

Programmatic Agreement (PA)
Among the Clement J. Zablocki VA Medical Center, the Veterans Integrated Service
Network 12,
The Wisconsin State Historic Preservation Officer,
The Advisory Council on Historic Preservation,
And the National Park Service,
Regarding the Construction of Community Living Centers and
the Management of Buildings 2, 37, and 41
at the Clement J. Zablocki Veterans Affairs Medical Center in Milwaukee, Wisconsin

WHEREAS, the Clement J. Zablocki Veterans Affairs Medical Center in Milwaukee, Wisconsin (Milwaukee VAMC) and the Veterans Integrated Service Network 12 (VISN 12) (both hereafter, VA) propose to construct up to four (4) Community Living Center (CLC) facilities for veteran long-term care within the boundary the Northwestern Branch, National Home for Disabled Volunteer Soldiers Home National Historic Landmark District (NHL); significant in the areas of landscape, architecture, and history; and

WHEREAS, VA has defined the undertaking's area of potential effect (APE) as the Baron Circle site (including Building 37) for the CLC construction and the interim stabilization of Buildings 2 and 41; and

WHEREAS, pursuant to Sections 106 and 110 of the National Historic Preservation Act (NHPA), as amended, and its implementing regulations (36 CFR 800), the VA has determined that the proposed project is an undertaking that will have adverse effects on the NHL, including Building 37 and the landscape, which contribute to the significance of the NHL; and

WHEREAS, Building 2 and Building 41, which are the two most prominent buildings in the National Soldiers Home Historic District, are being adversely affected, due to deferred maintenance; and

WHEREAS, VA conducted a Phase I archaeological survey and no archaeological resources were identified within the proposed CLC site (Appendix D); and

WHEREAS, Section 110(f) of NHPA requires that the VA, to the maximum extent possible, shall undertake such planning and actions as may be necessary to minimize harm to the NHL adversely affected by the Undertaking; and

WHEREAS, pursuant to 36 CFR §800.3(c), the VA has initiated consultation with the Wisconsin State Historic Preservation Office (SHPO); and

WHEREAS, pursuant to 36 CFR §800.10(b), the VA has requested the Advisory Council on Historic Preservation (ACHP) to participate in the consultation on resolving the Undertaking's adverse effects on the NHL; and the ACHP has elected to participate in the consultation; and

WHEREAS, pursuant to 36 CFR 800.10(c), the VA has notified the Secretary of the Interior through the National Park Service (NPS) of the consultation for the VA's determination that the undertaking will have an adverse effect on the NHL; and VA has invited NPS to participate in the consultation as an invited Signatory; and

WHEREAS, the ACHP, SHPO, NPS, and other consulting parties have agreed to the VA's development of a PA pursuant to 36 CFR 800.6 to facilitate the VA's obligation of funding in FY 2011 for the construction of the CLCs; and

WHEREAS, in accordance with Sections 106 and 110 of the NHPA, the VA has consulted with SHPO, ACHP, NPS, and other consulting parties to seek ways to avoid, minimize, or mitigate the adverse effects to the NHL; and

WHEREAS, the VA has invited the National Trust for Historic Preservation (NTHP), Milwaukee Preservation Alliance, Milwaukee Historic Preservation Commission, Milwaukee County Historical Society, Allied Veterans Council of Milwaukee County, West Side Soldiers Aid Society, Milwaukee Soldiers Home Foundation, Office of Sen. Herbert Kohl, Office of Sen. Ron Johnson, Office of Rep. Gwen Moore, Office of Rep. Paul Ryan, Office of Rep. Jim Sensenbrenner, and the Milwaukee Veteran Service Organizations to consult about ways to avoid, minimize, or mitigate such adverse effects and has invited them to concur in this PA; and

WHEREAS, the signatories recognize that the concurring parties have no authority to terminate or amend the PA;

NOW, THEREFORE, it is mutually agreed that the VA shall implement the following provisions to take into account the effects of the proposed CLC construction on the NHL and the VA's Section 106 and 110 responsibilities.

STIPULATIONS

I. GENERAL REQUIREMENTS

- A. The VA shall plan, develop, and execute the undertaking in accordance with the Secretary of the Interior's Standards for the Treatment of Historic Properties 36 CFR Part 68 ("Secretary's Treatment Standards").
- B. The VA shall ensure that all historic preservation work performed on its behalf pursuant to this Agreement shall be accomplished by, or under the direct supervision of, a person or persons who meet(s) or exceed(s) the pertinent qualifications in the Secretary of the Interior's Professional Qualifications Standards (36 CFR Part 61 Appendix A) ("Secretary's Professional Qualifications Standards") in those areas in which the qualifications are applicable for the specific work performed
 - 1. Seeking to minimize adverse effects to the NHL, the VA shall ensure that all revised CLC construction plans submitted for review meet the Secretary's Treatment Standards and are developed by a historic architect that meets the Secretary's Professional Qualifications Standards.
- C. ASSESSMENT OF ADVERSE EFFECT: Prior to initiating consultation pursuant to Stipulation III, below, VA shall submit adequate documentation to substantiate a finding of adverse effect consistent with 36 CFR Part 800.5 *Assessment of Adverse Effects*.
- D. FINDING OF ADVERSE EFFECT: Prior to initiating consultation pursuant to Stipulation III, below, VA shall submit summary documentation consistent with 36 CFR Part 800.11(e): *Finding of Adverse Effect*.
- E. LANDSCAPE PLAN: Recognizing that the pastoral setting and landscape are integral elements of the historic significance of the NHL, the VA shall take all necessary measures and efforts to preserve and maintain the historic landscape elements including roadways, trees, plantings, and greenspaces. Prior to initiating consultation pursuant to Stipulation III, below, the VA shall submit a landscape plan to the SHPO, ACHP, NPS and concurring parties for review and comment prior to execution. After a 30 day comment period, the VA shall consider the comments received in preparing its final landscaping plan, and redesign to ensure that it meets the Secretary's Treatment Standards.

1. Specifically, a landscape plan, including a site plan, shall be prepared that accurately locates all vegetation that currently exists, lists the species, condition, and the caliper size if it is a tree. All existing building footprints, roadways, sidewalks, trails, and site contours also shall be accurately identified on the plan. The report shall include observations on the specific species of the vegetation in the area of impact, any relevant notes on the existing condition of the landscape or specific components, and include color photo documentation of the area. It also shall include campus-wide research and observations as to the type and species of plantings historically used on the NHL site. The report and site plan shall be prepared by landscape architect(s) who meet Secretary's Professional Qualifications Standards.
- F. Construction of the CLCs shall not commence until the VA has awarded the construction contract for the interim stabilization of Buildings 2 and 41, as detailed in Stipulation II below.
- G. Review periods shall be calculated in calendar days.

II. INTERIM STABILIZATION OF BUILDINGS 2 AND 41

- A. The VA has submitted initial design plans for stabilizing Wing B of Building 2 and Building 41 (Appendices A and B) and the SHPO has agreed that the overall approach meets the Secretary's Treatment Standards, the VA shall continue the design review process, as described below:
 1. Building 2: Recognizing that a portion of the roof of the Dining Hall (Wing B) which is a later, contributing addition to Building 2 has collapsed, resulting in continued deterioration of the building. In addition, the building is subject to water infiltration at various other locations in the building. Consequently, VA will implement interim stabilization efforts to minimize continued deterioration of Wing B of Building 2. The interim stabilization of Wing B of Building 2 shall commence no later than April 30, 2012.

- a) Interim Stabilization of the effected portion of Wing B of Building 2: The VA shall submit for review design development documents to signatories at two stages of design development; (1) Design Development Stage (35%) and (2) Construction Documents Stage (95%) for final comment prior to finalizing plans for the interim stabilization of Wing B of Building 2. The signatories shall have 30 days to review and submit final comments. The VA shall incorporate any final comments into the final bid document set. The project shall be let for bid only after all signatories agree it meets the standards.” The Milwaukee VAMC and the Veterans Integrated Service Network 12 (VISN 12) shall work closely with the VA’s Acquisition Center to meet the procurement schedule included in Appendix C.
- b) There are concerns that there may be additional structural failures in Wing A of Building 2. Consequently, the VA shall award additional Task Orders to the currently retained A/E to conduct an assessment of Wing A of Building 2 to determine the extent of other structural failures. The A/E’s assessment will include the development of a construction cost estimate for the identified repairs. The assessment will be completed no later than ninety calendar days after the signing of this PA. The assessment report will be submitted to the signatories for review and comment. After VA has received the construction cost estimate for the additional work, VA shall submit, within thirty calendar days, through VISN 12, a request to Veterans Health Administration’s Office of Capital Asset Management and Support Office for funding to affect any necessary additional repairs and submit the plans to the SHPO to ensure that the repairs meet the Secretary of Interior’s Standards.
- c) The VA shall consult with and execute a Memorandum of Agreement with the ACHP, NPS, and SHPO to repair the structural failures and water infiltration problems identified in the A/E assessment report within 60 days of receiving the construction cost estimate. The Memorandum of Agreement will contain a design and construction schedule similar to that which is contained in Appendix A, B, and C of this PA.

2. Building 41: Recognizing that the stained glass window depicting General Ulysses S. Grant on horseback is a character-defining element of the historic character of Building 41 and that an interior truss beam has been compromised and is in danger of falling and breaking the glass, the VA shall implement immediate measures to remove the stained glass window and place it in storage before December 31, 2011. The interim stabilization of Building 41 shall commence no later than April 30, 2012. The interim stabilization of Building 41 will follow what is described in Phase I and Phase II of the plan (Appendix B). The stained glass window depicting General Grant on horseback will be re-installed in Building 41 within 45 days of completion of Phase I and Phase II work, scheduled for completion by September 12, 2012, according to procurement schedule (Appendix C).
 - a) The VA shall submit for review design development documents to signatories at two stages of design development: (1) Design Development Stage (35%) and (2) Construction Documents Stage (95%) for the interim stabilization of Building 41 for final comment prior to finalizing the plans. The signatories shall have 30 days to review and submit final comments. The VA shall incorporate any final comments into the final bid document set. The project shall be let for bid only after all signatories agree it meets the standards. The Milwaukee VAMC and the Veterans Integrated Service Network 12 (VISN 12) shall work closely with the VA's Acquisition Center to meet the procurement schedule included in Appendix C.
3. If the existing structural failure and roof collapse of Wing B of Building 2 and/or truss failure and damage to the Grant Stained Glass Window of Building 41 should experience expanded failures beyond the existing conditions reflected in the initial stabilization design plans, prior to the implementation of said plans, the VA shall delay the planned interim stabilization work until an architect who meets the Secretary's Professional Qualifications Standards has completed an assessment of the additional failures or damage and prepared a construction cost estimate for the potential expanded remediation work necessary to ensure no further deterioration of the Buildings 2 and 41. After VA has received the new construction cost estimates for the additional work, VA shall submit, through VISN 12, a request to Veterans Health Administration's Office of Capital Asset Management and Support Office for funding to affect any necessary additional repairs.

III. DEVELOPMENT OF A MEMORANDUM OF AGREEMENT (MOA) FOR THE CONSTRUCTION OF THE CLCs AT THE BARON CIRCLE LOCATION AS AN OUTCOME OF THE PA

Upon executing this PA, the VA shall develop an MOA with the SHPO, ACHP and NPS and consulting parties for the mitigation of adverse effects to the NHL and Building 37 resulting from the construction of the CLCs. The MOA will include provisions addressing Design Review, Demolition of Building 37, Historic American Landscape Survey Documentation and a Commemorative Marker.

A. DESIGN REVIEW OF PROPOSED CLCS AT THE BARON CIRCLE LOCATION

1. The VA shall consult to avoid, minimize, or mitigate adverse effects to the NHL, including both the buildings and landscape features (using the findings from the landscape plan, addressed in I.E) that contribute to the significance of the NHL. The VA shall ensure that the construction of the CLCs shall be compatible with the NHL and shall meet the Secretary Treatment Standards. The exterior architectural design of the CLCs shall be differentiated from the existing structures in the NHL, thereby protecting the historic integrity of the NHL and meeting the Secretary's Treatment Standards regarding new construction.
2. VA shall submit draft design plans and specifications within 30 days of submission of documentation required in Stipulations I.C., I.D., & I.E. to the SHPO, ACHP and NPS, for review and comment prior to construction. All design information provided for review shall include a brief synopsis of design changes/additions since the previous review. Once received, the SHPO, ACHP and NPS shall submit comments within 30 days to the VA. The VA shall integrate recommendations into the revised design plans and specifications as applicable to ensure that it meets the Secretary's Treatment Standards and the Green House principles.

B. DEMOLITION OF BUILDING 37

1. If demolition of Building 37 is unavoidable after fulfilling the stipulations under I. C-D and III.A, the VA shall complete Historic American Building Survey (HABS) documentation of Building 37, pursuant to Section 110(b) of the NHPA.

a) Prior to the demolition of Building 37, Garage 60, and Garage 93, the Milwaukee VAMC will complete Level II documentation of Building 37, and Level III documentation of Garages 39, and 93 pursuant to Section 110(b) of the NHPA and in compliance with the requirements of the Historic American Building Survey (HABS) through the NPS for the Department of the Interior.

(1) Prior to starting HABS documentation efforts, the VA shall submit the documentation scope of work to the HABS representative at the NPS, Midwest Regional Office; the VA shall incorporate NPS's comments to ensure the documentation conforms with HABS guidelines. The VA shall submit all documentation to the NPS, Midwest Regional Office for a 30 day review. The VA shall incorporate any NPS comments to ensure the documentation conforms with HABS documentation standards. Prior to demolition, VA shall notify the consulting parties once NPS, Midwest Regional Office receives the final documentation. The NPS shall prepare the documentation for submission through the HABS/HAER/HALS Program to the Library of Congress in Washington D.C.

C. HISTORIC AMERICAN LANDSCAPES SURVEY (HALS)
DOCUMENTATION OF THE NHL HISTORIC DISTRICT LANDSCAPE

1. Prior to construction of the CLCs, the VA shall complete Level I documentation of the NHL historic district landscape pursuant to Section 110(b) of the NHPA and in compliance with the requirements of the Historic American Landscape Survey (HALS) through the NPS for the Department of the Interior.

a. Prior to starting HALS documentation efforts, the VA shall submit the documentation scope of work to the HALS representative at the NPS, Midwest Regional Office; the VA shall incorporate NPS's comments to

ensure the documentation conforms with HALS guidelines. The VA shall submit all documentation to the NPS, Midwest Regional Office for a 30 day review. The VA shall incorporate any NPS comments to ensure the documentation conforms with HALS documentation standards. Prior to demolition, VA shall notify the consulting parties once NPS, Midwest Regional Office receives the final documentation. The NPS shall prepare the documentation for submission through the HABS/HAER/HALS Program to the Library of Congress in Washington D.C.

- D. **COMMEMORATIVE MARKER.** The Milwaukee VAMC, as part of the new construction for the CLC buildings, proposes to erect within the historic boundaries of the NHL at the new Baron Circle a commemorative marker noting that Building 37 was the former Quartermaster's Residence and that it once occupied this site. This marker is proposed as a granite boulder of approximate 3'-6" to 4'-0" diameter, located in the center of the newly created Baron Circle, surrounded by the four new CLC residences. A plaque shall depict a brief history of the building including changes to its use and to its appearance. The exact historic description and type of marker shall be submitted for review and approval to SHPO, ACHP and the NPS for concurrence, comments or suggested alternatives of recognition.

IV. VA COMMITS TO REGULAR CONSULTATION ON A PA FOR FUTURE VA ACTIONS/PROJECTS/UNDERTAKINGS AT THE NHL

The VA shall commit to quarterly meetings with the SHPO, ACHP, NPS and consulting parties to develop a campus-wide PA on or before two years from the signing of this PA, for the NHL that ensures the long-term preservation of the property and buildings and meets the Secretary's Treatment Standards. Prior to scheduling the first meeting, the VA shall propose a schedule of all meetings to consultation stakeholders. The PA shall include long-term stabilization measures for Buildings 2 and 41 and shall also specifically take into consideration adaptive uses for Buildings 2 and 41.

V. DURATION

This PA shall expire if its stipulations are not carried out within 4 years from the date of its execution. At such time, and prior to work continuing on the undertaking, VA shall either (a) execute an MOA pursuant to 36 CFR § 800.6, or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. Prior to such time, VA may consult with the other signatories to reconsider the terms of the PA and amend it in

accordance with Stipulation IX below. VA shall notify the signatories as to the course of action it will pursue.

VI. MONITORING AND REPORTING

Every six months following the execution of this MOA until it expires or is terminated, VA shall provide all parties to this PA a summary report detailing work carried out pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in VA's efforts to carry out the terms of this PA.

VII. DISPUTE RESOLUTION

Should any signatory or concurring party to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, VA shall consult with such party to resolve the objection. If VA determines that such objection cannot be resolved, VA shall:

- A. Forward all documentation relevant to the dispute, including the VA's proposed resolution, to the ACHP. The ACHP shall provide VA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, VA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. VA shall then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, VA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, VA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the PA, and provide them and the ACHP with a copy of such written response.
- C. It is the VA's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

VIII. AMENDMENTS

This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment shall be effective on the date a copy signed by all of the signatories is filed with the ACHP.

IX TERMINATION

- A. If the VA determines that it cannot implement the terms of this agreement, or if the SHPO, ACHP, or NPS determines that the agreement is not being properly implemented, such party may propose in writing to the other parties to this agreement that it be terminated.
- B. The party proposing to terminate this agreement shall so notify in writing all parties to this agreement, explaining the reasons for termination and affording them at least 30 days to consult and seek alternatives to termination. The parties shall then consult.
- C. Should such consultation fail, the agency or other signatory party may terminate the agreement by so notifying all parties.
- D. Should this agreement be terminated, the agency shall either:
 - 1. Consult in accordance with 36 CFR 800.6 to develop a new PA; or
 - 2. Request the comments of the ACHP pursuant to 36 CFR 800.7.


- X Execution of this Programmatic Agreement and implementation of its terms is evidence that the VA has afforded the signatories reasonable opportunities to comment on the management of Buildings 2, 37, and 41 at the NHL-listed Clement J. Zablocki Veterans Affairs Medical Center in Milwaukee, Wisconsin, and that the VA is taking action, to the maximum extent possible, to minimize harm to the National Historic landmark at the Clement J. Zablocki Veterans Affairs Medical Center in Milwaukee, Wisconsin.

CO-SIGNATORIES

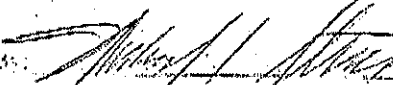
DEPARTMENT OF VETERANS AFFAIRS,
Jeffrey A. Murawsky, M.D. VISN 12 Network Director

By:  Date: 9-26-11


DEPARTMENT OF VETERANS AFFAIRS,
Robert H. Beller, FACHE, Medical Center Director

By:  Date: 9/28/11

WISCONSIN STATE HISTORIC PRESERVATION OFFICER
Michael E. Stevens

By:  Date: 9/28/11

ADVISORY COUNCIL ON HISTORIC PRESERVATION
John M. Fowler, Executive Director

By:  Date: 9/29/11

INVITED SIGNATORY
NATIONAL PARK SERVICE
Michael T. Reynolds, MWRO Regional

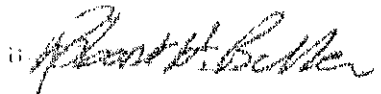
By: _____ Date: _____

SIGNATORIES

DEPARTMENT OF VETERANS AFFAIRS,
Jeffrey A. Murawsky, M.D. VISN 12 Network Director

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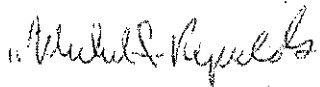
WISCONSIN STATE HISTORIC PRESERVATION OFFICER
Michael F. Stevens

Date _____

ADVISORY COUNCIL ON HISTORIC PRESERVATION
John M. Fowler, Executive Director

Date _____

INVITED SIGNATORY
NATIONAL PARK SERVICE
Michael T. Reynolds, MWRO Regional

 Date 9/29/11

Concurring Parties

NATIONAL TRUST FOR HISTORIC PRESERVATION

By: _____ Date _____

MILWAUKEE HISTORIC PRESERVATION COMMISSION

By: _____ Date _____

MILWAUKEE COUNTY HISTORICAL SOCIETY

By: _____ Date _____

MILWAUKEE PRESERVATION ALLIANCE

By: _____ Date _____

ALLIED VETERANS COUNCIL OF MILWAUKEE COUNTY

By: _____ Date _____

WEST SIDE SOLDIERS AID SOCIETY

By: _____ Date _____

MILWAUKEE SOLDIERS HOME FOUNDATION

By: _____ Date _____

OFFICE OF SEN. HERBERT KOHL

By: _____ Date _____

OFFICE OF SEN. RON JOHNSON

By: _____ Date _____

OFFICE OF REP. GWEN MOORE

By: _____ Date _____

OFFICE OF REP. PAUL RYAN

By: _____ Date _____

OFFICE OF JIM SENSENBRENNER

By: _____ Date _____

MILWAUKEE VETERAN SERVICE ORGANIZATIONS

By: _____ Date _____