

United States Department of the Air Force

**Air Force Materiel
Command (AFMC)**

**Air Force Center for
Environmental Excellence
(AFCEE)**



**Privatization of Military Family Housing
Robins Air Force Base**

Solicitation No. AFCEE-06-0003

APPENDIX R Environmental Programmatic Agreement

**PROPOSAL IS DUE NO LATER THAN
5:00 P.M. EST 15 August 2006 AT:**

PSC MILITARY HOUSING COMPANY
132 South 600 East
Salt Lake City, UT 84102
Voice: 801-363-2277 Fax: 801-363-1912
Email: bfranklin@psc-evg.com
Web site: www/pscmhc.com

**FINAL DRAFT
MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES AIR FORCE
AND THE GEORGIA STATE HISTORIC PRESERVATION OFFICE
REGARDING THE PRIVATIZATION OF MILITARY FAMILY HOUSING,
ROBINS AIR FORCE BASE, GEORGIA**

WHEREAS, the United States Air Force (“Air Force”), pursuant to the Military Housing Privatization Initiative (P.L. 104-106, 110 Stat. 544, Title XXVIII, Subtitle A, Section 2801), which amends 10 U.S.C. § 2871-2885 by addition of a new Subchapter, IV – Alternative Authority for Acquisition and Improvement of Military Housing, has determined it will privatize military family housing at Robins Air Force Base, Georgia (“Robins AFB”), through the Military Housing Privatization Initiative (MHPI) (the “Undertaking”); and

WHEREAS, pursuant to the Undertaking, the responsibility for management of the existing military family housing inventory located on Robins AFB will be conveyed to a Private Real Estate Developer (the “Developer”) by (i) transferring fee ownership of all housing units and above-ground improvements within the Robins AFB Housing Areas known as Forest Park by quitclaim deed to the Developer, and (ii) leasing the land upon which such housing units are located to the Developer for 50 years (the “Lease”). The Undertaking is expected to result in the transfer of long-term interests in Federal lands and the renovation and modernization of the housing units within these housing areas. The renovation and modernization of such housing units will be accomplished by the Developer independent of direct government control. The renovated and modernized housing units are intended for the primary use of military members and their families; and

WHEREAS, the Air Force, in consultation with the Georgia State Historic Preservation Office (SHPO), has determined that the transfer may have an affect on seven housing units in the Forest Park Housing Area (such housing units being more specifically described in Attachment A), which have been determined eligible for inclusion in the National Register of Historic Places (NRHP) (these seven housing units are hereinafter called “The District”); and

WHEREAS, Robins AFB has consulted with the SHPO and the Advisory Council on Historic Preservation (ACHP) in accordance with Section 106 and Section 111 of the National Historic Preservation Act (NHPA), as amended (16 U.S.C. 470f) and its implementing regulations found at 36 CFR Part 800.

NOW, THEREFORE, The Air Force and SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations (the “Agreement”) in order to take into account the effects of the Undertaking on The District and to satisfy Section 106 and 111 responsibilities for the Undertaking.

STIPULATIONS

These stipulations are tailored to preserve the unique historic character of The District. None of the other family housing units to be conveyed to the Developer in connection with the Undertaking are currently eligible for listing. Lacking ownership of these non-historic housing units, the Air Force will have no further Section 106 obligations relative to such non-historic units after transfer. The land to be leased to the Developer has been evaluated under Section 110, NHPA, and one archaeological site identified by State Register Number 9Ht43 (“9Ht43 Site”), located within the Crestview Housing area, has been identified and has been determined to be eligible for listing on the National Register of Historic Places. Therefore, the following stipulations shall apply (i) to the seven eligible housing units and their associated land, and (ii) to archaeological site 9Ht43.

I. LEASE AND CONVEYANCE ACTIVITIES

A. The Air Force will ensure the Developer’s compliance with all of the applicable requirements of Sections 106 and 111 of the NHPA by incorporating provisions of this Agreement, in full or by reference, as appropriate, into the Lease. The parties to this Agreement agree that any renewal or modification of the Lease that might affect historic properties is a new federal Undertaking subject to provisions of the NHPA.

B. Lease: The Air Force is responsible for preparing the Lease and including such appropriate terms and conditions, as further described below, within the Lease:

1. In order to ensure the long-term preservation of the seven historic housing units, the Lease shall contain terms and conditions that require the Developer to conform to the management standards and guidelines for the treatment of historic properties established by the Secretary of the Interior’s *Standards for Rehabilitation and Illustrated Guidelines for Rehabilitating Historic Buildings* (U.S. Department of the Interior, National Park Service, 1983; hereinafter “Standards”). The Lease shall contain terms and conditions providing that the parties to this Agreement have agreed that certain types of activities have a very limited potential to affect historic housing units and are, therefore, exempt from the formal review process with the SHPO otherwise required under this Agreement with respect to activities affecting the historic housing units. These activities, which are set out below in Stipulation II Coordination Process and Exempt Activities (the “Approved Exempt Activities”) shall be incorporated into the Lease.

2. The Lease shall include an archaeological resources discovery clause. Such clause shall provide that if archaeological materials are discovered by the Developer during any activity associated with the Undertaking, the Developer shall immediately stop work in the area of the discovery, protect the materials from damage, and notify the SHPO of the discovery within 48 hours. In the event of the discovery of human remains during any activity associated with the Undertaking, Native American Graves Protection and Repatriation Act (NAGPRA) procedures will be followed per 43 CFR Part 10. The Developer shall be responsible for arranging curation of discovered archaeological material per guidance from the SHPO and in accordance with 36 CFR Part 79.

3. The terms of the Lease shall apply equally to any agreements between the Air Force and the Developer with respect to the Undertaking that are subordinate to the Lease and to all successors to the Developer's leasehold interest under the Lease. The Air Force shall include provisions in the Lease that provide for government review and approval of any successor.

4. The Lease will prohibit any proposed improvements, modifications, upgrades, additions, or alterations of character-defining interior or exterior features to The District unless (a) such actions are permitted under this Agreement or (b) such actions have been coordinated with the SHPO in accordance with the NHPA. The parties to this Agreement agree that all of the proposed improvements, modifications, additions or alterations included in the list of Approved Exempt Activities are permitted under this Agreement and may be undertaken without further coordination with the SHPO.

C. Lease Execution Process: The Air Force shall prepare Lease language on historic property management for the Undertaking and offer it to SHPO for review and approval consistent with the NHPA and other relevant law. The Air Force shall review any requests for modifications or revisions to the Lease language it receives from the SHPO and incorporate into the Lease such modifications or revisions as it deems appropriate. If the Air Force has received no comments from the SHPO within thirty (30) calendar days of the date of delivery of the Lease Language to the SHPO, it will assume concurrence with the language and proceed with execution of the Lease.

D. The Developer will administer the historic resources in accordance with this Agreement and the Standards. The Air Force has no obligation to directly coordinate any of the Developer's activities with the SHPO.

E. The Developer will respond to any request or inquiries from the SHPO regarding implementation and enforcement of the terms of this Agreement, and will provide copies of such responses to 78 CEG/CEVP.

II. COORDINATION PROCESS AND EXEMPT ACTIVITIES

A. The District. The following activities are routinely found to have "limited effect" on historic properties involved as defined by 36 CFR 800.5, and the SHPO hereby agrees that the implementation of the following Approved Exempt Activities on and adjacent to The District will not require review by the SHPO pursuant to Stipulation III Project Review Process and Guidance below.

1. Sidewalk, street, and street gutter repair.
2. Work on underground utilities, mechanical systems, fuel tanks and pumping systems which will not affect the appearance or historic character of the building.
3. Work outside the exterior walls of the building except where new permanent construction will be directly adjacent to or attached to the building. Temporary storage facilities or garbage disposal facilities placed adjacent to the building will not require review unless they themselves are defined as eligible or potentially eligible, such as Buildings 411 and 412.

4. Replacement or repair of wallpaper on interior walls.
5. Replacement or repair of existing acoustical tile ceilings and associated light fixtures.
6. Replacement of carpet in bedrooms and other living areas.
7. Removal of asbestos, asbestos floor tile or asbestos insulation on piping and ductwork.
8. Replacement or repair of existing light fixtures which are not original.
9. Repair of existing heating, ventilation, and air conditioning (HVAC) systems, plumbing pipes and fixtures, electrical systems, or fire detectors.
10. Energy conservation methods that are not readily visible such as interior insulation, caulking, and weatherstripping.
11. Painting of the interior or exterior of the building.
12. Repair and replacement of gutters and downspouts to match existing ones in materials and appearance.
13. Maintenance of existing landscaping and trees and removal of dead or dying unsalvageable trees.
14. Replacement or repair of the concrete floors in the hangar bays to match as closely as possible in appearance, materials, and texture.
15. Repair or replacement of windows to match original wood or steel and glass panes as closely as possible. The object is that there should be no discernable difference between original windows and repaired or replaced windows.
16. Temporary installation of facilities to provide access by disabled persons, provided these changes make no permanent modification to contributing architectural or landscape elements and are in place no more than three years.
17. Repairs to include only: temporary repairs to floor framing or flooring, temporary repair of falling ceilings, temporary bracing or shorting of structural members to prevent collapse, or temporary repairs to prevent water damage provided that such work is done without permanent damage to the building or site. These temporary repairs shall normally be in place no more than six months.
18. Maintenance, repair, replacement, line painting, and resurfacing of existing streets, roads, alleys, sidewalks, curbs, ramps, and driveways; maintenance, repair, replacement or new installation of street lights, and traffic signs.

19. Exterior scraping with non-destructive means (hand scraping and hand sanding and heat plates or heat guns to the next sound layer) and painting of wood siding, features, and trim. Destructive surface preparation treatments, including, but not limited to water blasting, sandblasting, and chemical cleaning, are not exempt activities.
20. Repair or replacement in kind of asphalt, fiberglass shingle, asbestos, clay tile, or metal roofs; and replacement of a flat roof not visible from a public right-of-way.
21. Repair or replacement in kind of historic attic vents in original openings and installation of new ridge vents when new roofing is installed.
22. Installation of screens and storm windows provided they:
 - a. Completely fill the original window opening;
 - b. Match the meeting rail or other major divisions;
 - c. Outside storm windows must not protrude beyond the face of the building;
 - d. Interior storm windows must not cause damage to the original interior trim; and
 - e. Interior storm windows must be designed to seal so as to protect the primary window from condensation damage.
23. Installation of storm doors, if they are simple and undecorated, of a full-view type, and are anodized or painted to complement existing trim.
24. Repair or replacement of historic awnings when work is done in-kind to match existing materials and form.
25. Replacement of windows with new wood window sashes having double-pane glass and spacer bars at the original mounting locations, to match the original sight lines as much as possible. The window frames shall be retained.
26. Repair of porches, cornices, exterior siding, doors, balustrades, stairs, or other trim as long as any new material matches existing features in composition, design, color, finish (paint, stain, etc) texture and other visual and physical qualities.
27. Repair of masonry foundations, walls, or chimneys by repointing using matching mortar composition, hardness, texture, color, joint width and profile, only when mortar is missing.
28. Repair of foundations and structural features of the building when the action does not require the removal or alteration of the historic architectural building fabric or the introduction of new kinds of materials not already present.
29. Installing water, natural gas, and electric meters on the side or back of the house, so that they are not visible from the street.
30. Replace any aluminum siding at the Forest Park, with aluminum or vinyl siding of like dimensions;

31. Any changes to the kitchen, bathroom, or basement spaces in historic properties, as long as such change do not detract from the significant exterior or interior historic character-defining elements in rooms of the quarters other than the kitchen, bathroom, or basement. This includes installation of new kitchen cabinets and countertops and installation of new bathroom fixtures and tile if no window openings or doors are altered.

32. Installation of insulation in floors and attics. This exemption does not apply to side wall insulation.

33. Repair of plaster walls and ceilings by patching plaster where possible, or repairing with drywall that has a smooth finish when plaster repairs are not feasible.

34. Reuse or replace in kind trimwork in its original location, where new wall and ceiling surfaces are installed or where replacement is needed.

35. Installation of new ceiling openings for pull-down attic steps; removal and sealing up of obsolete pull-down attic steps.

36. Lead-based paint and asbestos abatement activities, such as cleaning and vacuuming, that does not involve removal or alteration of structural, architectural, or decorative features. This exemption does not apply to the use of lead encapsulant paint.

37. Control of insects, rodents, or other pests when the method does not visibly impact the historic fabric of the building.

B. 9Ht43 Site. The SHPO hereby authorizes the implementation of the following activities on and adjacent to the 9Ht43 Site, and authorizes the following coordination procedures.

1. Minor construction projects such as running electrical, water, sewage, cable, or any other underground lines through an eligible site do not require a mitigation plan so long as a professional archaeologist is on hand to monitor construction activities, and minimize as much as possible disturbances to the site. Such minor projects not requiring notification to the SHPO include posthole digging, trenching, directional boring, or installing electrical light poles or posts. However, all such activities must be written up as a report, or included in a larger report and submitted to SHPO for review and concurrence in the same manner as all other archaeological reports. This SHPO review period consists of thirty (30) working days from receipt. If the SHPO non-concurs with the activities described in the report, III.A.5 applies. The Developer will provide copies of the report to 78 CEG/CEVP. No response from the SHPO after the agreed upon review period shall be taken to indicate no objection and a completion of the Section 106 process.

2. Major construction activities are those which involve more extensive ground disturbance than that caused by activities described in the preceding paragraph. If it is necessary to conduct major construction on the 9Ht43 Site, the Developer will draft a mitigation plan and submit it to the relevant federally-recognized Indian tribes, the SHPO, and 78 CEG/CEVP for review and comment prior to commencing such activities on the site. The SHPO and Indian tribes will have

a period of thirty (30) working days from receipt of the draft mitigation plan to provide written comments to the Developer. If the Developer does not receive written comments from the SHPO or Indian tribes within such thirty (30) day period, the Developer will assume the SHPO and Indian Tribes concur in the mitigation plan and the Section 106 process is complete. If the SHPO or the Indian Tribes non-concur with the activities described in the report, III.A.5 applies. Provided, however, that in no event shall the Developer commence any construction activities on the 9Ht43 Site without the written concurrence of 78 CEG/CEVP to the mitigation plan.

III. PROJECT REVIEW PROCESS & GUIDANCE

A. Project Review Process

1. Prior to taking any action in connection with the Undertaking, the Developer will determine if the proposed work constitutes an Approved Exempt Activity within the meaning of this Agreement. If it is an Approved Exempt Activity, the Developer will note this in the permanent project files, recording (1) the date, (2) the nature of the work to be performed, (3) the location where the work will be performed, and (4) the exemption that is applicable.

2. If the Developer determines that the proposed work is not an Approved Exempt Activity, the Developer will submit the following information in writing to the SHPO: (1) the location (map) of the proposed work; (2) a description of the proposed work, including work write-ups, plans or specifications; (3) color photographs of relevant elevations of the historic building or site and streetscape, and/or color photographs of any interior spaces, that are the subject of the proposed work so that SHPO can assess existing conditions; (4) proposed date of the start of work; and (5) a discussion of how the proposed work conforms to the Standards. The Developer will also submit a copy of this information to 78 CEG/CEVP.

3. The SHPO shall review the documentation for the proposed work and shall provide a response to the Developer with a copy to 78 CEG/CEVP, in accordance with the following provisions below, within thirty (30) days of its receipt of the information submitted by the Developer (the “30-Day Period”).

4. If the SHPO determines that the proposed work meets the Standards, the SHPO shall provide written notification of such determination to the Developer and the Developer may proceed with the proposed work. If the Developer does not receive a response from the SHPO within the 30-Day Period, it will assume the SHPO’s concurrence that the proposed work conforms to the Standards and may proceed with the proposed work.

5. If the SHPO determines that the proposed work does not meet the Standards, the SHPO shall provide written notification of such determination to the Developer and the modifications necessary to bring the proposed work into compliance with the Standards.

a. The Developer shall thereafter revise its proposed work in accordance with the SHPO comments and resubmit the required information concerning the proposed work, as revised, to the SHPO for review. The SHPO shall have 30 days from receipt of the revised documents concerning the proposed work to provide a written response to the Developer.

b. If, after reviewing documents concerning proposed work for the third time, the SHPO concludes that the Developer has still not conformed to the Standards, the differences over the proposed work will constitute a dispute within the meaning of Stipulation VIII, Dispute Resolution, of this Agreement. Either the SHPO or Developer may notify 78 CEG/CEVP and file written objections with the Air Force requesting the Air Force to resolve the dispute under the dispute resolution procedures of this Agreement.

6. The documentation regarding all proposed work, whether an Approved Exempt Activity or an action reviewed by the SHPO, will be retained by the Developer as a part of the permanent project files and may be reviewed by the SHPO upon request.

B. New Construction and Additions

1. New construction within or immediately adjacent to The District within Forest Park will be designed to adhere to the Standards.

2. Additions to the historic buildings within The District shall adhere to the Standards and be consistent with guidelines in the National Park Service's Preservation Brief No. 14, "New Exterior Additions to Historic Buildings: Preservation Concerns". Plans for such additions shall be reviewed and approved by the SHPO using the procedures in III. A.

C. Handicapped Accessibility

1. Prior to undertaking any work to comply with the handicapped accessibility requirements of the Americans with Disabilities Act and other federal requirements, the Developer will explore all methods to provide handicap accessibility to historic buildings consistent with the Standards, with National Park Service Preservation Brief No. 32 "Making Historic Properties Accessible", and the Department of the Interior's report Access to Historic Buildings for the Disabled: Suggestions for Planning and Implementation.

2. To the extent feasible, handicapped accessibility features (i.e., ramps and elevators) will not be located on primary elevations of historic buildings and will not result in the removal of significant historic architectural features or materials.

3. Plans for such proposed work shall be reviewed and approved by the SHPO using the procedures in III.A.

D. Site Improvements and Public Improvements

1. Site and public improvement projects within The District including sidewalk improvements, repaving of streets, installation of landscaping, street lighting and street furniture and other infrastructure improvements will adhere to the Standards and will be designed to ensure that character-defining elements of historic properties are preserved through repair or replacement in-kind. Any new materials or features introduced in The District will be responsive to the character of The District.

2. Plans for such projects shall be reviewed and approved by the SHPO using the procedures in III.A.

IV. EMERGENCIES

A. In the event that the Developer proposes an emergency action as an essential and immediate response to a disaster or emergency declared by the President of the United States, by the Governor of the State of Georgia, or by the Robins Air Force Base installation commander, the Developer shall notify the SHPO and 78 CEG/CEVP within seven days of its intent to take emergency action. Emergency actions are assumed to occur within 30 days of a declaration of an emergency. If the emergency does not permit advance notification, the Developer shall immediately notify the SHPO and 78 CEG/CEVP and request comment within the time available. Immediate search, rescue, and salvage are exempt from requesting SHPO comment; however the Developer shall notify the SHPO and 78 CEG/CEVP of the necessity of any immediate emergency operation and its effect on historic properties.

V. ANNUAL REPORT/MONITORING

A. The Developer will submit an annual report to the SHPO, with a copy to 78 CEG/CEVP, by February 28 of each year, summarizing the activities carried out under the terms of this Agreement for the preceding calendar year. The report will include the following information:

1. A complete listing of all activities covered by this Agreement undertaken by the Developer. This list shall be in a spreadsheet format, separately identifying each activity and its status.
2. A brief project description of each activity undertaken.
3. Photographic documentation of sample projects, demonstrating that the Secretary of the Interior's Standards have been met.

B. Upon receipt of a written request from the SHPO, the Developer will make arrangements for the SHPO to (i) review records regarding work on The District, and (ii) conduct on-site inspection of projects.

VI. ROLES OF PARTICIPANTS TO THIS AGREEMENT

A. Potential roles during the Lease period are discussed below to assist participants in this Undertaking with plans for the future.

1. Air Force: Oversight of Developer operations and maintenance to ensure compliance with the Lease.

2. SHPO. Review and approval of projects undertaken by the Developer within The District and at the 9Ht43 Site if upon completion of a Phase II survey this site is determined to be eligible for listing on the National Register of Historic Places .

3. Developer: Conduct of operations and maintenance according to the Lease and this Agreement.

VII. FISCAL REQUIREMENTS AND SOURCES

A. The stipulations of this Agreement are subject to the provisions of the Anti-Deficiency Act, 31 U.S.C. 1341. If compliance with the Anti-Deficiency Act alters or impairs the Air Force's ability to implement the stipulations of this Agreement, the Air Force will consult in accordance with the dispute resolution, amendment, or termination stipulations as specified in Stipulation VIII.

B. Consistent with the Anti-Deficiency Act, any requirement for the payment or obligation of funds by the Air Force in connection with Agreement shall be subject to the availability of appropriated funds, and nothing herein shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, and nothing in this document is intended to bind the Air Force to commit, obligate, appropriate or spend funds in violation of the Anti-Deficiency Act and other applicable laws respecting federal funding. Air Force compliance with this Agreement is strictly subject to budget limitations and availability of funds. However, the Air Force agrees to aggressively seek sufficient funding through established procedures to fulfill its obligations under this Agreement.

VIII. DISPUTE RESOLUTION

A. If at any time during the implementation of this Agreement, the SHPO, the ACHP, the Developer or an Interested Person objects to any action or any failure to act pursuant to this Agreement, they may file written objections with the Air Force.

1. The Air Force shall notify the parties to this Agreement of the objection, and take the objection into account, consulting with the objector and, should the objector request, with any of the parties to this Agreement to resolve the objection.

2. The Air Force shall initiate such consultation to resolve any objections.

B. If the Air Force determines that the objection cannot be resolved, the Air Force will forward its proposed resolution of the dispute together with all documentation relevant to the dispute to the ACHP and request that the Council comment. Within thirty (30) days after receipt of all pertinent documentation, the ACHP will either:

1. Provide the Air Force with recommendations, which the Air Force will take into account in reaching a final decision regarding the dispute; or

2. Notify the Air Force that it will comment pursuant to 36 CFR Section 800.7(b) and Section 110 (l) of the National Historic Preservation Act, and proceed to comment. The Air Force will take into account any ACHP comment provided in response to such a request, with reference to the subject of the dispute, and will issue a decision on the matter.

3. If the ACHP does not provide a response to the Air Force within thirty (30) days after receipt of all pertinent documentation it will be deemed to concur in the Air Force's proposed resolution of the dispute and the Air Force's responsibilities under Section 106 of the NHPA are fulfilled.

C. The Developer's responsibility to carry out all actions under this Agreement that are not the subject of dispute will remain unchanged.

IX. EFFECTIVE DATE, DURATION, AMENDMENT, AND TERMINATION

A. This Agreement shall become effective upon execution by all parties.

B. If any party determines that it cannot carry out the terms of this Agreement, that party may request an amendment to this Agreement.

Execution of this Agreement and implementation of its terms evidences that the Air Force has fulfilled its responsibilities under Sections 106 and 111 of the NHPA to evaluate alternatives before disposal or alteration, remodeling or rehabilitation of historic properties and to take steps necessary to adequately preserve Transfer instrument historic properties.

UNITED STATES AIR FORCE:

By: _____

Date: _____

Colonel, USAF
Commander, 78 Air Base Wing
Robins AFB GA

GEORGIA HISTORIC PRESERVATION OFFICE

By: _____

Date: _____

ATTACHMENT A
HISTORIC PROPERTIES AFFECTED BY THIS UNDERTAKING

FOREST PARK

400 OFFICER'S CIRCLE

405 OFFICER'S CIRCLE

410 OFFICER'S CIRCLE

411 OFFICER'S CIRCLE

412 OFFICER'S CIRCLE

415 OFFICER'S CIRCLE

450 OFFICER'S CIRCLE

