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PROGRAMMATIC AGREEMENT

**Among the U.S. Department of Veterans Affairs Clement J. Zablocki Veterans Affairs Medical Center
and Veterans Integrated Service Network 12,
the Advisory Council on Historic Preservation,
the Wisconsin State Historic Preservation Officer,
and the National Park Service**

Regarding Undertakings at Zablocki Veterans Affairs Medical Center

WHEREAS, the U.S. Department of Veterans Affairs (VA) Clement J. Zablocki Veterans Affairs Medical Center (Zablocki VAMC) and Veterans Integrated Service Network 12 (VISN 12), in order to serve Veterans and continue on-going campus wide management, authorizes, carries out or causes to be carried out, a variety of undertakings, included but not limited to, maintenance, repair, construction, and demolition of buildings, structures, parking lots, and maintenance of the landscape; and

WHEREAS, Zablocki VAMC and VISN 12 have determined that these undertakings may have an effect on the Northwestern Branch, National Home for Disabled Volunteer Soldiers Home National Historic Landmark (NHL), the Northwestern Branch, National Home for Disabled Volunteer Soldiers Home National Register Historic District (NRHD), the Soldiers Home Reef NHL (see Appendices B & C), and three National Register-eligible archaeological sites (47 MiMI-395, 47 MiMI-397, 47 MiMI-396), hereinafter referred to collectively as "Historic Properties"; and

WHEREAS, Wood National Cemetery is under the authority of VA's National Cemetery Administration and any proposed undertakings within it shall not be covered by the provisions of this Programmatic Agreement (PA); and

WHEREAS, the PA regarding construction of the Community Living Centers, executed on September 29, 2011, and amended on January 29, 2014, and September 25, 2015, Stipulation IV requires a campus-wide PA to be executed prior to its expiration on September 25, 2016; and

WHEREAS, Stipulation II.A.1.c. of the 2011 PA, as amended in 2014, and 2015, requires a Memorandum of Agreement (MOA) to be executed for structural repairs of Building 2; and

WHEREAS, the PA executed on February 5, 1986, and the PA executed on September 29, 2011, and amended in 2014, and 2015, shall be superseded by this PA; and

31 **WHEREAS**, pursuant to Section 106 of the National Historic Preservation Act (NHPA), Zablocki VAMC and
32 VISN 12 have determined it is appropriate to develop a PA in accord with implementing regulations, 36
33 CFR §800.14(b); and

34 **WHEREAS**, Section 110 (a) and (f) of NHPA and 36 CFR §800.10(a) require Zablocki VAMC, to the
35 maximum extent possible, to undertake such planning and actions as may be necessary to minimize
36 harm to the NHL; and

37 **WHEREAS**, pursuant to 36 CFR § 800.3(c), Zablocki VAMC has initiated consultation with the Wisconsin
38 State Historic Preservation Officer (WISHPO); and

39 **WHEREAS**, pursuant to 36 CFR §800.10(b) and §800.14(b), Zablocki VAMC requested that the Advisory
40 Council on Historic Preservation (ACHP) participate in consultation and the ACHP is participating; and

41 **WHEREAS**, pursuant to 36 CFR §800.10(c), Zablocki VAMC has notified the Secretary of the Interior
42 through the National Park Service (NPS) and invited the NPS to participate in consultation and the NPS is
43 participating; and

44 **WHEREAS**, the National Trust for Historic Preservation (NTHP), the Milwaukee Preservation Alliance and
45 the City of Milwaukee Historic Preservation Office were invited to participate in consultation and are
46 invited to concur in this PA; and

47 **WHEREAS**, pursuant to 36 CFR Part 800.3 (f), Zablocki VAMC identified and invited the Forest County
48 Potawatomi Community, Prairie Bend of Potawatomi Nation, Hannahville Indian Community, Citizen
49 Potawatomi Nation, Bad River Band of Lake Superior Chippewa Indians, Lac Courte Oreilles Band of Lake
50 Superior Chippewa Indians, Lac du Flambeau Band of Lake Superior Chippewa Indians, The Ho-Chunk
51 Nation, Menominee Indian Tribe of Wisconsin, Oneida Tribe of Wisconsin, Stockbridge-Munsee
52 Community Band of Mohican Indians, Sokaogon Chippewa Community and the St Croix Band of Lake
53 Superior Chippewa Federally-recognized tribes within Wisconsin to participate in consultation, but none
54 responded with interest in participating in this PA; and

55 **WHEREAS**, Buildings 1, 2, 14, 18, 19, and 62 at Zablocki VAMC were submitted into the VA's Office of
56 Asset Enterprise Management (OAEM), Enhanced Use Lease (EUL) Program in 2015; and

57 **WHEREAS**, the Zablocki VAMC has appointed a full-time Historical District Liaison to oversee and report
58 on implementation of this PA; and

59 **NOW, THEREFORE** Zablocki VAMC, VISN 12, the ACHP, the WISHPO and the NPS agree that Zablocki
60 VAMC shall implement the following stipulations to take into account undertakings and their effects on
61 historic properties in accord with Sections 106 and 110 of the NHPA.

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STIPULATIONS

66 I. PROFESSIONAL STANDARDS

- 67 A. Review of undertakings that have the potential to affect the Historic Properties, review and
68 acceptance of consultants' reports, adaptive re-use plans for historic properties, and historic
69 landscape maintenance plans shall be under the oversight, supervision or carried out by a person
70 or persons meeting the professional qualifications for Architectural Historian under Standard (a),
71 or a Historical Architect meeting Standard (a) or (b), in the Secretary of the Interior's Historic
72 Preservation Professional Qualification Standards (Federal Register Volume 62, No. 119, pg.
73 33713, 33719, 1997). Persons qualifying under this stipulation shall have documented
74 professional experience and expertise applying the Secretary of the Interior's Standards for
75 Treatment of Historic Properties. All determinations as to whether or not a proposed scope of
76 work is consistent with the Secretary's Standards, and whether or not the work will result in an
77 adverse effect on a historic property, must be signed by the historic preservation professional.
78 This position may be Zablocki VAMC staff or a contractor/consultant who meets the
79 requirements.
- 80 B. When the landscape within the NHL, as defined by the Historic American Landscape Survey
81 documentation, may be affected by a proposed undertaking, a person meeting the Secretary of
82 Interior's (SOI) Professional Qualification Standards for a Historical Landscape Architect under
83 Standard (a) or (b), shall review the proposal for new landscaping, landscape maintenance efforts
84 and tree replacement (Federal Register, Volume 62, No. 119, pg. 33720). This position may be
85 Zablocki VAMC staff or a contractor who meets the requirements.
- 86 C. In the event any archaeological investigations are conducted at Zablocki VAMC, the work shall be
87 carried out by, or under the supervision of a person or persons meeting the professional
88 qualifications for Archeologist in the SOI's Historic Preservation Professional Qualification
89 Standards (Federal Register Volume 62, No. 119, pg.33172).
- 90 D. All reviews of undertakings conducted under Appendix A of this PA shall be done by an
91 appropriate professional that has completed the requirements in Stipulation I.A., I.B., I.C. or a
92 VAMC project manager, project engineer, and/or consultant that meet the minimum training
93 requirements of the program outlined in Stipulation II.B - F.
- 94 E. When Zablocki VAMC utilizes contracts and/or contractors to complete work governed by this PA
95 and the Area of Potential Effect (APE) for that work includes any of the Historic Properties, source
96 selection criteria and contract performance requirements shall specifically include the
97 requirement for appropriate professionals that meet the SOI Historic Preservation Professional
98 Standards as referenced in Stipulations I.A., I.B. and I.C.

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103 II. PERSONNEL TRAINING

- 104 A. Zablocki VAMC shall ensure that key personnel including the Historical District Liaison complete
105 Section 106 and 110 training, as offered by qualified historic preservation specialists.
- 106 B. Within six months of PA execution, Zablocki VAMC shall develop, with assistance of persons
107 meeting the professional qualification standards in Stipulation I, and distribute for review and
108 comment to all consulting parties to this PA a Training Program plan for VA employees, including
109 but not limited to project managers, project engineers, and contract personnel, who are
110 responsible for decision-making related to projects that may affect Historic Properties. After
111 considering all comments, the VA shall distribute to all consulting parties the final Training
112 Program plan.
- 113 C. The Training Program shall include, but is not limited to explanations, descriptions and
114 representations:
- 115 1. for understanding and applying the principles set forth in Stipulation I and the
116 review process described in Stipulation IV and Appendix A.;
 - 117 2. for the Application of the Secretary of the Interior's Standards and Guidelines for
118 the Treatment of Historic Properties;
 - 119 3. of archaeological principles for the identification and treatment of buried resources;
 - 120 4. of the various parties' responsibilities under the NHPA.
- 121
- 122 D. Zablocki VAMC shall implement the Training Program within six months of finalization of the
123 Training Program plan.
- 124 E. Once the Training Program has been implemented, Zablocki VAMC shall ensure that all VA
125 employees that provide repair and maintenance services to the buildings indicated in Appendix
126 C participate in the Training Program prior to initiation of construction or ground disturbing
127 activities.
- 128 F. Training completed by VA employees will be recorded in the Training Management System
129 (TMS) already used by VA employees and will be reported in the biannual progress report in
130 accordance with Stipulation VII.
- 131 G. Within 9 months of execution of this agreement, Zablocki VAMC shall develop an online site
132 with a series of modules and other reference resources to include, but not to be limited to, the
133 executed PA, the NRHP Nomination, the NHL Documentation, the archeological sites
134 determinations of eligibility, the 1992 3 Volume Zablocki Historic Property Report, the Zablocki
135 Historic Landscape Plan, to supplement or provide as necessary the Training Program. The
136 online site shall be developed with assistance of persons meeting the professional qualification
137 standards in Stipulation I.
- 138 H. The Historical District Liaison and the Zablocki VAMC Employee Education department shall
139 maintain the online site. When completed, Zablocki VAMC shall utilize the online site in the
140 training in Stipulation II. B. and C. Until completed, Zablocki VAMC shall conduct training using
141 available materials for NHPA and the SOI Standards for Treatment of Historic Properties.
142 Additional training will occur as needed for area specific employees as resources are identified
143 and become available, and as provided in other PA Stipulations.

144 **III. Interpretive Activities**

- 145 A. Due to the national significance of the campus and its role in the history of federal care for
146 veterans, there has been and will continue to be, an interest in the campus by veterans,
147 organized groups, educational facilities and preservation groups. Individuals or groups should
148 request access as soon as possible or 30 days prior to a proposed event through the Community
149 Engagement and Relations Division for approval by the VAMC Director.
- 150 B. Any proposed interpretive signs, walking tour guides and apps describing the historic buildings
151 and landscape that may be developed by Zablocki VAMC shall be reviewed for accuracy by an
152 Architectural Historian or Historical Architect meeting the requirements in Stipulation I. A. or B.
153 prior to public distribution or use.

154 **IV. Review of Project Effects**

155 A. Projects Requiring No Further Review

- 156 1. When personnel meeting the criteria in Stipulation I determine that an undertaking does not
157 have the potential to affect the Historic Properties within the Zablocki VAMC, or the
158 undertaking is listed in and to be performed in accordance with Appendix A, then no further
159 review is required.
- 160 2. These determinations shall be documented, recorded, and reported in accordance with
161 Stipulation VII.

162 B. Projects with Potential Effects but Not Adverse and Not Listed in Appendix A

- 163 1. If personnel meeting the criteria in Stipulation I determine that an undertaking
164 different from those listed in Appendix A has the potential to cause effects on historic
165 properties but will have no adverse effect, Zablocki VAMC shall seek concurrence with the
166 finding from the WISHPO and NPS. A copy of the finding shall be provided to the consulting
167 parties to this PA Summary documentation shall be provided to all parties according to
168 Stipulation VII A. and B. twice per year.
- 169 2. If the WISHPO, NPS, or any consulting party disagrees with the finding, it shall state in
170 writing the reasons for the disagreement within 30 days of receipt of the finding. The
171 procedure in Stipulation X shall be followed to resolve the objection.
- 172 3. If the determination of No Adverse Effect is conditioned upon the undertaking's consistency
173 with any of the SOI Standards, Zablocki VAMC personnel meeting the qualifications at
174 Stipulation I shall review and comment on the plans, drawings, specifications, and any
175 necessary modifications to the undertaking. All personnel shall coordinate efforts among
176 the project manager, project engineers, and contract personnel to insure the conditions
177 shall be implemented as documented in the review process. Any conditions placed on the
178 undertaking shall be in writing with concurrence signatures of Zablocki VAMC, NPS, and
179 WISHPO.
- 180 4. If, within 30 days of receipt of the determination, no objections are received and all
181 proposed conditions are accepted, Zablocki VAMC may proceed with the undertaking.

182 5. Zablocki VAMC personnel have the responsibility to coordinate with project managers and
183 contracting personnel to ensure fulfillment of the Section 106 conditions or stipulations
184 during and following construction.

185 C. Projects with Adverse Effects

186 1. Zablocki VAMC shall initiate consultation with all consulting parties to this PA
187 in accordance with 36 CFR § 800.6 and § 800.10 for any undertaking having an adverse
188 effect, including demolition by neglect, on any identified historic properties within Zablocki
189 VAMC.

190 2. If the adverse effect cannot be avoided, an MOA shall be developed, among the consulting
191 parties. The MOA shall identify the measures, conditions, and additional efforts agreed to
192 during the consultation that will reduce, minimize, or mitigate the adverse effects.

193 V. All Vacant and Underutilized Historic Buildings

194 A. Zablocki VAMC shall on the current inventory of vacant and underutilized historic buildings
195 continue to program for measures that will support the long-term stabilization and adaptive
196 reuse for all vacant and underutilized historic buildings. Zablocki VAMC and VISN 12 shall seek
197 funding for the following initiatives at every opportunity and shall include costs for such
198 initiatives in VA's annual Strategic Capital Investment Plan (SCIP) ten year planning process,
199 within the guidelines of the VHA SCIP program with emphasis on their priority given by Zablocki
200 VAMC and VISN 12. As funding becomes available, Zablocki VAMC shall execute stabilization
201 measures.

202 B. Zablocki VAMC shall report on the results of funding requests, executed stabilization and repair
203 measures, and reuse opportunities as part of the bi-annual summary report required under
204 Stipulation VII.

205 C. If a vacant or underutilized historic building is leased under the EUL program, Section 111, or
206 any other mechanism that enables a party other than VA to repair and use the buildings
207 (Stipulation VI), this stipulation (V) is no longer applicable.

208 D. The VAMC Historical District Liaison and/or the appropriate Facilities Management personnel
209 shall conduct routine external visual inspections at least monthly and after major weather
210 events, of all vacant and underutilized historic buildings to evaluate existing conditions and
211 identify any new conditions that will require stabilization or repair through the measures
212 outlined below.

213 E. At least biannually and as needed, the VAMC Historical District Liaison and key personnel
214 trained under Stipulation II. A. shall conduct an interior inspection and walk through of all vacant
215 and underutilized historic buildings to evaluate existing conditions and identify any new
216 conditions that will require stabilization or repair. The consulting parties may request
217 permission to participate in the interior inspections. The results of these inspections and walk-
218 throughs, including photographs, shall be reported on in the bi-annual summary report.

219 F. Building 2

220 1. Using the review procedures outlined under Stipulation IV, Zablocki VAMC shall execute
221 work orders and other maintenance projects (when funding as outlined above is
222 available) that repair and maintain the long-term stability of Building 2. The repairs shall
223 focus on addressing identified system failures and water infiltration problems as
224 previously identified or as identified during routine inspections.

225 2. Zablocki VAMC shall utilize its existing work order system to submit for minor/routine
226 repair projects (e.g., broken window boarding, mortar patch). The work orders are
227 subject to prioritization and conducted in accordance with the procedures outlined in
228 Stipulation IV.

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230 G. Building 41
231 1. The General Ulysses S. Grant stained glass window shall remain safely wrapped,
232 packaged, and stored. When the building is ready to be returned to service, Zablocki
233 VAMC shall re-install the window in Building 41. Zablocki VAMC shall ensure a
234 professional meeting the requirements of Stipulation I. A. will oversee the re-installation
235 of the window. If an opportunity for the safe and appropriate display of the window is
236 submitted to the Director in writing, Zablocki VAMC shall notify the signatories and
237 consulting parties and seek their input in the review of the request before the Director
238 makes the decision.

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240 **VI. Leases and External Users**

- 241 A. Zablocki VAMC and VISN 12 have authority to develop leases and land use agreements for
242 buildings and land. For proposed leases for structures within the NHL or NRHD, personnel
243 meeting Stipulation I. A. requirements shall review the Request for Proposals or Concept Paper
244 prior to public notice or additional VA review to determine if there will likely be an effect to the
245 Historic Properties.
- 246 B. If a lease has the potential to affect Historic Properties, the proposed lease shall be subject to
247 review through the standard Section 106 process. The Section 106 review must occur early in the
248 lease process prior to final commitments by Zablocki VAMC.
- 249 C. Zablocki VAMC, in partnership with the NTHP and others, shall continue to pursue potential
250 lessees, including those contemplated under NHPA Section 111, for all vacant and underutilized
251 historic building at the VAMC.
- 252 D. Buildings 2 and 41 specifically warrant re-use with EUL, NHPA Section 111.1 or other leasing
253 options.
- 254 E. A bi-annual summary report shall be provided to all consulting parties to indicate any progress on
255 potential leases and pending actions.

256 **VII. Monitoring and Reporting**

257 A. Two on-site meetings shall be held with the Zablocki VAMC, VISN 12, ACHP, WISHPO, NPS,
258 concurring parties and any additional consulting parties. The date of each meeting shall be
259 agreed upon by a majority of the parties at least two months in advance for planning purposes.
260 Additional meetings may be scheduled as necessary.

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266 B. At least three weeks prior to the on-site meetings, Zablocki VAMC shall provide summary
267 documentation to all consulting parties.

268 a. The summary documentation for all actions taken under Stipulation IV, V, VI and
269 Appendix A shall include: i. A list and description of all actions conducted and planned
270 under Stipulation IV, V, VI, and Appendix A during the period since the previous on-site
271 meeting. ii. For each action, photographs, maps, and any visual illustrations of the project
272 actions and its effects, or lack thereof, on the historic buildings, structures, objects or
273 landscape features. iii. Name of Zablocki VAMC personnel qualified under Stipulation I
274 that reviewed the project under Stipulation IV, V, or for Appendix A consideration, and
275 date of the decision for approval. iv. Date of project completion.

276 b. The summary documentation shall also include:

277 i. Documentation of the development and implementation of the Training Program
278 outlined in Stipulation II and documentation of training given or taken per Stipulation II.
279 ii. A summary of all on-going/planned construction projects that may affect the NHL or
280 other historic properties. The summary may be presented with text and visuals in Power
281 Point or other medium. The VAMC shall make copies of any presentations available to all
282 consulting parties. iii. A summary of efforts made to encourage and commit to re-use of
283 all vacant and underutilized historic buildings, with specific attention to Buildings 2 and
284 41.

285 C. Assessment of Implementation of the PA

286 1. Bi-annual meetings will provide Zablocki VAMC, VISN 12 and consulting parties, an
287 opportunity to evaluate the implementation and effectiveness of the agreement.
288 2. Issues of effectiveness relative to correct and consistent adherence to any of the Secretary
289 of Interior's Standards, planning and review processes under Section 106, and information
290 sharing among all consulting parties should be regularly evaluated.
291 3. Miscommunication, lack of communication, and problems arising with the roles of
292 Professionally Qualified personnel and other personnel with regard to Stipulations of this PA
293 should be discussed and addressed during the bi-annual meetings or through formal
294 correspondence to the Zablocki VAMC Director.
295 4. Amendments to improve the implementation of the PA shall be discussed among all
296 consulting parties if there is an identified need for changes.

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302 **VIII. Discoveries**

- 303 A. If a discovery of historic or pre-contact artifacts or human remains occurs during any ground
304 disturbing activity, the activity shall cease in the immediate area of activity until a professional
305 meeting the requirements of Stipulation I. C. can verify the discovery and contact the WISHPO.
306 Consultation among Zablocki VAMC, the WISHPO, Tribes and any other consulting party that may
307 be affected by the discovery shall determine the removal, curation, and other steps to ensure
308 the material has been properly treated in accordance with the existing standards of care and
309 other federal laws and requirements.
- 310 B. The activity may be resumed when any decisions and plan for removal are agreed, implemented
311 and no additional harm to the artifacts or human remains shall occur, in accordance with all
312 appropriate laws and regulations.

313 **IX. Emergencies**

- 314 A. In the event of natural disasters, fires, sudden disruptions of utilities service, spill events, or
315 other emergency events occur; Zablocki VAMC may take actions without consultation to
316 preserve life and property. Zablocki VAMC shall notify ACHP, WISHPO, and NPS of the emergency
317 and actions taken during the event that may have affected the Historic Properties. Consultation
318 shall be conducted as soon as practicable following any stabilization activities from the event in
319 accord with 36 CFR §800.12.

320 **X. Resolving Objections**

- 321 A. Should any signatory or consulting party object in writing to Zablocki VAMC or VISN 12 regarding
322 any action carried out or proposed with regard to the implementation of this PA, Zablocki VAMC
323 and/or VISN 12 shall consult with the objecting party. If after initiating consultation, Zablocki
324 VAMC or VISN 12 determines that the objection cannot be resolved through consultation,
325 Zablocki VAMC or VISN 12 shall follow Stipulation X. B. and C.
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- 327 B. Forward all the documentation relevant to the objection, including the Zablocki VAMC or VISN 12
328 proposed resolution, to the ACHP. The ACHP shall provide Zablocki VAMC or VISN 12 with its
329 opinion on resolution of the objection within 30 calendar days of receipt of adequate
330 documentation. Prior to reaching a final decision on the objection, Zablocki VAMC or VISN 12
331 shall prepare a written response that takes into account any advice or comments regarding the
332 objection from ACHP, other signatories and consulting parties, and provide them with a copy of
333 this written response. Zablocki VAMC and VISN 12 shall then proceed according to its final
334 decision.

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- 338 C. If the ACHP does not provide its opinion regarding the dispute within the 30-day time period,
339 Zablocki VAMC or VISN 12 may make a final decision on the objection. Prior to making the final
340 decision, Zablocki VAMC or VISN 12 shall prepare a written response that takes into account any
341 comments regarding the objection from the signatories and consulting parties, and provide them
342 and the ACHP a copy of the written response.
343
- 344 D. At any time during implementation of the measures stipulated in this PA, should a member of
345 the public submit a written objection to the Medical Center Director pertaining to this PA or the
346 effect of an undertaking on the Historic Properties, Zablocki VAMC or VISN 12 shall notify the
347 signatories and consulting parties of the objection. Using VA Correspondence Guidelines,
348 Zablocki VAMC or VISN 12 shall then take the objection into account and as appropriate consult
349 with the objector and the signatories and consulting parties to resolve the objection. A written
350 response of the final decision shall be provided to the objector, the signatories, and consulting
351 parties, and shall be made available to the public through the Zablocki Freedom of Information
352 Act (FOIA) Office.

353 **XI. Amendment**

- 354 A. Zablocki VAMC, VISN 12, ACHP, WISHPO, and/or NPS may request an amendment to this PA.
355 B. When the signatories agree in writing that an amendment is necessary, all consulting parties
356 shall be invited to participate in the consultation to develop an amendment to this PA. The
357 amendment shall address any inadequacies, improvements or other changes that all consulting
358 parties have discussed in the Stipulation VIII.A., Bi-annual meetings or in other communications.
359 C. 36 CFR §800.14(b) shall govern the development of any such amendment. The amendment shall
360 be effective on the date a copy signed by all signatories listed in XII. A. is filed with the ACHP.

361 **XII. Termination**

- 362 A. If Zablocki VAMC determines that it cannot implement the terms of this agreement, or if the
363 ACHP, WISHPO, or NPS determines the agreement is not being implemented adequately, such
364 party may propose in writing to the other parties to this agreement that it be terminated.
365 B. The party proposing to terminate this agreement shall so notify in writing all parties to this
366 agreement, explaining the reasons for termination and affording them at least 30 days to
367 consult and seek alternatives to termination. The parties, including all consulting parties, shall
368 then consult.
369 C. Should such consultation fail, Zablocki VAMC or another signatory may terminate the agreement
370 by notifying in writing all other parties to the agreement.
371 D. Should this agreement be terminated, Zablocki VAMC shall either:
372 1. Comply with 36 CFR Part 800, subpart B, for each individual undertaking; or
373 2. Consult to determine if parties agree to develop a new PA, pursuant to 36 CFR
374 §800.14(b).

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376 **XIII. Duration**

377 This PA shall expire in seven years from the date of its execution. Within six months, prior to the
378 expiration of this PA, the parties shall begin consultation to discuss terms of a new PA or the
379 extension of the current PA.

380 **XIV. Other Laws, Rules, & Regulations**

381 A. No provision of this PA, whether express or implied, is intended or designed to exempt any of
382 the parties from their respective obligations, duties and responsibilities pursuant to any
383 provisions of the NHPA § 106 and 110 and/or the ACHP's implementing regulations at 36 CFR
384 Part 800 not specifically referenced herein, or any other provisions of law.

385 B. It is the responsibility each of the parties independently to recognize, understand and carryout
386 each of their respective obligations, duties and responsibilities under the NHPA § 106 and 110
387 and the ACHP's regulations at 36 CFR Part 800 and any other provisions of law.

388 **XV. Anti-Deficiency Act**

389 A. The Anti-Deficiency Act, 31 U.S.C. § 1341, prohibits federal agencies from incurring an obligation
390 of funds in advance of or in excess of available appropriations. Accordingly, the parties agree
391 that any requirement for this obligation of funds arising from the terms of this agreement shall
392 be subject to the availability of appropriated funds for that purpose, and that this agreement
393 shall not be interpreted to require the obligation or expenditure of funds in violation of the Anti-
394 Deficiency Act.

395 B. Zablocki VAMC shall make reasonable and good faith efforts to secure the necessary funds to
396 implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs
397 Zablocki VAMC's ability to implement the stipulations of this PA, Zablocki VAMC shall consult
398 with the ACHP, the WISHPO, and the NPS, in accordance with the amendment and termination
399 procedures outlined in Stipulations XI and XII.

400 Execution of this programmatic agreement and implementation of its terms evidences that Zablocki
401 VAMC and VISN 12 have afforded the ACHP reasonable opportunities to comment on the management
402 of the medical campus, and that Zablocki VAMC is taking into account the effects of on-going
403 management on the Northwestern Branch, National Home for the Disabled Volunteer Soldiers Home
404 NHL and other historic properties within the medical campus.

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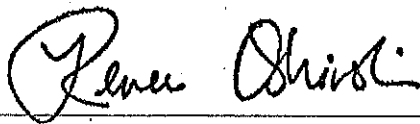
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PROGRAMMATIC AGREEMENT

Among the U.S. Department of Veterans Affairs Clement J. Zablocki Veterans Affairs Medical Center
and Veterans Integrated Service Network 12,
the Advisory Council on Historic Preservation,
the Wisconsin State Historic Preservation Officer,
and the National Park Service
Regarding Undertakings at Zablocki Veterans Affairs Medical Center

SIGNATORIES

Department of Veterans Affairs, Veterans Integrated Service Network 12



9/1/16

Renee Oshinski

Acting VISN 12 Network Director,

Date

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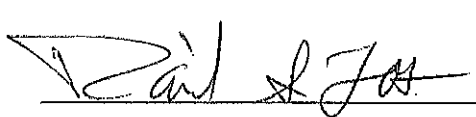
PROGRAMMATIC AGREEMENT

**Among the U.S. Department of Veterans Affairs Clement J. Zablocki Veterans Affairs Medical Center
and Veterans Integrated Service Network 12,
the Advisory Council on Historic Preservation,
the Wisconsin State Historic Preservation Officer,
and the National Park Service**

Regarding Undertakings at Zablocki Veterans Affairs Medical Center

SIGNATORY

Department of Veterans Affairs, Clement J. Zablocki Medical Center

 8/30/16

Daniel S. Zomchek, Ph.D., FACHE

Medical Center Director,

Date

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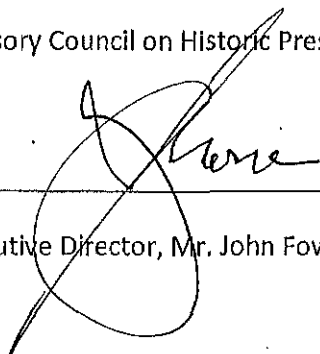
PROGRAMMATIC AGREEMENT

**Among the U.S. Department of Veterans Affairs Clement J. Zablocki Veterans Affairs Medical Center
and Veterans Integrated Service Network 12,
the Advisory Council on Historic Preservation,
the Wisconsin State Historic Preservation Officer,
and the National Park Service**

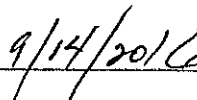
Regarding Undertakings at Zablocki Veterans Affairs Medical Center

SIGNATORY

Advisory Council on Historic Preservation



Executive Director, Mr. John Fowler



Date

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PROGRAMMATIC AGREEMENT

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Among the U.S. Department of Veterans Affairs Clement J. Zablocki Veterans Affairs Medical Center

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and Veterans Integrated Service Network 12,

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the Advisory Council on Historic Preservation,

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Regarding Undertakings at Zablocki Veterans Affairs Medical Center

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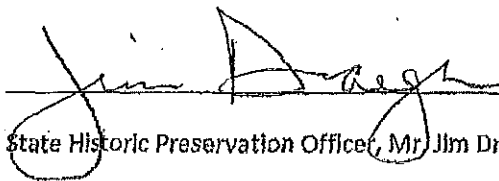
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Wisconsin State Historic Preservation Office

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 _____ 9/2/16

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State Historic Preservation Officer, Mr. Jim Draeger

Date

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PROGRAMMATIC AGREEMENT

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Among the U.S. Department of Veterans Affairs Clement J. Zablocki Veterans Affairs Medical Center

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Regarding Undertakings at Zablocki Veterans Affairs Medical Center

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488 SIGNATORY

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490 National Park Service

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 9/12/2016

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Midwest Regional Director

Date

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PROGRAMMATIC AGREEMENT

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Regarding Undertakings at Zablocki Veterans Affairs Medical Center**

Concurring Parties

National Trust for Historic Preservation

Title, Name	Date
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PROGRAMMATIC AGREEMENT

**Among the U.S. Department of Veterans Affairs Clement J. Zablocki Veterans Affairs Medical Center
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and the National Park Service
Regarding Undertakings at Zablocki Veterans Affairs Medical Center**

Concurring Parties

Milwaukee Preservation Alliance

Title, Name

Date

531 Appendix A: List of activities not affecting historic properties

532 Appendix B: Maps of NHL and NRHD

533 Appendix C: List of Historic Properties

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APPENDIX A OF THE 2016, PROGRAMATIC AGREEMENT

UNDERTAKINGS THAT REQUIRE NO FURTHER REVIEW

The following undertakings within the boundaries of the NHL and NRHD, when carried out as described and in accordance with SOI Standards for Treatment of Historic Properties and NPS Preservation Briefs, are determined not to require further review or consultation under Section 106. Where the scope of some undertakings must be limited, the exceptions will be noted in italics:

1. Undertakings outside of the NHL and NRHD that do not affect the view/shed directly or indirectly (ref: APPENDIX B). Those undertakings that will affect the view shed will follow the procedures in Stipulation IV. B. or C. in the 2016 Programmatic Agreement.
2. Replacement in-kind, not to exceed more than 20% of existing exterior siding, trim, or hardware, providing that the replacement material matches the method of installation and appearance of the existing material. *Exception: Replacing historic knobs with lever handles on doors, installing ADA hardware but matching finish, material, dimensions and overall appearance will require WISHPO review.*
3. Repainting interior or exterior non-masonry surfaces when the new paint matches the color, texture, and reflective qualities of the existing paint, provided that the new paint is compatible with any underlying paint layers.
4. Removal of exterior or interior paint by non-destructive means, limited to hand scraping, low pressure wash (less than 200 p.s.i.), or paint removal chemicals, provided the removal method is consistent with 24 CFR Part 35, "Lead-Based Poisoning Prevention in Certain Residential Structures," including § 35.140, "Prohibited methods of paint removal." Hand scraping and sanding are acceptable means of removal. Sandblasting and all other types of abrasive blasting, both wet and dry, are not allowed and are not in accord with WI State Law. *Exception: Paint removal requiring more aggressive techniques, such as water blasting and chemical solvents must be carried out under the supervision of a Qualified Professional Architect, using procedures that meet the Secretary of the Interior's Standards for the Treatment of Historic Properties.*
5. Replacement of exterior masonry units, such as brick, concrete block, and stone, provided that the:
 - a) number of new units does not exceed 20 percent of an entire wall or assembly
 - b) new units match the appearance and pattern of the existing units
 - c) new units be verified to match the composition and compressive strength of the existing units by a Qualified Professional Architect
 - d) Reuse reclaimed bricks and stone whenever possible
6. Mortar pointing, provided that:
 - a) removal of deteriorated mortar is carried out with no damage to the masonry units
 - b) the mortar matches the composition and compressive strength of the existing mortar
 - c) Heritage Research Mortar Analysis provides specific ratios for compressive strength; the following mortar mixes are acceptable:

- Pre-1900 buildings: American Society for Testing Materials (ASTM) Type O mortar, modified as follows: 1 part Portland cement, 2 parts hydrated lime, 9 parts river sand (cedarberg or equivalent).
 - Post-1900 buildings: ASTM, Type N mortar, modified as follows: 1 part Portland cement, 1 part hydrated lime, 6 parts river sand.
 - It may be necessary to use a percentage of white Portland cement, or a blend of white and gray, to match the appearances of existing joints. In addition, the existing mortar must be examined closely and the color and texture of the sand must match the existing as closely as possible.
 - Replacement mortar must match the color, tooling, quality of workmanship and appearance of the existing mortar
- d) A test panel of replacement mortar must be applied to inconspicuous areas of the building and evaluated by a Qualified Professional Architect meeting the requirements in Stipulation I.A. to ensure that the new mortar joints meets the provisions of above items b), c) and d).
7. Replacement of window glass with new glass to match the opacity, texture, and reflectivity of the adjacent panes, or the original clear glass of the NHL. *Exception: Replacement of single-pane glass with multi-paned glass or thermally reflective glass must be carried out under the direction of a Qualified Professional Architect that meets the requirements in Stipulation I.A. and only in accordance determination made in the Section 106 process that meets the Secretary of the Interior's Standards for the Treatment of Historic Properties. Any change from single pane to thermal pane requires WISHPO review.*
 8. Repair of in-place steel windows, including cleaning, repair, and repainting, to match original or existing steel windows.
 9. *Any window replacement in the NHL or NRHD contributing buildings (Appendix B) must be reviewed by WISHPO. If wall removal is necessary to facilitate removal of the window; it shall be carried out under the review of a Qualified Professional Architect meeting the requirements in Stipulation I.A.*
 10. Repair or in kind replacement of storm windows or screens. Wooden screens and storms are preferred on NHL contributing buildings. Installation of wooden combination storm windows is acceptable only if the new windows meet the following specifications:
 - a) They match the overall design of the historic windows. Where divisions are required in the storm window, they should line up with major divisions in the historic primary windows, such as the meeting rail of the upper and lower sashes of a double-hung window.
 - b) They conform exactly to the sizes and shapes of the original window openings without blocking them down.
 - c) The dimensions of the wood framing sections are no wider than the historic windows so that the glass sizes match the historic primary windows. If the storm and screen windows do not meet these specifications, the VAMC must submit to WISHPO for review and comment drawings or manufacturer's literature to indicate their appearances.

The installation of aluminum combination storm windows/screens may be acceptable if the existing storms are aluminum (but switching to wood is preferred). The use of aluminum is acceptable if:

- a) The line dividing the upper and lower panes of movable sash lines up with the meeting rails of the original windows,
- b) The frames are painted or factory finished (no mil finish aluminum), and
- c) The storm window has a flush mount. Flush mount storms have an expander that goes around the window, bringing the outside surface of the storm window flush with the prime window casing.

11. In kind replacement or repair of flat roofs. If possible, slate that is removed should be retained and stored for re-use.

12. Repair of sloped roofs provided that:

- a) new roof material matches or substantially replicates the original materials as described below
- b) metal flashings match the appearances of the original materials and are physically isolated from dissimilar metals
- c) When installing new flashing at a masonry chimney, the flashing is stepped or cut into the mortar joints. The bricks may not be saw cut at an angle to install flashing.
- d) exposed trim, such as ridge and hip covers, match the appearance of the original trim

Substantial Replication; when the original roofing is impractical to re-install, the following substitutions are acceptable:

- Square-cut wood shingles may be replaced with dimensional asphalt shingles:
 - 1) In a weathered-wood color;
 - 2) Where the tabs are aligned in straight rows to simulate the appearance of square-cut wood shingles; and
 - 3) That incorporate no, or very light, artificial shadow lines.
- Square-cut slate shingles may be replaced with simulated individual slates of a similar size and shape, or with dimensional asphalt slate line shingles:
 - 1) In a color that accurately simulates the color of the original slate (slate-gray, if original color unknown);
 - 2) Where tabs are appropriately sized to the dimensions of slate and aligned in straight rows with no faceted edges; and
 - 3) That incorporate no, or very light, artificial shadow lines.
- If the roofing work involves installation of vents, the following types of vents are acceptable:
 - 1) shingle-over roll ridge vents (low profile) that run the entire length of the ridge, covering 100% of any ridge they are installed on, (do not stop short) or
 - 2) "mushroom" or "slant-back" vents installed on the rear portions of the roof, not visible from public rights-of-way. If installing other types of vents or vents in different locations, the VAMC will submit manufacturer's information to WISHPO for review and comment prior to installation.
- Replacement of visible metal roofs, tile roofs, and decorative-cut wood or slate must be carried out under the direction of a Qualified Professional Architect.

13. Repair of gutters, downspouts, leader boxes, and other drainage elements using traditional techniques, such as soldering of copper elements, where appropriate. Tar-based products and caulking compounds are specifically prohibited.
14. Replacement of gutters, downspouts, and non-decorative drainage elements with new materials to match the original style of the period of significance.
15. In-kind replacement of porches and stairs and railings. *Exception: If a decision is taken to restore these elements to their original appearances, such a decision must be made in accordance with Stipulation IV.B. of the PA.*
16. Maintenance or repair of equipment, plumbing, electrical, ventilation or air conditioning systems, including replacement in concealed areas, provided such work is not visible from the exterior.
17. Removal of plumbing, mechanical, or electrical equipment including, but not limited to, conduits, pipes, wiring, junction boxes, light fixtures, toilets, sinks, radiators, air conditioners, heaters, plenums, and ducts, provided that they are non-original or determined to be non-contributing to the period of significance of the property by a Qualified Professional Architect that meets the requirements of Stipulation I.A.
18. Removal of furniture, fixtures, and cabinets, including those attached to the property, provided that they do not date to the period of significance, or determined not to contribute to the period of significance of the property by a Qualified Professional Architect that meets the requirements of Stipulation I.A.
19. Maintenance or repair of above-ground utilities, such as gas, fuel, electrical and telephone lines, provided that no disturbance occurs outside existing infrastructure with the exception that new may temporarily be placed next to the existing to allow the existing to remain operating until the entire system is in place.
20. Maintenance or repair of underground utilities, such as sewer, water, storm, electrical, gas and fuel lines, provided that no excavation or ground disturbance occurs outside existing trenches.
21. Installation of blown-in or loose fill attic insulation and in-kind repair of roof ventilation. *Exception: Installation of other spray applied or foam insulations or other energy conservation materials must follow Stipulation IV. B. or C..*
22. Routine road and paved parking lot maintenance, repair and resurfacing where work is confined to previously maintained surfaces, ditches, and culverts, and the proposed work is definitely within a previously disturbed area. This includes curbs, gutters and retaining walls. Maintenance, repair and in-kind replacement of non-character defining streetlights, traffic signals and traffic signs.
23. Maintenance of existing sidewalks, paths and trails when the work is conducted within the existing corridor and previously disturbed areas.
24. Maintenance or repair of outdoor playground equipment, athletic equipment and picnic facilities such as tables and benches.





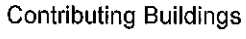

25. Major modification of landscape features shall be under the direction of a Qualified Professional Historical Landscape Architect that meets the requirements under Stipulation I. B., and in accordance with a historic landscape plan or agreement executed under the Section 106 process. *Exception: If no such plan exists, proposals for major alteration of existing landscape features must follow Stipulation IV. B. or C. of the PA.*

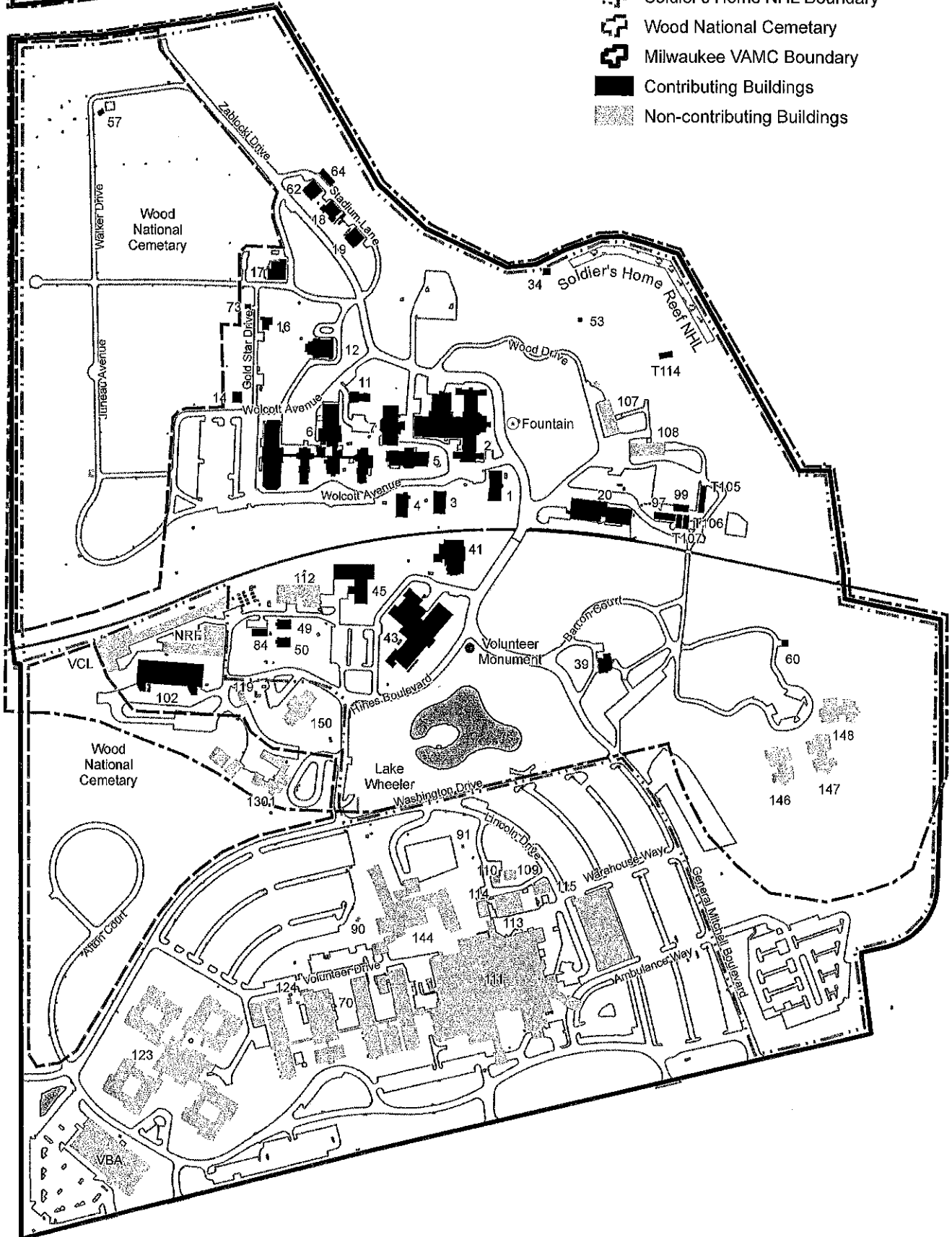
26. In the interest of safety, Zablocki VAMC grounds keeping personnel may trim, prune or remove any unhealthy, damaged or diseased trees or shrubbery that may, or have the potential to, inflict harm or damage to historical buildings, foundations, or infrastructure or may cause injury or harm to the general public. If funding is available for replacement, the removed tree or shrubbery will be replaced with a healthy like species of the type that was removed.

↑
Continues to
Bluemound Rd



Legend

-  National Register Historic District
-  Soldier's Home NHL Boundary
-  Wood National Cemetary
-  Milwaukee VAMC Boundary
-  Contributing Buildings
-  Non-contributing Buildings



Building #	Building name	Date Built	National Register	National Historic Landmark	Architect
1	Headquarters Building	1895-96	Yes, C	Yes, C	Unknown
2	Main Building	1867-69; 1876	Yes, C	Yes, C	Edward Townsend Mix
3	Wadsworth Library	1891	Yes, C	Yes, C	
4	Social Hall	1894, 2004-05	Yes, C	Yes, C	
5	Barracks	1884	Yes, C	Yes, C	
6	Hospital	1879	Yes, C	Yes, C	Henry Koch
7	Barracks	1888	Yes, C	Yes, C	Henry Koch
11	Fire Engine House & Quarters	1883	Yes, C	Yes, C	
12	Chapel	1889	Yes, C	Yes, C	Henry Koch
14	Catholic Chaplain's Quarters	1909	Yes, C	Yes, C	John Moller
16	Protestant Chaplain's Quarters	1901	Yes, C	Yes, C	
17	Surgeon's Quarters	1887, 2004-05	Yes, C	Yes, C	Henry Koch
18	Quarters	1916	Yes, C	Yes, C	
19	Quarters	1921	Yes, C	Yes, C	
20	Quartermaster Storehouse	1895;1938	Yes, C	Yes, C	
37	Quarters	1902	Yes, C	Yes, C	
39	Governor's House	1868	Yes, C	Yes, C	Edward Townsend Mix
41	Ward Memorial Hall	1881;1897	Yes, C	Yes, C	Henry Koch
43	Hospital Annex	1932-33	Yes, C	Yes, NC	
45	Power Plant	1895	Yes, C	Yes, C (Classified as "Site")	
49	Quarters	1908	Yes, C	Yes, C	
50	Quarters	1908	Yes, C	Yes, C	
53	Powder Magazine	1881	Yes, NC	Yes, C	
57	Cemetery Reception House	1900	Yes, C	Yes, C	
60	Garage	1938	Yes, C	Yes, NC	
61	Quarters		No	Outside NHL boundary	Demolished in 2011
62	Quarters	1922	Yes, C	Yes, C	
64	Garage(Buildings 18, 19, 62)	1938	Yes, C	Yes, NC	
70	Research		No	No	
73	Garage (Building 16)	1935	Yes, C	Yes, NC	
74	Garage(Building 17)	1938	Yes, C	Not on NHL map	Demolished
75	Cemetery Comfort Station	1928	Yes, C	Not on NHL map	
79	Quarters		No	No	
81	Garage	1935	Yes, C	Outside NHL boundary	
84	Garage(Buildings 49, 50)	1938	Yes, C	Yes, NC	
90	Pumphouse		No	No	
93	Garage (Building 37)	1989	Yes, C	Yes, NC	
95	Garage	1938	Yes, C	Not on NHL map	Demolished
96	Garage	1939	Yes, C	Not on NHL map	Demolished
97	Paint Shop	1938	Yes, C	Yes, NC	

99	Garage (Building 20)	1941	Yes,C	Yes, NC	
102	Laundry (Serile Processing and Sup)	1955	Yes,C	Outside NHL boundary	
107	Engineering Warehouse	1957	Yes,NC	Yes, NC	
108	Engineering Shops	1957	Yes, NC	Yes, NC	
109	Quarters (Womens Health Center)		No	No	
112	Power Plant	1964	Yes, NC	Yes, NC	
113	Chiller Plant		No	No	
114	Building		No	No	
115	Building		No	No	
119	Incinerator (Salt Storage)	1973	Yes, NC	Outside NHL boundary	
T-1 05	Quonset Hut (Engineering Storage)	1947	Yes, C	Yes, NC	
T-1 06	Quonset Hut (Supply Storage)	1947	Yes, C	Yes, NC	
T-1 07	Quonset Hut (Supply Storage)	1947	Yes, C	Yes, NC	
T-114	Quonset Hut (Storage)	1948	Yes, C	Yes, NC	
T-119	Quonset Hut (Cemetery Tool House)	1948	Yes, C	Outside NHL boundary	Demolished
123	domicillary		No	No	
1301	Cemetery reception		No	No	
5400	VA regional Office		No	No	
144	SCI Building			Outside NHL boundary	
145	SCI Generator			Outside NHL boundary	
146	Community Living Center				
147	Community Living Center				
148	Community Living Center				
149	Community Living Center (future)				
150	Fisher House				
151	Parking Structure Lot 4			Outside NHL boundary	