

**MEMORANDUM OF AGREEMENT  
AMONG  
THE FEDERAL EMERGENCY MANAGEMENT AGENCY  
THE LOUISIANA STATE HISTORIC PRESERVATION OFFICER  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION AND  
THE LOUISIANA DEPARTMENT OF EDUCATION THROUGH  
ITS RECOVERY SCHOOL DISTRICT**

**REGARDING THE PHILLIS WHEATLEY ELEMENTARY SCHOOL  
2300 DUMAINE ST., NEW ORLEANS, ORLEANS PARISH, LA**

**WHEREAS**, the Federal Emergency Management Agency (FEMA) of the Department of Homeland Security, pursuant to Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. §§5121-5206) and implementing regulations in Title 44 of the Code of Federal Regulations (44 CFR Part 206, proposes to provide Public Assistance to the Louisiana Department of Education through its Recovery School District (RSD) through the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) in response to damages caused by Hurricanes Katrina (DR-1603-LA) and Rita (DR-1607-LA) in response to RSD’s proposal to implement the School Facilities Master Plan and demolish and replace the Phillis Wheatley Elementary School, 2300 Dumaine Street, New Orleans, LA (Undertaking); and

**WHEREAS**, FEMA’s mission is to support our citizens and first responders to ensure that as a nation we work together to build, sustain, and improve our capability to prepare for, protect against, respond to, recover from, and mitigate all hazards; and

**WHEREAS**, RSD’s mission is to provide the supports and interventions necessary to put academically struggling schools on a path toward success; and

**WHEREAS**, FEMA consulted with the Louisiana State Historic Preservation Officer (SHPO) in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. §470f) (NHPA), its implementing regulations (36 CFR Part 800), and the “*Programmatic Agreement among FEMA, the Louisiana State Historic Preservation Officer, the Louisiana Governor’s Office of Homeland Security and Emergency Preparedness, the Alabama-Coushatta Tribe of Texas, the Caddo Nation, the Chitimacha Tribe of Louisiana, the Choctaw Nation of Oklahoma, the Coushatta Tribe of Louisiana, the Jena Band of Choctaw Indians, the Mississippi Band of Choctaw Indians, the Quapaw Tribe of Oklahoma, the Seminole Nation of Oklahoma, the Seminole Tribe of Florida, the Tunica-Biloxi Tribe of Louisiana, and the Advisory Council on Historic Preservation*” (2009 Statewide PA) that was executed August 17, 2009; and

**WHEREAS**, FEMA determined in Stipulation IX.B of the “*Secondary Programmatic Agreement among Federal Emergency Management Agency, State of Louisiana Division of Administration Office of Community Development, Louisiana State Historic Preservation Officer, Advisory Council on Historic Preservation, Louisiana Department of Education through its Recovery School District, and Orleans Parish School Board*

*Regarding Implementation of School Facilities Master Plan for Orleans Parish, New Orleans, Louisiana” (2PA) to address proposed adverse effects to the Phillis Wheatley Elementary School through the process set out in 36 CFR §800.6; and*

**WHEREAS**, FEMA, in consultation with the SHPO, has determined that the Area of Potential Effects (APE) shown in Attachment 1 includes the APE for Standing Structures and the APE for Archaeology; and

**WHEREAS**, FEMA determined that the Phillis Wheatley Elementary School is eligible for inclusion in the National Register of Historic Places (NRHP) under Criteria A and C in a letter dated June 30, 2008 and the SHPO concurred July 21, 2008; and

**WHEREAS**, the Phillis Wheatley Elementary School is located within the boundaries of the Esplanade Ridge National Register Historic District, but it was constructed after the district’s period of significance, 1830 – 1930, and is not a contributing property to the historic district; and

**WHEREAS**, The World Monuments Fund (WMF) listed the Phillis Wheatley Elementary School on their 2010 Watch List as one of 93 cultural heritage sites threatened by neglect, demolition, or disaster; and

**WHEREAS**, The Louisiana Landmarks Society (LLS) listed Phillis Wheatley Elementary School on their 2008 “New Orleans’ Nine most endangered sites”; and

**WHEREAS**, FEMA, in accordance with Stipulation VII of the 2PA, plotted the latitudes and longitudes of the Wheatley School against the locations of previously recorded archaeological sites. FEMA also examined the 1878 Hardee map, 1883 Robinson map, and Sanborn Fire Insurance maps. In accordance with Stipulation VII.C.(4)d of the 2PA, FEMA performed archaeological investigations within the APE in July, 2010, and determined in the report, *Archaeological Investigations at the Phillis J. Wheatley Elementary School, Orleans Parish, Louisiana (Negative Findings)* (September 2010) that the archaeological remains of these earlier structures were destroyed during site clearance and construction of the Wheatley School in the 1950s and no measures to address the effects of this Undertaking on archaeological properties other than Discoveries and Unanticipated Effects will be included in this Memorandum of Agreement (MOA). The SHPO concurred with this finding on October 27, 2010; and

**WHEREAS**, FEMA consulted with SHPO in a letter dated June 16, 2009 and the SHPO concurred, in a letter dated June 18, 2009, with FEMA’s determination that the demolition of the Phillis Wheatley Elementary School will adversely affect historic properties; and

**WHEREAS**, in accordance with Stipulation VIII.A of the 2009 Statewide PA and 36 CFR §800.6(a)(1), FEMA notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination in a letter dated June 16, 2009 and the ACHP advised in a letter to FEMA dated June 30, 2009, that it will participate in the

consultation to develop an MOA to avoid, minimize, and mitigate the adverse effects of this Undertaking; and

**WHEREAS**, FEMA notified the Alabama Coushatta Tribe of Texas, Chitimacha Tribe of Louisiana, Choctaw Nation of Oklahoma, Coushatta Tribe of Louisiana, Jena Band of Choctaw Indians, Mississippi Band of Choctaw Indians, Quapaw Tribe of Oklahoma, Seminole Nation of Oklahoma, Seminole Tribe of Florida, and Tunica Biloxi Tribe of Louisiana (collectively referenced as “Tribes”) and provided information regarding identified historic properties in the APE, information regarding the history and topography of the APE, and afforded the Tribes an opportunity to participate in the consultation; and

**WHEREAS**, FEMA notified GOHSEP, the City of New Orleans Historic District Landmarks Commission (HDLC); the National Trust for Historic Preservation (NTHP); the Preservation Resource Center (PRC); Louisiana Landmark Society (LLS); the Louisiana Chapter of Documentation and Conservation of Building Sites and Neighborhoods of the Modern Movement US (DOCOMOMO/US Louisiana); and American Institute of Architects - New Orleans (AIA New Orleans); about the Undertaking and the opportunity to participate in this consultation; and

**WHEREAS**, FEMA held a public meeting on September 22, 2009 to provide an opportunity for the public to comment on the Undertaking; to describe the Section 106 review process and explain the opportunities to become involved in the Section 106 review; and to notify the public of the opportunity to provide comments on the Department of Culture Recreation, and Tourism (CRT) website; and

**WHEREAS**, the World Monuments fund (WMF), The umbrella organization of Documentation and Conservation of Building Sites and Neighborhoods of the Modern Movement US DOCOMOMO/US, Micah Project, Ms. Stella Reese, Mr. Ken Ducote, and Ms. Alena Boucree requested consulting party status as a result of the public notice or notification by other consulting parties; and

**WHEREAS**, FEMA; SHPO; ACHP, RSD; GOHSEP; PRC; DOCOMOMO/US Louisiana; DOCOMOMO/US; AIA New Orleans; NTHP; WMF; Providence Community Housing; Micah Project; Lagniappe Academies; Ms. Stella Reese; Mr. Ken Ducote; and Ms. Alena Boucree constitute the Consulting Parties referenced in this MOA; and

**WHEREAS**, a petition circulated between September 26 – 28, 2009 was signed by over 250 persons who stated that they resided, worshiped, worked, and/or owned property in the Tremé and Lafitte neighborhoods and support the proposal of RSD to demolish the existing Wheatley School and to replace it with a new school built on the same 21<sup>st</sup> Century standards applied to other new schools in the region; and

**WHEREAS**, FEMA provided information to websites maintained by the NTHP, PRC, and the City of New Orleans regarding the opportunity for the public to comment on the CRT website or mail comments to FEMA. The public comment period lasted from

September 15 to 30, 2009; 54 comments were posted on the CRT website and FEMA took into consideration the 51 comments that advocated for the preservation of the school and 3 comments that supported the demolition of the facility; and

**WHEREAS**, FEMA took into consideration the comments posted on the website, written in the petition and stated at the public meeting by numerous members of the Tremé and Lafitte Community advocating for a new school at the Wheatley site; and

**WHEREAS**, as a part of the consultation to develop this MOA, the Consulting Parties identified and considered three alternatives to avoid or minimize the effect of the proposed demolition: Alternative #1: adaptive reuse of the Main Classroom Building as part of a 21<sup>st</sup> Century school conforming to the Education Specifications and Performance Standards; Alternative #2: the construction or rehabilitation of a Pre-K through eighth grade school in the Tremé and Lafitte neighborhoods at a different location; and Alternative #3: the relocation of all or a portion of the Wheatley Main Classroom Building; and

**WHEREAS**, FEMA, SHPO, and ACHP are the Signatories to the MOA as defined in 36 CFR §800.6(c)(1); and

**WHEREAS**, FEMA consulted with GOHSEP, the Grantee, and RSD, the Subgrantee, that by virtue of Acts 2005, 1st Ex.Sess., No. 35, §1, (La. R.S. 17:1990) of the Louisiana Legislature, assumed all the rights and responsibilities of ownership regarding all land, building, facilities, and other property of many public school in Orleans Parish and in recognition that GOHSEP and RSD will assume responsibilities to perform various actions described by this MOA, FEMA has invited GOHSEP and RSD to participate in this consultation and execute this MOA as Invited Signatories as defined in 36 CFR §800.6(c)(2); and

**WHEREAS**, PRC; DOCOMOMO/US Louisiana; DOCOMOMO/US; AIA New Orleans; NTHP, WMF; Providence Community Housing; Micah Project; Lagniappe Academies; Ms. Stella Reese; Mr. Ken Ducote; and Ms. Alena Boucree have requested Consulting Party status and have been invited by FEMA to participate in this consultation and sign this MOA as Concurring Parties as defined in 36 CFR §800.6(c)(3); and

**WHEREAS**, DOCOMOMO/US Louisiana notified FEMA in a letter dated November 10, 2010 of its request to withdraw from participation in this and other Section 106 reviews of FEMA undertakings and FEMA has recognized this request and will not ask DOCOMOMO/US Louisiana to sign this MOA as a Concurring Party;

**NOW THEREFORE**, FEMA, SHPO, ACHP, RSD, GOHSEP, PRC, DOCOMOMO/US, AIA New Orleans, WMF, Providence Community Housing; Micah Project, Lagniappe Academies, Ms. Stella Reese; Mr. Ken Ducote; and Ms. Alena Boucree agree that the Undertaking will be implemented in accordance with the following Stipulations to take into account the effects of the Undertaking on historic properties and to satisfy FEMA's Section 106 responsibilities for the Undertaking.

## **STIPULATIONS**

To the extent of its legal authority and in coordination with the SHPO, ACHP, RSD, GOHSEP, PRC, DOCOMOMO/US, AIA New Orleans, WMF, Providence Community Housing; Micah Project, Lagniappe Academies, Ms. Stella Reese; Mr. Ken Ducote; and Ms. Alena Boucree, FEMA will require that the following measures are implemented:

### **I. GENERAL PROVISIONS**

- A. A Consulting Party will be recognized by FEMA as a Signatory, Invited Signatory, or a Concurring Party starting on the date the Consulting Party signs this MOA as a Signatory, Invited Signatory, or Concurring Party and provides FEMA with a record of this signature.
- B. FEMA will provide all Concurring Parties with the opportunity to review and comment on various documents and reports under the terms of the MOA. Determinations or reviews that have been completed by FEMA under the terms of this MOA prior to the signature of a Concurring Party will not be reconsidered because the Concurring Party did not have the opportunity to review and comment.
- C. The Signatories, Invited Signatories, and Concurring Parties may send and accept official notices, comments, requests for further information and documentation, and other communications required by this MOA by e-mail. If the size of an e-mail message is unusually large or an e-mail is returned to a sender because its size prevents delivery, the sender will contact the recipient(s) and determine alternative methods to deliver the message or its attachments.
- D. Time sensitive information that is not sent by e-mail should be sent by overnight mail, or courier, or be hand-delivered and the time frame for its review will be measured by the date the delivery is signed for by the individual recipient or the agency or organization representing the Signatory, Invited Signatory, or Concurring Party.
- E. All references to time periods in this MOA are in calendar days. If a review period included in this MOA ends on a Saturday, Sunday, or Federal holiday, the review period will be extended until the first business day following the Saturday, Sunday, or Federal holiday. Any electronic communication forwarding plans or other documents for review under the terms of the MOA that is sent after 4:00 pm Central Time will be deemed to have been received by the reviewing party on the next day. E-mail comments by Signatories, Invited Signatories or Concurring Parties on any plans or documents submitted for review under this MOA are timely if they are received at any time on the last day of a review period. Responses sent by mail will be accepted as timely if they are postmarked by the last day allowed for the review.

- F. The failure of any Signatory, Invited Signatory, or Concurring Party to comment during the time frames set out in this MOA will be treated by FEMA as concurrence, and FEMA may proceed to the next step without taking additional steps to seek comments from that party.
- G. It is the responsibility of each Signatory, Invited Signatory, and Concurring Party to immediately inform FEMA of any changes in the name, address, e-mail address or phone number of the point-of-contact for the Signatory, Invited Signatory, or Concurring Party. FEMA will forward this information to the Signatories, Invited Signatories, and Concurring Parties by e-mail. The failure by any party to this MOA to notify FEMA of changes to their point-of-contact's information shall not be grounds for asserting that notice of a proposed action was not received.

## II. **CONSIDERATION OF FEASIBLE ALTERNATIVES TO DEMOLITION**

- A. Alternatives 1: The Adaptive Reuse of the Existing Facility: RSD commissioned Holly & Smith Architects to conduct an independent feasibility study to 1) evaluate if the historic elevated classroom building at the existing Phillis Wheatley School can be incorporated into a design that meets the RSD Education Specifications and 2) develop a massing study to examine how a new school that meets the RSD Education Specifications can be accommodated on the site. FEMA, in consultation with the Consulting Parties, reviewed RSD's assessment and FEMA has determined that RSD made a reasonable and good faith effort to: develop information analyzing the Adaptive Reuse Alternative; provide opportunities for the public and the Consulting Parties to express opinions and to explain to FEMA and the Consulting Parties that RSD does not consider the Adaptive Reuse Alternative to be feasible due to the length of construction time, additional costs, and difficulty meeting the requirements of the Master Plan Education Specifications. RSD's *Brief on Adaptive Reuse or New Construction* is included in Attachment 2. FEMA will not require further analysis by RSD to consider the Adaptive Reuse Alternative.
- B. Alternative 2: the Identification of an Alternate Location for a Pre-K through 8<sup>th</sup> Grade School: RSD considered and evaluated the alternative of placing a Pre-K through 8<sup>th</sup> Grade School on another site within the neighborhood. As part of this evaluation, three sites were considered. FEMA, in consultation with the Consulting Parties, reviewed RSD's assessment and FEMA has determined that RSD made a reasonable and good faith effort to: develop information analyzing the feasibility of three Alternative Locations; provide opportunities for the public and the Consulting Parties to express opinions; and to explain to FEMA and the Consulting Parties that RSD does not consider an Alternate Location to be feasible due to the cost and time restraints associated with redeveloping the Andrew Bell School site and there is no appropriate, alternate site listed for sale. In addition, RSD is legally unable to execute property transactions and RSD cannot utilize financial resources from its primary funder, FEMA, for the

procurement of an alternate site. RSD's *Consideration of Alternative Sites with RSD or OPSB Control* and *Wheatley Relocation and Alternate Site Consideration* are included as Attachment 3. FEMA will not require further analysis by RSD to consider Identification of an Alternate Location for a Pre-K through 8<sup>th</sup> grade School.

- C. Alternative 3: Relocation of the structural components of the Wheatley Main Classroom Building: FEMA, in consultation with the Consulting Parties, determined to investigate if it was feasible to relocate structural components of the Wheatley Main Classroom Building and if there was serious interest by third parties to fund and carry out this work as a way to minimize the adverse effect to the Wheatley Main Classroom Building. The analysis to determine if this Relocation Alternative is feasible has been developed in consultation with the Consulting Parties and will continue after the MOA has been executed as described in the following plan:
1. RSD issued a Solicitation of Interest the week of September 27 – October 1, 2010 to determine if there is serious interest in this Relocation Alternative. The Solicitation of Interest was distributed by RSD to the parties and outlets listed in Attachment 5.
  2. The Solicitation of Interest described the process to respond to the Solicitation and provided interested parties at least 30 days to submit a Letter of Interest to RSD that outlined the interested party's proposed plans to relocate the building in whole or in part to another site. The Solicitation of Interest is in Attachment 6.
  3. RSD notified FEMA in writing, on November 04, 2010 that it received two Letters of Interest, one of which was subsequently rescinded. As a result of this positive solicitation, RSD has initiated the transfer of all or portions of the Wheatley Main Classroom Building to a third party. If RSD, in consultation with FEMA and the consulting parties, determines it is not feasible to transfer all or portions of the building via a Memorandum of Understanding or cooperative agreement, RSD is not required to take additional steps to pursue the relocation alternative. RSD will update FEMA of the status of the transfer in writing on or before January 31, 2011 and March 31, 2011.

### **III. RECORDATION**

- A. FEMA will complete the photo-recordation described in this Stipulation prior to the transfer, deconstruction, or demolition of the Phillis Wheatley Elementary School. The photographic recordation will be performed by or under the direct supervision of an individual who meets the Secretary of the Interior's Professional Qualification Standards set out at 48 FR 44716, September 29, 1983, for History, Architectural History, Architecture, or Historic Architecture.

- B. Prior to the photographic recordation and development of the narrative history FEMA will determine if the individual(s) performing the recordation meet the qualifications in Stipulation III.A and provide SHPO with the résumé(s) of the individual or individuals that will perform or supervise the performance of the photographic recordation and the narrative history. If SHPO does not concur that the individuals selected to perform the photographic recordation and narrative history meet the Secretary of the Interior's Professional Qualification Standards, FEMA will consult with SHPO to work out the areas of concern. If SHPO does not provide comments to FEMA on the qualifications within 10-days following FEMA's e-mail forwarding the résumés and any additional background information, FEMA may complete the recordation and the narrative history required by this Stipulation.
- C. FEMA will ensure the Phillis Wheatley Elementary School will be recorded to Level I Historic American Buildings Survey (HABS) standards. The recordation will be archived with the Library of Congress, if feasible. FEMA and SHPO will coordinate with HABS to determine the level and kind of HABS recordation and the appropriate archives for the recordation materials.
- D. FEMA will ensure that Large Format Photographs (see National Park Service Guidelines for Architecture and Engineering Documentation, Federal Register/Vol. 68, no. 139/Monday, July 21, 2003) of the Phillis Wheatley School will be taken. A list of photographs is included in Attachment 4.
- E. FEMA will require that archival photographic prints will be made of the original presentation drawings of the Wheatley School including the Main Classroom Building and the Administration Building/Cafeteria. The Consulting Parties have determined that the following existing presentation drawings produced by or for Charles Colbert's Office fulfill the requirements of this Stipulation:
1. Aerial View – dated 4-3-54
  2. Tentative Framing Plans and Cross Section – dated 8-March-54
  3. Section A, Typical Plan – Grades One Through Six – undated
  4. Ground Floor – dated 4-3-54
  5. Kindergarten – Section A and Plan – dated 4-3-54
  6. Lighting Plan – dated 3-24-54
  7. Longitudinal Section; Transverse Section; Elevations: N. Miro Street; St. Ann Street; N. Tonti Street; and Dumaine Street – dated 4-3-54
  8. Sun Angles – undated
  9. Longitudinal Section; Transverse Section; Wall Section – All Classrooms; Wall Section – One Story Building – dated 4-3-54

- F. FEMA will require that archival photographic prints will be made of the plans developed by Holly & Smith for the Adaptive Reuse Alternative described in Stipulation II.A.
- G. The recordation will include a narrative history of the Phillis Wheatley Elementary School. This history will include the types of information required in HABS Historical Reports: Outline form. The narrative history will be prepared by or under the direct supervision of an individual who meets the Secretary of the Interior's Professional Qualification Standards set out at 48 FR 44716, September 29, 1983, for History, Architectural History, or Historic Architecture.
- H. FEMA shall prepare four (4) archival copies of the recordation materials including; 8x10 black and white copies of the large format photographs, the historic narrative, the original presentation drawings, and six (6) archival CDs with the digital images and narrative. FEMA will forward two (2) copies of the recordation materials to SHPO, and SHPO will forward one (1) copy to the State Library and one (1) copy to the State Archives. If HABS determines to accept the recordation materials or some portion of the recordation materials, FEMA shall submit an archival copy of the selected materials to the Library of Congress. In addition, FEMA will submit one (1) archival copy of the recordation materials to the University of New Orleans (UNO), Orleans Earl K. Long Library, and Louisiana Special Collections in New Orleans, LA, one (1) CD to the PRC and one (1) to the RSD. FEMA will include copies of materials developed during the Section 106 consultation to develop this MOA with the recordation materials provided to UNO. These additional materials will include the Holly & Smith Adaptive Reuse Feasibility Study, recordings of the Section 106 consultation meetings, comment logs, and Section 106 consultation meeting minutes prepared by FEMA.

#### **IV. EDUCATIONAL MATERIALS**

- A. FEMA will ensure educational materials regarding the Phillis Wheatley School are developed and made available to RSD. RSD shall make the educational materials available for public distribution. The purpose of the educational materials is to document the architectural significance of the Phillis Wheatley School and the context of the 1950s Orleans Parish School Board Master Plan.
- B. FEMA will invite the Signatories, Invited Signatories, and Concurring Parties to participate in a Working Group to develop the educational materials, which may include but are not limited to:
  - i. Printed materials (e.g. brochure, pamphlet, etc.)
  - ii. Interpretive display
  - iii. Multimedia presentation
- C. The first meeting of the Working Group will be held before February 15, 2011. The purpose of the meeting is to help FEMA determine the best format for the

educational materials, the content of such materials, to assess the public benefit of all proposed materials, and to determine how and where the materials will be distributed or placed.

- D. FEMA will determine if it is feasible to work with Southeastern Louisiana University (SLU) to develop a digital or physical scale model of the Phillis Wheatley School for display at the new school to be constructed on the site of the Wheatley School or some other suitable location as a part of this Stipulation. FEMA will invite a representative from SLU to participate in the Working Group meeting or notify consulting parties if it is not feasible to work with SLU to develop a model.
- E. RSD will develop, fabricate, and install an interpretive exhibit describing the history of the Orleans Parish School Board's schools constructed in the 1950s at the George Washington Carver Campus, 3059 Higgins Blvd., New Orleans. The initial Scope of Work (SOW) for the interpretive exhibit at the new Carver school was described in FEMA's letter to SHPO dated April 7, 2010 regarding the proposed demolition of the Carver Campus.
- F. RSD will expand the SOW for the Carver School display to include information on the 1950s school master plan and the architectural significance of other Orleans Parish School Board's schools constructed in the 1950s in addition to the Carver School, in particular, the Phillis Wheatley Elementary School.
- G. FEMA, in cooperation with RSD, will invite the Signatories, Invited Signatories, and Concurring Parties to participate in a Working Group to develop the interpretive display at Carver School. FEMA will forward information regarding RSD's proposed design and content of the interpretive display to the Signatories, Invited Signatories, and Concurring Parties and provide them with a 15-day period to review and comment on the design and content. FEMA will work with RSD to address the comments and finalize the design of the display. RSD will be responsible for executing the final design and content for the interpretive display. The agreed upon interpretive display will be installed by RSD by December 31, 2013. If RSD determines to host a public event to unveil or dedicate the interpretive display, it will invite the Signatories, Invited Signatories, and Concurring Parties by e-mail to attend.

## **V. DESIGN REVIEW PROCESS**

- A. RSD is currently developing a design for the new Education Specification and Performance Standards compliant school on the Wheatley School site, within the Esplanade Ridge National Register Historic District.
- B. FEMA requested, during both the September 20 and October 05, 2010 consultation meetings that Consulting Parties inform FEMA if they have an interest in participating in the design review process set out in this MOA. FEMA

received no expressions of interest from Consulting Parties, as documented in FEMA's Meeting Minutes, and has determined that the Design Review Process will follow the procedures outlined in Stipulation VIII.B of the 2PA and reiterated in Stipulation V.D and V.E. below.

- C. RSD has begun its public design review process and notified the consulting parties of the time and location of RSD's public meetings to discuss the design of the new school on the Wheatley School site. RSD will continue to send e-mail updates regarding public meetings and other opportunities to comment on the design of the new school as soon as this information is publicly available, and at least 7-days prior to a meeting.
- D. FEMA has informally consulted with SHPO and RSD early in the planning process for new construction that may affect the Esplanade Ridge Historic District to identify measures that can be incorporated into the exterior design of any new construction to avoid or minimize adverse effects to historic properties. FEMA provided RSD with a written description of these recommendations on November 12, 2010.
- E. RSD will address the recommendations identified by FEMA in consultation with SHPO during the development of the schematic designs for the new construction. RSD will provide FEMA with two (2) copies of the schematic designs for the site plan and the exterior elevations, and FEMA will assess the potential effects of the schematic designs on the Esplanade Ridge Historic District and determine if review of the undertaking will be completed following the process outlined in Stipulation VIII.C or Stipulation IX. of the 2PA.

## **VI. DISCOVERIES AND UNFORESEEN EFFECTS**

- A. If, in the course of the Undertaking, archaeological deposits are uncovered or unforeseen effects occur, RSD shall ensure that its contractor immediately stops work in the general vicinity of the discovery or unforeseen effect and take all reasonable measures to avoid or minimize harm to the finds and/or to avoid or minimize further unforeseen effects. RSD shall ensure that the archaeological findings are secured and access to the area of the discovery is restricted.
- B. RSD will notify FEMA and GOHSEP of discoveries or unforeseen effects as soon as practicable. FEMA will notify and consult with the SHPO and others, as appropriate, to determine if further steps to evaluate the National Register eligibility and treatment of the discovery or unforeseen effect is necessary. FEMA may, in consultation with the SHPO, assume that a newly discovered property is eligible for the National Register for purposes of this MOA. FEMA and the SHPO and others, as appropriate, will conclude this consultation if the discovery does not contain human remains and FEMA and the SHPO and others, as appropriate, determine that the discovery is not eligible for the National Register or FEMA and the SHPO and others, as appropriate, determine that the unforeseen effect will not adversely affect

a historic property, and FEMA will notify RSD that work may be resumed in the area of the discovery or unforeseen effect.

- C. If FEMA and the SHPO and others, as appropriate, determine that further steps are necessary to evaluate or treat the unforeseen effect or the newly discovered property and it does not contain human remains, FEMA shall work with SHPO, RSD, GOHSEP, and others, as appropriate, to agree on timeframes and determine ways to avoid, minimize, or mitigate any adverse effects. Any party to this consultation may request an on-site meeting to review the situation. Following completion of all analyses and the acceptance of the report, all artifacts, records, photographs, and field notes will be curated with: State of Louisiana, Department of Culture, Recreation and Tourism – Division of Archaeology, P.O. Box 44247, Baton Rouge, LA 70804 [(225) 342-8170] in the curation facility at: Galvez Building, Room B-023, 602 N. Fifth St., Baton Rouge, LA 70802 [(225) 342-4475].
- D. If human skeletal remains are uncovered during the Undertaking, RSD shall immediately notify GOHSEP, FEMA, the New Orleans Police Department, and the Orleans Parish Coroner’s Office. The local law enforcement officials shall assess the nature and age of the human skeletal remains. RSD shall ensure that the notice of the discovery required by Louisiana Unmarked Human Burial Sites Preservation Act (R.S. 8:671 *et seq.*) is given to the Secretary of CRT or the Secretary’s designee by contacting the Louisiana Division of Archeology at 225-342-8170 within seventy-two (72) hours of the discovery. If the coroner determines that the human skeletal remains are older than 50 years of age, the Secretary, CRT has jurisdiction over the remains. FEMA shall work with the SHPO, Tribes, if appropriate, the Louisiana Division of Archeology, RSD, and GOHSEP to ensure compliance with this State law, other applicable laws, and this MOA. In addition, FEMA shall require that the guidelines contained in the ACHP’s 2007 “Policy Statement Regarding Burial Sites, Human Remains, and Funerary Objects” are followed.

## **VII. ANTICIPATORY DEMOLITION**

FEMA will not grant assistance to RSD should it, with intent to avoid the requirements of this MOA or Section 106 of the NHPA, significantly adversely affect a historic property to which the assistance would relate, or having legal power to prevent it, allow such significant adverse effect to occur. After consultation with SHPO and ACHP, FEMA may determine that circumstances justify granting such assistance despite an adverse effect created or permitted by RSD, and will complete consultation pursuant to 36 CFR §800.9(c).

## **VIII. DISPUTE RESOLUTION**

- A. FEMA shall notify RSD and GOHSEP and consult further with the objecting party, RSD, and GOHSEP to seek resolution, should any Signatory, Invited Signatory, or Concurring Party object to FEMA within the timeframes provided by this MOA to any plans, specifications, or actions provided for review under Stipulations III to VI.
- B. If FEMA determines that the dispute cannot be resolved, FEMA shall forward FEMA's proposed resolution of the dispute and all relevant documentation to the ACHP. Within 14-days after receipt of the documentation, the ACHP will:
  - 1. Advise FEMA that it concurs with FEMA's resolution of the dispute; or
  - 2. Provide FEMA with recommendations, which FEMA shall take into account in reaching a final decision regarding the dispute; or
  - 3. Notify FEMA that it shall comment pursuant to 36 CFR §800.7(c), and proceed to comment. Any comment provided shall be taken into account by FEMA in accordance with 36 CFR §800.7(c)(4) with reference to the subject of the dispute.
- C. If the ACHP does not provide FEMA with comments or recommendations within 14-days, FEMA may assume that the ACHP does not object to its recommended approach and it shall proceed accordingly.
- D. Any recommendation or comment provided by ACHP shall be understood to pertain only to the subject of the dispute, and FEMA's responsibilities to fulfill all actions that are not subject of the dispute shall remain unchanged.
- E. Any dispute regarding National Register eligibility that is not resolved pursuant to this Stipulation will be resolved in accordance with 36 CFR §800.4(c)(2).

## **IX. PUBLIC OBJECTIONS**

- A. Should a member of the public object in writing to FEMA regarding the implementation of this MOA or a historic preservation issue pertaining to the Undertaking, at any time during implementation of Stipulations III to VI in this MOA, FEMA shall notify the RSD, GOHSEP, and SHPO of the objection, and consult with the objecting party, SHPO, RSD, and GOHSEP to resolve the objection. RSD is not required to cease work on activities unrelated to the objection while the objection is being reviewed and resolved.
- B. If FEMA determines that the objection cannot be resolved within a reasonable time frame, as determined by FEMA, FEMA will seek guidance from the ACHP to resolve the objection. FEMA will forward all documentation relevant to the dispute, including FEMA's proposed resolution to the objection, and request the recommendations of the ACHP.

- C. The ACHP may advise FEMA that it concurs with FEMA's resolution of the objection or provide FEMA with recommendations, which FEMA shall take into account in reaching a final decision regarding the dispute. Any recommendation provided by ACHP shall be understood to pertain only to the subject of the dispute, and FEMA's responsibilities to fulfill all actions that are not subject of the dispute shall remain unchanged. If the ACHP does not respond to FEMA's request within 14-days, FEMA may assume that the ACHP does not object to its proposed resolution to the objection and it shall proceed accordingly.

**X. AMENDMENTS, TERMINATION, AND NONCOMPLIANCE**

- A. RSD will immediately notify FEMA and GOHSEP in writing if RSD determines it is not feasible to complete the Undertaking or fulfill the requirements of this MOA or if RSD needs more time to fulfill the requirements. This notice may be provided by e-mail as provided in Stipulation I.D. Within 21-days of receiving this notice, FEMA will meet with the Signatories, Invited Signatories, and Concurring Parties, in person or by telephone, to determine if the MOA must be amended or terminated, and proceed accordingly.
- B. Any Signatory or Invited Signatory may request in writing that this MOA be amended or terminated. Within 21-days of such a request, FEMA will convene a meeting of the Signatories, Invited Signatories, and Concurring Parties to consider this request. The Parties will make a good faith effort to amend the MOA prior any Party taking steps to terminate it. The MOA may be amended upon the written agreement of the Signatories and Invited Signatories, and the process will comply with 36 CFR §800.6(c)(7).
- C. If the MOA is not amended, a Signatory or Invited Signatory may terminate the MOA by providing a 30-day written notice to the other Signatories, Invited Signatories, and Concurring Parties. The Signatories, Invited Signatories, and Concurring Parties will cooperate in good faith to seek amendments or other actions that would prevent termination during this 30-day time frame. Should consultation fail, FEMA will promptly notify the Signatories, Invited Signatories, and Concurring Parties in writing of termination. Termination of the MOA will require FEMA to comply with the Statewide Programmatic Agreement in effect on the date of the termination. This MOA may be terminated without further consultation by execution of a subsequent agreement that explicitly terminates or supersedes this MOA.

**XI. DURATION AND REPORTING**

- A. Unless amended or terminated in accordance with Stipulation X: Amendments, Termination, and Noncompliance, this MOA will remain in effect through August 31, 2014, or until FEMA determines that it has been satisfactorily fulfilled. RSD will notify GOHSEP and FEMA when the Undertaking is completed, and FEMA will notify the Signatories, Invited Signatories, and Concurring Parties by e-mail

when it determines that the requirements of the MOA are met. FEMA will notify the Signatories, Invited Signatories, and Concurring Parties by e-mail on the status of Stipulations II.C, III, IV, V, and VI on or before August 31 of 2011 and 2012.

- B. RSD will provide FEMA with an update on the status of the demolition schedule, interpretive display, design review, and construction of the new school on or before July 31, 2011, 2012, and 2013 in order for FEMA to compile the appropriate notifications.

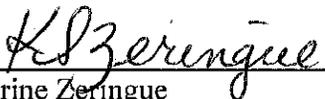
## **XII. EFFECTIVE DATE AND IMPLEMENTATION OF MOA**

This MOA shall become effective immediately upon its signature by the Signatories and Invited Signatories. FEMA shall provide each Signatory, Invited Signatory, and Concurring Party with a complete copy of the MOA including all executed signature pages.

**EXECUTION AND IMPLEMENTATION** of this Memorandum of Agreement evidences that FEMA has afforded ACHP a reasonable opportunity to comment on the proposed Undertaking to demolish the Phillis Wheatley Elementary School and its effects on historic properties, that FEMA has taken into account the effects of the undertaking on historic properties, and that FEMA has satisfied its responsibilities under Section 106 of the National Historic Preservation Act and its implementing regulations.

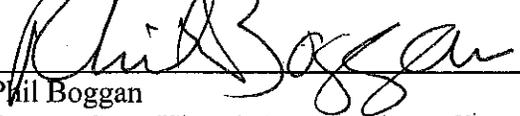
### SIGNATORY PARTIES:

#### **FEDERAL EMERGENCY MANAGEMENT AGENCY**

  
\_\_\_\_\_  
Katherine Zeringue  
Environmental Liaison Officer  
Louisiana Transitional Recovery Office

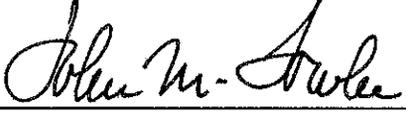
Date: 2-9-11

#### **LOUISIANA STATE HISTORIC PRESERVATION OFFICER**

  
\_\_\_\_\_  
Phil Boggan  
Deputy State Historic Preservation Officer

Date: 1-25-11

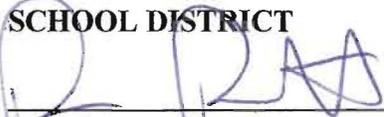
#### **ADVISORY COUNCIL ON HISTORIC PRESERVATION**

  
\_\_\_\_\_  
John M. Fowler  
Executive Director

Date: 2/18/11

INVITED SIGNATORIES

**LOUISIANA DEPARTMENT OF EDUCATION, through its RECOVERY  
SCHOOL DISTRICT**



---

Paul G. Pastorek  
State Superintendent of Education

Date: 1/30/11

**GOVERNOR'S OFFICE OF HOMELAND SECURITY AND EMERGENCY  
PREPAREDNESS**



---

Mark DeBosier  
Deputy Director Disaster Recovery  
Governor's Office of Homeland Security and Emergency Preparedness

Date: 1-24-11

CONCURRING PARTIES:

**PRESERVATION RESOURCE CENTER**

M. Kimball

Date: 3.11.2011

**WORLD MONUMENTS FUND**

\_\_\_\_\_

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

**DOCOMOMO/US**

\_\_\_\_\_

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

**AIA NEW ORLEANS**

\_\_\_\_\_

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

**NATIONAL TRUST FOR HISTORIC PRESERVATION**

\_\_\_\_\_

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

**PROVIDENCE COMMUNITY HOUSING**

\_\_\_\_\_

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

**LOUISIANA LANDMARKS SOCIETY**

\_\_\_\_\_

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

**MICAH PROJECT**

*Diane J. Blanks*  
\_\_\_\_\_

Date: *2/11/11*

**LAGNIAPPE ACADEMIES**

*[Signature]*  
\_\_\_\_\_

Date: *2/1/11*

**MS. STELLA REESE**

*Stella A. Reese*  
\_\_\_\_\_

Date: *2/1/11*

**MR. KENNETH J. DUCOTE, Ph. D., AICP**

*[Signature]*  
\_\_\_\_\_

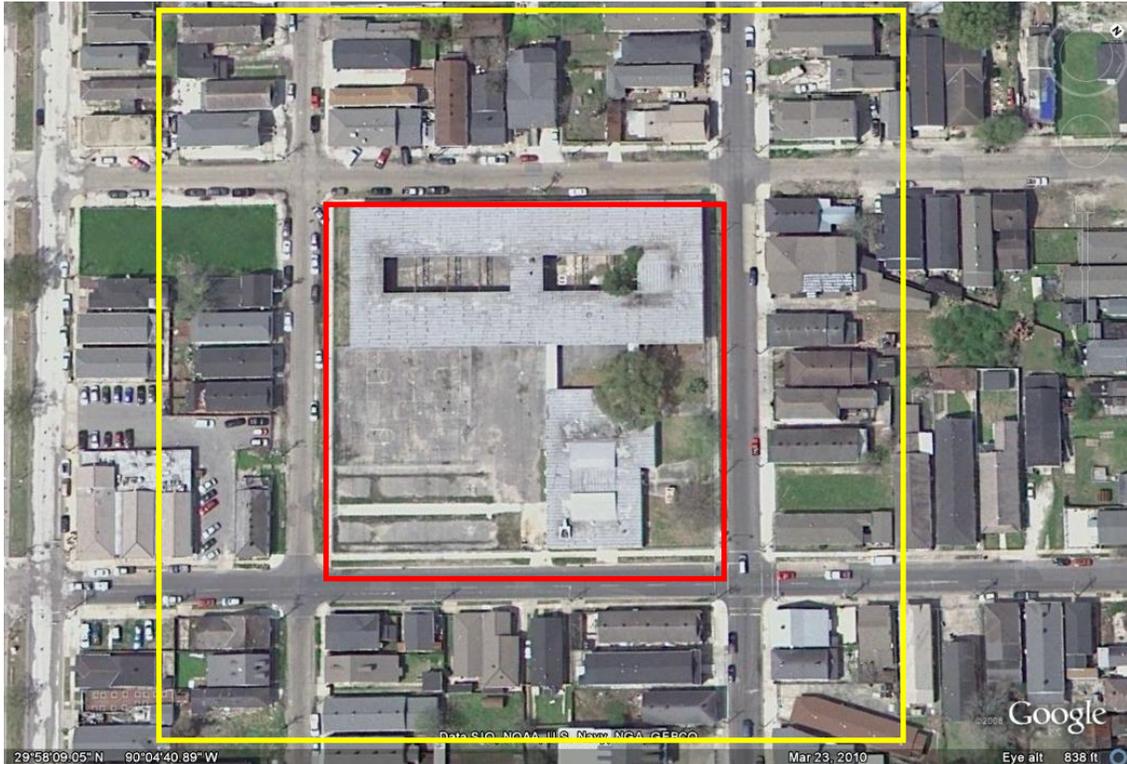
Date: *20 JAN 2011*

**MS. ALENA BOUCREE**

*Alena Boucree*  
\_\_\_\_\_

Date: *3/11/11*

ATTACHMENT 1: AREA OF POTENTIAL EFFECT



2007 Aerial view of Wheatley Campus, 2300 Dumaine Street, New Orleans, Louisiana  
Yellow Box: APE for Standing Structures  
Red Box: APE for Archaeology

ATTACHMENT 2: RSD's *Brief on Adaptive Reuse or New Construction*

**PHILLIS WHEATLEY SCHOOL FEASIBILITY ANALYSIS**  
**Brief on Adaptive Reuse or New Construction as part of**  
**FEMA's Section 106 Consultation**  
**July 29, 2010**

**Independent Feasibility Analysis on 2 Alternatives**

Coming out of a recommendation from consulting parties as part of FEMA's Section 106 Consultation on the Wheatley School, the Recovery School District commissioned an independent Feasibility Study to evaluate two alternative uses for the existing Phillis Wheatley Elementary School. The study evaluated the feasibility of adaptive reuse, including expansion, to meet the requirements of the Education Specifications and Performance Standards (Education Specifications) developed by the Louisiana Department of Education as part of the *School Facilities Master Plan for Orleans Parish* (Master Plan) and prevailing building code requirements. The architectural firm of Holly and Smith was contracted to conduct the Feasibility Study and was provided with access to the site as well as copies of the Education Specifications.

The architects were also directed to conduct a massing study to determine if all of the Education Specification requirements would fit within the site constraints if the existing building was demolished and a new facility constructed. To support this effort, Holly and Smith was furnished with the massing model of a Education Specifications and Performance Standards-compliant school designed to fit within a site that is similar in size and shape to that of the Wheatley site. The massing study was intended to analyze the feasibility of meeting all of the Education Specifications only and was not intended portray a prospective schematic design for the Wheatley site.

**Adaptive Reuse of the Existing Facility**

The existing facility was designed by architect Charles Colbert and constructed during the mid 1950's. It provided, at the time, a modern architectural solution for the Orleans Parish School Board. Its defining features are its simple construction and raised floor plan. The Holly and Smith study allows for the demolition of the existing, ground level, Cafeteria and Library to make room for the necessary expansion that will accommodate 450 students. The existing structure accounts for 23,000 sf of estimated requirement of 95,000 sf needed for a 450 student elementary school. The challenge faced by Holly and Smith related to bringing the existing facility into conformance with current Education Specifications and the schools Master Plan.

**Adverse Effect**

The effect of the partial demolition for rehabilitation, the removal of ceiling and walls and down to structural steel and decking, the walkway replacement and enclosure, and the filling of the courtyard, will have an adverse effect on the Wheatley school according to Sec. 800.5 Assessment of Adverse Effects, (a)(1) of 36 CFR Part 800 Protection of Historic Properties. It states, (1) Criteria of adverse effect:

*An adverse effect is found when an undertaking may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register*

*in a manner that would diminish the integrity of the property's location, design, setting, materials, workmanship, feeling, or association.....(2) Examples of adverse effect. Adverse effects on historic properties include, but are not limited to: (i) Physical destruction of or damage to all or part of the property:*

*(ii) Alteration of a property, including restoration, rehabilitation, repair, maintenance, stabilization, hazardous material remediation and provision of handicapped access, that is not consistent with the Secretary's Standards for the Treatment of Historic Properties (36CFR68)*

The Selective Demolition required in the Adaptive Reuse concept will cause adverse effects on the structure and its design.

### **Areas of Non-Compliance**

#### *Separation of Grades & Travel Paths*

In the Master Plan, the middle schools are migrated into elementary facilities that support pre-kindergarten through eighth grades. The Master Plan Performance Requirements, the basis for the Education Specifications, call for distinct grades to be clustered into learning communities creating schools within-a-school. The Adaptive Reuse of Wheatley, which utilizes the existing (raised classroom) building, groups all students except pre-kindergarten and kindergarten grades into one building. The new addition proposed includes a gymnasium, food service, media center (library), as well as science and computer labs. This large grouping of first through eighth grade students requires that students travel through learning communities causing disruption in the learning environment. Additionally, the first through eighth grade students must travel through the pre-kindergarten and kindergarten facilities to access many spaces in the new building which connect to the existing facility.

The Adaptive Reuse design does not allow for the smallest children remain separated from the older children, not only in the classrooms but while traveling throughout the facility. The school model currently being employed in the Education Specifications allows separation between the age groups as they travel around the facility during the course of the day. In order to provide for the standards set forth in the Master Plan, the footprint of the addition will need to be expanded, and a third bridge may need to be added to allow for additional travel paths.

#### *Administrative, Special Education, IT, & Ancillary Spaces*

The Adaptive Reuse concept does not allow for the distribution of administrative space, special education and other support functions throughout the facility. The existing building consists entirely of core classrooms and does not allow for other required functions to be nearby as required by the Education Specifications. Nor does it allow for IT or other mechanical functions that need to be located throughout the facility. Adding capacity for these functions will add square footage to the current concept and reduce the number of classrooms that will fit within the existing building. By increasing the square footage to accommodate these needs will add to the current estimated cost of construction.

#### *Flood Elevation*

The Finished Floor Elevation proposed in the Adaptive Reuse concept for the Wheatley campus does not meet FEMA/NFIP requirements at the current site of 3-feet above the Highest Existing Adjacent Grade (HEAG). While the City of New Orleans may issue permits for new construction below the FEMA established elevation requirement, projects

built with Federal Disaster Recovery Funding must adhere to the most stringent standard. Given FEMA's previous recommendation on this project, and the possibility of higher insurance costs if the building is determined to be out of compliance, the most stringent elevation standard must be applied.

## **Variations**

### *Life/ Safety*

The Adaptive Reuse concept will require a variance to the Code related to Life Safety due to the reuse of existing stairways. These stairways do not meet current code and without a variance or major modifications cannot be utilized as means of egress in case of an emergency. The Owner is unwilling to compromise in the area of Life Safety and will reject a plan that does not comply with current Code.

### *Setbacks*

The existing building does not currently comply with the neighborhood setback requirements and a variance will be required to allow its continued use. The new addition would also require a variance to allow it to encroach into the neighborhood setback. Setback variances have been granted for other locations with similar site constraints.

### *Parking*

The Adaptive Reuse would require a variance to the Parking requirements currently in place. Parking variances have been granted for other locations with similar site constraints.

### *Structural Condition and Modifications*

The Structural inspection determined that the structure is not compromised to an extent that requires demolition and that modifications can be made to conform to current code and repair any damage evident. What the report does not do is quantify the amount of work needed for repairs and modifications. There was no testing of the material conducted to determine its thickness at structurally significant locations. The Adaptive Reuse concept is to strip the building of all finishes, roof, windows, and wall panels with the exception being the wood floor structure. Once exposed the entire structure would need to be inspected, repaired and modified and readied for sandblasting and painting. In order to protect the neighborhood and the environment from possible Lead Paint Contamination during sand blasting the areas being prepared would need to be enclosed to prevent possible contamination; adding cost and time to the construction process. Although it is believed the work can be accomplished without removal of the structural wood deck, this may not be the case and should be considered as a possible impact to cost. After all of the doors, walls, ceilings and roof and concrete decking are removed the only thing remaining will be the structural steel frame and wood decking. None of the original elements, with the exception of its elevated floor plan, will remain due to age and code compliance issues.

### *Ceiling Height*

The existing clear head height in the classrooms is approximately 7'8" which is minimally acceptable and fully 1'4" below the minimum ceiling height expected for new schools. Adding to the ceiling height concern will be the introduction of furr-downs (points where the ceiling is lowered) to accommodate electrical and HVAC equipment and duct work. As discussed earlier, the removal of the wood floor structure and its replacement with a pan and concrete system would reduce the ceiling height to an unacceptable level below 7'6".

## **Feasibility for New Facility to Meet Education Specifications & Code Requirements**

The new facility provided to Holly and Smith to conduct the massing model and comparison to the Adaptive Reuse concept meets all of the Education Specification and code requirements. It is a design that will safely educate the planned 450 student population.

### **Areas of Non-Compliance**

There are no areas of non-compliance with the Education Specifications or prevailing building codes. New construction resolves the following areas of non-compliance in the Adaptive Reuse concept.

#### *Separation of Grades*

Not Applicable. This function can be successfully integrated into the design and will not require additional square footage or cost.

#### *Travel paths*

Not Applicable. This function can be successfully integrated into the design and will not require additional square footage or cost.

#### *Distribution of Administration, Special Education, IT, & Other Required Functions*

Not Applicable. All functions have been integrated into the design and do not require additional square footage or cost.

#### *Flood Elevations*

Not Applicable. The new facility will meet the most stringent Flood Elevation requirement and will not adversely affect access to FEMA funding due to elevation (s); therefore, there will be no adverse impacts on insurance rates.

#### *Structural Condition and Modifications*

Not Applicable. A new facility will not require additional structural investigation or modification and will not have unforeseen conditions that could affect cost and schedule. The potential environmental contamination posed by sand blasting and painting is eliminated upon removal of the existing facility.

#### *Life/ Safety*

Not Applicable. Life Safety variances are eliminated by the new design.

#### *Zoning – Setbacks & Parking*

Area of Non-compliance. The new facility does not completely eliminate the need for variances to setbacks or parking; these variances will still be required, although they can be minimized through the design.

### **Variances**

#### *Zoning – Setbacks & Parking*

Area of Non-compliance. The new facility does not completely eliminate the need for variances to setbacks or parking; these variances will still be required, although they can be minimized through the design.

**Projected Cost**

- Adaptive Reuse \$22,122,919.00
- Replacement/New Build \$21,166,721.00
- Increased cost for adaptive reuse **\$956,198.00**

Through lessons learned on previous renovation and rehabilitation projects, the RSD typically incurs a 15% cost increase due to unforeseen conditions uncovered during the selective demolition process. The RSD typically experiences less than 3% cost increases in new construction, and these are primarily driven by changes in materials or code modifications. These increases would be on top of the estimates provided by Holly and Smith.

**Conclusion**

The challenges of adaptive reuse are more significant than involved with a new facility. Both concepts impact the neighborhood during the construction period, but the known and unknown conditions of the existing facility place a greater burden on the neighborhood through environmental conditions and length of construction. The Adaptive Reuse concept is not cost effective. Efforts to strengthen compliance will be anticipated to further exacerbate the delta between the costs of adaptive reuse and new construction.

The Adaptive Reuse concept does not comply with the Recovery School District’s Master Plan Education Specifications. In its current concept, it would need further modifications to optimize the concept’s potential for greater conformance with the Education Specifications as well as to minimize the risk of cost escalations and schedule extensions. Nevertheless, further modifications will not resolve the areas of non-compliance with the Education Specifications.

The Louisiana Department of Education (Department), along with its Recovery School District, has carefully evaluated the alternatives of Adaptive Reuse and New Construction for the Wheatley School site. The Department has determined that the Adaptive Reuse of Wheatley School is educationally inadequate. At the same time, the Adaptive Reuse concept draws resources away from the pool of funds available to support other projects within the Master Plan as a result of projected increased costs compared with new construction. Further, the community has vociferously expressed its commitment to educational equity which cannot be provided for within the Adaptive Reuse concept. In consideration of these material and irretrievable weaknesses, The Department has determined that Adaptive Reuse is not a feasible alternative.

ATTACHMENT 3: RSD's *Consideration of Alternative Sites with RSD or OPSB Control and Wheatley Relocation and Alternate Site Consideration*

**PHILLIS WHEATLEY SCHOOL FEASIBILITY ANALYSIS**  
**Consideration of Alternative Sites with RSD or OPSB Control**  
**FEMA's Section 106 Consultation**  
**August 17, 2010**

**Consideration of Alternative Sites**

Coming out of a recommendation from consulting parties as part of FEMA's Section 106 Consultation on the Wheatley School, the Recovery School District has evaluated the alternative of placing an elementary school on another outside of its and OPSB's control as an alternative to demolishing the Phillis Wheatley Elementary School.

**Sites Listed for Sale**

At this time, there is one property for sale that meets the site procurement requirement of not less than 3 acres which is the Master Plan standard for new elementary school sites not currently within the control of New Orleans Public Schools (OPSB and RSD). This site is located at 300 North Broad Street in New Orleans, LA (300' x 475').

The site location is not an optimum site relative to the distribution of other elementary schools defined within the Master Plan and is located less than a mile from the Wheatley site. Nothing is known about the site conditions. The site is improved by a 59,538 square-foot commercial complex that would require demolition.

The list price is \$3,150,000.

RSD evaluated the market in December 2009 and July 2010 for properties at or above 3 acres. On both occasions, this was the only listing found within a 3 mile area. As such, no unsuitable listings were rejected.

**Conclusion**

The Louisiana Department of Education (Department), along with its Recovery School District, has evaluated the alternative of procuring a new site for the Wheatley School site.

RSD has determined:

- (1) There is no appropriate, alternate site listed for sale.
- (2) Procurement of a site through RSD has no precedence related to its authority to procure land, despite its "rights and responsibilities of ownership." Defining this authority would require the development of legal procedures on the part of RSD and OPSB to execute any property transactions stemming from RSD land procurement.
- (3) RSD cannot utilize financial resources from its primary funder, FEMA, for the procurement of an alternate site and does not have another funding stream available to

procure. Were this possible, RSD has not earmarked funding in its capital budget for the procurement of land.

As such, the Louisiana Department of Education, in association with its Recovery School District, has determined that procuring a new site as an alternative to demolition of the existing Wheatley facility is not a feasible alternative.

Enc. (1)

### **Wheatley Relocation and Alternate Site Consideration**

Relocation to Former Andrew Bell Jr. HS

#### **Former Convent** (northern most property)

Bounded by Ursulines Ave, North Galvez St, S1. Phillip and North Johnson  
Construction of the Original Chapel completed in the late 1800's  
Construction of the Convent about 1906  
Construction of the Gymnasium about 1936  
Within the Esplanade Ridge Historic District

#### **Conversion of Former Convent into a school is not feasible because of the following reasons:**

1. Advanced State of Deterioration
  - 1.1. Cost to renovate is expected to exceed \$300 per square foot, Wood rot and termite damage is extensive
  - 1.2. Cost to renovate the existing one story buildings along S1. Phillip St exceeds the cost to rebuild, these would be demolished and possibly replaced
  - 1.3. Stabilization costs alone expected to exceed \$1,000,000
2. Does Not meet the School Facilities Master Plan for Orleans Parish Requirements
  - 2.1. Current Gym does not meet the requirements of the Education Specification (too small and poorly equipped)
  - 2.2. The Cafeteria is housed under the Gymnasium on the ground floor and does not meet the current design requirements. The ceiling heights are too low, serving space is inadequate and it appears to be below the Base Flood Elevation. A new Cafeteria will need to be included in any new addition constructed
  - 2.3. School-within-a-School requirements would be difficult to meet with the existing building configuration. Construction of a new wing would be needed but it would not fully address this condition
  - 2.4. Existing buildings will not house all of the required spaces and a new wing would need to be constructed containing approximately 38,000 square feet.
3. Cost is Higher than Wheatley New Construction
  - 3.1. Design Fee is increased for renovations by 25%
  - 3.2. Because of condition, renovation cost expected to exceed \$300 per square foot
  - 3.3. Renovation estimates exceed the New Wheatley budget by \$12,000,000. Current estimates using this facility, including additions and fees is \$33,000,000.

4. Site Constraints
  - 4.1. Due to current position of existing buildings there is limited space to construct additional buildings and needed parking
  - 4.2. Student safety concerns due to proximity to the mothballed Christy Building
  - 4.3. Outside parties are interested in Bell for Alternative uses
5. Other Concerns
  - 5.1. Constitutional consideration/constraints on use of this former religious facility as a public school due to significant religious iconography
  - 5.2. Removal of religious iconography would undermine the character defining features of this building
6. August 2013 School Opening would be Delayed
  - 6.1. Potential Adverse Effects to the Esplanade Ridge Historic District will need to be addressed before design can begin delaying the design process
  - 6.2. Stabilization would need to occur before any serious investigative work could begin delaying the design process by approximately 6 months

**Existing Christy Building Site** (southern most property)

Bounded by North Galvez St., St. Phillip St., North Johnson St. and Dumaine St.  
Constructed during the early 20th century

**Conversion of the Former Christy Building and site into a school is not feasible because of the following reasons:**

1. Advanced State of Deterioration
  - 1.1. Cost to renovate is expected to exceed \$300 per square foot
  - 1.2. Wood rot and termite damage is extensive
  - 1.3. Masonry Condition will need to be studied, based on other renovations major reconstruction is expected
2. Does Not meet School Facilities Master Plan for Orleans Parish Requirement
  - 2.1. Christy building will house classrooms that do not conform to the Education Specification in size and adjacencies
  - 2.2. Existing building will only house 340 students
  - 2.3. An addition of approximately 58,000 square feet will be required to include classrooms, cafeteria, gym, health center
  - 2.4. Master Plan requires access from a minimum of three surface streets to separate deliveries from student drop off and pick up, only two streets are available North Galvez and North Johnson. St Phillip St. belongs to the OPSB and is subject to closure.
3. Cost is Higher than Wheatley New Construction
  - 3.1. Design fee is increase for renovations by 25%
  - 3.2. Because of condition, renovation cost expected to exceed \$300 per square foot
4. Site Constraints
  - 4.1. Existing site is approximately 92,500 square feet

- 4.2. Residential homes on the Dumaine Street side reduce the property square footage by approximately 12,800 square feet, reducing useable area. It is further reduced by a 50 foot set back that Code requires between the residential homes and the adjacent building, reducing square footage by 6,400 square feet to approximately 85,800. After eliminating the existing buildings foot print and set back approximately 44,232 square feet remains for new buildings and green space. After elimination of areas that cannot be built upon the remaining land is too small to support the additional 57,610 square foot addition required and allow for adequate green space and play yard. Variances would still be required for setbacks along the property line, without these variances buildable area is reduced further. The current Wheatley site contains approximately 96,000 available square feet.
  - 4.3. The existing green space is currently being used by John McDonogh as a practice field. John McDonogh does not have access to another practice facility.
  - 4.4. Safety concerns due to proximity to the mothballed Bell School buildings
5. August 2013 Opening would be Delayed
    - 5.1. Potential Adverse Effects to the Esplanade Ridge Historic District will need to be addressed before design can begin, delaying the design process
    - 5.2. Stabilization would need to occur before any serious investigative work could begin, delaying the design process by approximately 6 months

**Alternate Site Purchase Consideration**

- ~ Only one site available for purchase, former grocery located at 300 North Broad St.
- ~ Site contains an existing 59,538 square foot building
- ~ Owner is asking \$3,150,000, making it cost prohibitive
- ~ RSD cannot acquire land
- ~ RSD cannot assume debt for land purchase
- ~ FEMA dollars cannot be used toward a purchase
- ~ Site is located too close to another school
- ~ Site is across Orleans Ave causing students to traverse at least two major traffic arteries to and from school
- ~ Constructed in 1965, demolition and abatement cost have not been assessed

## ATTACHMENT 4: List of photographs

Prior to implementing the Undertaking, the Phillis Wheatley Elementary School will be photographed. The photographs will comply with Historic Architecture Buildings Survey (HABS) recordation, to include large-format photographs produced as contact prints from 4x5 and/or 5x7 black-and-white negatives. The formats will allow maximum enlargement with minimal loss of detail and clarity, and the black-and-white processing allows for archival stability. The photographs at a minimum shall include the 29 photographs listed below.

### EXTERIOR:

#### Elevated Classroom Building

1. View of Northeast elevation
2. View of Northeast elevation (with scale device)
3. Oblique view taken from the Northwest corner
4. Oblique view taken from the Southeast corner
5. Oblique view taken of West elevation (to mimic historic photographs)
6. Detail of stairway
7. View of trusses to capture the repetition
8. Detail of truss configuration
9. Detail of window wall
10. View of concrete piers to capture the repetition
11. View of exterior second floor walkway
12. View of restrooms to include the context of their location
13. View of covered play space (to include tiled numbers on the ground level)

#### One story Cafeteria/Auditorium Building

14. View of Northeast elevation
15. Oblique view taken from the Northwest corner
16. Oblique view taken from the Southeast corner

#### Playground Equipment

17. Overall view of the playground equipment
18. Detail of slide to include the logo on the stairs

#### Context

19. View of the Campus to include both the Elevated Classroom Building and the Cafeteria/Auditorium
20. View of some surrounding houses to include the Elevated Classroom Building

### INTERIOR:

#### Elevated Classroom Building

21. View of typical classroom from doorway
22. View of typical classroom from window wall
23. Detail of classroom cabinets to include decorative circular holes, sink and hardware
24. Detail of corkboard and chalkboard to include hardware
25. Detail of coat rack/shelf in a classroom
26. View of interior restroom to include sinks and glazed block wall

One Story Cafeteria/Auditorium

27. View of Cafeteria/Auditorium room (to include former stage area and skylights)
28. Detail of hourglass shaped light fixture

ATTACHMENT 5: Distribution List for the Solicitation of Interest for the Relocation of the Wheatley School Components

List of organizations/individuals to receive the Wheatley Solicitation of Interest

- Geoff Moen  
Lafitte Greenway Project Manager  
[gnmoen@cityofno.com](mailto:gnmoen@cityofno.com)
  
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[mkimball@prcno.org](mailto:mkimball@prcno.org)
  
- Printed media
  - Time Picayune
  - Baton Rouge Advocate
  - Daily Journal of Commerce
  - Sun Herald
  
- LA SHPO website

- OPSB
- RSD website
- Other alternative printed media
- Signboards posted on site
- Press releases
- Consulting parties

## ATTACHMENT 6: Solicitation of Interest for the Relocation of the Wheatley School Components

### Wheatley School Components Relocation – Letter of Interest Information Sheet

#### Purpose

As part of the review under Section 106 of the National Historic Preservation Act, the Recovery School District (RSD) is considering the relocation of the Phillis Wheatley School's historic Charles Colbert (1954) elevated classroom building, located at 2300 Dumaine St., New Orleans, Louisiana.

RSD is seeking letters of interest in order to prepare for possible relocation and reuse of the Wheatley School building components and to plan selective demolition in accordance with interest and an interested party's capabilities to successfully execute relocation.

#### Options Available under Consideration

**Option 1:** Relocation and reuse of building components to be reutilized as part of a new or expanded facility (building)

**Option 2:** Relocation and reuse of building components to be reutilized as a sculptural or art piece or interpretation

#### Criteria & Guidance under Consideration

**Who can apply?** Any individual, public entity, private non-profit, or for-profit organization may submit a letter of interest.

- *Anticipated procurement procedures for interested Louisiana State Agencies:* After submitting a letter of interest, RSD and LDOE in-house counsel will work with staff and agency-designated counsel to evaluate feasibility and determine appropriate opportunities for inter-agency transfer.
- *Anticipated procurement procedures for other interested agencies:* After submitting a letter of interest, any interested party or agency will pursue component(s) of Wheatley through the public bid process for the building component(s) only (land is not included).
- *Expressions of interest do not constitute an implied or expressed agreement* for the transfer of relocation of Wheatley School's building components; an interested party is under no commitment by submitting a letter of interest. RSD is collecting letters of interest for informational and planning purposes only.

#### Costs

RSD will absorb some costs of selective demolition of Wheatley School in order to make building components available for relocation. These costs are not to exceed current market cost for selective demolition estimated to be no greater than \$12 per square foot. The successful, interested party will be responsible for all costs associated with removal of requested components from the Wheatley site and thereafter and will be required to complete work within a strict time-table with performance outcomes (e.g. design, financing, on-site work initiation, complete removal of specified components from Wheatley site), leaving the site clean and safe for continuing development efforts.

#### Other information

Structural components are heavily rusted and may require bracing and/or temporary repairs by the successful interested party to facilitate relocation. RSD will remediate hazardous materials in conformance with DEQ requirements. Analyses will be made available to interested parties on extent of hazardous materials contamination and RSD's removal plan for all hazardous materials found. Successful, interested party will be responsible for all permitting, staging, zoning and reuse and cost related to the relocation.

**Letter of Interest Deadline: October 30, 2010 at 3 PM** (See address on appended form). A tour of the site will be conducted on Friday October 1, 2010 at 10am. This visit is not a requirement but it is highly recommended that interested parties attend. Interested parties unable to attend may arrange a viewing at a mutually agreeable time.

**Deadline to remove components from Wheatley site: August 2011.** This involves the full and complete removal of specified Wheatley School components (and any rehabilitation of site, as necessary) from its current site.

**Are there restrictions? Yes.**

- Components can only be used for Option 1 or Option 2 (above). No other option (such as recycling the structural steel as part of the interested party's relocation) may be pursued.
- The successful bidder must comply with a series of restrictions that are currently in development. These are expected to include:
  - The removal of all specified components being relocated must be completed by August 2011 and in accordance with RSD's selective demolition process.
  - Performance benchmarks must be met in order to preserve the relocation option by the successful, interested party such as:
    - Successful procurement via State inter-agency transfer or bid process
    - Designs must be completed and approved by RSD on a specific timeline (see draft timeline)
    - Indemnification requirements satisfied; successful interested party assumes risk for removal of components and thereafter
    - Funds must be earmarked for performance of work
    - Construction contracts must be in-force in time for work completion deadline
    - Work must commence with adequate time for work completion deadline despite dynamic factors such as weather
    - Work must be completed on schedule
    - The successful interested party is required to secure all permitting and fulfill all government compliance requirements associated with removal of components and thereafter. Permits and approval must be granted prior to commencement of work
    - The successful interested party is responsible for all costs of the removal and any cost thereafter and may include preparation of components on-site
    - The successful interested party is responsible for all costs to execute the removal of components from the site and relocation
    - There may be restrictions concerning ground disturbance
    - Salvage or recycling of building components only is prohibited except as necessary for building component relocation
    - Plan must include relocation and reuse of building components.

## Wheatley School Components Relocation – Letter of Interest

Expressions of interest do not constitute an implied or expressed agreement for the transfer of relocation of the components of the Phillis Wheatley School’s Elevated Classroom building – interested parties are under no commitment. RSD is collecting letters of interest for informational purposes only. Submission of this Letter of Intent does not obligate either the RSD or the interested party. The RSD reserves the right to reject any Letter of Interest should the intended use by the interested party not conform to the options under consideration.

Interested Agency/Firm \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Point of Contact(s) \_\_\_\_\_

Phone(s) \_\_\_\_\_

Email \_\_\_\_\_

**Option(s) being considered** (check all that apply)

*Option 1:* Relocation and reuse of building components to be reutilized as part of a new or expanded facility (building)

*Option 2:* Relocation and reuse of building components to be reutilized as a sculptural or art piece or interpretation

-I consent to RSD releasing our organization’s contact information to other parties who have expressed interest in Wheatley School components as well as Wheatley Section 106 consulting parties. I understand that my completed Letter of Interest may be subject to the Louisiana Public Records Law (La. R.S. 41:1 *et seq.*).

**Information request** - Please attach a brief narrative outlining the following:

- Preliminary plans to utilize Wheatley facility building components, including option(s) under consideration.
- Intention to immediately reuse component(s) or stage materials at an interim location.
- Ability to support costs associated with the project.
- Ability to design relocation and mobilize contractor to meet benchmarks for on-time, all work for removal must be completed by August 2011.

**Letter of Interest Submission Deadline: October 30, 2010 at 3 PM** for the full and complete removal (and any rehabilitation of site, as necessary) of Wheatley School components. A tour of the site will be conducted on Friday October 1, 2010 at 10am. This visit is not a requirement but it is highly recommended that interested parties attend.

**Submission Address**

Jacobs/CSRS  
909 Poydras St Suite 1200

New Orleans, LA 70112  
Attn: Nicole Boothman-Shepard  
Questions: [nicole.boothman-shepard@jacobs.com](mailto:nicole.boothman-shepard@jacobs.com) or 504.202.8501

*RSD intends to remove the following items from the facility prior to relocation by a third party*

### **Wheatley Selective Demolition for Building Relocation**

#### **Hazardous Materials**

- Testing to identify presence of Asbestos, Lead Paint and Biological contaminants
- Remove all Asbestos containing material, Lead Paint and Biological Hazards

#### **Mechanical Systems**

- Remove equipment that contained Freon
- Remove any remaining mechanical and electrical equipment
- Remove any remaining plumbing fixtures

#### **Draft Timeline**

- Solicit Letters of Intent (30 days) September 30-October 30, 2010
- Projected public bid (60 days) October 30 2010-December 30, 2010
- Selective demolition contract approval BESE (30 days) December 2010
- Selective demolition architect design (60 days) January-February 2011
- Selective demolition bid (60 days) February-March 2011
- Selective demolition begin (120 days) April 2011
- Selective demolition complete (210 days) July 2011
- Completion of relocation (300 days) August 2011