

**MEMORANDUM OF AGREEMENT  
AMONG  
THE UNITED STATES DEPARTMENT OF THE ARMY,  
THE ALASKA STATE HISTORIC PRESERVATION OFFICER, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
THE DISPOSITION OF HANGARS 2 AND 3  
AT  
FORT WAINWRIGHT, ALASKA**

**WHEREAS**, the United States Department of the Army, acting through the United States Army Garrison Fort Wainwright (USAG FWA), proposes to demolish Hangar 2 (Building 3008) and Hangar 3 (Building 3005),<sup>1</sup> or maintain the status quo with No Action; and

**WHEREAS**, the USAG FWA has determined that this is an Undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470(f), and its implementing regulations, 36 C.F.R. § 800; and

**WHEREAS**, Hangar 2 and Hangar 3 are contributing resources of the Ladd Field National Historic Landmark (Ladd Field NHL) and the Ladd Air Force Base Cold War Historic District (Cold War Historic District); and

**WHEREAS**, the Ladd Field NHL was designated in 1985 with twenty-six contributing resources,<sup>2</sup> of which six resources have been demolished or destroyed, and with the expected loss of Hangars 2 and 3, eighteen contributing resources will remain; and

**WHEREAS**, the USAG FWA defined the Undertaking's Area of Potential Effect as the Ladd Field NHL and the Cold War Historic District (Attachment A); and

**WHEREAS**, the USAG FWA determined that the Undertaking will have an adverse effect on the Ladd Field NHL and Cold War Historic District<sup>3</sup> which are eligible for listing on the National Register of Historic Places (National Register) and initiated consultation with the Alaska State Historic Preservation Officer (SHPO) on 3 October 2011 pursuant to 36 C.F.R. § 800; and

**WHEREAS**, the National Park Service (NPS) pursuant to 36 C.F.R. § 65.1(c) administers the National Historic Landmarks program on behalf of the Secretary of the Interior; and

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<sup>1</sup> The Alaska Historic Resource Survey (AHRS) identifier for Hangar 2 is FAI-485, and the identifier of Hangar 3 is FAI-482.

<sup>2</sup> Two facilities, Building 2007 and Building 2106 were incorrectly identified as contributing resources in the 1985 nomination. The two facilities are Cold War hangars that were built after Ladd Field NHL's period of significance.

<sup>3</sup> The AHRS identifier for the Ladd Field NHL is FAI-236, and the identifier for the Cold War Historic District is FAI-1288.

**WHEREAS**, the USAG FWA notified and invited the NPS Alaska Region to consult on this Undertaking on behalf of the Secretary of the Interior on 15 November 2011 pursuant to 36 C.F.R. § 800.10(c), and the NPS accepted the invitation to consult and sign this Memorandum of Agreement (MOA) as a concurring party; and

**WHEREAS**, the USAG FWA notified and invited the Upper Tanana tribes, the Fairbanks North Star Borough (FNSB) Historic Preservation Commission, Bureau of Land Management (BLM), and the Tanana-Yukon Historical Society (TYHS) to consult regarding the Undertaking on 15 November 2011 pursuant to 36 C.F.R. § 800.3(f) and all but the Upper Tanana tribes accepted the invitation to consult, and FNSB Historic Preservation Commission and TYHS agreed to sign this MOA as concurring parties; and

**WHEREAS**, the USAG FWA consulted with the Fort Wainwright Cultural Resources Working Group, a group of interested parties and individuals who meet with the USAG FWA Cultural Resources staff typically twice a year to discuss and provide input on cultural resources projects at Fort Wainwright; and

**WHEREAS**, in accordance with 36 C.F.R. § 800.6(a)(1), the USAG FWA notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination on 15 November 2011 providing the required documentation, and the ACHP chose to participate in accordance with 36 C.F.R. § 800.6(a)(1)(iii); and

**WHEREAS**, the USAG FWA provided the public with information on the Undertaking and an opportunity to consult through the USAG FWA Environmental Website, at a public meeting on 14 December 2011, and through the National Environmental Policy Act (NEPA) Environmental Impact Statement (EIS) process; and

**WHEREAS**, the USAG FWA sought partnership with other federal and state agencies including the BLM, NPS Alaska Region, Department of Interior National Business Center, Alaska National Guard, and State of Alaska Division of Forestry to rehabilitate or transfer ownership of the hangars on 06 December 2011 and 23 February 2012, and received no interested replies; and

**WHEREAS**, the USAG FWA previously proposed demolition of the hangars and agreed to mitigation measures through the executed *Memorandum of Agreement among the U.S. Department of the Army, the Advisory Council on Historic Preservation and the Alaska State Historic Preservation Officer Regarding United States Army Alaska Demolition of Buildings in the Ladd Field National Historic Landmark* signed on 23 May 2001; and

**WHEREAS**, as a result of this previous mitigation for demolition, the Army determined that a reduced amount of mitigation is appropriate to resolve adverse effects of this Undertaking and consulted with the SHPO concerning this determination; and

**WHEREAS**, the USAG FWA reaffirms its responsibility to develop the Historic Buildings Assessment Report and update of Historic American Building Survey Level 1 documentation

which are both projects that USAG FWA previously agreed to produce to mitigate past adverse effects to Hangars 2 and 3<sup>4</sup>; and

**WHEREAS**, this MOA only addresses the first step in that process of official re-evaluation of the Ladd Field NHL which is the submittal of the re-evaluation to the NPS Alaska Region; and

**WHEREAS**, outside of the responsibilities detailed in this MOA, it is the USAG FWA's long-term goal to officially submit the findings of the re-evaluation of the Ladd Field NHL to the National Historic Landmarks Program for approval per 36 CFR § 65.8; and

**WHEREAS**, the USAG FWA completed in April 2012 the *Reuse Study of FWA's Hangars 2 and 3* which included six options for reuse and rehabilitation with associated cost estimates as part of the mitigation in the *Programmatic Agreement among the U.S. Department of the Army, the Advisory Council on Historic Preservation and the Alaska State Historic Preservation Officer Regarding Aviation Stationing* signed on 28 September 2009; and

**WHEREAS**, during the early stages of the Section 106 consultation, the USAG FWA considered four possible disposition options: rehabilitation of one or both hangars, demolition of one or both hangars, rehabilitation of one hangar and demolition of one, and no action (i.e. maintaining the status quo) concerning both hangars; and

**WHEREAS**, on 23 May 2012, the USAG FWA Cultural Resources Manager, NPS Alaska Region Historical Architect, SHPO Architectural Historian, and USAG FWA Structural and Electrical Engineers met at Fort Wainwright for a site visit to discuss the NPS Alaska Region and SHPO suggestions on ways to possibly reduce the rehabilitation costs of Hangars 2 and 3; and

**WHEREAS**, through further analysis, the USAG FWA found that rehabilitation of one or both hangars was not fiscally viable, and the Section 106 consultation and the NEPA EIS were adjusted accordingly; and

**WHEREAS**, the USAG FWA reaffirms its desire to be a good steward of the Ladd Field NHL, the Cold War Historic District, and all other historic properties under its care; and

**NOW, THEREFORE**, the USAG FWA, the SHPO, and the ACHP agree that the Undertaking will be implemented in accordance with the following stipulations in order to take into account the effect of the Undertaking on the historic properties.

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<sup>4</sup> The Historic American Building Survey Level 1 documentation is mitigation in the *Programmatic Agreement among the U.S. Department of the Army, the Advisory Council on Historic Preservation and the Alaska State Historic Preservation Officer Regarding Aviation Stationing*, and per the agreement, the USAG FWA will complete the project in 2013. The Historic Buildings Assessment Report is mitigation in the *Memorandum of Agreement among the U.S. Department of the Army, the Advisory Council on Historic Preservation and the Alaska State Historic Preservation Officer Regarding the Removal of the Overhangs and Stairwells on Hangars 2 and 3*, and per the agreement, the USAG FWA will complete the project in 2016.

## STIPULATIONS

USAG FWA shall ensure that the following measures are carried out:

### **I. MITIGATION FOR THE DEMOLITION OF HANGARS 2 AND 3**

#### **A. Public Outreach.**

1. In pursuit of more visibility and appreciation for the Ladd Field NHL, the USAG FWA Cultural Resources staff will be available upon request to present lectures to local Fairbanks groups (military and/or non-military) on Fort Wainwright's World War II history. This availability will be noted on the USAG FWA's Environmental website and emails will be sent out to local groups within one month of the execution of this MOA.

2. The USAG FWA will continue to engage the public through the use of previously developed publications by making information and tools available for teachers and other educators, including the Teaching with Historic Places lesson plan on Ladd Field and its role in World War II.

3. In pursuit of more visibility and appreciation for the Ladd Field NHL, the USAG FWA will submit, at minimum, three articles concerning the historic preservation of Fort Wainwright's Ladd Field NHL to local or state publications, possibly including, but not limited to, local, non-profit and statewide newspapers, websites, various social media, and newsletters within one year of executing this MOA and two articles a year, every year, for a subsequent four years.

4. For five years from the execution of this MOA, the USAG FWA will update and seek input twice a year from consulting parties on these public outreach projects detailed in Stipulation I.B starting six months after the execution of this MOA.

#### **B. Re-evaluation of the Ladd Field NHL.**

1. The USAG FWA will complete a re-evaluation of the Ladd Field NHL, through preparation of a revised draft NHL nomination, including an analysis of cumulative effects on the Ladd Field NHL from previous demolitions and additions.

2. Within four years of the demolition of Hangars 2 and 3, a draft of the Ladd Field NHL re-evaluation will be submitted to the consulting parties for a 30-day calendar review. The USAG FWA will consider any comments on the draft received from the consulting parties within the 30-day calendar review period.

3. The USAG FWA will submit a final version of the re-evaluation to the consulting parties no less than a year after submitting the first draft.

4. The re-evaluation will include submitting the appropriate documentation to the NPS Alaska Region within five years of the demolition of Hangars 2 and 3.

C. Stewardship of the Ladd Field NHL. With the expected loss of Hangars 2 and 3, the USAG FWA will refocus the efforts of its Directorate of Public Works (DPW) staff on effective stewardship through focused and purposeful management of the remaining contributing resources that comprise the Ladd Field NHL.

1. The USAG FWA will utilize existing and currently planned documentation to further historic preservation objectives and goals including, but not limited to, utilizing the already developed Design Guidelines for the Ladd Field NHL, the educational PowerPoint presentations on historic preservation subjects, and the currently planned but not yet developed Historic Buildings Assessment Report.<sup>5</sup>

2. Within one year of completing the Historic Buildings Assessment Report for the Ladd Field NHL, recommendations from the report will be submitted for consideration in the DPW Annual Work Plan<sup>6</sup>.

D. Mitigation for the No Action Option for Hangars 2 and 3. Mitigation for the No Action Option for Hangars 2 and 3 is treated the same as demolition detailed in Stipulations I.A-D except any stipulation's timeframe that is based on demolition will instead be based on the execution of this MOA.

## **II. MONITORING AND REPORTING**

A. Summary Report. Once a year every spring following the execution of this MOA until it expires or is terminated, the USAG FWA shall provide all consulting parties a summary report via email detailing all work undertaken pursuant to this MOA.

1. The summary report shall include progress on the following; demolition progress, public outreach, status of the re-evaluation of the Ladd Field NHL, and stewardship efforts regarding the Ladd Field NHL.

2. In addition, each summary report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the USAG FWA's efforts to carry out the stipulations of this MOA.

3. Upon notification of any summary report, the consulting parties can request, within 30 days, a meeting for further clarification if needed.

## **III. POST REVIEW DISCOVERIES**

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<sup>5</sup> The Historic Buildings Assessment Report will detail maintenance and repair needs for the NHL and Cold War Historic District buildings.

<sup>6</sup> The Annual Work Plan is DPW's yearly list of possible repair and maintenance projects for Fort Wainwright buildings.

If potential historic properties are discovered or unanticipated effects on historic properties occur, the USAG FWA will implement the discovery plan included as Attachment B of this MOA.

#### **IV. DISPUTE RESOLUTION**

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

1. The USAG FWA will forward all documentation relevant to the dispute, including the USAG FWA's proposed resolution, to the ACHP. The ACHP will provide the USAG FWA with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the USAG FWA will prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and the signatories, and provide them with a copy of this written response. The USAG FWA will then proceed according to its final decision.

2. If the ACHP does not provide its advice regarding the dispute within the 30-calendar day time period, the USAG FWA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the USAG FWA will prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the MOA, and provide the signatories and the ACHP with a copy of such written response.

3. The USAG FWA will be responsible for carrying out all other actions that are not the subject of the dispute.

B. If an objection pertaining to this MOA is raised by a member of the public at any time during implementation of any stipulation in this MOA, the USAG FWA will notify the signatories to this MOA and take into account the objection.

#### **V. AMENDMENT**

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 is signed by all of the signatories and submitted to the ACHP.

#### **VI. TERMINATION**

A. If any signatory believes that the terms of this MOA are not being honored or cannot be carried out, or that an amendment to its terms should be made, that signatory will immediately consult with the other signatories to consider and develop amendments to the MOA per Stipulation IV.

B. If this MOA is not amended as provided for in Stipulation IV, the USAG FWA, the SHPO, or the ACHP may propose in writing to terminate this MOA with an explanation of the reasons for termination. If the signatories have found no alternative solution to termination within 30 calendar days after receipt of the written notice, the MOA shall be terminated. If this MOA is terminated and prior to work continuing on the Undertaking, the USAG FWA must either (a) execute a new MOA pursuant to 36 C.F.R. § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 C.F.R. § 800.7 and will notify the signatories as to the course of action it will pursue.

## **VII. ANTI-DEFICIENCY ACT**

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

## **VIII. DURATION**

This MOA will become effective upon execution by the signatories and will remain in effect until terminated or twelve years after its execution as long as all stipulations are completed. If all stipulations are not completed prior to such time, USAG FWA may consult with the signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation V. Amendment.

EXECUTION of this MOA by the USAG FWA, the SHPO, and the ACHP and implementation of its terms evidence that the USAG FWA has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.

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AT  
FORT WAINWRIGHT, ALASKA**

Signatories:

UNITED STATES DEPARTMENT OF THE ARMY  
FORT WAINWRIGHT

By: \_\_\_\_\_  
RONALD M. JOHNSON  
COL, SF  
Commanding

Date: \_\_\_\_\_

DRAFT

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Signatories:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: \_\_\_\_\_  
JOHN M. FOWLER  
Executive Director

Date: \_\_\_\_\_

DRAFT

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Signatories:

ALASKA STATE HISTORIC PRESERVATION OFFICER

By: \_\_\_\_\_  
JUDITH E. BITTNER  
State Historic Preservation Officer

Date: \_\_\_\_\_

DRAFT

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Concurring Parties:

National Park Service

By: \_\_\_\_\_  
SUE E. MASICA  
Alaska Regional Director

Date: \_\_\_\_\_

Tanana Yukon Historical Society

By: \_\_\_\_\_  
RON INOUYE  
President

Date: \_\_\_\_\_

FNSB Historic Preservation Commission

By: \_\_\_\_\_  
CLAUS-M.NASKE  
Chair

Date: \_\_\_\_\_

### Attachment A

### Area of Potential Effect for the Undertaking



## Attachment B

### POST REVIEW AND UNANTICIPATED DISCOVERIES PLAN

- A. In the course of conducting approved activities, the USAG FWA and/or their contractors shall not intentionally or knowingly affect (such as remove, disturb, or cause to be removed or disturbed) any historic properties outside the approved scope of work.
- B. In the event that a previously unidentified archaeological site is discovered during the execution of this undertaking, all ground disturbing activity shall immediately cease in the area of the discovery until the USAG FWA archaeologist or other USAG FWA personnel who meet *The Secretary of the Interior's Professional Qualification Standards for Archeologists* can evaluate the archaeological site. Construction work may continue in the project area outside the archaeological resource area. The USAG FWA shall notify the SHPO and appropriate Alaska Native tribes within 3 business days of discovery. The USAG FWA shall ensure that any archaeological work that may be necessary shall be completed in accordance with the NHPA and the Archaeological Resources Protection Act. The SHPO and/or the Alaska Native tribes, if they so request, may immediately inspect the work site to determine the nature and area of the affected archaeological site. Within 10 business days of the original notification of the discovery, the USAG FWA, in consultation with the SHPO and interested Alaska Native tribes, will determine the National Register eligibility of the resource and will propose action to resolve possible adverse effects to any affected National Register-eligible archaeological sites. Work may resume in affected areas after approval by the USAG FWA Cultural Resources Manager and the SHPO.
- C. If human remains are inadvertently discovered; the USAG FWA shall notify the SHPO within 24 hours of discovery. The USAG FWA shall cease all work by their contractors and ensure that the remains are secured from further disturbance or vandalism until after the appropriate law enforcement authorities have ensured that the remains are not related to any crime, and until a plan for treatment has been developed. If the USAG FWA determines that the remains are Native American, the Garrison Commander shall immediately undertake any actions necessary under the Native American Graves Protection and Repatriation Act, as amended. If the USAG FWA determines that the remains are not Native American, and do not warrant criminal investigation, the USAG FWA shall immediately notify the SHPO and consult with the SHPO to identify descendants or other interested parties, if any. The USAG FWA, in consultation with the SHPO and any interested parties, shall develop a plan for the respectful treatment and disposition of the remains. Work may resume in affected areas after approval by the USAG FWA Cultural Resources Manager and the SHPO.
- D. If during the course of the undertaking there are any unforeseen or unanticipated effects to historic properties other than the identification of a previously unknown archaeological site, the USAG FWA shall initiate consultation pursuant to 36 C.F.R. § 800.13(b)(3) to resolve the unforeseen effects.