

WHS#13-0784/MI

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Memorandum of Agreement

2 Among the Clement J. Zablocki Veterans Affairs Medical Center, the Veterans Integrated Service
3 Network 12 of the U.S. Department of Veterans Affairs, the Wisconsin State Historic Preservation
4 Office, the Advisory Council on Historic Preservation, and the National Park Service Regarding a
5 Structural Assessment of the Old Power Station (Building 45) and Installation of a Chain-Link Fence at
6 the Clement J. Zablocki Veterans Affairs Medical Center, Milwaukee, Wisconsin.

7 WHEREAS, the Clement J. Zablocki Veterans Affairs Medical Center (Milwaukee VAMC) and the Veterans
8 Integrated Service Network 12 (VISN 12) has installed a chain link fence around the Old Power Station
9 (Building 45) for safety purposes (the "Undertaking"); and

10 WHEREAS, Building 45 is located within the boundary of and is a contributing structure to the National
11 Home for Disabled Volunteer Soldier National Historic Landmark (NHL); and

12 WHEREAS, Building 45 is adversely affected due to deferred maintenance and salt storage pursuant to
13 36 CFR § 800.5(a)(2)(vi), which represents an adverse effect to the NHL pursuant to Sections 106 and
14 110 of the National Historic Preservation Act, as amended; and

15 WHEREAS, no subsurface archaeological sites have been identified to date at the building 45 location
16 within the NHL and there are no anticipated discoveries; and

17 WHEREAS, pursuant to 36 CFR § 800.5(a) (1), the Milwaukee VAMC and VISN 12 initiated consultation
18 with the Wisconsin State Historic Preservation Officer (SHPO); and

19 WHEREAS, Section 110(f) of NHPA requires that the U.S. Department of Veterans Affairs (VA), to the
20 maximum extent possible, undertake such planning and actions as may be necessary to minimize harm
21 to the NHL adversely affected by the Undertaking; and

22 WHEREAS, pursuant to 36 §800.10(b), the VA on behalf of Milwaukee VAMC and VISN 12 has requested
23 the Advisory Council on Historic Preservation (ACHP) to participate in the consultation on resolving the
24 Undertaking's adverse effects on the NHL; and the ACHP has elected to participate in the consultation;
25 and

26
27 WHEREAS, pursuant to 36 §800.10(c), the VA on behalf of Milwaukee VAMC and VISN 12 has notified
28 the Secretary of the Interior of the consultation for VA's determination that the undertaking will have an
29 adverse effect on the NHL, and as a result, the National Park Service (NPS) has been designated to
30 participate formally in the consultation; and

31 WHEREAS, the Milwaukee VAMC and VISN 12 have invited the NPS to be an Invited Signatory to this
32 agreement; and

33 WHEREAS, the VA on behalf of Milwaukee VAMC and VISN 12 has asked the National Trust for Historic
34 Preservation, City of Milwaukee Historic Preservation Commission, and the Milwaukee Preservation
35 Alliance to be concurring parties to this agreement; and

1 NOW, THEREFORE, it is mutually agreed that the Milwaukee VAMC and VISN 12 shall implement the
2 following stipulations to take into account the adverse effects of deferred maintenance and salt storage
3 and the installation of said fence on the NHL pursuant to their Section 106 and 110 responsibilities of
4 the National Historic Preservation Act.

5 **Stipulations**

6 I. Building 45 Structural Assessment:

- 7 A. The Milwaukee VAMC and VISN 12 will oversee a structural assessment with
8 recommendations for stabilization using VA Central Office FY13 funds.
9 B. The structural assessment will provide a structural report and cost estimate for treatment of
10 the Building 45. The assessment will provide field observations, structural analysis of
11 bearing and lateral bracing systems, recommendations for further investigations (if any),
12 and treatment alternatives.

13
14 II. Building 45 Chain Link Fence:

- 15 A. The Milwaukee VAMC and VISN 12 will remove the chain link fence surrounding Building 45
16 within two years of the installation date (August 7, 2013) or when it is no longer necessary,
17 whichever is sooner.

18
19 III. Building 45 Salt Removal:

- 20 A. The Milwaukee VAMC and VISN 12 will consult with the Wisconsin SHPO and NPS prior to
21 removal of the salt to ensure the SHPO's and NPS concurrence in the plan for salt removal
22 and remediation, in order to avoid and minimize any additional damage to the historic
23 building. Wisconsin SHPO and NPS will have 30 days to comment on the salt removal plan.
24 B. The Milwaukee VAMC and VISN 12 will remove all of the salt stored inside Building 45, and
25 clean the area to prevent further salt damage to the building, to be completed by November
26 29, 2013.

27
28 IV. Building 45 Heavy Equipment Removal:

- 29 A. The Milwaukee VAMC and VISN 12 will remove all motorized maintenance equipment
30 from Building 45, to be completed by November 29, 2013.

31
32 V. Enhanced Use Lease/Lease/Short-term Lease to a Third Party/Lease or Transfer through GSA

- 33 A. The Milwaukee VAMC and VISN 12 shall invite signatory and consulting parties to
34 recommend potential individuals or organizations who may be interested in leasing Building
35 45. The Milwaukee VAMC will provide background information, access to the building,
36 other needed information and will respond to questions from parties interested in Building
37 45. The Milwaukee VAMC and VISN 12 will work with the Office of Asset Enterprise
38 Management as required to facilitate leasing solutions.
39 B. Enhanced Use Lease: the Milwaukee VAMC and VISN 12 may enter into an Enhanced Use
40 Lease with a non-governmental entity for homeless or at risk for homelessness veteran

1 programs, in accordance with Enhanced Use Lease (38 USC 8162), Honoring America's
2 Veterans and Caring for Camp Lejeune Families Act of 2012 (PL 112-154). In June 2013 the
3 Milwaukee VAMC, with VISN 12 approval, nominated Building 45 for the Building Utilization
4 Review and Repurposing (BURR) Initiative. Pending Veteran Affairs Central Office approval,
5 the Milwaukee VAMC and VISN 12 will invite signatory and consulting parties to recommend
6 potential individuals or organizations who may be interested in leasing Building 45.

7 C. The Milwaukee VAMC and VISN 12 may lease the building to any person or organization that
8 will ensure preservation of the historic property, in accordance with Section 111 of National
9 Historic Preservation Act of 1966 (16 USC 470h-3).

10 D. The Milwaukee VAMC and VISN 12 may short-term Lease to a Third Party, thus transferring
11 control of the site to a third party through a five-year Revocable License Agreement with an
12 option to extend for an additional five years. This would allow the party to rehab the
13 building and return it to the Milwaukee VAMC on completion. (In accordance with VHA
14 Handbook 4721, Section 11(h).)

15 E. The Milwaukee VAMC and VISN 12 will support other similar lease alternatives for Building
16 45 that are in keeping with the primary mission of the Department of Veterans Affairs.
17

18 VI. Secretary of Interior Standards

19 A. The Milwaukee VAMC and VISN 12 shall ensure that any lease of Building 45 is planned,
20 developed, and executed in accordance with 36 CFR Part 800, and shall give preference to
21 proposals that meet the Secretary of the Interior's Standards for the Treatment of Historic
22 Properties (36 CFR Part 68).

23 B. Milwaukee VAMC and VISN 12 will ensure that all historic preservation work performed in
24 its behalf shall be accomplished by persons who meet or exceed the applicable
25 qualifications in the Secretary of the Interior's Historic Preservation Professional
26 Qualifications Standards (36 CFR Part 61 Appendix A).
27

28 VII. Unanticipated Discovery of Archaeological Material

29 A. In the event of a discovery of archaeological material during construction, work shall stop in
30 the immediate area and the Milwaukee VAMC Facilities Manager shall be notified.

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

32 C. Milwaukee VAMC shall contact the WI SHPO to develop the plan within 48 hours of the
33 discovery. Construction work may resume immediately following removal of the
34 archaeological material.
35

36 VIII. Duration

37 This MOA shall expire six months after the removal of the of the chain link fence around
38 Building 45, or when a campus-wide Programmatic Agreement has been put into effect,
39 whichever is later.
40

41 IX. Dispute Resolution

- 1 A. Any signatory or concurring party to this MOA may object at any time to any actions taken
2 relevant to the stipulations or the manner in which the terms of this MOA are implemented.
3 Milwaukee VAMC and VISN 12 shall consult with such party to resolve the objection.
4 B. If the objection cannot be resolved, Milwaukee VAMC and VISN 12 will forward all relevant
5 documentation, including Milwaukee VAMC and VISN 12's proposed resolution, to the
6 ACHP. Within 30 days of receipt of adequate documentation, ACHP will provide its advice on
7 resolution of the objection. Prior to reaching a final decision, Milwaukee VAMC and VISN 12
8 shall prepare a written response to the objection that takes into account advice or
9 comments from the ACHP, other signatories or concurring parties and provide them with
10 the written response. Milwaukee VAMC shall then proceed according to its final decision.
11 C. If the ACHP does not provide advice within the 30 day time period, Milwaukee VAMC and
12 VISN 12 may make a final decision on the objection and proceed accordingly. Prior to
13 reaching a final decision, Milwaukee VAMC and VISN 12 shall prepare a written response
14 that takes into account any comments received during the 30 day time period from other
15 signatories and concurring parties to this MOA and provide them and the ACHP a copy of
16 the written response.
17 D. Milwaukee VAMC and VISN 12 shall carry out all other actions in this MOA that are not the
18 subject of the dispute objection.

19
20 X. Amendments

21 This MOA may be amended when such an amendment is agreed to in writing by all
22 signatories. The amendment shall be effective on the date a copy signed by all signatories is
23 filed with the ACHP.
24

25 XI. Termination

- 26 A. If Milwaukee VAMC and VISN 12 determines that it cannot implement the terms of this
27 MOA, or if the WI SHPO, ACHP or NPS determines that the agreement is not being properly
28 implemented, such party may propose in writing to the other signatories that this MOA be
29 terminated.
30 B. The party proposing to terminate this MOA shall notify in writing all signatories to this
31 agreement, explaining the reasons for termination and affording them at least 30 days from
32 receipt of the notification to consult and seek alternatives to termination. The parties shall
33 then consult.
34 C. Should such consultation fail the Milwaukee VAMC and VISN 12 or other signatory may
35 terminate this MOA by notifying all parties in writing and state the reasons.
36 D. If this MOA is terminated, Milwaukee VAMC and VISN 12 shall either;
37 1. Consult in accordance with 36 CFR §800.6 to develop another MOA; or
38 2. Request the comments of the ACHP pursuant to 36 CFR §800.7

39 Execution of this MOA and implementation of its terms evidence that the Milwaukee VAMC and
40 VISN 12 have afforded the signatories a reasonable opportunity to comment on the proposed

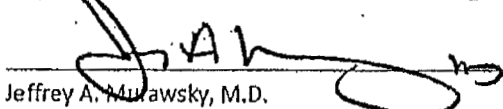
1 stipulations within the NHL of the Clement J. Zablocki Veterans Affairs Medical Center in
2 Milwaukee, WI.

3
4 Signatories:


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6 Department of Veterans Affairs, Milwaukee VAMC Director

7  _____ 10/15/2013
8
9 Mr. Robert H. Beller, FACHE Date

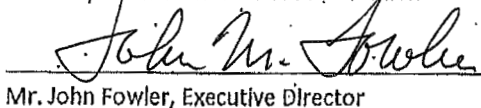
10
11 Department of Veterans Affairs, Veterans Integrated Service Network 12 Director

12  _____ 10/17/13
13
14 Jeffrey A. Mawawsky, M.D. Date

15
16 Wisconsin State Historic Preservation Office

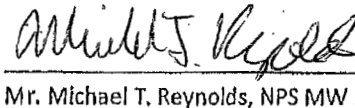
17  _____ 12/13/13
18
19 Mr. Jim Draeger, State Historic Preservation Officer Date

20
21 Advisory Council on Historic Preservation

22  _____ 1/31/14
23
24 Mr. John Fowler, Executive Director Date

25
26 Invited Signatories:

27
28 National Park Service

29  _____ 1/13/14
30
31 Mr. Michael T. Reynolds, NPS MW Regional Director Date

32
33 Concurring Parties:

34
35 National Trust for Historic Preservation

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37 _____
38 Mr. David Brown, Date
39 Executive Vice President and Chief Preservation Officer

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41 Milwaukee Preservation Alliance

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Ms. Dawn McCarthy, President Date

City of Milwaukee Historic Preservation Commission

Matthew Jarosz, Chair of the Milwaukee Preservation Commission Date