
--- NOTICE ---

Officials of the Tennessee Army National Guard announce the availability of a Memorandum of Agreement for Section 106 Compliance Knoxville-Sutherland Readiness Center Renovation at

3330 Sutherland Ave., Knoxville, Tennessee

The Memorandum of Agreement is available for public review beginning
7 August 2017, and ending 7 September 2017.

Available for review during normal library hours at:

Bearden Branch Library
100 Golf Club Rd.
Knoxville TN, 37919
865-588-8813

Cedar Bluff Branch Library
9045 Cross Park Dr.
Knoxville TN, 37923
865-470-7033

Lawson McGhee Library
500 W Church Ave.
Knoxville TN, 37902
865-218-8750

Sequoyah Library
1140 Southgate Rd SW
Knoxville TN, 37919
865-525-1541

A limited number of electronic copies are available from
Jonathan Guilford
Tennessee Army National Guard (TNARNG)
Construction & Facilities Management Office
3041 Sidco Drive RM 314
Nashville, TN 37024-1502

The Memorandum of Agreement was prepared by Jonathan Guilford, Tennessee Army National Guard, and the National Guard Bureau in Washington, DC and the undertaking involves the replacement of windows, guttering and downspout systems, update to the storefront design, restoration of original elevations, and the removal of HVAC wall vents. If any impacts are judged to be minimal or insignificant, a Finding of No Significant Impact (FNSI) will be issued, and the Tennessee Army National Guard may proceed with the above proposed action.

*Comments of the Draft Environmental Assessment are invited, and they should
be addressed to:*

Tennessee Army National Guard
Jonathan Guilford
3041 Sidco Drive, RM 314
Nashville, TN 37204-1502
Telephone: 615-313-0768

Memorandum of Agreement
For
Section 106 Compliance
Knoxville-Sutherland Readiness Center Renovation
SBC No. 361/047-01-2016
Knoxville, Tennessee



TENNESSEE ARMY NATIONAL GUARD

Houston Barracks
Nashville, TN 37204-4505

July 2017

**MEMORANDUM OF AGREEMENT
AMONG
THE NATIONAL GUARD BUREAU,
THE TENNESSEE ARMY NATIONAL GUARD
AND
THE TENNESSEE STATE HISTORIC PRESERVATION OFFICER
FOR THE
KNOXVILLE-SUTHERLAND READINESS CENTER RENOVATION
KNOXVILLE, KNOX COUNTY, TENNESSEE
2017**

WHEREAS, the National Guard Bureau (NGB), is a joint activity of the Department of Defense, and as a Federal agency, is required to comply with the National Historic Preservation Act (54 U.S.C. § 100101 et seq., NHPA), specifically Section 106 and its implementing regulations found at 36 CFR §800, and the NGB provides Federal funding and guidance to state Guard organizations¹; and

WHEREAS the Tennessee Army National Guard (TNARNG) owns and operates the Knoxville Sutherland Readiness Center (RC) #0001, a 58 year old building located at 3330 Sutherland Ave., Knoxville, Knox County, Tennessee, which is eligible for listing in the National Register of Historic Places (NRHP) under Criterion A as part of the Post WWII nationwide armory build-up program; and

WHEREAS, the TNARNG intends to replace the historic windows, modify the storefront main entrance doors for compliance with the Americans With Disabilities Act of 1990 (ADA), to replace the contemporary guttering and downspout system, and to fill-in the rear façade entry doors to the original elevations, along with all the exterior HVAC wall entries with matching brick and mortar at RC #0001. As the project will be completed using a combination of State and Federal Funds; TNARNG and NGB have determined that this project constitutes a Federal undertaking as defined by 36 CFR §800.16(y); and

WHEREAS, TNARNG has defined the Undertaking's Area of Potential Effect (APE) for direct effects to be the footprint of Knoxville Sutherland RC building #0001 and the APE for indirect effects (view-shed) to be a ¼ mile radius around said building (Attachment A1,2); and

WHEREAS, the TNARNG has determined that the Undertaking will have an adverse effect on RC #0001 and has consulted with the Tennessee State Historic Preservation Officer (TN-SHPO) pursuant to 36 CFR §800; and

WHEREAS, the TNARNG, in consultation with the TN-SHPO, has defined the adverse effect as specifically the loss of historical integrity due to the proposed designs of the replacement windows; and

¹ The Army National Guard Directorate (D, ARNG) is a component of the NGB.

WHEREAS, the TNARNG has afforded the public an opportunity to comment on the Undertaking and mitigation plan through the Tennessee Army National Guard Website: <https://www.tn.gov/military/who-we-are/state-administration-military/environmental.html>, as well as a notice in the *Knoxville News Sentinel* newspaper in hard print or online identifying the local libraries where the public can review this draft MOA from August 7, 2017 to September 7, 2017; and

WHEREAS, the TNARNG has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination in accordance with 36 CFR §800.6(a)(1) and invited them to participate in this consultation March 3, 2017, and the ACHP has chosen not to participate in the consultation (Attachment B); and

NOW, THEREFORE, the TNARNG, the NGB, and the TN-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.

I. STIPULATIONS

TNARNG shall ensure that the following **Mitigation Measures** are carried out:

- A. Replacement of the historic windows on the front/main street-facing facades with the accurate number, location, size, muntin configuration, design, and materials as the original. Existing exterior storm windows will be removed.
- B. Replacement of the drill hall windows with the accurate number, location, size, muntin configuration, design, and materials as the original. The replacement windows will utilize solar tinting technologies, instead of being covered with paint like the original windows, to limit the amount of sunshine entering the drill hall.
- C. Removal of all non-original A/C vents protruding through exterior wall openings and replacing/repointing with brick and mortar to match the original color scheme, pattern, and chemical composition.
- D. The front/main street-facing facades' front entry doors will mimic the existing storefront design with only the materials changing to conform to Anti-Terrorism Force Protection (AT/FP) guidance's requiring blast-resistant ballistic doors. The TNARNG will submit storefront design plans to the TN-SHPO for approval prior to construction.
- E. The front/main street facing facades' front entry doors will be made ADA compliant; requiring door size to increase, the restructuring of the mullions in between door units, and the decrease of the size of the window panes surrounding the entry way. Ramps and handrails will be installed as necessary. The TNARNG will submit the ADA design plans to the TN-SHPO for approval prior to

construction

- F. The rear façade non-original double-doors will be removed and filled in with the matching brick and mortar to match the original color scheme, pattern, and chemical composition.
- G. The TNARNG will replace the modern guttering and downspouts systems with materials to match the existing copper original portions that remain.

II. PROFESSIONAL QUALIFICATION STANDARDS

A. The TNARNG CRM shall serve as the primary point of contact for this Agreement and shall be responsible for all internal review and coordination as well as coordination with the TN-SHPO and other consulting parties under this Agreement.

B. The TNARNG CRM shall have access to Qualified Staff. For the purposes of this Agreement, “Qualified Staff” is defined as an individual who meets the Secretary of the Interior’s Professional Qualification Standards (36 CFR Part 61). Qualified Staff shall have professional qualifications, training, and experience relevant to the technical requirements of a given undertaking. For example: Architectural Historians or Historical Architects will be utilized to survey historic buildings, while Archaeologists or Anthropologists will be utilized to perform archaeological investigations.

III. ANTI-DEFICIENCY ACT COMPLIANCE

All requirements set forth in this MOA requiring expenditure of Army funds are expressly subject to the availability of appropriations and the requirements of the Anti-Deficiency Act (31 U.S.C. Section 1341). No obligation undertaken by the Army under the terms of this MOA shall require or be interpreted to require a commitment to expend funds not appropriated for a particular purpose.

IV. SIGNATORIES

For the purposes of this Agreement, the term "Signatories" means the NGB, the TNARNG and the TN-SHPO, each of which has authority under 36 CFR §800.6(c)(8) to terminate the Agreement if accord cannot be reached regarding an amendment.

V. DURATION

This MOA will expire if its terms are not carried out within three (3) years from the date of its execution. Prior to such time, TNARNG may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation IX below.

VI. POST-REVIEW DISCOVERIES

In the event that one or more historic properties are discovered or that unanticipated effects on historic properties are found, the TNARNG shall comply with 36 CFR 800.13(b), (c), and/or (d), along with SOP #1, Maintenance and Repair Activities, of the TNARNG ICRMP, by stopping work in the immediate area and informing the TN-SHPO (and applicable tribes based upon the nature of the discovery). Any further investigative work will be conducted according to all appropriate federal and state guidelines, statutes, rules, and regulations.

A. Inadvertent Discoveries of Human Remains

Should human remains be encountered, work will immediately stop in the vicinity of the discovery, the area will be secured, and the project manager on site will immediately contact the TNARNG CRM. The TNARNG CRM will notify the Knox County Sheriff's office, Knox County Coroner's office and the TN-SHPO. If the human remains are determined to be Native American, the TNARNG will be responsible for compliance with the provisions of the Native American Graves Protection and Repatriation Act of 1990, 25 U.S.C. §3001 et seq. (NAGPRA), as amended.

VII. MONITORING AND REPORTING

Every three months, with a letter report, following the execution of this MOA until it expires or is terminated, TNARNG shall provide all parties to this MOA 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 TNARNG's efforts to carry out the terms of this MOA.

VIII. DISPUTE RESOLUTION

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

A. Forward all documentation relevant to the dispute, including the TNARNG's proposed resolution, to the ACHP. The ACHP shall provide the TNARNG 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, the TNARNG 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. The TNARNG 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, the TNARNG, in consultation with NGB, may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the

TNARNG shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the MOA, and provide them and the ACHP with a copy of such written response.

C. The TNARNG's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

D. Should any member of the public raise a timely and substantive objection pertaining to the manner in which the terms of this Agreement are carried out, at any time during its implementation, the TNARNG shall take the objection into account by consulting with the objector to resolve the objection. When the TNARNG responds to an objection, it shall notify the consulting parties of the objection and the manner in which it was resolved. The TNARNG may request the assistance of a consulting party to resolve an objection. The TNARNG retains final decision approval over any disagreements with the public over terms of this Agreement.

IX. 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 all of the signatories is filed with the ACHP.

X. 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 per Stipulation IX, 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 MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, the TNARNG 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. The TNARNG shall notify the signatories as to the course of action it will pursue.

Execution of this MOA by the TNARNG and TN-SHPO and implementation of its terms evidence that TNARNG has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment, therefore fulfilling the TNARNG's Section 106 responsibilities regarding this undertaking.

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AMONG
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FOR THE
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KNOXVILLE, KNOX COUNTY, TENNESSEE
2017**

Signature Page

National Guard Bureau

By: _____
Erik T. Gordon
Colonel, US Army
Chief, Installations and Environment

Date: _____

Tennessee Army National Guard

By: _____
Terry M. "Max" Haston, Major General
Adjutant General
Tennessee Army National Guard

Date: _____

Tennessee State Historic Preservation Officer

By: _____
E. Patrick McIntyre, Jr.
State Historic Preservation Officer
Tennessee State Historic Preservation Office

Date: _____

Attachments:

A- Maps of Location

1- Site Location

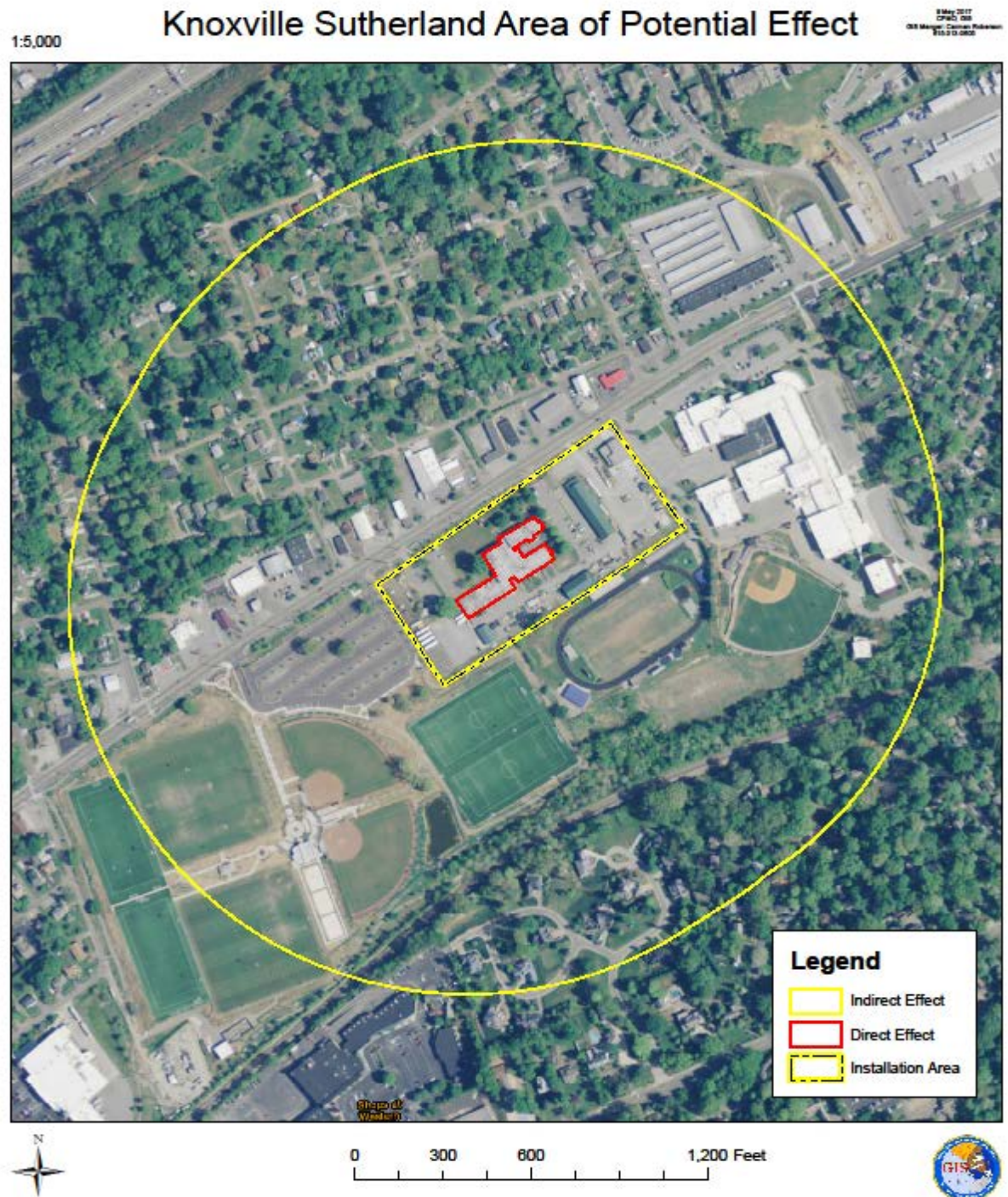
2- Area of Potential Effect (APE)

B- ACHP Correspondence

Attachment A-1



Attachment A-2



Attachment B



Preserving America's Heritage

March 29, 2017

Mr. Jonathan Guilford
Cultural Resources Manager
Tennessee Army National Guard
3041 Sidco Drive
Nashville, TN 37204-4505

Ref: *Proposed Knoxville Sutherland Armory Restoration Project by the Tennessee Army National Guard*
Knox County, Tennessee

Dear Mr. Guilford:

The Advisory Council on Historic Preservation (ACHP) has received your notification and supporting documentation regarding the adverse effects of the referenced undertaking on a property or properties listed or eligible for listing in the National Register of Historic Places. Based upon the information provided, we have concluded that Appendix A, *Criteria for Council Involvement in Reviewing Individual Section 106 Cases*, of our regulations, "Protection of Historic Properties" (36 CFR Part 800), does not apply to this undertaking. Accordingly, we do not believe that our participation in the consultation to resolve adverse effects is needed. However, if we receive a request for participation from the State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer (THPO), affected Indian tribe, a consulting party, or other party, we may reconsider this decision. Additionally, should circumstances change, and it is determined that our participation is needed to conclude the consultation process, please notify us.

Pursuant to 36 CFR §800.6(b)(1)(iv), you will need to file the final Memorandum of Agreement (MOA), developed in consultation with the Tennessee 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.

Thank you for providing us with the notification of adverse effect. If you have any questions or require further assistance, please contact Ms. Katharine Kerr at 202-517-0216 or via e-mail at kkerr@achp.gov.

Sincerely,

Artisha Thompson
Historic Preservation Technician
Office of Federal Agency Programs

ADVISORY COUNCIL ON HISTORIC PRESERVATION
401 F Street NW, Suite 308 • Washington, DC 20001-2637
Phone: 202-517-0200 • Fax: 202-517-6381 • achp@achp.gov • www.achp.gov