

MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES AIR FORCE
AND THE
NEVADA STATE HISTORIC PRESERVATION OFFICER
REGARDING
THE DEMOLITION OF LOMIE GRAY HEARD SCHOOL, LOCATED ON
NELLIS AIR FORCE BASE, CLARK COUNTY, NEVADA

WHEREAS, the United States Air Force, Nellis Air Force Base (NAFB) plans to demolish seventeen (17) buildings associated with the NAFB Lomie Gray Heard School Historic District (Historic District) as part of a NAFB infrastructure improvement project. NAFB determined that the buildings scheduled for demolition are environmental hazards and unsafe for human occupation, rehabilitation, or reuse; and

WHEREAS, NAFB considers the demolition and removal of the buildings (the undertaking) to be an undertaking subject to review under Title 54 United States Code (USC) § 306108, commonly known as Section 106 of the National Historic Preservation Act (NHPA) and its implementing regulations at 36 Code of Federal Regulations (CFR) Part 800; and

WHEREAS, NAFB, in consultation with the Nevada State Historic Preservation Officer (SHPO), has defined the undertaking's Area of Potential Effects (APE) as a five (5) acre physical footprint with potential visual effects that extend for 0.5 mile from the physical effects (Appendix A); and

WHEREAS, NAFB, in consultation with the SHPO, has determined that the Lomie Gray Heard School campus (D257) is eligible for listing in the National Register of Historic Places (NRHP) as a Historic District under Criterion A and C of the Secretary of the Interior's criteria for evaluation (36 CFR § 60.4) and includes twelve (12) buildings that are not individually eligible for NRHP listing under any criteria but are contributing elements to the Historic District (Appendix A); and

WHEREAS, NAFB, in consultation with the SHPO, has determined that the undertaking will have an adverse effect on historic properties in the Historic District (Appendix A) which is within the direct physical APE as well as twenty-five (25) buildings that are unevaluated for their potential as historic districts and one (1) individually eligible building within the 0.5 mile Visual APE (Appendix A); and

WHEREAS, in accordance with 36 § CFR 800.6(a)(1), NAFB has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with specified documentation, and the ACHP has chosen *not to* participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii) in a letter dated March 2, 2020; and

WHEREAS, NAFB has initiated consultation with the County Commissioners of Clark County in Nevada regarding the effects of the undertaking on historic properties with no response indicating interest; and

WHEREAS, NAFB has consulted with the Benton Paiute Tribe, Big Pine Paiute Tribe of the Owens Valley, Bishop Paiute Tribe, Chemehuevi Indian Tribe, Colorado River Indian Tribes, Duckwater Shoshone Tribe, Ely Shoshone Tribe, Fort Independence Indian Reservation, Kaibab Band of Paiutes, Las Vegas Paiute Tribe, Lone Pine Paiute-Shoshone Reservation, Moapa Band of Paiutes, Paiute Indian Tribe of Utah, Timbisha Shoshone Tribe, and the Yomba Shoshone Tribe (collectively referred to as the Tribes) beginning 11 May 2017 and has notified the Tribes regarding the effects of the undertaking on historic properties and the development of a Memorandum of Agreement (MOA) regarding the undertaking with no response indicating interest; and

NOW THEREFORE, NAFB and the 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.

STIPULATIONS

NAFB shall ensure that the following measures are carried out:

I. ROLES and RESPONSIBILITIES

NAFB will be responsible for administering and implementing this MOA. This includes, but is not limited to, overseeing all cultural resources work; assembling all submissions to the SHPO, including reports; and consulting with the SHPO regarding all agency compliance decisions. NAFB will consult with the Tribes whose aboriginal territories include portions of the undertaking or who have previously expressed interest in undertakings located on NAFB, and with other stakeholders having an interest in the history of NAFB.

II. MITIGATION OF ADVERSE EFFECTS

A. Reports of Lomie Gray Heard School and Historic District and Base-wide Study

1. NAFB commissioned and submitted a report to the SHPO titled “The Historic Building Inventory and Evaluation of the Former Lomie G. Heard Elementary School Property,” on 26 July, 2017 documenting the school and Historic District, with a map showing the draft District boundary to the SHPO for review and comment. This report was finalized in 2018 and included:
 - a. Documentation of the properties Architectural Resource Assessment (ARA) forms, archival research, and the results of the archaeological and architectural fieldwork; and
 - b. Digital color photographs of the Historic District.
2. NAFB commissioned and submitted a report dated June 2018 to the SHPO for review and comment titled “Historical Building Inventory of Nellis Air Force Base, Creech Air Force Base, and Nevada Test and Training Range, Las Vegas, Nevada” by Gulf South Research Corporation. This report included, but is not limited to:

- a. Documentation of the properties Architectural Resource Assessment (ARA) forms, archival research, and the results of architectural fieldwork.
3. NAFB will archive copies of all the Architectural Resource Assessment (ARA) forms, photographs, image files, databases, and reports produced in accordance with Stipulations II.A.1 and II.A.2 above at NAFB in Las Vegas, Nevada.

B. Public Outreach

1. NAFB will create a multimedia presentation documenting the Lomie Gray Heard School and host it on a public facing website, such as Youtube.com or the NAFB home page. NAFB will archive the multimedia presentation at NAFB. Review of the proposed multimedia presentation by the Signatories will occur as follows:
 - a. NAFB will develop, maintain, and update historical information on the NAFB website (<https://Nellis.af.mil>). This effort will archive and share documentation concerning historic properties adversely affected by the undertaking through photographs and narrative information.
 - b. No later than six (6) months from the execution of the MOA, NAFB shall meet with the SHPO to finalize an outline for the undertaking-specific contents of the website.
 - c. NAFB shall ensure that it takes any contemporary images necessary for the website, and submits them for review by the SHPO, prior to the initiation of the undertaking if any modification resulting from the undertaking would be visible in the image.
 - d. No later than one (1) year from the execution of the MOA, NAFB shall submit the draft undertaking-specific elements of the website to the SHPO for review. NAFB shall address any comments received within forty-five (45) days from the SHPO receipt of the submission in finalizing the website.
2. NAFB will construct a kiosk documenting the history of the Lomie Gray Heard School and the contributions to early NAFB education.
 - a. No later than one (1) year from the execution of the MOA, NAFB shall meet with the SHPO to develop an outline for the undertaking-specific contents of the kiosk.
 - b. NAFB shall ensure that it takes any contemporary images necessary for the kiosk and submits them for review by the SHPO, prior to the initiation of the undertaking if any modification resulting from the undertaking would be visible in the image.
 - c. No later than three (3) years from the execution of the MOA, NAFB shall submit a draft proposal for the kiosk to the SHPO for review. NAFB shall address any comments from the SHPO received within ninety (90) calendar days in finalizing the plans for the kiosk.

III. DURATION

This MOA will expire if its stipulations are not carried out within five (5) years from the date of its execution. Prior to such time, NAFB may consult with the SHPO to reconsider the terms of the MOA, extend the MOA, and amend them in accordance with Stipulation VI below.

IV. 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, NAFB shall consult with such party to resolve the objection. If NAFB determines that such objection cannot be resolved, then the NAFB will:

- A. Forward all documentation relevant to the dispute, including NAFB's proposed resolution, to the ACHP. The ACHP shall provide NAFB 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 NAFB shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP or the SHPO and provide them with a copy of this written response. NAFB may then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the 30-day time period, then NAFB may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, NAFB shall prepare a written response that takes into account any timely comments regarding the dispute from the SHPO and provide the SHPO and the ACHP with a copy of such written response.
- C. NAFB'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.

V. AMENDMENTS

This MOA may be amended at any time 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.

VI. TERMINATION

If any Signatory to this MOA determines that its terms will not or cannot be carried out, then that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VII. If within thirty (30) days, or other time period agreed to by all Signatories, an amendment cannot be negotiated, then any Signatory may terminate the MOA upon written notification to the other Signatories.

Once this MOA is terminated, prior to any work continuing on the undertaking, NAFB must either (a) execute a new MOA pursuant to 36 CFR § 800.6 or (b) request comment from the ACHP, take these comments into account, and provide a response to the ACHP pursuant to 36 CFR § 800.7. NAFB shall also notify SHPO and any other consulting parties of the course of action it will pursue.

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

This MOA may be executed in counterparts, each of which shall constitute an original, and all of which shall constitute one and the same agreement

SIGNATORIES:

U.S. Department of Defense, United States Air Force, Nellis Air Force Base

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Date: 19 Oct 22

Colonel Joshua D. DeMotts United States Air Force
Commander, 99th Air Base Wing, Nellis Air force Base

Nevada State Historic Preservation Officer



Rebecca Lynn Palmer
State Historic Preservation Officer

Date: November 28, 2022

Appendix A

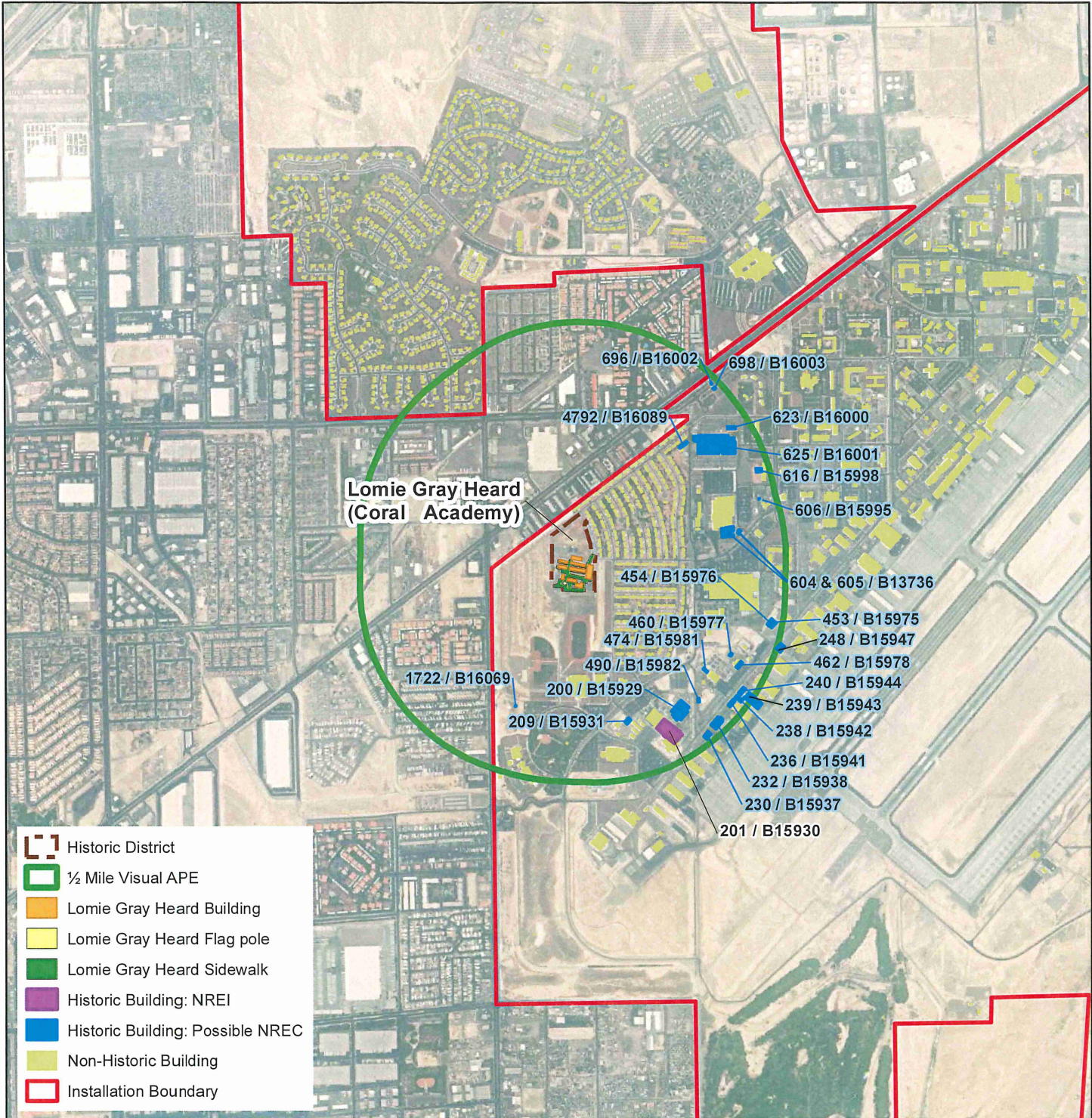
Location Maps and List of Resources in the Undertaking APE

Figure A-1. Location of the Lomie Gray Heard Historic District and all contributing elements or historic properties within 0.5 miles.

Figure A-2. Satellite image showing the location of the contributing resources scheduled for demolition and the Historic District.

Table A-3. Resources in the APE, Eligibility Status, and Effect of the Undertaking.

1:24,000



Nellis Air Force Base

Lomie Gray Heard School

Scale: 1:24,000

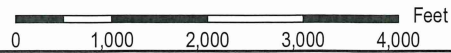
Coordinate System: WGS 1984 UTM Zone 11N

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Last Save Date: 9/6/2022

Cooperative Agreement Number:
W9126G-14-2-0018 -
W9126G-20-2-0004

Map created for presentation purposes only. Although efforts have been made to verify data, accuracy cannot be guaranteed



1:2,500



Nellis Air Force Base

Lomie Gray Heard School

Scale: 1:2,500

Coordinate System: WGS 1984 UTM Zone 11N

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0 100 200 300 400 Feet



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Last Save Date: 8/31/2022

Table A-3: Resources in the APE, Eligibility Status, and Finding of Adverse Effect

	SHPO Resource Number	USAF Number	Eligibility	Adverse Effect
	D257 (includes 12 contributing resources)		<i>Eligible under A& C</i>	Demolition
1	B15141	1781	Contributing	Demolition
2	B15142	1782	Contributing	Demolition
3	B15143	1783	Contributing	Demolition
4	B15144	1784	Contributing	Demolition
5	B15145	1785	Contributing	Demolition
6	B15146	1786	Contributing	Demolition
7	B15147	1788	Contributing	Demolition
8	B15148	1789	Contributing	Demolition
9	B15149	1790	Contributing	Demolition
10	B15150	0	Contributing	Demolition
11	O203	3200	Contributing	Demolition
12	S1857	0	Contributing	Demolition
	B15930 (Building 201)	201	Individually Eligible	Visual Effects
	B13736 (includes 2 buildings: 604 and 605)	604/605	Unevaluated for HD	Visual Effects
	B15929	200	Unevaluated for HD	Visual Effects
	B15931	209	Unevaluated for HD	Visual Effects
	B15937	230	Unevaluated for HD	Visual Effects
	B15938	232	Unevaluated for HD	Visual Effects
	B15941	236	Unevaluated for HD	Visual Effects
	B15942	238	Unevaluated for HD	Visual Effects
	B15943	239	Unevaluated for HD	Visual Effects
	B15944	240	Unevaluated for HD	Visual Effects
	B15947	248	Unevaluated for HD	Visual Effects
	B15975	453	Unevaluated for HD	Visual Effects
	B15976	454	Unevaluated for HD	Visual Effects
	B15977	460	Unevaluated for HD	Visual Effects
	B15978	462	Unevaluated for HD	Visual Effects
	B15981	474	Unevaluated for HD	Visual Effects
	B15982	490	Unevaluated for HD	Visual Effects
	B15995	606	Unevaluated for HD	Visual Effects
	B15998	616	Unevaluated for HD	Visual Effects
	B16000	623	Unevaluated for HD	Visual Effects
	B16001	625	Unevaluated for HD	Visual Effects
	B16002	696	Unevaluated for HD	Visual Effects
	B16003	698	Unevaluated for HD	Visual Effects
	B16069	1722	Unevaluated for HD	Visual Effects
	B16089	4792	Unevaluated for HD	Visual Effects

Note that "Unevaluated for HD" means unevaluated for potential historic districts.