

MEMORANDUM OF AGREEMENT

BETWEEN

**SILL-PICERNE PARTNERS, LLC,
U.S. ARMY GARRISON FORT SILL, OKLAHOMA
AND THE
OKLAHOMA STATE HISTORIC PRESERVATION OFFICE**

**REGARDING THE TEMPORARY INSTALLATION OF A CEMENT
SIDEWALK FOR AMERICAN DISABILITIES ACT (ADA) COMPLIANCE**

WHEREAS, the current occupants of Quarters 575 require an even sidewalk / walk way to provide access for a disabled family member to the front of the property, Fort Sill has attempted to achieve this requirement with unsatisfactory results first by covering the walk with a metal covering and second by in-kind repair of the walk way in accordance with Attachment A Section II.A.(2) of the Programmatic Agreement for the Residential Communities Initiative (RCI); and,

WHEREAS, Fort Sill plans to approve the demolition/removal of an existing flagstone walk way and replace with a temporary cement walk way at Quarters 575, Fort Sill, Oklahoma (undertaking); and

WHEREAS, Fort Sill has defined the undertaking's area of potential effect (APE) to be the property (landscape) at Quarters 575, Fort Sill, Oklahoma; and

WHEREAS, Fort Sill has determined that the undertaking will have an adverse effect on an existing historic walk way situated at Quarters 575, which is eligible for listing in the National Register of Historic Places, and has consulted with the Oklahoma State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. part 800, of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f); and

WHEREAS, in accordance with 36 C.F.R. § 800.6(a)(1), Fort Sill has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation and invited them to participate in this MOA per correspondence dated 6 February 2009. Per correspondence dated 12 February 2009 the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

NOW, THEREFORE, Sill-Picene Partners, LLC, Fort Sill and the Oklahoma State Historic Preservation Office (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

Sill-Picerne Partners, LLC shall ensure that the following measures are carried out:

I. Sill-Picerne Partners, LLC shall provide the Fort Sill Cultural Resource Program Management Office photographic documentation of the existing walk way at Quarter 575. All submitted photographic documentation will be submitted to the SHPO, this documentation will consist of:

a. Photographs taken of the existing walk way, documenting both the walk way and its' setting. Photographs must be clear and in focus, taken in good light and under good climatic conditions. Photographs must show the entire extent of the property as well as close-ups of any character defining aspects.

(1) Color or black and white prints must be a minimum of 4" by 6" and no larger than 8" by 10" on archival quality fiber photo paper.

(2) All photographs must have the following information clearly labeled using a 2H pencil on the backs with:

- * Name of property;
- * Location (county, city, state, and street address);
- * Name of photographer;
- * Date of photograph;
- * Location of photographic negative;
- * Indication of direction camera is pointing;
- * Number of the photograph in series.

(3) Do not write on the back of the photograph in ink. Do not mount the photograph onto sheets of paper or cardboard. Do not apply a label with rubber cement or tape.

b. A photograph of the walk way prior to removal will include the numbering sequence of stones for reinstallation. A copy of this information will be held by the Fort Sill Cultural Resources Management Program Office.

c. Removal of the walk way will be done by hand (no power equipment). All stones shall be cleaned in accordance with cleaning methods identified in the U.S. Department of Interior, National Park Service, Preservation brief #1 "Assessing Cleaning and Water Repellant treatments for Historic Masonry Buildings" and numbered IAW the photographic documentation required under

Stipulation I.b., and safely stored in an interior location at quarters 575 (basement or garage). Mortar sections will be saved to facilitate proper color matching of mortar (not Portland cement) for reinstallation.

d. Sill-Picerne Partners, LLC will remove the temporary cement walk way after the quarters are vacated by the current resident and reinstall the saved/stored flagstones in the original documented configuration. Mortar will be matched using the saved/stored mortar in Stipulation I.c.

e. Sill-Picerne Partners, LLC will provide photo documentation to all parties after the reinstallation of the flagstone walk way as fulfillment of this MOA. These photographs shall be taken IAW the same criteria provided under Stipulation I.a.(1) through I.a.(3) of this document

II. The photographs identified under Stipulation I.a. and b. must be submitted and approved by the SHPO to ensure the aforementioned Stipulations were met before any work takes place that will affect the property.

DURATION

This MOA will be null and void if its terms are not carried out within four (4) years from the date of its execution. Prior to such time, Fort Sill may consult with the other signatory to reconsider the terms of the MOA and amend it in accordance with Stipulation IV below.

DISPUTE RESOLUTION

Should any party to this Memorandum of Agreement (MOA) object within thirty (30) days to any action taken pursuant to the MOA, said party shall contact Fort Sill in writing to Cultural Resource Management Officer, DPW-Environmental Quality Division, 5503 NW Currie Road, Fort Sill, OK 73503-9051. Fort Sill shall consult with the objecting party to resolve the objection. If Fort Sill determines that the objection cannot be resolved, Fort Sill shall forward all documentation to the ACHP. Within thirty (30) days after receipt of all pertinent documentation, the ACHP will either:

a. Provide Fort Sill with a recommendation, which Fort Sill will take into account in reaching a final decision regarding the dispute; or

b. Notify Fort Sill that it will comment pursuant to 36 CFR 800.6(a)(1)(iii), and proceed to comment. Any ACHP comment provided in response to a request will be taken into account by Fort Sill in accordance with 36 CFR 800.6(b)(2) with reference only to the subject dispute. Fort Sill's responsibility to carry out all actions under this MOA that are not subject of the dispute will remain unchanged

AMENDMENTS

This MOA 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 both signatories is filed with the ACHP.

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 attempt to develop an amendment to the current agreement. If within thirty (30) days (or another time period agreed to by the signatories) an amendment cannot be reached, either signatory may terminate the MOA upon written notification to the other.

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

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

Pursuant to 36 CFR §800.6(b)(1)(iv), Fort Sill will need to file the final Memorandum of Agreement (MOA), developed in consultation with the Oklahoma State Historic Preservation Office (SHPO) and any other consulting parties, and related documentation with the ACHP at the conclusion of the consultation process. The filing of the MOA and supporting documentation with the ACHP is required in order to complete the requirements of Section 106 of the National Historic Preservation Act.

SIGNATORIES:

Fort Sill, Oklahoma


Robert S. Bridgford
Colonel, U.S. Army
Garrison Commander

17 Feb 09
Date

Oklahoma State Historic Preservation Officer

Bob Blackburn

Bob L. Blackburn
Oklahoma State Historic
Preservation Officer

2/19/09
Date

CONCURRING PARTY:

Sill-Picerne Partners, LLC

Jeddi Clanton for
James M. Grant
Vice-President

James M. Grant

2/18/09
Date