ACHE

Medical Center Director

**MEMORANDUM OF AGREEMENT  
BETWEEN  
THE U.S. DEPARTMENT OF VETERANS AFFAIRS  
WICHITA HEALTH CARE SYSTEM  
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THE KANSAS STATE HISTORIC PRESERVATION OFFICER  
REGARDING  
THE CONSTRUCTION OF AN ADDITION TO BUILDING 3,  
ROBERT J. DOLE VA MEDICAL CENTER, WICHITA, KANSAS**

**SIGNATORY:**

Kansas Historical Society

**Katrina Ringler** Digitally signed by Katrina Ringler  
Date: 2025.03.25 16:54:34 -05'00'

Date: **3/25/25**

Katrina Ringler, Deputy State Historic Preservation Officer

Memorandum of Agreement Regarding the Construction of an Addition on Building 3 at the Robert J. Dole VAMC,  
Wichita, KS

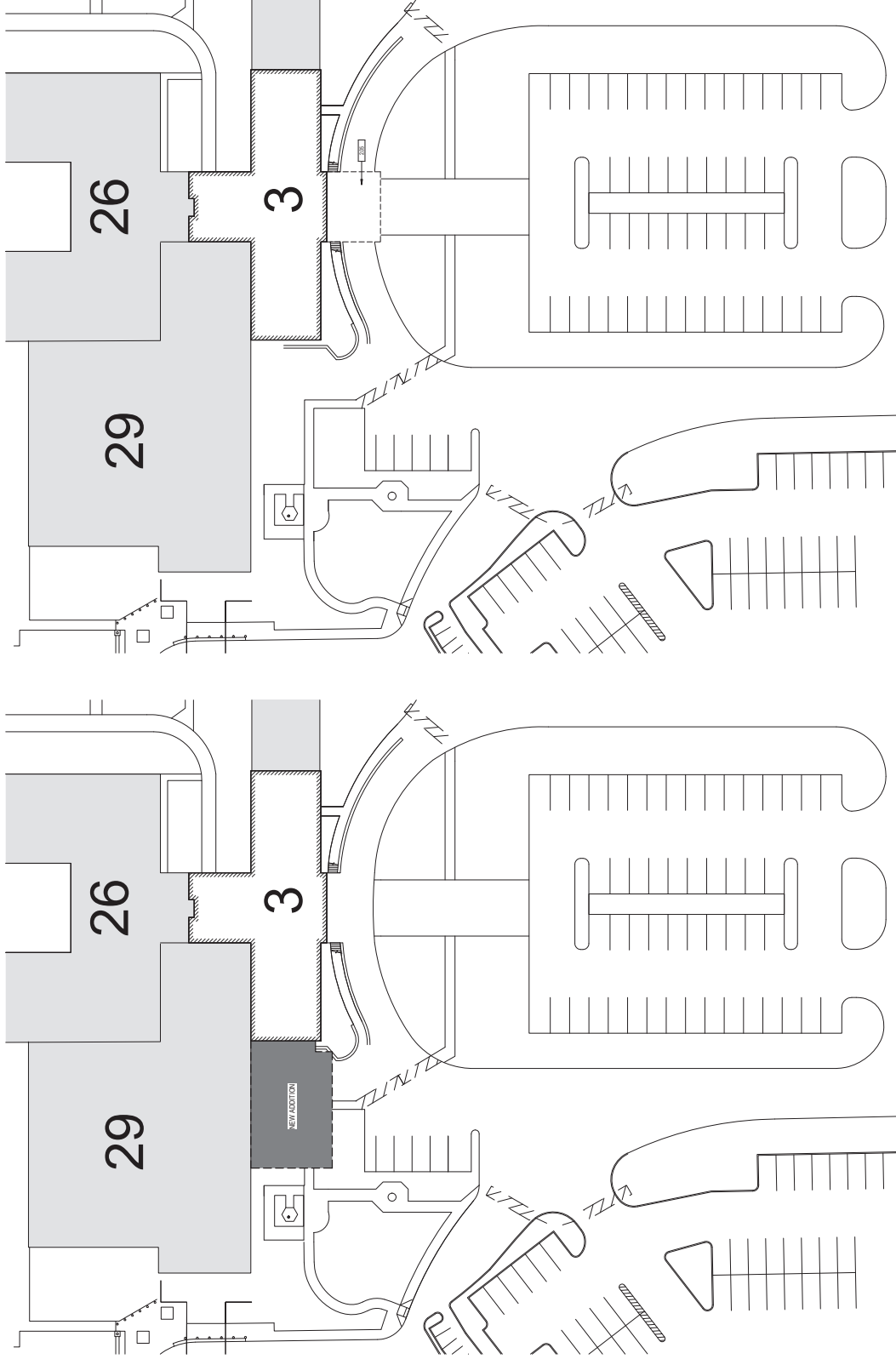
**ATTACHMENT A:** Area of Potential Effect Map.





SITE PLAN LEGEND			
[Solid Grey Box]	EXISTING BUILDING	[Solid Grey Box]	NEW ADDITION
[Dashed Line]	AREA OF PARKING	[Dashed Line]	DEMOLITION
NOTE: NOT ALL UTILITIES MAY BE SHOWN			

REVISIONS	
1	ISSUED FOR PERMITTING



The Area of Potential Effect is defined as building 3, the proposed addition, and the parking lot directly below B3

2 ENLARGED SITE PLAN  
1/11/2023

1 ENLARGED DEMO SITE PLAN  
1/11/2023

NO.	REVISION DESCRIPTION	DATE
1	ISSUED FOR PERMITTING	1/11/2023

CONSULTANTS	DATE
ARCHITECT: SPUR DESIGN, LLC 312 SW 25TH STREET OKLAHOMA CITY, OK 73109 (405) 842-6100 PROJECT NO. 24-001 DATE: 1/11/2023	1/11/2023

ARCHITECT:	STAMP:
SPUR DESIGN, LLC 312 SW 25TH STREET OKLAHOMA CITY, OK 73109 (405) 842-6100 PROJECT NO. 24-001 DATE: 1/11/2023	This information on this document is preliminary or incomplete. It is not to be used for construction or other purposes without the approval of the architect.

ENLARGED SITE PLANS	PROJECT TITLE
VA HEALTH CARE SYSTEM APPROVAL	CONSTRUCT ADDITION AND RENOVATE BUILDING 3 FOR PHARMACY AND ASSOCIATED ADA PARKING

PROJECT NUMBER	BUILDING NUMBER	DRAWING NUMBER
AS002	3	AS002
DATE	CHECKED	DRAWN
1/11/2023	JAS	JAS
VETERANS HEALTH ADMINISTRATION VA		

15% SCHEMATIC DESIGN  
FULLY SPRINKLERED

Memorandum of Agreement Regarding the Construction of an Addition on Building 3 at the Robert J. Dole VAMC, Wichita, KS

**ATTACHMENT B:** A copy of the *Memorandum of Agreement between the Robert J. Dole Medical Center and the Kansas State Historic Preservation Officer Regarding the Construction of a New Building Located at 5500 E. Kellogg, Wichita, Kansas 67218 – Building #29* (executed on May 15, 2012).

## **MEMORANDUM OF AGREEMENT**

**BETWEEN THE ROBERT J. DOLE VA MEDICAL CENTER**

**AND THE KANSAS STATE HISTORIC PRESERVATION OFFICER**

**REGARDING THE CONSTRUCTION OF A NEW BUILDING LOCATED AT 5500E.**

**KELLOGG, WICHITA, KANSAS 67218 – BUILDING #29**

**WHEREAS**, the Robert J. Dole VA Medical Center plans to fund the construction of a new Primary Care Building #29 pursuant to the final plans and specs dated June 15, 2012; project #589-339; and

**WHEREAS**, the Robert J. Dole VA Medical Center has determined that adjacent existing buildings 3 and 26 are eligible for listing on the National Register of Historic Places, and has consulted with the Kansas State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f); and

**WHEREAS**, the Robert J. Dole VA Medical Center has determined that the undertaking, specifically construction of a new building, will have an adverse effect on buildings 3 and 26 and has consulted with the SHPO pursuant to 36 C.F.R. 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.S. 470f); and

**WHEREAS**, in accordance with 36 C.F.R. 800.6(a)(1), the Robert J. Dole VA Medical Center 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 C.F.R. 800.6(a)(1)(iii); and

**NOW, THEREFORE**, the Robert J. Dole VA Medical Center and the SHPO 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**

The Robert J. Dole VA Medical Center shall ensure that the following measures are carried out:

- I. The Robert J. Dole VA Medical Center shall ensure that each adjacent building is documented with digital photographs prior to commencing the new building construction (one photograph of each elevation). The photographs should be added to the existing records (173-12425 and 173-12426 respectively) in the KSHS online Historic Resources Inventory Database (<http://khri.kansasgis.org>) per the instructions described in the tutorial section.

- II. The Robert J. Dole VA Medical Center shall remove the non-historic south entry canopy from Building 3. Upon removal of the canopy, the uncovered center portion of the south elevation shall be restored to its historic appearance in accordance with the Secretary of the Interior's *Standards for Restoration* based on the original 1932 plans. A copy of the original plans and the plans for the restoration shall be provided to the SHPO for review and comment prior to construction.

#### IV. DURATION.

This agreement will be null and void if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, the Robert J. Dole VA Medical Center may consult with the other signatories to reconsider the terms of the agreement and amend in accordance with Stipulation VI below.

#### V. DISPUTE RESOLUTION

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, the Robert J. Dole VA Medical Center shall consult with the objecting party(ies) to resolve the objection.

#### VI. AMENDMENTS AND NONCOMPLIANCE

If any signatory to this MOA, including any invited signatory, determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other parties to develop an amendment to this MOA pursuant to 36 CFR §§800.6(c)(7) and 800.6(c)(8). The amendment will be effective on the date a copy signed by all of the original signatories is filed with the Council. If the signatories cannot agree to appropriate terms to amend the MOA, any signatory may terminate the agreement in accordance with Stipulation VII, below.


#### VII. TERMINATION

If an MOA is not amended following the consultation set out in Stipulation VI, it may be terminated by any signatory or invited signatory. Within 30 days following termination, the Robert J. Dole VA Medical Center shall notify the signatories if it will initiate consultation to execute an MOA with the signatories under 36 CFR §800.6(c)(1) or request the comments of the Council under 36 CFR §800.7(a) and proceed accordingly.

Execution of this Memorandum of Agreement by the Robert J. Dole VA Medical Center and Kansas SHPO, the submission of documentation and filing of this Memorandum of Agreement with the Council pursuant to 36 CFR Section 800.6(b)(1)(iv) prior to the Robert J. Dole VA Medical Center approval of this undertaking, and implementation of its terms evidence that the Robert J. Dole VA Medical Center has taken into account the effects of this undertaking on historic properties and afforded the Council an opportunity to comment.

**SIGNATORIES:**

**The Robert J. Dole VA Medical Center in Wichita Kansas**

 Date 5/11/12  
Vicki Bondie, Acting Medical Center Director

**Kansas State Historic Preservation Officer**

 Date 5/15/12  
Jennie Chinn, Kansas SHPO