

MEMORANDUM OF AGREEMENT

Among the Clement J. Zablocki Veterans Affairs Medical Center, the Wisconsin State Historic Preservation Office, the Advisory Council on Historic Preservation, and the National Park Service regarding the demolition of the Old Power Station (Building 45) at the Clement J. Zablocki Veterans Affairs Medical Center in Milwaukee, WI

WHEREAS, the Clement J. Zablocki Veterans Affairs Medical Center (Zablocki VAMC) proposes to demolish the Old Power Station (Building 45) because the structure has deteriorated to the point of potential collapse and poses safety concerns due to infrastructure underneath the building and destruction of steam tunnel access; and

WHEREAS, Zablocki VAMC has defined the undertaking's area of potential effects (APE) as the footprint of Building 45 and any staging area for the deconstruction; and

WHEREAS, Building 45 is a contributing resource to both the Northwestern Branch, National Home for Disabled Volunteer Soldiers National Register of Historic Places Historic District and is also a contributing resource to the Northwestern Branch, National Home for Disabled Volunteer Soldiers Historic District National Historic Landmark (NHL); and

WHEREAS, the Zablocki VAMC notified General Services Administration and the Department of Veterans Affairs, Office of Real Property of the availability of the building for lease and reuse, and no interest was expressed by the public to pursue reuse; and

WHEREAS, pursuant to 54 U.S.C. § 306108 (Section 106) of the National Historic Preservation Act (NHPA) and its implementing regulations (36 CFR Part 800), the Zablocki VAMC has determined that the proposed undertaking will have adverse effects on the NHL, specifically the building and landscape which contributes to the NHL; and

WHEREAS, 54 U.S.C. §§ 306103 and 306107 (Sections 110 (d) and 110 (f)) of the NHPA, requires Zablocki VAMC to record the property prior to demolition and undertake such planning and actions as may be necessary to minimize harm to the NHL adversely affected by the undertaking; and

WHEREAS, in 2013, a MOA was signed regarding the installation of a chain link fence around Building 45 for safety; and

WHEREAS, no subsurface archaeological sites have been identified and discoveries are not anticipated; and

WHEREAS, pursuant to 36 CFR § 800.5(d)(2), Zablocki VAMC notified the Wisconsin State Historic Preservation Office (SHPO) that the undertaking will have an adverse effect on the NHL, and the SHPO concurred with that finding, and the SHPO is participating in consultation as a signatory; and

WHEREAS, pursuant to 36 CFR §800.6(a)(1)(i)(B), Zablocki VAMC notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect finding and invited the ACHP to participate in consultation, and the ACHP has elected to participate; and

WHEREAS, pursuant to 36 CFR §800.10(c), the Zablocki VAMC notified the Secretary of Interior through the National Park Service (NPS) of the finding that the undertaking will have an adverse effect on the NHL and has invited the NPS to participate in consultation as a signatory; and

WHEREAS, the Zablocki VAMC has consulted with the National Trust for Historic Preservation, Milwaukee Preservation Alliance, and the City of Milwaukee Historic Preservation Commission regarding the effects of the undertaking on historic properties and has invited them to be concurring parties to this agreement; and

NOW, THEREFORE, the Zablocki VAMC, SHPO, NPS, and the ACHP 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

Zablocki VAMC shall ensure that the following measures are carried out:

I. Documentation prior to and during demolition

A. Level II HABS documentation of Building 45 was completed when the NHL HABS/HALS/HAER inventories were submitted to the NPS. The Historic Structures Report will remain on file with Zablocki VAMC and the Department of Veterans Affairs Preservation Office.

B. Zablocki VAMC will take time-lapse documentation of the deconstruction of Building 45. The video will be posted on the Zablocki VAMC website for a period of two calendar years after Building 45 is removed completely and within six months of removal. It will then remain on file with Zablocki VAMC and the Department of Veterans Affairs Preservation Office.

II. Deconstruction and Demolition process

- A. Zablocki VAMC will disassemble Building 45 in a controlled manner to minimize loss of historic bricks.
- B. Zablocki VAMC will identify and establish a list of historic buildings on the Zablocki Campus that are included in the National Register of Historic Places and/or the National Historic Landmark districts constructed with the same style of brick.
- C. Zablocki VAMC will provide a good faith effort to retain as many as feasible of whole, cleaned historic bricks. Retained brick will be collected from building areas that were not used for salt storage and reasonable efforts will be made to provide instruction to contractors to avoid retaining any salt damaged bricks.

- D. The pallets of historic brick will be stored and protected in a manner to avoid harmful exposure to elements such as salt or other detrimental chemicals.
- E. Zablocki VAMC will prioritize the cleaned, historic brick for use for repair in other historic buildings identified on the II.B. list (above).
- F. Zablocki VAMC will consider requests for unused brick for other historic rehabilitation projects in the local community. Requests for unused brick must be in writing and directed to the attention of the Medical Center Director.

III. Restoration and future use of area

- A. Zablocki VAMC will cap the ground due to the potential contamination of the ground underneath Building 45. The area will be paved for a surface parking lot. The lot will support parking for Building 41 (Ward Theater) when a future reuse purpose is determined.
- B. Zablocki VAMC will share parking lot and landscaping design considerations with signatories and consulting parties to finalize the shape and size of the lot. The landscape plan will be sympathetic to the surrounding historic landscape as documented in the HALS.

IV. Mitigation

- A. Zablocki VAMC will fund the historic restoration of Building 6, the B-C corridor north wall, to prevent further water infiltration. The work will be guided by the conditions assessment and may include removal and replacement of the interior wall on the first and second floor, potential ceiling and flooring joist repair where the originals joists are structurally supported at the wall, tuckpointing and brick replacement of the exterior wall.
- B. Zablocki VAMC will provide a plaque with a photograph of Building 45 to be placed at the site showing Building 45 and a description of its historic purpose. The plaque will include photos of the steam pipeline trestle system that was previously removed.
- C. Zablocki VAMC agrees to develop the plaque in consultation with the signatories and consulting parties to this MOA. The plaque will be placed on-site within one year of the final execution of this MOA.
- D. Zablocki VAMC will facilitate development of a building envelope study and plan to help prioritize maintenance areas on B39 (Governor's Mansion). WI SHPO will assist Zablocki VAMC with development of this plan with SHPO's professional staff to assess the building's condition, to identify any needs: for rehabilitating the building, for securing the building's envelope and structure, and for repairing or addressing existing damage to the building. SHPO will assist the VA with a plan to prioritize identified necessary repairs. Zablocki VAMC will then include this envelope assessment and management plan in the list of prospective construction and maintenance projects to be evaluated and prioritized by Zablocki VAMC Leadership for funding. Zablocki VAMC welcomes facilitation for reuse of this building from SHPO, NPS and the consulting parties to this MOA.

V. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, Zablocki VAMC may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation VIII below.

VI. MONITORING AND REPORTING

The Zablocki VAMC will provide updates of the project status at the bi-annual meetings agreed upon in the 2016 Programmatic Agreement, following the execution of this MOA until it expires or is terminated. At the meetings, Zablocki VAMC 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 Zablocki VAMC's efforts to carry out the terms of this MOA.

VII. DISPUTE RESOLUTION

- A. Any signatory or consulting party to this MOA may object at any time to any actions taken relevant to the removal of the Old Power Station (Building 45) or to the manner in which the terms of this MOA are implemented. VA shall consult with such party to resolve the objection.
- B. If the objection cannot be resolved, Zablocki VAMC will forward all relevant documentation, including VA's proposed resolution, to the ACHP. Within 30 calendar days of receipt of adequate documentation, ACHP will provide its advice on resolution of the objection. Prior to reaching a final decision, VA shall prepare a written response to the objection that takes into account advice from the ACHP, other signatories or consulting parties and provide them with the written response. VA shall then proceed according to its final decision.
- C. If the ACHP does not provide advice within the 30-day time period, VA may make a final decision on the objection and proceed accordingly. Prior to reaching a final decision, VA shall prepare a written response that considers any comments received during the 30-day period from other signatories and consulting parties to this MOA and provide them and the ACHP a copy of the written response.
- D. The Zablocki VAMC'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.

VIII. 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 the signatories is filed with the ACHP.

IX. TERMINATION

- A. 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 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 MOA upon written notification to the other signatories.

- B. Once the MOA is terminated, and prior to work continuing on the undertaking, Zablocki VAMC must either (a) execute a 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. Zablocki VAMC shall notify the signatories as to the course of action it will pursue.

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

X. ANTI-DEFICIENCY CLAUSE

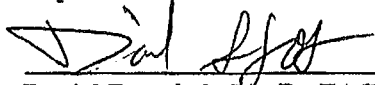
This agreement is subject to the Anti-Deficiency Act (31 US Code § 1341). The Zablocki VAMC's responsibilities under this agreement are contingent upon the availability of appropriated funds from which payment, if any, can be made. Should funds not be available to allow the Zablocki VAMC to meet its responsibilities, it will defer its final decision(s) on implementing the undertaking until it has re-initiated consultation and complied with 36 CFR §§ 800.4 through 800.7 as applicable.

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Veterans Affairs Medical Center in Milwaukee, WI**

SIGNATORIES:

Department of Veterans Affairs, Clement J. Zablocki VA Medical Center



12/3/18

**Daniel Zomchek, Ph. D., FACHE
Medical Center Director**

Date

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**Regarding the demolition of the Old Power Station (Building 45) at the Clement J. Zablocki
Veterans Affairs Medical Center in Milwaukee, WI**

Advisory Council on Historic Preservation

John M. Fowler
Executive Director, Mr. John Fowler

12/18/12
Date

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Wisconsin State Historic Preservation Office

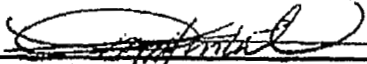

State Historic Preservation Officer, Mr. Jim Draeger

12/4/18
Date

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National Park Service



Midwest Regional Director **Date**
acting *12-11-18*