

PROGRAMMATIC AGREEMENT

BY AND BETWEEN

U.S. DEPARTMENT OF VETERANS AFFAIRS

AND

KNOXVILLE VETERANS ALLIANCE, LLC

AND

IOWA STATE HISTORIC PRESERVATION OFFICE

AND

STATE HISTORICAL SOCIETY OF IOWA

REGARDING

**THE ENHANCED USE LEASE AT THE
VETERANS AFFAIRS MEDICAL CENTER
IN KNOXVILLE, IOWA**

**PROGRAMMATIC AGREEMENT
FOR
THE VETERANS AFFAIRS MEDICAL CENTER
KNOXVILLE, IOWA
ENHANCED USE LEASE**

THIS PROGRAMMATIC AGREEMENT (hereinafter the “Agreement”) is made and entered into as of this ____ day of _____, 2012, by and between the U.S. Department of Veterans Affairs (hereinafter “Department” or “VA”), Knoxville Veterans Alliance, LLC (hereinafter “KVA”), the Iowa State Historic Preservation Officer (hereinafter “SHPO”), and the State Historical Society of Iowa (hereinafter “SHSI”) (all to be referred to hereinafter as the “Parties”).

RECITALS

WHEREAS, the VA is the owner of that certain land as described and depicted in [Exhibit A1 and A2](#) attached hereto, such property being approximately 163 acres located at the Knoxville VA Medical Center (VAMC), Knoxville, Iowa (“Property”) as described in [Exhibit A1](#), which constitutes the Area of Potential Effect (APE); and

WHEREAS, the VA owned and operated the property beginning in 1922 as the Knoxville VAMC, dedicated to medical care and other services to our nation’s veterans; and

WHEREAS, the VA health care policy transitioned to a greater focus on outpatient care, having issued a report in October 1993 before the House Committee, on restructuring ambulatory care to improve veteran services. By December of 2009, the number and range of VA activities on the Knoxville property began to decline as VA facilities were vacated, with most medical services transferred to the Des Moines VAMC campus- except for a small Community Based Outpatient Clinic (CBOC) as the only active VA facility on the property; and

WHEREAS, on October 18, 2010, the Department issued a Request for Proposal (RFP) entitled “Knoxville Enhanced Use Lease,” seeking private-sector developer interest in the long-term lease, financing, construction, management and operation of a mixed-use development of the Property, pursuant to the VA’s Enhanced Use Leasing (EUL) Authority, 38 U.S. Code (U.S.C.) 8161 – 8169, thereby making the Project an “undertaking” subject to review under Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, 16 U.S.C. § 470F, and its implementing regulations, 36 Code of Federal Regulations (CFR), Part 800.5(a)(2)(vii); and

WHEREAS, following its issuance of the RFP, the VA competitively selected KVA to be the developer of the Property pursuant to an EUL; and

WHEREAS, on December 27, 2011, the Department and KVA executed a five year Lease agreement (with intent to modify to a seventy-five (75) year). The Lease provides that

KVA must comply with the NHPA and the Archaeological Resources Protection Act (ARPA) of 1979 (16 U.S.C. § 470aa et.seq.); and

WHEREAS, in 1981 the VAMC was surveyed and evaluated for National Register of Historic Places (NRHP) eligibility and identified as contributing to the Knoxville Veteran's Administration Medical Center, Marion County, Historic District as shown in [Exhibit B](#). In 2011 a second evaluation occurred and an 86 acre section in the east portion of the 163 acre VAMC was identified as a historic district that was potentially eligible for listing in the NRHP. The VAMC campus was listed on May 1, 2012, as IHP Number IA 50138 / 63-01767, by the Keeper of the National Register, National Park Service,; and

WHEREAS, the VA has determined that the undertaking may have an effect upon properties listed in or eligible for listing in the NRHP; and

WHEREAS, due to the complexity of the undertaking, the effects of individual projects on historic properties cannot be fully determined and will not be known until details about such projects are available. Such potential effects could best be addressed through the development of this Programmatic Agreement (PA) pursuant to 36 CFR § 800.14(b) to govern the implementation of activities associated with the proposed EUL; and

WHEREAS, the VA, SHPO and SHSI have participated in consultation in accordance with Section 106 of the NHPA and its implementing regulations, and in accordance with Section 110 of the NHPA, and those conditions have resulted in the development of this Agreement; and

WHEREAS, the VA, SHPO and SHSI are parties to this Agreement; KVA also participated in the consultation and is a party to this Agreement, and the VA, SHPO, SHSI and KVA are therefore collectively and hereinafter referred to as the "Parties;" and

WHEREAS, VA has consulted with "INTERESTED PARTIES" (such as: City officials, local preservation organizations, tribal and local historical societies, etc.) regarding the effects of the Project on historic properties and has invited them to sign this Agreement as ["**invited signatory (ies)**" or "**concurring party (ies)**"]; and

WHEREAS, pursuant to 36 CFR 800.6 and 800.10, the VA has notified the Advisory Council on Historic Preservation (ACHP) of the consultation for the VA's determination that the undertaking may have an adverse effect on the Property, and the ACHP has been invited to participate in the consultation; and

WHEREAS, this Agreement shall be a binding part of the Lease, which is enforceable by the VA and KVA pursuant to the terms thereof.

NOW, THEREFORE, the VA, KVA, the SHPO, and the SHSI, will work together to complete certain activities so as to ensure that historic properties will be protected, and agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

DEFINITIONS:

Archaeological Resource: means any material remains of past human life or activities which are of archaeological interest, as determined under uniform regulations promulgated pursuant to ARPA. Such regulations containing such determination shall include, but not be limited to: pottery, basketry, bottles, weapons, weapon projectiles, tools, structures or portions of structures, pit houses, rock paintings, rock carvings, intaglios, graves, human skeletal materials, or any portion or piece of any of the foregoing items. Non-fossilized and fossilized paleontological specimens, or any portion or piece thereof, shall not be considered archaeological resources, under the regulations under this paragraph, unless found in an archaeological context. No item shall be treated as an archaeological resource under regulations under this paragraph unless such item is at least 100 years of age.

Business Day: means a Federal workday, Monday through Friday, excluding Federal holidays designated annually by the President through the U.S. Office of Personnel Management.

Calendar Day: A twenty-four (24) hour period of time (12:00 midnight to 12:00 midnight EST) as described in the Gregorian calendar, adopted by Great Britain with the American Colonies in 1752 A.D., and by the various U.S. States and Territories.

Effective Date of This Agreement: means the date this Agreement is executed by all of the Parties, and if executed on different dates, the date the later Party so executes.

Lease: means the Enhanced Use Lease for the Property at Knoxville VAMC, Knoxville, Iowa, pursuant to 38 U.S.C. §§ 8161 et. seq., executed by the VA and KVA on December 27, 2011.

Parties: means all of the parties to this Agreement: the U.S. Department of Veterans Affairs (“Department” or “VA”), Knoxville Veterans Alliance, LLC (“KVA”), the Iowa State Historic Preservation Officer (“SHPO”), and the State Historical Society of Iowa (“SHSI”) as described in the Preamble to this Agreement.

Part II Application: means National Park Service Form 10-168a: Historic Preservation Certification Application, Part 2 – State Historic Preservation Tax Incentive Program Instructions and Applications, at <http://www.iowahistory.org/historic-preservation/tax-incentives-for-rehabilitation/state-tax-credits/state-tax-credits-instructions.html>

Project: means the construction or renovation of a particular improvement, or group of related improvements, on the Property as described in the design plan provided to the Parties by KVA pursuant to [Stipulation 4](#) of this Agreement.

Qualified Archaeologist: means a person who meets the Secretary of Interior’s Professional Qualification Standards (36 CFR Part 61).

Qualified Architectural Historian: means a person who meets the Secretary of Interior’s Professional Standards (36 CFR § 61, Appendix A).

Qualified Historic Architect: means a person who meets the Secretary of Interior's Professional Standards (36 CFR § 61, Appendix A).

Study Building: means separate buildings on the Property each identified as "Study" in the "Status" column of the Building Schedule as shown in [Exhibit D](#) to this Agreement and as described in [Stipulation 6](#) herein.

STIPULATIONS:

The Parties shall ensure that the following measures are carried out:

1. Agreement:

On the Effective Date of This Agreement, KVA shall assume responsibility for developing and maintaining the Property in accordance with this Agreement.

2. Development of the Property:

- a. KVA shall develop the Property in accordance with the site development Master Plan ("Master Plan") in [Exhibit C1](#), dated September 22, 2011, and the Existing Building Retention/Demolition Schedule ("Building Schedule") contained in [Exhibit D](#), dated September 27, 2011 and Master Plan with Contributing Buildings as shown in [Exhibit C2](#) dated September 22, 2011. All Parties to this Agreement concur that, at a minimum, the current Master Plan and Building Schedule indicate the following:
 - i. Historic buildings to be retained;
 - ii. All Study Buildings shall be studied further for future possible re-use, mothballing, or demolition in consultation with VA and the SHPO pursuant to [Stipulation 6](#) of this Agreement;
 - iii. The Parties acknowledge and agree that the purpose of this Agreement is to ensure that development activities by KVA on the Property pursuant to the Lease preserve and protect the historic district. KVA will therefore retain and preserve the existing planted mature trees and shrubs throughout the Property as practicable; in cases where maintaining a mature tree or shrub is not practicable (i.e., when the tree or shrub is diseased or located within the footprint of an improvement to be constructed on the Property as described and depicted in the Lease), KVA will replace such trees or shrubs in a manner consistent with approved guidelines; and
 - iv. KVA shall ensure that no development occurs on the historic Pioneer Cemetery, the root cellar as identified in the NRHP registration *IA 50138 / 63-01767*, or adjacent roadways, with the exception of that necessary to upgrade the utility system and roads to accommodate the new development activity, outside of the Cemetery and root cellar as reflected in the Master Plan.

- b. Prior to undertaking any construction, renovation or demolition work on the Property that deviates from the Master Plan or the Building Schedule, KVA shall submit such proposed deviations (e.g., proposed site work, new construction, rehabilitation or demolition etc.) to SHPO and the VA for review, utilizing the procedures outlined in [Stipulation 4](#) of this Agreement.
- c. If any issues or concerns relating to the Master Plan or the Building Schedule cannot be successfully resolved by KVA, the VA and SHPO, the Parties shall consult pursuant to the Dispute Resolution measures outlined in [Stipulation 16](#) of this Agreement.

3. Review of Individual Projects at “This Property”

- a. Although the detailed scopes of individual projects being considered by the VA at the Property are not known at this time, the Master Plan contains a list of general project requirements as set out in [Exhibit C1 &2](#). As detailed project scopes are developed, the VA shall initiate consultation, as required, under 36 CFR Part 800.6.
 - i. The VA anticipates that undertakings will involve rehabilitation of existing, underutilized properties, new construction on currently undeveloped land, and periodic routine maintenance of existing, underutilized properties and new construction over the life of the lease.
- b. The Developer will have responsibility for building rehabilitation and routine maintenance and/or new construction pursuant to the terms of the Lease, utilizing the procedures outlined in [Stipulation 4](#) of this Agreement.

4. Project Review Procedures

- a. KVA, the VA and SHPO agree to consult proactively by conducting early design consultations and on-going periodic meetings, as necessary, to facilitate compliance with the terms of this Agreement. The standard of review by the SHPO and VA under this Stipulation, of KVA’s proposed renovation and use of the existing buildings on the Property, shall be based upon the Secretary of Interior Standards established for the Federal historic tax credit program detailed in 36 CFR § 67.
- b. Projects proposed by KVA that are not exempted from review, in accordance with [Stipulation 5](#) of this Agreement, shall be processed as follows:
 - i. Prior to undertaking any action on a proposed Project, KVA shall afford the SHPO and VA an opportunity to review and comment on the Project by drafting a Determination Of Effect On Historic Properties (DEHP) regarding the potential effect of the Project on relevant historic properties on the Property, and submitting it to the SHPO and VA simultaneously. KVA shall ensure that the DEHP is prepared by a Qualified Architectural Historian or Qualified Historic Architect.

- ii. The DEHP shall include information sufficient to fully describe and explain the proposed Project to the SHPO and VA, along with an analysis of any potential effects on historic properties on the Property, and shall include, as appropriate: maps, photographs, plans, drawings, alternatives analyses, and conditions assessments/structural reports. A completed Part II Application required by the Secretary of Interior in the pursuit of Federal historic tax credits is deemed sufficient information under this Stipulation 4.b.ii.
- iii. The SHPO and VA shall then separately review their respective submissions of the DEHP from KVA. Within thirty (30) Business Days after SHPO receives its submission of the DEHP from KVA, SHPO shall provide comments on the DEHP to the VA so VA can prepare Consolidated Comments on the DEHP reflecting both SHPO's and VA's comments. VA will then forward the Consolidated Comments to KVA within ten (10) Business Days of its receipt of comments from SHPO.
 - (1) If however, within the ten (10) Business Day time period, either the SHPO or VA determines that the DEHP provided by KVA is deficient or incomplete, the VA shall notify KVA of any additional information or correction needed, and may also request a meeting or site visit with KVA. KVA shall expeditiously and in good faith provide the additional information or correction, and cooperate with planning and executing such meeting or site visit. The same procedures will apply if the SHPO finds the DEHP to be insufficient.
 - (2) Upon receipt by KVA of any such request for additional information or correction from VA, the ten (10) Business Day time period for VA to review the DEHP and provide Consolidated Comments to KVA shall be terminated. A new ten (10) Business Day time period shall commence upon receipt by VA of the additional information or correction from KVA, as described in VA's request. The VA agrees to promptly notify KVA when it has received all of the additional information or correction from KVA.
 - (3) The VA will then forward the Consolidated Comments to KVA within ten (10) Business Days of its receipt of comments from the SHPO. If the VA determines that the proposed undertaking will constitute an adverse effect, the VA, the SHPO, and KVA will consult to determine reasonable measures to avoid, minimize, or mitigate the adverse effect, and such consultation will occur within five (5) Business Days of KVA's receipt of such comments.
 - (4) In the event that the VA fails to forward Consolidated Comments to KVA within the time period herein described, KVA may proceed with the Project in accordance with the Lease, subject to providing five (5) Business Days advance notice, in writing to both the VA and SHPO.
- iv. KVA shall evaluate VA's Consolidated Comments and shall, within fifteen (15) Business Days of receipt, submit simultaneously to the VA and SHPO a KVA Response To Consolidated Comments.

- (1) If KVA's Response To Consolidated Comments indicates concurrence with all of the Consolidated Comments, KVA shall incorporate such Consolidated Comments into the proposed Project and may immediately proceed with the Project subject to the terms of the Lease and this Agreement.
- (2) If KVA's Response To Consolidated Comments indicates non-concurrence with any of the Consolidated Comments, KVA shall not commence work on the Project until the non-concurrence is resolved, and any Party may initiate Dispute Resolution procedures, as outlined in [Stipulation 16](#) of this Agreement.

5. Exempted Work:

Activities undertaken by the KVA on the Property that are listed in [Exhibit E](#), entitled "Activities That Do Not Require Further Review," shall not require review by the SHPO or VA to satisfy the requirements of the Agreement of Section 106 of the NHPA.

6. Buildings Subject to Further Study:

- a. Since Study Buildings may contribute to the historic significance of the Property and Knoxville VAMC, KVA shall undertake efforts to consider adaptive re-use of them.
- b. Within fourteen (14) months following the Effective Date of This Agreement, KVA shall prepare an analysis of the Study Buildings that shall include, as a minimum, the following:
 - i. A list of possible adaptive uses for the Study Buildings with supporting conceptual plans and cost estimates;
 - ii. Existing conditions surveys, structural analyses and/or other engineering studies necessary to evaluate the feasibility of adapting the Study Buildings for the identified uses; and
 - iii. An initial fourteen (14) month plan and cost estimates for stabilization ("mothballing") of the Study Buildings in accordance with the National Park Service's *Preservation Brief 31: Mothballing Historic Buildings*. A subsequent long term stabilization plan shall be submitted at the end of the initial fourteen (14) month period.
- c. KVA shall then submit the analysis described in (b) immediately above to the VA and SHPO for review and comment using the procedures described for submissions of Projects outlined in [Stipulation 4](#) of this Agreement.
- d. If the Parties concur, utilizing the procedures as described in [Stipulation 4](#), that the Study Buildings should be preserved, they shall be rehabilitated in accordance with the agreed upon plans. In addition:

- i. KVA shall contact the VA and the SHPO to determine if any additional recordation/documentation measures are required beyond those to be carried out as a part of the National Register nomination package described in [Stipulation 10](#) of this Agreement.
 - ii. If the VA, in consultation with the SHPO and KVA, determines that additional and reasonable recordation/documentation measures are necessary, KVA shall complete those measures and revise them in accordance with VA and the SHPO comments, if any, until such time that the VA accepts the recordation/documentation measures in writing, utilizing the procedures outlined in [Stipulation 4](#).
- e. If the Parties concur, utilizing the procedures outlined in [Stipulation 4](#), that the Study Buildings should be mothballed, they shall be mothballed in accordance with the agreed upon plans. In addition:
- i. KVA shall contact the VA and the SHPO to determine if any additional recordation/documentation measures are required beyond those with will be carried out as a part of the National Register nomination package described in [Stipulation 10](#) of this Agreement.
 - ii. If the VA, in consultation with the SHPO and KVA, determines that additional and reasonable recordation/documentation measures are necessary, KVA shall complete those measures and revise them in accordance with VA and the SHPO comments, if any, until such time that VA accepts the recordation/documentation measures in writing utilizing the procedures outlined in [Stipulation 4](#).
- f. If the Parties concur, utilizing the procedures outlined in [Stipulation 4](#), that a Study Building shall be demolished, KVA shall not demolish such Study Building, in whole or in part until the following is completed:
- i. KVA shall contact the VA and the SHPO to determine if any additional recordation/documentation measures are required beyond those with will be carried out as a part of the National Register nomination package described in [Stipulation 10](#) of this Agreement.
 - ii. If VA, in consultation with the SHPO and KVA, determines that additional and reasonable recordation/documentation measures are necessary, KVA shall complete those measures and revise them in accordance with VA and the SHPO comments, if any, until such time that VA accepts the recordation/documentation measures in writing utilizing the procedures outlined in [Stipulation 4](#).

7. Design Guidelines for New Construction:

- a. Any proposed new construction within the boundaries of the Property's portion of the Knoxville VAMC Historic District, will be designed to complement the existing historic architecture.

- b. In consultation with the SHPO and the VA, KVA shall develop Design Guidelines (“Guidelines”) that will be used in preparing all new construction and site development projects on the Property. Once the Guidelines are agreed upon by the Parties, new construction and site development shall not be subject to [Stipulation 4](#) of this Agreement so long as said construction remains consistent with the Guidelines and does not materially deviate from the Master Plan.
- c. The Guidelines shall address issues such as, but not limited to, massing, scale, height, setbacks, location, landscaping, materials and historical view sheds. The VA and SHPO must approve of the Guidelines in writing before KVA may proceed with new construction and site development on the Property.
- d. Within six (6) months following the Effective Date of this Agreement, KVA shall submit a draft of the Guidelines simultaneously to the SHPO and VA.
- e. The SHPO shall then submit comments on the draft Guidelines to the VA within ten (10) Business Days of receipt from KVA. The VA in turn, will compile SHPO and any VA comments, and provide Consolidated Comments on the draft Guidelines to KVA not later than ten (10) Business Days following receipt.
 - i. If the VA’s consolidated comments indicate that the SHPO and VA approve of the draft Guidelines, KVA may proceed with construction and development projects on the Property in accordance with the Guidelines as approved on the Lease.
 - ii. If the VA’s consolidated comments indicate that the SHPO and VA disapprove of the draft Guidelines, KVA shall respond by providing to the VA additional information, amendments or corrections to the draft Guidelines in an effort to obtain VA/SHPO approval. The VA, in consultation with SHPO, and KVA shall thereafter exchange comments on the draft Guidelines. Each such submission of comments on the draft Guidelines by the VA and KVA shall be provided within ten (10) Business Days of receipt of the previous comment. If, for any reason, the VA fails to respond to a comment from KVA within such period of ten (10) Business Days of receipt, KVA may proceed with construction and development on the Property as provided in the draft Guidelines, as originally submitted by KVA, after providing advance written notice to the VA and SHPO.
- e. If KVA, the VA and SHPO cannot reach agreement on the draft Guidelines, any Party may initiate Dispute Resolution Procedures as described in [Stipulation 16](#) of this Agreement.
- f. The sole responsibility for determining that the plans and specifications are consistent with the Design Guidelines for New Construction rest upon the Architect of Record.

8. Treatment of Archaeological Resources:

If a Project, as submitted by KVA, proposes to impact submerged areas (e.g. streams, ponds) within, bordering and adjacent to the Property, KVA shall consult with the SHPO and VA utilizing the procedures outlined for Projects as described in [Stipulation 4](#) to address the potential effect on submerged historic properties.

9. Unanticipated Discoveries

- a. In the course of conducting work on a Project or any other activity on the Property that involves disturbance of the ground, KVA shall not intentionally or knowingly remove, disturb or cause to be removed or disturbed any archaeological, or other cultural artifacts, relics, remains, or objects of antiquity. Any such artifacts, relics, remains, or objects of antiquity constitute federally-owned property under the control of the VA.
- b. In the event that a previously unidentified archaeological resource is discovered during such activities, KVA shall immediately stop all work involving subsurface disturbance in the immediate area of the resource and in the surrounding area where further subsurface resources may reasonably be expected to occur (the "Site"), and shall immediately notify the VA. The VA shall then, within ten (10) days of such notice, obtain a Qualified Archaeologist to inspect the Site to determine whether further investigations are warranted. Following the inspection by the Qualified Archaeologist, KVA, the VA and SHPO shall consult and determine, within three (3) Business Days following the completion of such inspection, whether to conduct any archaeological work that may be necessary, and if so, how such archaeological work shall be accomplished. Construction work may continue in the Project area outside the Site, which shall be clearly identified, cordoned and marked by KVA.
- c. If, following the inspection by the Qualified Archaeologist, the VA determines that the previously unidentified archaeological resource or other cultural artifacts, relics, remains or objects of antiquity are eligible for listing in the National Register of Historic Places (NRHP), the VA shall submit to the SHPO an assessment of the Site's eligibility and a Treatment Plan prepared by KVA to avoid, minimize, or mitigate any adverse effect on the resource, within five (5) Business Days.
 - i. The Treatment Plan shall be prepared and implemented in accordance with the Secretary of Interior's Standards and Guidelines for Archaeology and Historic Preservation.
 - ii. The SHPO shall provide the VA and KVA comments on the eligibility of the resource for listing in the NRHP and the Treatment Plan within five (5) Business Days of receipt. The VA shall then take into account the SHPO's comments regarding NRHP eligibility and the Treatment Plan, and provide consolidated comments to KVA. KVA shall carry out appropriate actions in accordance with the Treatment Plan. KVA may only resume work on the Site upon receipt of written notice from the VA.

- iii. If it is later determined by the SHPO and VA that the archaeological resource on the Site does not meet the criteria for eligibility in the NRHP (36 CFR § 60.4), KVA may resume work immediately upon receipt of written notice from the VA, which shall not be unreasonably delayed.
 - iv. The VA or KVA (as determined by VA in its reasonable discretion) shall provide the SHPO with a written report on actions taken pursuant to the Treatment Plan within thirty (30) calendar days following the resumption of work on the Site.
- d. If human remains are identified on the Property by any action taken pursuant to this Agreement, the VA and KVA shall consult and notify the SHPO within three (3) Business Days of discovery and shall develop and implement a plan for the appropriate treatment of those remains in accordance with the Native American Graves Protection and Repatriation Act (NAGPRA) (25 USC §§ 3001 et. seq. as appropriate) and the Archaeological Resources Protection Act (ARPA) (16 §§ USC 470aa et. seq.) and their respective regulations.
- i. The plan shall include provisions for in-place preservation, excavation, and analysis, in accordance with a data recovery plan approved pursuant to this Agreement, and disposition of the remains as appropriate.
 - ii. The VA and KVA shall, in good faith, consult with the relevant parties in accordance with applicable law.
 - iii. The VA and KVA shall then submit the plan to the SHPO and the relevant Parties for review and comment prior to its implementation, following the steps of [Stipulation 4](#).
- e. If any discoveries under this Paragraph 9 will permanently impact the proposed development by KVA under the Master Plan, the Parties agree to work in accordance with the Lease to modify the Master Plan as expeditiously as possible so as to allow KVA to build or modify said structure impacted by this Paragraph in an alternative location on the Property.

10. National Register of Historic Places Nomination:

- a. Within six (6) months following the Effective Date of this Agreement, KVA shall develop and submit a National Register of Historic Places nomination package (“NRHP Package”) for the Property to the VA, subject to the availability of appropriate funds.
- b. The NRHP Package shall be developed in accordance with the *National Register Bulletin 16A* entitled: “How to Complete the National Register Form” and all other applicable guidance from the National Park Service.
- c. Within thirty (30) calendar days following receipt of the NRHP Package, the VA will review provide comments, sign and submit the NRHP Package to the SHPO for review.

- d. The SHPO shall then review the NRHP Package, and consult with the VA regarding any revisions and at the conclusion of such consultation, shall sign the NRHP Package and return it to VA within thirty (30) Calendar days. In the event, however, that the SHPO shall require in excess of thirty (30) Calendar days to review the NRHP Package and return it to the VA, the VA shall not be responsible for breach of this Agreement due to such review by the SHPO, in excess of thirty (30) Calendar days.
- e. The VA shall forward the final NRHP Package to the Keeper of the National Register; copies of the nomination package, including photographs, will be provided to the SHPO.

11. Retention of Historical Documentation and Artifacts:

- a. All historic and archaeological material discovered on the Property shall be owned by the VA.
- b. The VA is responsible for deciding where it will curate such historical and archaeological material in accordance with 36 CFR Part 79, "Curation of Federally-Owned and Administered Archaeological Collections," at a minimum.

12. Public Education and Outreach:

- a. KVA may facilitate and permit visitors on the Property grounds as development activities permit.
- b. KVA will provide and erect on site historic markers for specified areas, depicting the historic significance of the site, following the Knoxville VAMC Historic District's listing on the National Register. The text for the marker shall be provided by the VA or SHPO. The design and construction of the marker shall be subject to VA and SHPO review pursuant to [Stipulation 4](#) of this Agreement.
- c. KVA shall develop and implement a public education and outreach program regarding Knoxville VAMC's history and historic properties. The program may include coordination with outside interested parties, establishment of a museum, and production of brochures, exhibits, interpretive signs, walking tours, videos, website programs, National Register travel itinerary, or other creative means. KVA shall prepare a plan that provides a detailed description of the proposed program along with a schedule for implementation.
- d. KVA shall provide the plan to the SHPO and VA, and seek their comments and recommendations in developing the public education and outreach program and shall consider any SHPO comments regarding such program.
- e. KVA shall implement the public education and outreach program in accordance with their specified schedule.

13. Reporting:

- a. Beginning on the one (1) year anniversary following the Effective Date of this Agreement, and upon every anniversary thereof during the term of this Agreement, KVA shall compile and deliver an Annual Report to the SHPO and VA regarding KVA's preservation-related actions taken pursuant to this Agreement, and shall include in the Annual Report, a general description of exempted work accomplished in accordance with Exhibit E.
- b. The Annual Report shall contain both qualitative and quantitative data regarding matters such as, but not necessarily limited to: (1) documentation to justify the in-kind replacement vs. repair of historic fabric, (2) a description of the types and number of preservation-related projects undertaken during the prior year, including exempted work accomplished in accordance with Exhibit E, (3) a description of efforts relating to public education and outreach, (4) illustrations of projects that are contemplated for future implementation, and (5) information to substantiate that SHPO/VA requirements regarding historic properties on the Property have been carried out.

14. Monitoring:

KVA agrees to permit VA's representatives, agents, and employees access to and the right of entry onto the Property, subject to the rights of patients and other occupants under applicable law and conditioned upon minimizing disruption to KVA's and its permittees operations during the course of such entry, and upon the assumption by the grantee of such right of entry of liability to the Department and to Lessee and its permittees for such damages as the Department or Lessee or its permittees may suffer for property damaged, destroyed or rendered uninsurable as a result of such entry. Such access shall be at reasonable times and upon reasonable notice before, during and after improvement of the Property and at the Department's expense, for the purposes of monitoring, observing, making inquiries, and taking such samples of materials for testing as may be necessary in order for VA to evaluate the physical characteristics of the Property, and any other matters reasonably deemed necessary by the Department.

15. Professional Qualification Standards:

All preservation-related work carried out in accordance with this Agreement shall be overseen by a person or persons meeting *The Secretary of the Interior's Professional Qualification Standards* (36 CFR Part 61) for the appropriate discipline.

16. Dispute Resolution:

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

- a. Forward all documentation relevant to the dispute, including the VA's proposed resolution, to the SHSI. The SHSI shall provide the VA with its advice on the resolution

of the objection within thirty (30) Calendar Days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the VA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the SHSI, signatories and concurring parties, and provide them with a copy of this written response. The VA will then proceed according to its final decision.

- b. If the SHSI does not provide its advice regarding the dispute within the thirty (30) Calendar Day time period, the VA may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the VA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the Agreement, and provide them and the SHSI with a copy of such written response.
- c. The VA's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute, remain unchanged.

17. Amendments and Termination:

- a. Any Party to this Agreement may request that this Agreement be amended, whereupon all parties shall be consulted to consider such amendment. The amendment will be effective on the date a copy signed by all of the Parties is filed with the SHSI.
- b. Should any Party to this Agreement determine that the terms of this Agreement will not or cannot be carried out, that Party shall immediately consult with the other Parties to attempt to develop an amendment. If within thirty (30) calendar days (or another time period agreed to by all Parties) an amendment cannot be reached, any Party may terminate the Agreement, upon written notification to the other Parties.
- c. In the event of such a termination of this Agreement, the VA shall notify SHSI and follow the Section 106 process (36 CFR 800.3 through 800.7) for all Federal undertakings associated either directly or indirectly with the property or propose the development of another Agreement with the Parties. The VA shall notify the signatories as to the course of action it will pursue. KVA shall, in such event, comply with the terms of the Lease.
- d. In the event the Lease, or any portion thereof, is: (1) terminated between the VA and KVA, or (2) assigned in accordance with the Lease, KVA shall be relieved of its responsibilities arising from this Agreement as to the Property or portion of the Property, respectively.

18. Duration:

This Agreement shall continue in full force and effect only during the term of the Lease. Periodically, at least every one (1) year following the Effective Date Of This Agreement, the provisions of this Agreement will be reviewed and amended if necessary, subject to approval

of all Parties. In the event of a termination of the Lease, and thereby this Agreement, the VA shall thereafter comply with the NHPA, as amended, with respect to the Property.

19. Notice And Other Correspondence

- a. Notice and other correspondence between authorized representatives of the Parties as described in this Agreement may be in writing or via electronic means, unless otherwise required to be in writing as specified in the narrative.
- b. All written notices required or arising from the terms of this Agreement from any Party or to any Party shall be served on, or mailed to that Party via the address(s) designated below. Such written notices shall be deemed to be given upon receipt via certified mail. Refusal to accept delivery, and inability to make delivery because of an incorrect or outdated address provided by the intended recipient, shall constitute receipt. A Party changing its address shall promptly provide notice of the new address to the other Parties in writing.

20. Availability of Funds

This Agreement is subject to the Anti-Deficiency Act (31 U.S.C. §1341). The Department's responsibilities under this Agreement are contingent upon the availability of appropriated funds from which payment, if any, can be made. No legal liability on the part of the VA for any payment may arise until funds are made available to the VA for this Agreement and until the Designated VA Representative receives written notice of such availability. The VA shall promptly initiate consultation with the Parties to revise or terminate this Agreement in the event that the VA determines that appropriated funds are not available as described herein.

21. Enhanced-Use Lease

The Parties acknowledge and agree that nothing in this Agreement shall be interpreted to amend or alter in any way the terms of the Knoxville VAMC Enhanced Use Lease, dated December 27, 2011, to include but not limited to Department approvals of the Design Plan, Construction Documents, and any proposed changes, revisions, modifications or amendments to the Development Plan.

22. Coordination with Rehabilitation Tax Credit Programs

KVA may apply for Federal and/or State rehabilitation tax credits for eligible projects proposed under this Agreement, in accordance with the applicable requirements and procedures of the relevant tax credit programs. Full compliance with the requirements of those programs shall constitute SHPO approval of the rehabilitation plans for those eligible actions for purposes of this Agreement. Fulfillment of the terms of this Agreement does not constitute or guarantee approval for Federal and/or State rehabilitation tax credits.

PARTIES

VA:

The Department of Veterans Affairs
Office of Asset Enterprise Management
(044)
810 Vermont Avenue, NW
Washington, DC 20420
Attn: Designated VA Representative

KVA:

Knoxville Veterans Alliance, LLC (KVA,
LLC)
1701 Church Street
Norfolk, VA 23504-2313
Attn: Aubrey Wilson

Knoxville Veterans Alliance, LLC (KVA,
LLC)
1448 Lake Drive
Knoxville, IA 50138-8844
Attn: James Washington

SHPO:

State Historic Preservation Office
600 E. Locust
Des Moines IA 50319

SHSI:

State Historical Society of Iowa
600 E. Locust
Des Moines IA 50319

ACHP:

Advisory Council on Historic Preservation
1100 Pennsylvania Avenue NW, Suite 809
Washington, D.C. 20004

CITY OF KNOXVILLE

Knoxville, Iowa City Mayor
305 S 3rd Street
Knoxville, IA 50138

KVA COMMUNITY SUPPORT TEAM

Knoxville Veterans Alliance Community
Support Team
309 E. Main Street
Knoxville, IA 50138

SIGNATURES FOLLOW ON NEXT PAGE

Execution of this Programmatic Agreement by the Parties and implementation of its terms evidence that the VA has taken into account the effects of the undertaking on historic properties and provided the SHSI an opportunity to comment pursuant to 36 CFR Part 800, the regulations that implement Section 106 of the National Historic Preservation Act of 1966, as amended.

DEPARTMENT OF VETERANS AFFAIRS:

By: _____
Maina Gakure
Office of Asset Enterprise Management
U.S. Department of Veterans Affairs

Date: _____

IOWA STATE HISTORIC PRESERVATION OFFICE:

By: _____
Jeff Carr
Architectural Historian
State Historic Preservation Officer

Date: _____

STATE HISTORICAL SOCIETY OF IOWA:

By: _____
Jerome Thompson
Administrator
State Historical Society of Iowa

Date: _____

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: _____
Brian Lusher
Director
ACHP Office of Federal Agency Program

Date: _____

KNOXVILLE VETERANS ALLIANCE LLC

By: _____
Aubrey Wilson
Managing Member
Knoxville Veterans Alliance, LLC

Date: _____

By: _____
James Washington
Managing Member
Knoxville Veterans Alliance, LLC

Date: _____

CONCUR: CITY OF KNOXVILLE

By: _____
Donald Zoutte
Knoxville, Iowa City Mayor

Date: _____

CONCUR: KNOXVILLE VETERANS ALLIANCE COMMUNITY SUPPORT TEAM

By: _____
Harv Sprafka
Representative
Knoxville VA Task Force and the Knoxville Veterans Alliance Community Support Team

Date: _____

Exhibit A1- Property/APE



Knoxville Veterans Alliance, LLC
1701 Church Street, Suite B
Norfolk, VA 23504

ECHELON
RESOURCES INC.

Commonwealth
ARCHITECTS

Exhibit A2- Property/APE

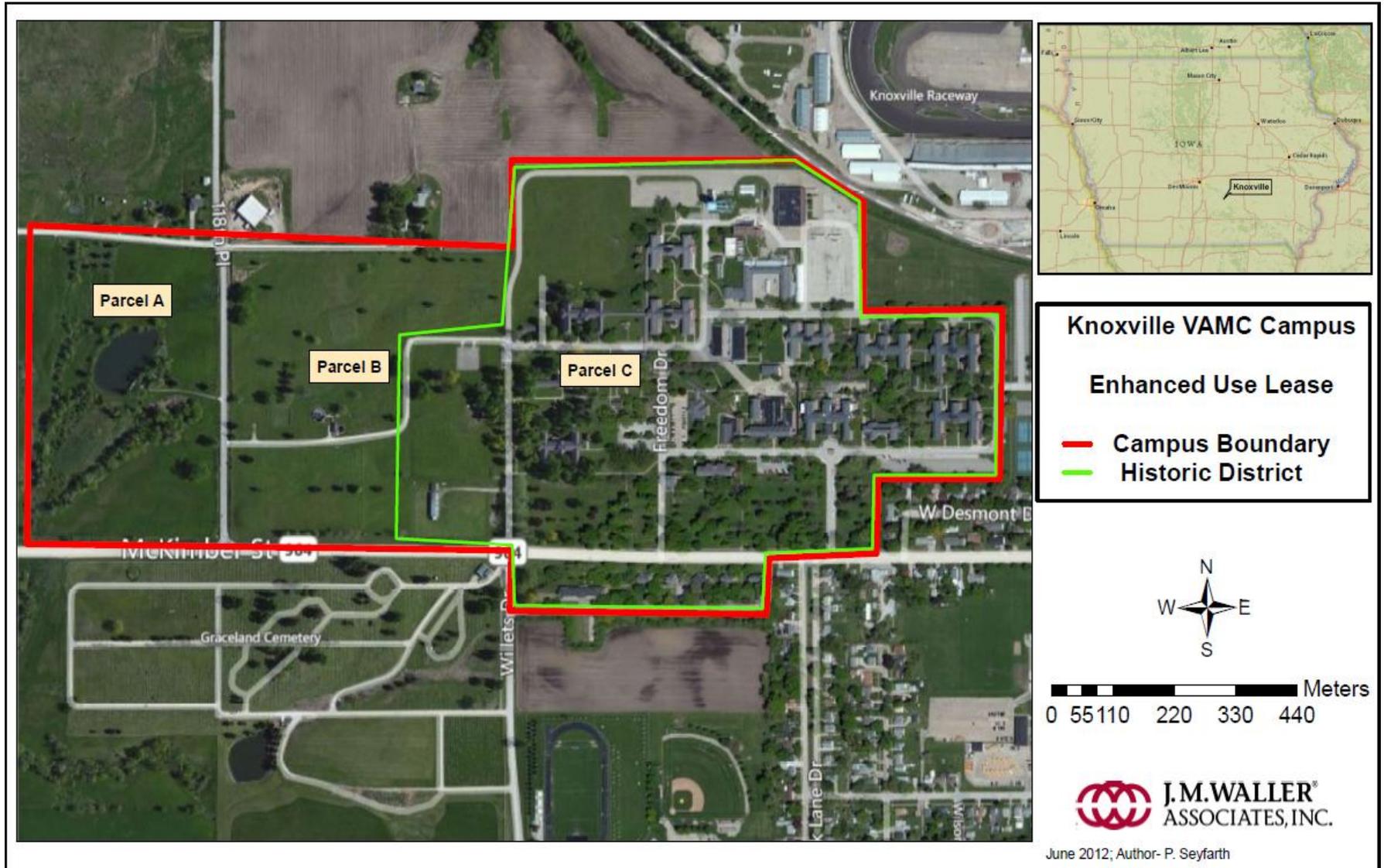


Exhibit B- Historic District

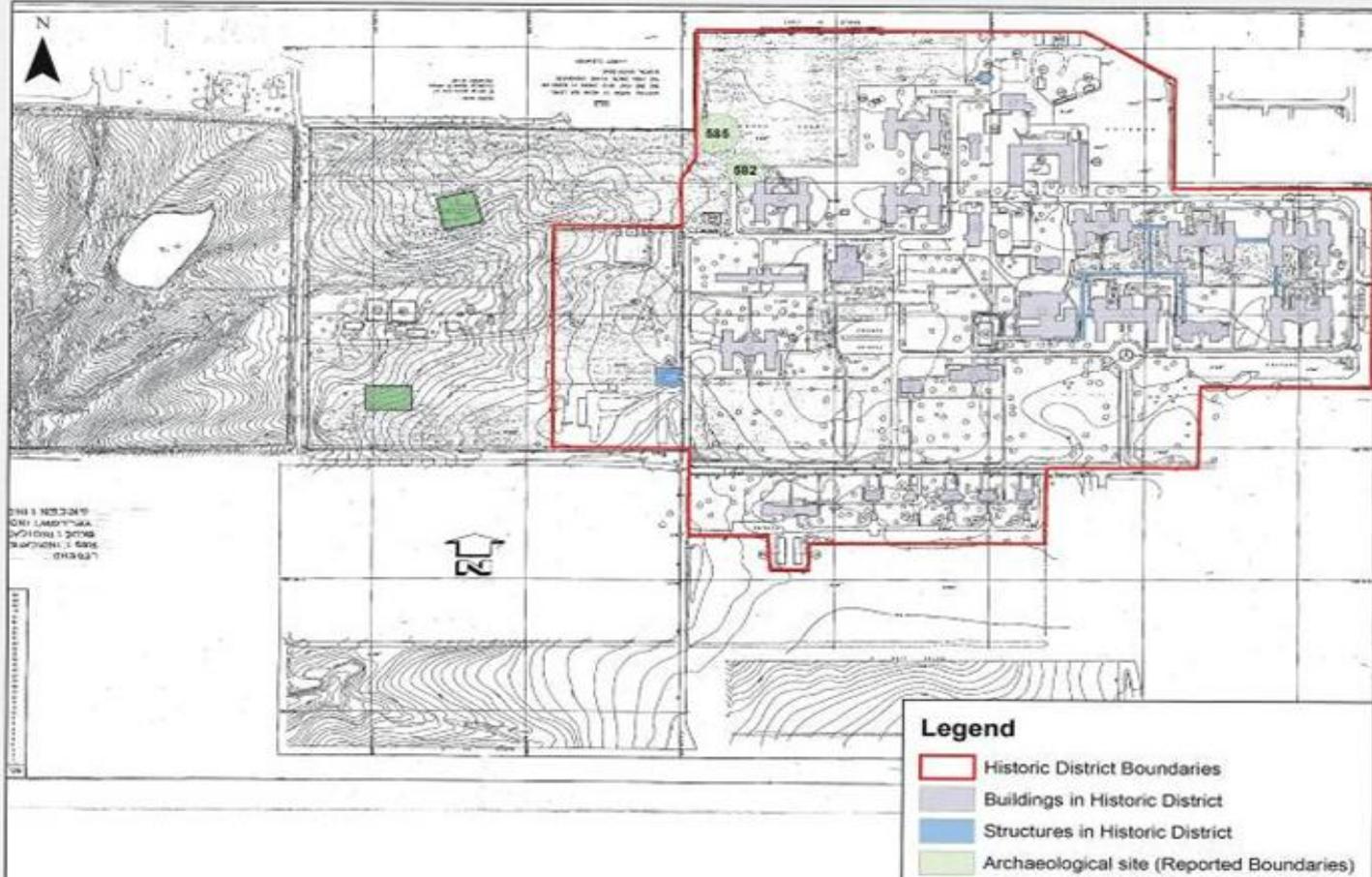
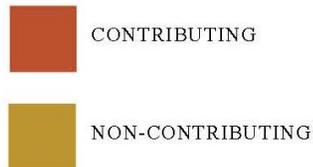


Figure 8:

Exhibit C2 – MASTER PLAN

CONTRIBUTING BUILDINGS		CONTRIBUTING BUILDINGS	
BUILDING #	IDENTIFICATION	BUILDING #	IDENTIFICATION
2	REHABILITATION	66	ENGINEERING SHOPS
3	ADMINISTRATION	67	PATIENT BUILDING
4	KITCHEN	68	PATIENT BUILDING
5	RECREATION	69	VEGETABLE STORAGE
6	WAREHOUSE	70	GARAGE
8	PATIENT BUILDING	74	PATIENT BUILDING
9	FEMALE QUARTERS	77	BOILER PLANT
10	DIRECTORS QUARTERS	78	GARAGE
11	DUPLEX QUARTERS	81	PATIENT BUILDING
12	DUPLEX QUARTERS	82	PATIENT BUILDING
13	DUPLEX QUARTERS	85	PATIENT BUILDING
27	OFFICES	92	WATER STORAGE TANK
28	APARTMENT BUILDING	99	GREENHOUSE
63	GARAGE	101	PATIENT BUILDING
64	GARAGE	102	PATIENT BUILDING
65	DUPLEX QUARTERS	161	BOWLING ALLEY



Knoxville Veterans Alliance, LLC
 1701 Church Street, Suite B
 Norfolk, VA 23504

ECHOLON
 RESOURCES INC.

Commonwealth
 ARCHITECTS

Exhibit D

Knoxville VAMC Site Development
Existing Building Retention/Demolition Schedule

<i>Bldg. #</i>	<i>Historic Function</i>	<i>Date</i>	<i>Proposed Function</i>	<i>Contributing</i>
2	Rehabilitation	2020	C-2 Residential/Commercial	X
3	Administration	2022	C-2 Residential/ Commercial	X
4	Kitchen	2022	M-5 Zoning/ Industrial/Commercial	X
5	Recreation	2022	C-2 Residential/ Commercial	X
6	Warehouse	2017	M-5 Zoning/ Industrial/Commercial	X
8	Patient Building	2022	C-2 Residential/ Commercial	X
9	Female Quarters	2017	R-3 Residential Multi-Family	X
10	Directors Quarters	2017	R-3 Residential Multi-Family	X
11	Duplex Quarters	2017	R-3 Residential Multi-Family	X
12	Duplex Quarters	2017	R-3 Residential Multi-Family	X
13	Duplex Quarters	2017	R-3 Residential Multi-Family	X
27	Offices	2017	C-2 Residential/ Commercial	X
28	Apartment Building	2022	C-2 Residential/ Commercial	X
63	Garage	2017	R-3 Residential Multi-Family	X
64	Garage	2017	R-3 Residential Multi-Family	X
65	Duplex Quarters	2017	R-3 Residential Multi-Family	X
66	Engineering Shops	2017	M-5 Zoning/ Industrial/Commercial	X
67	Patient Building	2022	C-2 Residential/ Commercial	X
68	Patient Building	2022	C-2 Residential/ Commercial	X
69	Vegetable Storage	2022	C-2 Residential/ Commercial	X
70	Garage	2017	R-3 Residential Multi-Family	X
74	Patient Building	2022	C-2 Residential/ Commercial	X
77	Boiler Plant	2022	M-5 Zoning/ Industrial/Commercial	X
78	Garage	2017	C-2 Residential/ Commercial	X
81	Patient Building	2022	C-2 Residential/ Commercial	X
82	Patient Building	2022	C-2 Residential/ Commercial	X
85	Patient Building	2022	C-2 Residential/ Commercial	X
92	Water Storage Tank	2087	M-5 Zoning/ Industrial/Commercial	X
99	Greenhouse	2017	M-5 Zoning/ Industrial/Commercial	X
101	Patient Building	2022	C-2 Residential/ Commercial	X
102	Patient Building	2022	C-2 Residential/ Commercial	X
161	Bowling Alley	2022	M-5 Zoning/ Industrial/Commercial	X

Exhibit E

ACTIVITIES THAT DO NOT REQUIRE FURTHER REVIEW

In accordance with the Programmatic Agreement among the Department of Veterans Affairs (“VA”), the Knoxville Veterans Alliance, LLC (“KVA”), the Iowa State Historic Preservation Officer (SHPO) and the State Historical Society of Iowa (“SHSI”), the following activities (to be reported in the Annual Report) have been determined (based upon advice provided by a Qualified Architectural Historian or Qualified Historical Architect) to constitute “no effect” or “no adverse effect” on historic properties and, therefore, warrant no further review by the SHPO, the VA or the SHSI:

1. IN GENERAL:

- a. Maintenance – This category includes only those projects which are used to protect the physical structure of the property and to ensure proper functioning of its equipment. *The Secretary of the Interior’s Standards for Rehabilitation*, applicable *Preservation Briefs* and all other relevant technical guidance from the National Park Service will be consulted to plan and implement these projects.
- b. Repair and In-Kind Replacement – *The Secretary of the Interior’s Standards for Rehabilitation* require that historic fabric be repaired rather than replaced, unless the existing historic fabric is deteriorated beyond repair. If the existing historic fabric is deteriorated beyond repair, the *Standards* require that it be replaced “in-kind” (i.e., using new fabric that is identical in size, shape, color, materials, design, configuration texture and composition to the historic fabric). Projects involving the in-kind replacement of less than approximately 25% of the historic fabric of any given feature will not require further review by the SHPO or the VA, provided that it can be documented that the historic fabric to be replaced is deteriorated beyond repair. Complete replacement of an entire historic feature must be coordinated with the SHPO and the VA.
- c. Minor Interior Renovation – This category includes only those projects that do not alter the original floor plan, result in significant damage to interior historic fabric (e.g. baseboards, trim, plaster, fireplaces, paneling, flooring, doors, light fixtures and hardware as well as decorative materials including stenciling, marbling and graining) or introduce new elements that would visually impact character-defining interior spaces. Examples of these types of projects include painting, wallpapering, door renovations, and/or ceiling work.
- d. Landscape-Related – This category includes only those projects which affect the earth and plantings located on the property. This category will include projects which add vegetation to the property, but not those that remove significant amounts of live growth. Landscape projects on or immediately adjacent to the historic Pioneer Cemetery and the root cellar are not included in this category, as they will require further review by the SHPO and the VA.

As well, a 150 year-old Burr Oak located adjacent to the planned veteran housing and east of Graceland Cemetery, shall be preserved and maintained.

2. SITE MODIFICATIONS:

- a. The construction of utility, water and sewer and roads projects through previously disturbed utility corridors.
- b. Repair of driveways and walkways following the existing or historic configuration and using limited in-kind or historically documented replacement materials.
- c. Repair of fences which follow the existing or historic configuration and design and are constructed with limited in-kind or historically documented replacement materials.
- d. Site clean-up, including trimming trees or other plantings, provided that such activity does not change the characteristic size or shape of the tree or planting. Limited replacement of dead trees or other dead plantings with in-kind species in accordance with any planting plan that has been approved by the SHPO and the VA.
- e. Infilling abandoned wells, shafts and basements when the infilling does not remove or destroy supporting walls or character defining elements. The feature can be in filled, but not obliterated. Structural characteristics, such as well houses and support walls, will be preserved.

3. WEATHERIZING AND ENERGY CONSERVATION:

- a. Installation of insulation in the attic, basement, crawl space, beneath floors and around pipes and ducts in such cases where the installation can be accomplished without permanent visual changes to the character defining features of the exterior or interior. This exclusion does not include urea formaldehyde or other materials that induce or introduce moisture into a building.
- b. Application of caulking in a color that is compatible with the existing finishes.
- c. Limited in-kind replacement of window panes.
- d. Installation of interior storm windows in accordance with *Preservation Brief No. 3: Conserving Energy in Historic Buildings* and other applicable technical guidance from the National Park Service.
- e. Repair or limited in-kind replacement of historic awnings.
- f. Insulating window treatments, such as installation of insulated shades and blinds, if the installation does not detract from the significant visual qualities of the building.

- g. Installing water heater tank insulated blankets.
- h. Installing wood or raw aluminum storm windows which are painted to match window sash. Enameled aluminum storm windows and doors are acceptable, provided that these items match the size and configuration of the historic window or door and do not detract from the appearance of the building.

4. EXTERIOR AND INTERIOR REPAIRS:

- a. Repair or limited in-kind replacement of deteriorated windows and other historic features when it can be documented that the existing historic windows are deteriorated beyond repair.
- b. Removal of deteriorated paint and preparation of the exterior surfaces in accordance with *Preservation Brief No. 10: Exterior Pain Problems on Historic Woodwork; Preservation Brief No. 37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing* and other applicable technical guidance from the National Park Service.
- c. Cleaning masonry surfaces in accordance with *Preservation Brief No. 1: Assessing Cleaning and Water-Repellent Treatments for Historic Masonry Buildings* and other applicable technical guidance from the National Park Service.
- d. Repointing with mortar which matches the original in strength, composition, color, texture and duplicates the rake and other joints which define the existing historic characteristics and in accordance with *Preservation Brief No. 2: Repointing Mortar Joints in Historic Masonry Buildings* and other applicable technical guidance from the National Park Service.
- e. Correcting structural deficiencies in basements, crawl spaces and beneath porches.
- f. Floor refinishing and replacement of non-historic flooring material.
- g. Repair or limited in-kind replacement of exterior or interior stairs following the existing or historic configuration.
- h. Installation of grab bars and minor modifications for handicap accessibility including, but not limited to, temporary wooden ramps to one entrance of a given structure in accordance with *Preservation Brief No.32: Making Historic Properties Accessible* .
- i. Repair or limited in-kind replacement of roofing material in accordance with *Preservation Brief No. 4: Roofing for Historic Buildings* and other applicable technical guidance from the National Park Service.
- j. Installation of security devices including dead bolts, door locks, window latches and door peepholes provided that these items do not damage or alter the size and configuration of the historic window or door and do not detract from the appearance of the building.

- k. Installation of ridge vents or "Midget Louver" type soffit vents.
- l. The redesigning of non-character defining interior spaces which has no impact on historically significant, character-defining interior spaces.

5. MECHANICAL AND ELECTRICAL REPAIRS:

- a. Repair of existing mechanical or electrical systems if no alterations of character defining features are required in the work plan and the work follows existing pathways.
- b. Electrical work which is limited to upgrading or in-kind replacement. If possible, the work will reuse and rewire historic light fixtures.
- c. Plumbing work which is limited to upgrading or in-kind replacement and, in the case of new plumbing, provided that the work is situated within existing stud and joist cavities.
- d. Installation of fire or smoke detectors.
- e. Installation of mechanical equipment that does not significantly affect the exterior of the building (e.g., destroy historic fabric), is not visible from "street level," or does not require installation of new duct work in the interior.
- f. Removal of window air conditioning units.