

PROGRAMMATIC AGREEMENT

AMONG

THE UNITED STATES ARMY GARRISON – ROCK ISLAND ARSENAL,
THE DIVISION OF HISTORIC PRESERVATION
OF THE ILLINOIS DEPARTMENT OF NATURAL RESOURCES,
AKA AND COMMONLY KNOWN AS
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE NATIONAL PARK SERVICE – MIDWEST REGION,
AND THE RESIDENTIAL COMMUNITIES INITIATIVE
PRIVATIZED HOUSING PARTNER,

REGARDING

THE OPERATION, MAINTENANCE, AND DEVELOPMENT
OF LEASED ARMY FAMILY HOUSING AT ROCK ISLAND ARSENAL

WHEREAS, the U.S. Army Garrison (hereafter, “Garrison”) at Rock Island Arsenal (RIA) proposes to coordinate and administer an ongoing program of Operation and Maintenance of Existing Army Family Housing at RIA (hereafter, “Program”) in cooperation with the Residential Communities Initiative (RCI) Privatized Housing Partner; and

WHEREAS, the Privatized Housing Partner is Cadence Communities, LLC (hereafter, “Lessee”), which is a separate legal entity; and

WHEREAS, RIA is a federally-owned and -operated facility, and the Program is, therefore, an undertaking subject to review pursuant to Title 54 U.S. Code (USC) § 306108 *Section 106 of The National Historic Preservation Act (NHPA)* and its implementing regulations Title 36 Code of Federal Regulations (CFR) Part 800 *Protection of Historic Properties* (hereafter, “Act”); and

WHEREAS, the entire island of RIA is listed as a historic district in the National Register of Historic Places (NRHP), with a smaller subset of facilities also being listed as a National Historic Landmark (NHL) District; and

WHEREAS, pursuant to Army Regulation (AR) 200-1 *Environmental Protection and Enhancement*, the Department of the Army has designated the Garrison Commander (hereafter, “Commander”) to serve as the agency official responsible for compliance with the requirements of the Act at RIA; and

WHEREAS, pursuant to 36 CFR § 800.4(a)(1), the Garrison has defined the Project Area as those properties and real estate to be leased, as depicted in Appendix A, and has defined the area of potential effects (APE) as the entire National Register District as shown in Appendix A; and

WHEREAS, the Garrison has inventoried the Project Area for historic properties listed in the NRHP as identified in the “*Rock Island Arsenal*” *Historic District NRHP Nomination Form* (approved on 30 September 1969) and the “*Rock Island Arsenal Rodman Plan – Old Stone Buildings*” *NHL District NRHP Nomination Form* (approved on 7 June 1988), and for properties which are considered eligible for inclusion in the NRHP for the purpose of this Programmatic Agreement (PA) until a formal determination of NRHP eligibility has been made, and has

identified within the Project Area: seven listed/eligible contributing properties and 80 non-contributing properties, as detailed in Appendix B; and

WHEREAS, previous inventories have identified six archaeological resources within the Project Area as detailed in Appendix C, of which three have been recommended by the surveying Archaeologist as eligible for listing in the NRHP; and

WHEREAS, the Garrison has determined that the aforementioned Program, including actions performed by the Lessee, contractors, permittees, and housing tenants, may have an adverse effect on properties listed or eligible for listing in the NRHP as contributing elements to the RIA Historic District and/or the RIA NHL District, as detailed in Appendix B, and has consulted with the Division of Historic Preservation of the Illinois Department of Natural Resources, aka and commonly known as the Illinois State Historic Preservation Office (ISHPO) and the National Park Service – Midwest Region NHL Program (hereafter, “NPS) pursuant to 36 CFR § 800.14(b); and

WHEREAS, pursuant to 36 CFR § 800.6(a)(1), the Garrison has notified the Advisory Council on Historic Preservation (ACHP) of its potential adverse effects determination with specified documentation, and the ACHP has chosen to participate in this consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, pursuant to 54 USC § 306107 *Section 110(f) of the NHPA* and its implementing regulations 36 CFR § 800.6 and 800.10, the Garrison has, to the maximum extent possible, undertaken such planning and actions necessary to minimize harm to the RIA NHL District, and has notified the ACHP and the NPS (as the Secretary of the Interior’s Designee) of this consultation regarding the RIA NHL District, and has invited the NPS to participate in this consultation, and the NPS has chosen to participate in this consultation as a Concurring Party as requested via email on 3 March 2023; and

WHEREAS, pursuant to 36 CFR § 800.6(c)(2)(iii), the Garrison has invited the Lessee to participate in this consultation, and the Lessee has chosen to participate in this consultation as an Invited Signatory; and

WHEREAS, the Commander has notified the following federally-recognized Tribes of the development of this PA: the Ho-Chunk Nation, the Kansas Kickapoo Tribe, the Kickapoo Traditional Tribe of Texas, the Kickapoo Tribe of Oklahoma, the Osage Nation, the Sac & Fox Nation of Missouri in Kansas and Nebraska, the Sac & Fox Nation of Oklahoma, the Sac & Fox Tribe of the Mississippi in Iowa, and the Winnebago Tribe of Nebraska – who may attach traditional religious and cultural importance to RIA lands or historic properties therein; and has invited the Tribes to participate in the development of this PA pursuant to 36 CFR § 800.14(b)(2)(i), and received no response from any of the identified federally-recognized Tribes; and

WHEREAS, the consultation procedures among the Garrison, the ISHPO, and the ACHP outlined herein have no bearing on the required consultation procedures with federally-recognized Tribes, for which independent agreements or understandings may exist, and are therefore not part of or superseded by this PA; and

WHEREAS, in accordance with consultation conducted pursuant to 36 CFR § 800.14(b), the consulting parties have developed this PA in order to establish an efficient and effective program alternative for taking into account the effects of the Program on historic properties where routine management activities, maintenance, and limited renovations are undertaken at RIA within the Project Area; and

WHEREAS, in accordance with Army policy established in Army Directive 2020-10 *Use of Imitative Substitute Building Materials in Historic Housing* and Army NHPA Policy Memorandum *Management of Army National Historic Landmarks*, included at Appendix D, the use of imitative substitute building materials in all Army-owned and privatized historic housing will be considered by consulting parties when the quality of life, health, and safety of housing occupants is of concern, or where the use of historic buildings materials and in-kind building materials is housing is not financially feasible; and

WHEREAS, the effects of undertakings on Quarters 23 (Bldg 70) have been taken into account through the *Army Program Comment for Inter-War Era Historic Housing, Associated Buildings and Structures, and Landscape Features (1919-1940)* issued by the ACHP, and therefore no further preservation or consultation requirements exist for Quarters 23 in accordance with 36 CFR Part 800; and

WHEREAS, the Garrison notified the Colonel George Davenport Foundation and the Rock Island County Historical Society of the development of this PA on 17 October 2022, and published notice of the development of this PA in the *Rock Island Dispatch* and the *Quad City Times*, and has provided the public an opportunity to comment on this PA, with no comments received;

NOW, THEREFORE, the Garrison, the ISHPO, the ACHP, the Lessee, and the NPS agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account potential effects of the Program on historic properties.

STIPULATIONS

Upon execution of the privatized housing lease, the Garrison and the Lessee shall ensure that the following measures are carried out for activities related to this Program:

I. PROFESSIONAL STANDARDS

- A. The Garrison shall ensure that all actions taken by employees or contractors will meet professional standards under the regulations developed by the Secretary of the Interior. The Commander shall designate a federal employee as the Garrison Cultural Resources Manager (CRM) in accordance with AR 200-1. The implementation of this PA shall be primarily executed on a day-to-day basis by the CRM, under the authority of the Commander, who is ultimately responsible for ensuring that the stipulations herein are met.
- B. The Lessee shall designate a primary point of contact (POC) to serve as the Lessee's counterpart to the Garrison CRM.

II. PLANNING

- A. The Garrison and the Lessee shall ensure that planning documents are available to the CRM for analysis.
- B. The Garrison shall ensure that schedules and priorities are established and documented for identification, evaluation, and treatment of historic properties that might be affected by undertakings identified in accordance with Stipulation IV. Such schedules shall be synchronized with the Lessee's schedule and other requirements, including the National Environmental Policy Act (NEPA).

- C. The Garrison shall make reasonable and good faith efforts during planning in order to avoid adversely affecting properties which are listed or eligible for listing in the NRHP and/or designated as an NHL, either individually or as a contributing element to a historic district. When there are practical and financially feasible alternatives available for accomplishing Garrison and tenant unit mission needs that avoid adverse effects to historic properties, the Garrison shall consider those alternatives in reaching a final decision on a course of action.

III. COMMUNICATION

- A. The primary form of written communication shall be via email with submittals, comments, and responses provided electronically. Requests by the consulting parties to this PA for hard copies of any submittals, comments and/or responses pertaining to the execution of the stipulations of this PA shall be provided in a timely manner in order to facilitate consultation.
- B. In order to facilitate timely reviews and discussions, initiation of consultation by the Garrison shall be submitted via the ISHPO and ACHP electronic submittal email addresses identified below.
 - 1. ISHPO Electronic Submittal System: shpo.review@illinois.gov
 - 2. ACHP Electronic Submittal System: e106@achp.gov
- C. In cases where an undertaking is proposed within either "Terrace Drive" or "East Street Circle," as identified in Appendix B, the Garrison shall also invite the NPS to participate in consultation.
- D. In all cases, the Garrison shall ensure that the Lessee is included in all communications, reviews, discussions, and subsequent consultations.

IV. PROJECT REVIEW PURSUANT TO THE PROGRAM

- A. Determine the Undertaking
 - 1. For the purpose of this PA, all activities performed by the Lessee pursuant to the Program and within the Project Area shall be defined as an undertaking as defined in 36 CFR § 800.16(y), and the Lessee shall continue the Project Review Process.
- B. Identify Affected Historic Archaeological Resources
 - 1. If the undertaking involves ground-disturbing activities, the Garrison shall, in coordination with the Lessee, determine if affected archaeological resources have been adequately identified for the undertaking.
 - a) If existing survey efforts are not adequate to determine whether an archaeological resource within or adjacent to the applicable Housing Area is affected by the undertaking, or if existing survey efforts are not adequate to render a determination of eligibility of affected archaeological resources, the Garrison Lessee shall complete survey work to adequately identify and evaluate affected archaeological resources.
 - 1) If subsequent survey efforts reveal that proposed ground-disturbing activities will not occur within site extents, the CRM shall provide a copy of survey

results to the ISHPO and the Lessee, and the Garrison and the Lessee shall continue the Project Review Process.

- 2) If archaeological resources within the area of proposed ground-disturbing activities have not been evaluated for NRHP eligibility, the Garrison shall make an eligibility determination and submit all documentation related to the evaluation to the ISHPO for NRHP eligibility concurrence. This submission may occur in conjunction with determinations of evaluated effects of the undertaking.
 - i) The ISHPO shall be afforded 30 calendar days to respond to the Garrison determinations of eligibility and effects.
 - ii) If the Garrison and the ISHPO do not agree on determinations of eligibility, the Garrison shall either resolve the disagreement through further consultation with the ISHPO or shall consult with the Keeper of the National Register pursuant to 36 CFR Part 63 *Determinations of Eligibility for Inclusion in the National Register of Historic Places*.
 - b) If the Garrison determines that existing survey efforts are sufficient to determine that ground-disturbance activities will not take place within the extents of a listed or eligible archaeological site, the Garrison and/or the Lessee shall continue the Project Review process.
2. If the undertaking does not involve ground-disturbing activities, the Garrison and/or the Lessee shall continue the Project Review process.

C. Evaluate Effects of the Undertaking

1. Assess Applicability of Undertakings Excluded from Consultation

- a) If the Garrison and/or the Lessee determines that the undertaking solely involves interior maintenance or interior modifications to structures identified in Appendix B as Non-Contributing Elements (NCEs), the Garrison and/or the Lessee shall determine that the undertaking has “No Adverse Effect to Historic Properties.” The Lessee and CRM shall document this determination for the undertaking for inclusion in an annual report of activities (hereafter, “Annual Report”), in accordance with Stipulation IX; and the Garrison and the Lessee have no further obligation with regard to this stipulation for the undertaking.
- b) If the Garrison and/or the Lessee determines the undertaking to be an activity described in Appendix E, the Garrison and/or the Lessee shall determine the undertaking to be an “Undertaking Excluded from Consulting Party Review.” The Lessee and CRM shall document this determination for the undertaking for inclusion in the Annual Report; and the Garrison and the Lessee have no further obligation with regard to this stipulation for the undertaking.
- c) If the undertaking does not meet either of the above criteria, the Garrison and the Lessee shall continue the Project Review process.

2. The Garrison shall, in coordination with the Lessee, assess the effects of the proposed undertaking, to include direct, indirect, and cumulative effects on historic properties using the criteria of adverse effects pursuant to 36 CFR § 800.5(a)(1) and shall make one of the following determinations:
 - a) "No Adverse Effect to Historic Properties": In cases where historic properties may be directly and/or indirectly affected by the undertaking, but will not be adversely affected to the extent that their integrity or historic character would be altered, the Garrison shall send the determination and supporting documentation to the ISHPO for review. In cases where affected historic properties are listed as a contributing element to the NHL District or as an individual NHL property, the Garrison shall also send the determination and supporting documentation to the NPS for review.
 - 1) The ISHPO and the NPS (if applicable) shall have 30 calendar days to respond to the determination of "No Adverse Effect to Historic Properties." If there is no response from either the ISHPO or the NPS (if applicable) 30 calendar days after each party has officially received the determination and documentation, the CRM shall document the lack of response for inclusion in the Annual Report, and the Garrison and the Lessee have no further obligation with regard to this stipulation for the undertaking.
 - 2) If the Garrison, the Lessee, the ISHPO, and the NPS (if applicable) concur after consultation that the undertaking will have "No Adverse Effect to Historic Properties," the CRM shall document this concurrence in the Annual Report, and the Garrison and the Lessee have no further obligation with regard to this stipulation for the undertaking after receiving formal concurrence from the ISHPO and the NPS (if applicable).
 - 3) If the ISHPO or the NPS (if applicable) do not concur with the determination of "No Adverse Effect to Historic Properties," the Garrison shall, in coordination with the Lessee, attempt resolution through consultation in accordance with Stipulation VI. If the Garrison cannot reach resolution in order to conclude consultation for the undertaking, the Garrison shall, in coordination with the Lessee, consult to resolve the dispute in accordance with Stipulation X.
 - 4) The Garrison shall submit the effect determination to the federally-recognized Tribes via certified mail and via email. The Tribes are not obligated to provide comments on the effect determination; however, if they wish for the Garrison to consider their comments regarding the effect determination, the Tribes shall submit comments in writing within 30 calendar days of receipt of the effect determination. If no comments are received within 20 days, the Garrison shall send a reminder via email to the Tribes. The Garrison shall take any timely tribal comments received into consideration before concluding consultation, and shall notify the ISHPO and the NPS (if applicable) of any tribal concerns and the Garrison response to those concerns.
 - b) "Adverse Effect to Historic Properties": If the Garrison determines that any historic properties will be adversely affected by the undertaking, the Garrison shall, in coordination with the Lessee, consult to resolve the adverse effect in accordance with Stipulation VI.

V. EXPEDITED REVIEW REQUESTS

- A. In the event that the Garrison or the Lessee must modify the scope of an undertaking or address an unforeseen condition during ongoing activities, the Garrison shall, in coordination with the Lessee, review the proposed modification and determine if it requires additional ISHPO, NPS (if applicable), and Tribal (if involving ground-disturbing activities or determined to constitute an adverse effect) review. Changes to the scope of an undertaking proposed by the Lessee shall be provided to the CRM within 7 calendar days of identification.
1. Changes subject to additional consulting party review include activities that fall outside those identified in Appendix E, and involve:
 - a) Additional alterations to character-defining features that were not addressed in previous submissions;
 - b) Reduction of minimization, avoidance, or mitigation measures previously agreed upon with the ISHPO and the NPS (if applicable);
 - c) Additional visible modifications that are distracting or non-compatible, regardless of direct impact to historic fabric;
 - d) Additional modifications to hidden structural elements; or
 - e) Additional substitution of materials not previously agreed upon.
 2. Only in cases in which the Garrison determines the modification requires additional consulting party review and wherein completion of the specific action triggering the change in scope is halting the undertaking's critical path tasks, will the submittal be labeled as an "Expedited Review Request." The ISHPO, the NPS (if applicable), and the federally-recognized Tribes (if involving ground-disturbing activities or determined to constitute an adverse effect) shall provide a response within 14 calendar days after all required documentation as specified in Stipulation IV as well as any additional requested documentation is provided by the Garrison.
 3. Expedited Review Request submittals shall be submitted directly to the ISHPO Cultural Resources Coordinator, the ISHPO Chief Archaeologist (if applicable), and the NPS Midwest Region Landmarks Coordinator for Illinois (if applicable) and labeled as "Expedited Review Request – response required within 14 days" when submitted to the ISHPO and NPS (if applicable).
 4. If the consulting parties have not responded within 14 calendar days, the Garrison and the Lessee shall proceed in accordance with the Garrison's determination.

VI. RESOLUTION OF ADVERSE EFFECTS

- A. Conduct consultation with the ISHPO, the NPS (if applicable), and the federally-recognized Tribes (if participating)
1. The Garrison shall, in coordination with the Lessee, discuss the undertaking with the ISHPO and the NPS (if applicable) via in-person, email or telephone communications.

2. The Garrison, the Lessee, the ISHPO, and the NPS (if applicable) shall develop an early consensus as to the extent of foreseeable effects and where the threshold may be for a determination of adverse effect.
3. The Garrison, the Lessee, the ISHPO, and the NPS (if applicable) shall establish an understanding for the level of effort the Garrison shall apply while carrying out the remainder of the process, identifying which options shall be omitted or given more analysis.
4. The Garrison, the Lessee, the ISHPO, and the NPS (if applicable) shall discuss possible avoidance and minimization efforts to reduce the effects below the threshold of adverse effect or whether mitigating actions may be required.

B. Identify Avoidance and Minimization Measures

1. The Garrison shall, in coordination with the Lessee, identify and determine the reasonable feasibility of avoidance measures, which may include:
 - a) Relocate the undertaking or portion of undertaking that has the potential for adverse effect.
 - b) Reduce the scope of the undertaking to avoid an adverse effect by either not triggering a cumulative adverse effect or eliminating effects that are destructive to historic properties or character-defining features.
 - c) Design new construction to be compatible with associated historic properties and easily reversible without damage to those properties, in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*.
 - d) Introduce buffers that create a visual screen or spatial separation between the new construction and historic properties.
2. The Garrison shall, in coordination with the Lessee, identify and determine the reasonable feasibility of minimization measures, which may include:
 - a) Provide archaeological monitors that meet *The Secretary of the Interior's Professional Qualifications Standards* for undertakings with a potential to affect historic properties for which a spatial or physical buffer cannot be provided.
 - b) Provide the most current standard operating procedure for inadvertent discoveries to all military, civilian, and contracted personnel whose work on the undertaking may result in an inadvertent archaeological or architectural discovery.
 - c) Repair and stabilize historic features directly or indirectly associated with the undertaking in accordance with *The Secretary of the Interior's Standards for the Treatment of Historic Properties*.
3. In accordance with Army policy established in Army Directive 2020-10 *Use of Imitative Substitute Building Materials in Historic Housing* and Army NHPA Policy Memorandum *Management of Army National Historic Landmarks*, included at Appendix D, the Garrison and the Lessee shall, in coordination with the ISHPO and the NPS (if applicable), consider the practicability of use of imitative substitute building materials in all historic housing subject to this PA. The Garrison, the Lessee, the ISHPO, and the NPS (if applicable) shall consult to develop a list of

imitative substitute building material applications acceptable for use within the Program, and this list shall be included as an update to Appendix E of this PA.

- a) Imitative substitute building materials shall be considered for use in the maintenance, repair, rehabilitation, and renovation of historic housing subject to this PA when the quality of life, health, and safety of housing occupants is of concern, or when the use of historic building materials and in-kind building materials is not financially feasible and impacts the ability to fully execute the scope of the project.
- b) Appropriate imitative substitute building materials, if used, shall be selected and used in accordance with the Guidelines included at Appendix D, with appropriate planning and design review to ensure that the overall historic and architectural characteristics of historic housing are maintained.

C. Determine Mitigation Strategies

1. The Garrison shall, in coordination with the Lessee, propose potential mitigation measures appropriate for the resource in consideration of the size and scale of the undertaking.

D. Formally Notify Appropriate Parties

1. The Garrison shall notify the ISHPO, the NPS (if applicable), the ACHP, the federally-recognized Tribes, identified stakeholders, and interested parties of adverse effect through a formal letter that will assume ISHPO concurrence on adverse effect determination, based on preceding consultation; and will serve to invite the consulting parties identified pursuant to 36 CFR 800.6 to participate in the development of a Memorandum of Agreement (MOA). The public shall be notified via the NEPA review process and/or via the *RIA Island Insight* weekly electronic newsletter and local newspaper announcements.
 - a) The Garrison shall provide supporting documentation along with the notification that shall include:
 - 1) Summary of the Undertaking;
 - 2) Identification of all affected historic properties;
 - 3) Description of effects and what aspect of the undertaking constitutes an adverse effect (i.e., cumulative or threatens integrity); and
 - 4) Mitigation Strategy
 - i) Identification of avoidance and minimization measures, indicating which have already been or will be implemented.
 - ii) Proposed mitigation activities.
3. The ISHPO, the NPS (if applicable), stakeholders, and interested parties shall be provided 30 calendar days to review the notification submittal package, provide comment, and confirm that an MOA is required. Any requests for additional information or an initial site visit that is required prior to commencement of MOA development must occur within a review period of 30 calendar days.

E. Develop a Memorandum of Agreement

1. The Garrison shall, in coordination with the Lessee, schedule an initial consultation meeting with the ISHPO, the NPS (if applicable), the ACHP (if participating) at a time that is mutually agreeable to all consulting parties and no more than 30 calendar days after the formal notification of adverse effect, for the purpose of initiating development of the MOA. The initial discourse shall, at the least, address the following objectives:
 - a) Define each agency's goals for the process and MOA content;
 - b) Review the status of avoidance and minimization measures that the Garrison has or intends to implement;
 - c) Discuss preferred mitigation measures and overall mitigation strategy;
 - d) Identify whether the ISHPO MOA template is applicable for the undertaking in order to expedite consulting party reviews. If the ISHPO template is not applicable or appropriate, the consulting parties shall identify any other template upon which the MOA shall be structured; and
 - e) Attempt to reach a consensus for key stipulations of the MOA.
2. The Garrison shall synthesize the agreed-upon mitigation strategy and submit a Preliminary Signatory Review Draft MOA to the Lessee, the ISHPO, the NPS (if applicable), and the ACHP (if participating) for a review and comment period of 30 calendar days. The Garrison shall advise the ISHPO and other consulting parties of the requirements of Army NHPA Policy Memorandum *Coordination of National Historic Preservation Act Compliance Agreements*, included at Appendix D.
3. The Garrison shall incorporate any required edits and submit to the Lessee, the ISHPO, the NPS (if applicable), and the ACHP (if participating) a revised Signatory Review Draft MOA, with all associated attachments and appendices, for a review and comment period of 14 calendar days. If the Garrison determines that small portions of the agreement document will require significant modification or addition of content, this content may be addressed informally, outside the formal draft review process.
4. After consideration of comments and consultation with the Lessee, the ISHPO, the NPS (if applicable), and the ACHP (if participating), the Garrison shall submit a Public Review Draft MOA to the consulting parties, stakeholders, interested parties, and the public for a review and comment period of 30 calendar days.
5. Upon resolution of all parties' comments in consultation with the Lessee, the ISHPO, the NPS (if applicable), and the ACHP (if participating), the Garrison shall submit the Draft Final MOA to Headquarters, Department of the Army (HQDA) for technical and legal review and endorsement by the Army Federal Preservation Officer (FPO) pursuant to AR 200-1 and Army NHPA Policy Memorandum *Coordination of National Historic Preservation Act Compliance Agreements*. NHPA compliance agreements that have not obtained FPO endorsement are not authorized for signature/execution.
6. Following receipt of FPO endorsement, the Garrison shall provide the Final MOA to Signatories, Invited Signatories (including the Lessee), and any Concurring Parties for execution of the agreement document. Whether or not the ACHP is a consulting party/Signatory, the Garrison shall ensure that a final executed copy of the MOA is

sent to the ACHP. A copy of all fully executed NHPA compliance agreements shall also be provided to the FPO.

F. Termination of Consultation

1. The Garrison shall follow the procedures outlined in Army NHPA Policy Memorandum *Adverse Effect and Termination of Consultation Under the National Historic Preservation Act*, included at Appendix D, when adverse effects to historic properties occur and an MOA cannot be reached, and further consultation would not be productive.

VII. EMERGENCY SITUATIONS/UNDERTAKINGS

- A. In the event that the Garrison or the Lessee proposes an emergency undertaking as an essential and immediate response to a disaster or emergency declared by the President of the United States or the Governor of Illinois, or in response to other immediate threats to life or property, the Garrison and the Lessee shall address this undertaking pursuant to 36 CFR § 800.12(b)(2).
- B. If the Garrison determines that circumstances do not permit an opportunity for ISHPO and NPS (if applicable) comment on a proposed emergency undertaking, the Garrison shall notify the ISHPO and the NPS (if applicable) and provide documentation of the undertaking in the Annual Report.

VIII. GROUND-DISTURBING ACTIVITIES

- A. If previously unidentified archaeological or historic properties or unanticipated effects are discovered after completion of the reviews described in this PA, the Garrison shall ensure that the procedures in 36 CFR 800.13(b) are followed.
- B. Ground-disturbing activities which affect archaeological sites 11RI 521, 11RI 802, and/or 11RI 803 shall require a full review by the Garrison in coordination with the Lessee in order to reach an effect determination, and consultation in accordance with Stipulation IV.C.2.
- C. If human remains are discovered which are determined to be of Native American origin, the Garrison shall comply with the requirements of 25 USC § 3001 et seq. *The Native American Graves Protection and Repatriation Act* and its implementing regulations at 43 CFR Part 10 *Native American Graves Protection and Repatriation Regulations* regarding disposition of Native American human remains.

IX. REPORTING AND ANNUAL REVIEW

- A. The Lessee shall provide the CRM with an Annual Report on or before the first of December summarizing activities carried out by the Lessee in accordance with the terms of this PA for the preceding federal fiscal year (1 October of the preceding calendar year through 30 September of the reporting calendar year).

- B. The CRM shall provide the ISHPO, the ACHP, and the NPS with an Annual Report on or before 31 December of each year, summarizing activities carried out in accordance with the terms of this PA for the preceding federal fiscal year.
1. The Annual Report shall include:
 - a) A list of "Undertakings Excluded from ISHPO Review" in accordance with Stipulation IV.C.1.b);
 - b) A list of undertakings with determinations of "No Adverse Effect to Historic Properties;"
 - c) A list of Emergency Undertakings conducted in accordance with Stipulation VII;
 - d) A list of unanticipated discoveries;
 - e) Identification of proposed amendments to the PA;
 - f) Updated maps to the PA; and
 - g) Updated inventory of historic properties and/or historic status codes.

X. DISPUTE RESOLUTION

- A. Should any Signatory or Invited Signatory to this PA object to any of the actions proposed or the manner in which the terms of this PA are implemented, the Garrison shall, in coordination with the Lessee, consult with such party to resolve the objection. If the Garrison, in coordination with the Lessee, determines that such objection cannot be resolved, the Garrison shall:
1. Forward all documentation relevant to the dispute, including any timely advice or comments regarding the dispute from the Signatories, Invited Signatories, Concurring Parties, and/or federally-recognized Tribes, and the Garrison's proposed resolution, to the ACHP. The ACHP shall provide the Garrison with its advice on the resolution of the objection within 30 calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the Garrison shall, in coordination with the Lessee, prepare a written response that takes into account any timely advice or comments regarding the dispute from the Signatories, Invited Signatories, Concurring Parties, and/or federally-recognized Tribes, and provide them with a copy of this written response. The Garrison and the Lessee shall then proceed in accordance with the Garrison's final decision.
 2. If the ACHP does not provide written comments regarding the dispute within 30 calendar days, the Garrison shall make a final decision on the dispute and proceed in accordance with the final decision. Prior to reaching such a final decision, the Garrison shall, in coordination with the Lessee, prepare a written response that takes into account any timely comments regarding the dispute from the Signatories, Invited Signatories, Concurring Parties, and/or federally-recognized Tribes, and provide them and the ACHP with a copy of such written response.
- B. The Garrison's responsibilities to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

XI. AMENDMENTS

- A. This PA may be amended when any amendment is recommended by any Signatory or Invited Signatory to this PA. The Garrison shall provide all proposed amendments to this PA to HQDA for review and FPO endorsement pursuant to AR 200-1 and Army NHPA Policy Memorandum *Coordination of National Historic Preservation Act Compliance Agreements*. The amendment shall be effective on the date a copy signed by all Signatories and Invited Signatories is filed with the ACHP.

XII. TERMINATION

- A. Should any Signatory or Invited Signatory to this PA determine that its terms cannot be carried out, the party shall immediately consult with the other consulting parties to this PA in order to attempt to develop an amendment in accordance with Stipulation XI. If, within 60 calendar days, an amendment cannot be reached, any Signatory or Invited Signatory to this PA may terminate the PA pursuant to 36 CFR § 800.6, if appropriate.
- B. Should consultation fail and the PA be terminated, the Garrison shall either:
 1. Consult in accordance with 36 CFR § 800.14 to develop a new PA or MOA pursuant to 36 CFR § 800.6, if appropriate; or
 2. Comply with 36 CFR Part 800 Subpart B *The Section 106 Process* with regard to each undertaking.

XIII. ANTI-DEFICIENCY ACT COMPLIANCE

- A. The Garrison's obligations in accordance with the stipulations of this PA are subject to the availability of funds and the provisions of the Anti-Deficiency Act (31 USC § 1341). The Garrison shall make reasonable and good faith efforts to secure and obligate the necessary funds to implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs the Garrison's ability to implement the stipulations of this PA, the Garrison shall consult with the Signatories and Invited Signatories to this PA in accordance with the amendment and termination procedures identified in Stipulations XI and XII.

XIV. DURATION, EXPIRATION, AND RENEWAL

- A. This PA shall take effect upon the date that it is signed by the last Signatory and shall remain in effect for ten years, unless terminated earlier in accordance with Stipulation XII. If not renewed or extended by a formal amendment with agreement of all Signatories prior to or at the ten-year date, the PA shall expire.
- B. If the RIA Housing Lease is not signed/executed by 28 June 2024, this PA shall immediately expire on 1 July 2024.

Execution of this PA by the Garrison, the ISHPO, and the ACHP, and implementation of its terms, evidences the Garrison has taken into account the effects of the Program on historic properties and afforded the ACHP an opportunity to comment.

PROGRAMMATIC AGREEMENT

AMONG

**THE UNITED STATES ARMY GARRISON – ROCK ISLAND ARSENAL,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE NATIONAL PARK SERVICE – MIDWEST REGION,
AND THE RESIDENTIAL COMMUNITIES INITIATIVE
PRIVATIZED HOUSING PARTNER,**

REGARDING

**THE OPERATION, MAINTENANCE, AND DEVELOPMENT
OF ARMY FAMILY HOUSING AT ROCK ISLAND ARSENAL**

Signatory:

MITCHELL.DANIEL.DAVID.10
80320473

Digitally signed by
MITCHELL.DANIEL.DAVID.1080320473
Date: 2023.09.08 09:14:35 -05'00'

Date: 08 September 2023

COL Daniel D. Mitchell
Commander
U.S. Army Garrison – Rock Island Arsenal

PROGRAMMATIC AGREEMENT

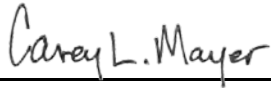
AMONG

**THE UNITED STATES ARMY GARRISON – ROCK ISLAND ARSENAL,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE NATIONAL PARK SERVICE – MIDWEST REGION,
AND THE RESIDENTIAL COMMUNITIES INITIATIVE
PRIVATIZED HOUSING PARTNER,**

REGARDING

**THE OPERATION, MAINTENANCE, AND DEVELOPMENT
OF ARMY FAMILY HOUSING AT ROCK ISLAND ARSENAL**

Signatory:



Date: 09/21/2023

Carey L. Mayer, AIA
Deputy State Historic Preservation Officer
Illinois State Historic Preservation Office

PROGRAMMATIC AGREEMENT

AMONG

**THE UNITED STATES ARMY GARRISON – ROCK ISLAND ARSENAL,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE NATIONAL PARK SERVICE – MIDWEST REGION,
AND THE RESIDENTIAL COMMUNITIES INITIATIVE
PRIVATIZED HOUSING PARTNER,**

REGARDING

**THE OPERATION, MAINTENANCE, AND DEVELOPMENT
OF ARMY FAMILY HOUSING AT ROCK ISLAND ARSENAL**

Signatory:



Date: September 26, 2023

Reid J. Nelson
Executive Director
Advisory Council on Historic Preservation

PROGRAMMATIC AGREEMENT

AMONG

**THE UNITED STATES ARMY GARRISON – ROCK ISLAND ARSENAL,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE NATIONAL PARK SERVICE – MIDWEST REGION,
AND THE RESIDENTIAL COMMUNITIES INITIATIVE
PRIVATIZED HOUSING PARTNER,**

REGARDING

**THE OPERATION, MAINTENANCE, AND DEVELOPMENT
OF ARMY FAMILY HOUSING AT ROCK ISLAND ARSENAL**

Invited Signatory:

CADENCE COMMUNITIES LLC, a
Delaware limited liability company

Date: 9/18/2023

By: Cadence Managing Member LLC, a
Delaware limited liability company, its
managing member

By: Lendlease (US) Public Partnerships
Holdings LLC, a Delaware limited liability
company, its sole member

By: 
Name: Gretchen Turpen
Title: Senior Vice President

PROGRAMMATIC AGREEMENT

AMONG

**THE UNITED STATES ARMY GARRISON – ROCK ISLAND ARSENAL,
THE ILLINOIS STATE HISTORIC PRESERVATION OFFICE,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE NATIONAL PARK SERVICE – MIDWEST REGION,
AND THE RESIDENTIAL COMMUNITIES INITIATIVE
PRIVATIZED HOUSING PARTNER,**

REGARDING

**THE OPERATION, MAINTENANCE, AND DEVELOPMENT
OF ARMY FAMILY HOUSING AT ROCK ISLAND ARSENAL**

Concurring Party:

Date: _____

Herbert Frost
Regional Director
National Park Service
Regions 3, 4, and 5 (Midwest)

Schaub, George J CIV USARMY USAG (USA)

From: Calease, David L <david_calease@nps.gov>
Sent: Monday, September 11, 2023 1:52 PM
To: Schaub, George J CIV USARMY USAG (USA)
Subject: [Non-DoD Source] RE: [EXTERNAL] RE: RIA SIPI Housing Lease Programmatic Agreement

George -

Sorry for a delayed response to your initial email.

Yes, same as before. We do not intend to forward the PA to the NPS MWR Director for signature.

Thank you,

David Calease
Architectural Historian
Historic Preservation Partnerships
National Park Service - Interior Regions 3, 4, 5
402-661-1954
david_calease@nps.gov
Follow the NHL Program!

-----Original Message-----

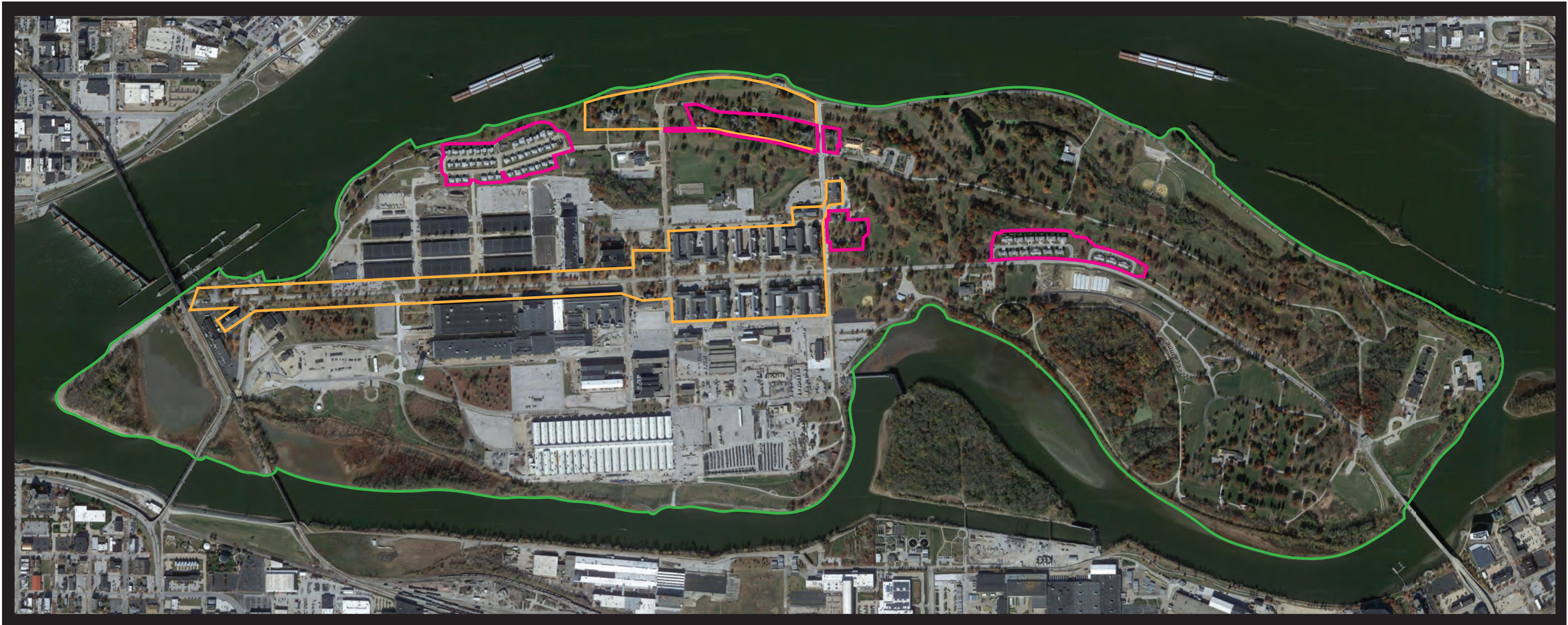
From: Schaub, George J CIV USARMY USAG (USA) <george.j.schaub.civ@army.mil>
Sent: Monday, September 11, 2023 1:49 PM
To: Calease, David L <david_calease@nps.gov>
Subject: [EXTERNAL] RE: RIA SIPI Housing Lease Programmatic Agreement

David,

I'm just following up to confirm that your Director still does NOT intend to sign the PA (not to be mistaken for non-concurrence). Is this correct?

George

Appendix A
MAP OF PROJECT AREA
AND AREA OF POTENTIAL EFFECTS



Project Area outlined in **PINK**

Area of Potential Effects (NRHP District) outlined in **GREEN**

NHL District indicated in **ORANGE** for reference

Appendix B

LEASED PROPERTIES WITHIN THE PROJECT AREA

The Garrison, the Lessee, the ISHPO, the NPS, and the ACHP agree that the below identified properties¹ are included in the Project Area for this undertaking, and are affected by the terms of this PA. Facilities are identified by their original designation/function and construction date, and are followed by a *Real Property Code*, which identifies their historic status in relation to their listing or eligibility for listing in the NRHP:

NHLC: a facility listed on the NRHP as a contributing element to the “Rock Island Arsenal Rodman Plan – Old Stone Buildings” NHL District, listed as National Historic Landmark System (NHLS) District #69000057 on 7 June 1988

NRLC: a facility listed on the NRHP as a contributing element to the “Rock Island Arsenal” National Register District, listed as National Register Information System (NRIS) District #69000057 on 30 September 1969

NREC: a facility eligible for listing on the NRHP as a contributing element to NRIS District #69000057

NCE: a facility within the boundary of NRIS District #69000057 and/or NHLS District #69000057 which is not a contributing element to either district

I. Eagle Point Housing Area

All (28) Qtrs located on Baker Avenue, completed in 2018: *NCE*

2315, 2318, 2337, 2342, 2357, 2362, 2381, 2384, 2403, 2406, 2425, 2428, 2447, 2450, 2490, 2514, 2527, 2534, 2543, 2558, 2571, 2578, 2593, 2600, 2611, 2620, 2635, 2642

All (13) Qtrs located on Durnin Avenue, completed in 2018: *NCE*

2320, 2340, 2360, 2418, 2442, 2464, 2504, 2530, 2548, 2566, 2588, 2608, 2628

II. Terrace Drive

Qtrs 2: Subaltern Officer’s Quarters B, constructed 1873-1874: *NHLC*

Bldg 2-G: Detached Qtrs 2 Garage: constructed in 1926: *NREC*

Qtrs 3: Subaltern Officer’s Quarters C, constructed 1871-1872: *NHLC*

Bldg 3-G: Detached Qtrs 3 Garage: constructed in 1926: *NREC*

Qtrs 4: Subaltern Officer’s Quarters D, constructed 1871-1872: *NHLC*

Bldg 4-G: Detached Qtrs 4 Garage: constructed in 1926: *NREC*

Qtrs 6: Subaltern Officer’s Quarters F, completed in 1905: *NHLC*

Bldg 6-G: Detached Qtrs 6 Garage: constructed in 1926: *NREC*

Qtrs 7: Subaltern Officer’s Quarters, constructed in 1902: *NRLC*

Bldg 7-G: Detached Qtrs 7 Garage: constructed in 1926: *NREC*

¹ Qtrs 23 (Bldg 70), constructed in 1934 as a Field-Grade Officer’s Quarters, and its associated garage constructed in 1957 are eligible for listing as contributing elements to NRIS District #69000057, and lie within the Project Area, but are subject to the *Army Program Comment for Inter-War Historic Housing, Associated Buildings and Structures, and Landscape Features (1919-1940)*.

III. East Street Circle

Qtrs 34 (Bldg 81): Post Hospital, constructed in 1907: *NREC*

Bldg 81-G: Detached Qtrs 34 Garage, constructed in 1926: *NREC*

Qtrs 705: Senior Officer's Quarters, constructed in 2011: *NCE*

Qtrs 709: Senior Officer's Quarters, constructed in 2011: *NCE*

IV. Deer Crossing Housing Area

All (24) Qtrs located on Baker Avenue, completed in 2018: *NCE*

4038, 4051, 4054, 4071, 4072, 4088, 4089, 4104, 4105, 4120, 4123, 4138, 4139, 4155,

4158, 4171, 4178, 4189, 4194, 4205, 4212, 4223, 4230, 4239

All (6) Qtrs located on Walker Drive, completed in 2018: *NCE*

4336, 4356, 4376, 4396, 4418, 4438

Appendix C

IDENTIFIED ARCHAEOLOGICAL SITES AND POTENTIAL DEPOSITS WITHIN AND NEAR THE PROJECT AREA

The Garrison, the Lessee, the ISHPO, the NPS, and the ACHP agree that the below identified Archaeological Sites are affected, or may be affected, by the terms of this PA. Sites are identified by their Illinois State Site Number and affiliation, as well as whether site extents have been determined. If previous surveys have recommended a determination for NRHP eligibility, this is also indicated.

I. Eagle Point Housing Area

11 RI 521: COL George Davenport Residence

Site extents not determined

Eligible for NRHP listing under Criterion D

11 RI 719: Urban Industrial & Post-War Track 30 Railroad Bed

Site extents not determined

Not eligible for NRHP listing

11 RI 809: Middle Archaic lithic scatter

Site extents determined: 0.68 ac

Not eligible for NRHP listing

11 RI 810: Late Archaic / Early Woodland isolated Dickson Cluster point

Site extents determined: isolated find

Not eligible for NRHP listing

II. Terrace Drive

11 RI 803: Early Woodland habitation site & Civil War Confederate Prison Camp

Site extents not determined

Phase II Archaeological Testing is necessary in order to determine site integrity and NRHP eligibility

III. East Street Circle

11 RI 802: Armory & Arsenal construction activities

Site extents not determined

The located portion of this site was recommended as ineligible for NRHP listing during Phase II Archaeological Testing in 2009 – further archaeological investigation is necessary in order to determine site extents and determine NRHP eligibility

IV. Deer Crossing Housing Area

Entire Housing Area surveyed in 2014 prior to construction, with no archaeological deposits encountered.

Appendix C
MAP OF ARCHAEOLOGICAL SITES
WITHIN AND NEAR THE PROJECT AREA



Project Area outlined in **PINK**

Archaeological Sites indicated in **BLUE**

Sites whose extents have been located are **SHADED**

Sites whose extents have not been located are **OUTLINED**

Appendix D

ARMY NATIONAL HISTORIC PRESERVATION ACT POLICY

Army Directive 2020-10, dated 25 August 2020:

“USE OF IMITATIVE SUBSTITUTE BUILDING MATERIALS IN HISTORIC HOUSING”
- with Implementing Guidance

Army NHPA Policy Memorandum dated 4 March 2021:

“MANAGEMENT OF ARMY NATIONAL HISTORIC LANDMARKS”

Army NHPA Policy Memorandum dated 25 March 2022:

**“COORDINATION OF NATIONAL HISTORIC PRESERVATION ACT
COMPLIANCE AGREEMENTS”**

Army NHPA Policy Memorandum dated 5 October 2020:

**“ADVERSE EFFECT AND TERMINATION OF CONSULTATION UNDER
THE NATIONAL HISTORIC PRESERVATION ACT”**

- with Enclosure: Army Procedures and Responsibilities



SECRETARY OF THE ARMY
WASHINGTON

25 AUG 2020

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Army Directive 2020-10 (Use of Imitative Substitute Building Materials in Historic Housing)

1. References.

- a. National Historic Preservation Act (NHPA); Public Law 13-287; Title 54, U.S. Code, section 300101 et seq.
- b. Title 36, Code of Federal Regulations, Part 800 *Protection of Historic Properties* (36 CFR 800)
- c. Senate Armed Services Committee Report, Senate Bill 4049, Fiscal Year 2021 National Defense Authorization Act, Title XXVIII (Military construction and general provisions), Subtitle E (Improvements to the management of historic homes)
- d. Army Regulation (AR) 200-1 (Environmental Protection and Enhancement)

2. Purpose. This directive establishes policy for the use of imitative substitute building materials in Army-owned and privatized historic housing, and for the inclusion of such materials in NHPA Section 106 memorandums of agreement (MOAs) and programmatic agreements (PAs).

3. Background. The Army manages the largest inventory of historic housing in the Federal government. Historic housing is housing that is subject to NHPA statutory requirements and NHPA Section 106 compliance procedures in 36 CFR 800. Management of this large inventory of historic housing requires the Army to balance historic preservation considerations required under the NHPA with quality-of-life issues; health risks associated with lead-based paint, asbestos, and other hazards found in historic building materials; and the high costs of historic building materials and in-kind building materials. The judicious use of imitative substitute building materials in lieu of historic building materials and in-kind building materials for the maintenance, repair, rehabilitation, and renovation of historic housing helps to achieve that balance. Imitative substitute materials are cost-effective, last a reasonable length of time, provide an accurate simulation of historic building materials and, with proper planning and selection, will successfully maintain the historic and architectural characteristics of historic housing.

SUBJECT: Army Directive 2020-10 (Use of Imitative Substitute Building Materials in Historic Housing)

4. Applicability. This directive applies to the Regular Army, the Army National Guard/Army National Guard of the United States, and U.S. Army Reserve. Contracts to operate Government-owned facilities will reference this directive and will designate by specific citation the applicable provisions.

5. Policy.

a. Imitative substitute building materials are modern, industry standard, natural, composite, and synthetic materials that simulate the appearance of and substitute for more costly historic building materials and in-kind building materials. Historic building materials are building materials that are 50 years old and older. In-kind building materials are new building materials that are identical to historic building materials in all possible respects, including their composition, design, color, texture, and other physical and visual properties.

b. Imitative substitute building materials will be considered for use in the maintenance, repair, rehabilitation, and renovation of Army-owned and privatized historic housing when the quality of life, health, and safety of housing occupants is of concern, or when the use of historic building materials and in-kind building materials is not financially feasible.

c. Imitative substitute building materials will be selected and used with appropriate planning to ensure that the historic and architectural characteristics of historic housing are maintained.

d. All NHPA Section 106 MOAs and PAs pertaining to historic housing that are amended or executed after the date of this directive shall provide for the use of imitative substitute building materials in Army-owned and privatized historic housing to the maximum extent possible.

e. Any privatized housing partner holding title to historic Army housing shall be an invited signatory to all NHPA Section 106 MOAs and PAs pertaining to that housing that are amended or executed after the date of this directive.

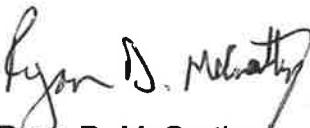
f. This policy applies to Army-owned and privatized historic housing subject to the requirements of the NHPA. This policy does not apply to historic housing addressed in NHPA Section 106 Program Comments issued pursuant to 36 CFR 800.14(e), historic housing that has been formally designated by the National Park Service as a National Historic Landmark, and historic housing that has been formally designated by the National Park Service as a contributing property within a National Historic Landmark

SUBJECT: Army Directive 2020-10 (Use of Imitative Substitute Building Materials in Historic Housing)

District. This policy does not apply to Civil Works functions of the U.S. Army Corps of Engineers.

6. Proponent. The Deputy Chief of Staff, G-9 is the proponent for this directive and, under the policy oversight of the Assistant Secretary of the Army for Installations, Energy and Environment, will incorporate its provisions into AR 200-1 within 2 years.

7. Duration. This directive is rescinded on publication of the revised regulation.



Ryan D. McCarthy

DISTRIBUTION:

Principal Officials of Headquarters, Department of the Army
Commander

- U.S. Army Forces Command
- U.S. Army Training and Doctrine Command
- U.S. Army Materiel Command
- U.S. Army Futures Command
- U.S. Army Pacific
- U.S. Army Europe
- U.S. Army Central
- U.S. Army North
- U.S. Army South
- U.S. Army Africa/Southern European Task Force
- U.S. Army Special Operations Command
- Military Surface Deployment and Distribution Command
- U.S. Army Space and Missile Defense Command/Army Strategic Command
- U.S. Army Cyber Command
- U.S. Army Medical Command
- U.S. Army Intelligence and Security Command
- U.S. Army Criminal Investigation Command
- U.S. Army Corps of Engineers
- U.S. Army Military District of Washington
- U.S. Army Test and Evaluation Command
- U.S. Army Human Resources Command

Superintendent, U.S. Military Academy
Director, U.S. Army Acquisition Support Center
(CONT)

SUBJECT: Army Directive 2020-10 (Use of Imitative Substitute Building Materials in Historic Housing)

DISTRIBUTION: (CONT)

Superintendent, Arlington National Cemetery

Commandant, U.S. Army War College

Director, U.S. Army Civilian Human Resources Agency

CF:

Director of Business Transformation

Commander, Eighth Army

IMPLEMENTING GUIDANCE FOR ARMY DIRECTIVE 2020-10
USE OF IMITATIVE SUBSTITUTE BUILDING MATERIALS IN HISTORIC HOUSING

I. Introduction.

Army Directive (AD) 2020-10 was signed by the Secretary of the Army on 25 August 2020. HQDA EXORD 279-20 in support of AD 2020-10 was issued on 3 October 2020. AD 2020-10 establishes Secretary of the Army policy requiring the consideration of imitative substitute building materials in the maintenance, repair, rehabilitation, and renovation of Army-owned and privatized historic housing. Additionally, AD 2020-10 requires National Historic Preservation Act Section 106 memoranda of agreement (MOAs) and programmatic agreements (PAs) pertaining to historic housing that are amended or executed after the date of AD 2020-10 provide for the use of imitative substitute building materials in Army-owned and privatized historic housing to the maximum extent possible.

AD 2020-10 states that imitative substitute building materials will be selected and used with appropriate planning to ensure that the historic and architectural characteristics of historic housing are maintained. This implementing guidance provides a building materials selection criteria, a building materials catalog, and a step-by-step procedure for selection of appropriate building materials in historic housing. The criteria, selection procedures, and building materials catalog provide the basis for appropriate planning for the use of imitative substitute building materials in historic Army housing to ensure that the historic and architectural characteristics of historic housing are maintained.

II. Command Implementation.

HQDA EXORD 279-20 in support of AD 2020-10 requires Commands to:

- a. Task AD 2020-10 requirements to subordinate units and disseminate AD 2020-10 to widest distribution to installation and sites managed by the Army for implementation.
- b. Ensure NHPA Section 106 MOAs and PAs pertaining to Army-owned and privatized historic housing that are amended or executed after the 25 August 2020 date of AD 2020-10 provide for the use of imitative substitute building materials to the maximum extent possible.
- c. Take discretionary action to prioritize and amend existing NHPA Section 106 MOAs and PAs pertaining to Army-owned and privatized historic housing that were executed prior to the date of AD 2020-10 in order to provide for the use of imitative substitute building materials to the maximum extent possible.

d. Ensure any privatized housing partner holding title to historic army housing is an invited signatory to all NHPA Section 106 MOAs and PAs pertaining to that housing that are amended or executed after the date of AD 2020-10.

e. Coordinate review of all Section 106 MOAs and PAs pertaining to Army-owned and privatized historic housing that are developed or amended after the date of AD 2020-10 with the HQDA Deputy Chief Of Staff (DCS), G-9.

f. Provide data to the DCS G-9 Army Environmental Quality Branch during the annual environmental data call indicating the status of each NHPA Section 106 MOA and PA pertaining to historic housing that is planned or in the process of development or amendment to comport with the HQDA EXORD and AD 2020-10.

III. Definitions:

Imitative substitute building materials - modern, industry standard, natural, composite, and synthetic materials that simulate the appearance of and substitute for more costly historic building materials and in-kind building materials.

Historic building materials - building materials that are 50 years old and older.

In-kind building materials - new building materials that are identical to historic building materials in all possible respects, including their composition, design, color, texture, and other physical and visual properties.

IV. Imitative Substitute Building Materials Selection Criteria.

This selection criteria establishes the principles and conditions for use of imitative substitute building materials. The criteria address the need to maintain the historic and architectural character of historic housing in a balanced priority with the health, safety, and quality of life considerations for military families that live in historic housing. The following criteria apply to the selection of building materials in historic Army housing management actions (including but not limited to maintenance, repair, rehabilitation, and renovation). The building materials selection criteria are: *When health and safety of military families is of concern, or when the initial or on-going use of historic building materials and in-kind building materials impacts the Army's ability to fully implement quality of life improvements to historic housing for military families, imitative substitute building materials will be considered for use in a manner that maintains the historic and architectural character of the historic housing..*

V. Building Materials Catalog.

The Building Materials Catalog developed for Army Inter-War Era Historic Housing (1919 - 1940), located at <https://denix.osd.mil/army-pchh/home/>, is applicable to other Army historic housing dating to earlier or later periods. It may be used for implementation of AD 2020-10 to

help identify appropriate imitative substitute building materials. The building materials catalog is used in step “f.” of the Building Materials Selection Procedure below.

VI. Building Materials Selection Procedure.

The following step-by-step procedure for the selection of appropriate building materials, used in tandem with the building materials catalog will ensure that proper planning occurs to maintain the historic and architectural characteristics of historic housing. The procedure is be applied in the context of historic housing management actions including renovation, rehabilitation, and to purchases of bulk or stock materials used in maintenance and repair actions for historic housing.

The step-by-step procedure is:

- a. Characterize historic building materials currently present in terms of: design, material properties, condition, performance, safety, and presence of hazards such as lead-based paint, asbestos, and other hazardous materials.
- b. Determine if the health and safety of housing occupants is a concern due to unsafe or hazardous historic building conditions or materials.
- c. Determine if the costs associated with initial or continued use of historic building materials impacts the ability to fully implement quality of life improvements to the housing.
- d. Determine if a historic building material must be replaced due to deterioration, health and safety considerations, or financial impacts to quality of life improvements.
- e. If replacement is required, determine if there are material characteristics of the historic building materials that should be improved upon.
- f. Evaluate suitable replacement in-kind building materials and imitative substitute building materials with respect to design and material properties. Evaluate expected performance, costs, and short and long-term cost/benefit considerations. Determine if use of certain in-kind building materials impacts the ability to fully implement quality of life improvements to the housing.
- g. Compile a “short list” of potential in-kind building materials, or imitative substitute building materials.
- h. Select an appropriate replacement material. Selection of an appropriate in-kind building material or imitative substitute building material from the short list of materials.
- i. Document the evaluation and selection process.
- j. Write specifications for design and installation, and oversee project planning and implementation.

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Management of Army National Historic Landmarks

1. References:

- a. National Historic Preservation Act (NHPA) Title 54, U.S. Code (USC) 300101, et seq.
- b. 36 Code of Federal Regulations (CFR) 800, Protection of Historic Properties.
- c. Historic Sites Act of 1935; Title 16, U.S. Code 461 et seq.
- d. 36 CFR Part 65, National Historic Landmarks Program.
- e. Army Directive (AD) 2020-10, Use of Imitative Substitute Building Materials in Historic Housing, 25 August 2020.

2. National Historic Landmarks (NHLs) are a special type of historic property that possess exceptional national significance in American history, archeology, architecture, engineering, and culture, and are formally designated by the Secretary of the Interior, National Park Service. This memorandum defines Army historic preservation policy and procedures for the management of Army NHLs.

3. NHL Designation, Treatment, and Standard of Care:

a. NHLs are formally designated by the Secretary of the Interior through the procedures in 36 CFR 65. The Secretary of the Interior is the only government official with the authority to designate a property as a NHL. If a historic property has not been formally designated by the Secretary of the Interior as a NHL, it is not a NHL and it does not require the higher level of treatment and standard of care accorded to NHLs. Historic properties identified as “potential NHLs” or “eligible for NHL designation” by State Historic Preservation Office or National Park Service staff are not NHLs.

b. NHLs formally designated by the Secretary of the Interior have specific requirements for treatment and care under NHPA Section 110 (f) (54 USC 306107), and 36 CFR 800.10. The NHPA requires Federal agencies to exercise a higher standard of care when considering undertakings that may directly and adversely affect NHLs. The Army must, to the maximum extent possible and prior to approval of an undertaking that may directly and adversely affect any NHL, undertake planning and actions as may be necessary to minimize harm to NHLs and afford

the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on the undertaking.

c. The Army must address any adverse effects of its undertakings on Army NHLs according to the NHPA (54 USC 306107) and following the procedures in 36 CFR 800.6 - 800.7, in addition to the special requirements for protecting NHLs at 36 CFR 800.10. Under 36 CFR 800.10, the Army must request that the ACHP participate in any consultation to resolve adverse effects to NHLs; notify the Secretary of the Interior, National Park Service of any consultation involving NHLs; and invite the Secretary of the Interior, National Park Service to participate in the consultation where there may be an adverse effect to NHLs.

4. Intent of AD 2020-10 Regarding Imitative Substitute Building Material Use in NHL Housing:

a. AD 2020-10 does not mandate the consideration of imitative substitute building material use in NHL housing, as it does for other historic Army housing. Equally, AD 2020-10 does not prohibit installations, activities, and privatized housing partners from proposing the use of imitative substitute building materials in NHL housing during NHPA Section 106 consultation on NHL housing projects.

b. The use of imitative substitute building materials in NHL housing should be proposed by installations, activities, and privatized housing partners during NHPA Section 106 consultation when the quality of life, health, and safety of NHL housing occupants is of concern, or where the use of historic building materials and in-kind building materials in NHL housing is not financially feasible.

5. NHL Identification and Expansion:

a. The National Park Service administers the NHL Program on behalf of the Secretary of the Interior. The Historic Sites Act and 36 CFR 65, authorizes and designates responsibility to the National Park Service to conduct NHL studies including survey, investigation, research, identification, and designation of NHLs through theme studies or special studies. These actions are conducted by the National Park Service using the authorized and programmed funds of their NHL Program. The National Park Service is the only Federal agency with the designated statutory and regulatory responsibility and specifically authorized funds to conduct such NHL identification and expansion activities.

b. In consideration of the legal authorities and financial resources designated to the National Park Service NHL Program to conduct NHL identification and expansion activities, Army Commands, installations, and activities should not program or expend Army financial resources, or agree in a NHPA Section 106 agreement pursuant to 36 CFR 800, to initiate or conduct NHL studies, theme studies, special studies, surveys, investigations, or research to identify new Army NHLs, expand existing Army NHL boundaries, or to include additional Army properties within an existing NHL.

6. Procedure to Request an Exception to Policy for NHL Identification and Expansion:

a. The identification and expansion of NHLs is an extensive activity that impacts Army NHPA compliance in terms of process time and complexity, consulting party involvement, and requires a significant financial expenditure. Such activities are appropriately conducted by the National Park Service NHL Program under their authorities and resources. Therefore, requests for exception to policy regarding programming and expenditure of Army resources to identify and expand NHLs, or agreeing to conduct those actions in a NHPA Section 106 agreement, must be justified by extraordinary circumstances and coordinated through higher headquarters to the Army Federal Preservation Officer (FPO).

b. Installations and activities will coordinate requests for exception to policy for identification and expansion of Army NHLs by means of a memorandum, endorsed at their higher headquarters by an appropriate O-6 / GS-15 level authority, to the Army FPO. Such coordination will occur prior to programming and expenditure of Army financial resources to initiate or conduct NHL identification and expansion activities, and prior to agreeing to conduct such activities in a NHPA Section 106 agreement.

c. The memorandum requesting the exception to policy must identify the extraordinary circumstances that apply to the specific situation as justification for Army funding and conduct of NHL identification and expansion activities. The memorandum must also indicate if there is an intent to include a requirement to conduct such activities in a NHPA Section 106 agreement.

d. Upon receipt of the endorsed request for exception to policy, the Army FPO will assess the justification of extraordinary circumstances and provide a written response to the requested policy exception. Requests for exception to policy that do not conform to the procedural requirements herein will be returned the originator without action.

7. Army NHLs formally designated by the Secretary of the Interior, National Park Service:

- Ladd Field NHL District, Fort Wainwright, AK
- Fort Huachuca NHL District, Fort Huachuca, AZ
- Pioneer Deep Space Station, Fort Irwin, CA (NHL is located on Fort Irwin but is managed by National Aeronautics and Space Administration under a NHPA Section 106 Programmatic Agreement)
- National War College, Fort McNair, DC
- Yuchi Town Archeological Site, Fort Benning, GA
- Palm Circle NHL District, Fort Shafter, HI
- Wheeler Field NHL District, Schofield Barracks, HI
- Fort Des Moines NHL District, Des Moines, IA (US Army Reserve Command is responsible for specific contributing elements only)
- Rock Island Arsenal NHL District, Rock Island Arsenal, IL
- Fort Leavenworth NHL District, Fort Leavenworth, KS
- Launch Complex 33, White Sands Missile Range, NM

- Trinity Site, White Sands Missile Range, NM
- Watervliet Arsenal NHL District, Watervliet Arsenal, NY
- West Point NHL District, US Military Academy, West Point, NY
- Fort Sill NHL District, Fort Sill, OK
- Carlisle Indian School NHL District, Carlisle Barracks, PA
- Fort Douglas NHL District, Salt Lake City, UT (US Army Reserve Command is responsible for specific contributing elements only)
- Fort Myer NHL District, Fort Myer, VA, and
- Quarters 1, Fort Myer, VA.

8. This historic preservation policy memorandum is effective immediately. Inquiries regarding this memorandum should be addressed to the undersigned at david.b.guldenzopf.civ@mail.mil.



David Guldenzopf, Ph.D.
Department of the Army Federal Preservation Officer

DISTRIBUTION:

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Chief, Army Reserve
Commander
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DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY OF THE ARMY
INSTALLATIONS, ENERGY AND ENVIRONMENT
110 ARMY PENTAGON
WASHINGTON DC 20310-0110

25 March 2022

SAIE-ESO (AR 200-1)

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Coordination of National Historic Preservation Act Compliance Agreements

1. References:

- a. National Historic Preservation Act (NHPA); Title 54, U.S. Code, section 300101 et seq.
- b. Army Regulation (AR) 200-1 Environmental Protection and Enhancement, dated 13 December 2007.
- c. Memorandum, SAIE-ESO, 9 February 2022, subject: Designation of the Army Deputy Federal Preservation Officer.

2. NHPA compliance agreements have significant policy, program, and funding implications for the Army. Army policy in AR 200-1 requires coordination of all NHPA compliance agreements with Headquarters Department of the Army (HQDA) for technical and legal review (AR 200-1, 6-4. b. (4)). This memorandum provides specific policy and procedures to meet the AR 200-1 directed coordination of all NHPA compliance agreements.

3. The following policy and procedures apply to all NHPA compliance agreements:

- a. The term *NHPA compliance agreement* means all NHPA Memoranda of Agreement (MOAs), Programmatic Agreements (PAs), and Historic Property Component Plans (HPCs), and all amendments and revisions to such agreements and plans. NHPA compliance agreements are developed in accordance with the procedures in 36 CFR 800 or the Army Alternate Procedures (69 FR 20576).

- b. Installation and garrison commanders (as defined in AR 200-1, 1-24) or their designee shall coordinate all proposed NHPA compliance agreements through their chain of command by means of a memorandum signed at the O6/GS 15 level requesting review in accordance with AR 200-1.

- c. Commands shall review all proposed installation NHPA compliance agreements and request the Army Deputy Federal Preservation Officer (DFPO), Office of the Deputy Chief of Staff G-9, coordinate HQDA review of all such agreements in accordance with AR 200-1.

- d. The DFPO shall review all proposed installation NHPA compliance agreements in coordination with the Army Federal Preservation Officer (FPO), the Office of the Army General

SAIE-ESO

SUBJECT: Coordination of National Historic Preservation Act Compliance Agreements

Counsel, and the Office of the Judge Advocate General. The DFPO will develop consolidated HQDA review comments and transmit those comments to Commands and installations.

e. Installations shall incorporate all HQDA comments into NHPA compliance agreements and prepare final NHPA compliance agreements in coordination with their Command and NHPA stakeholders.

f. Prior to signature by the installation or garrison commander or other authorized signing official, Commands shall coordinate all final NHPA compliance agreements with the DFPO to obtain final HQDA endorsement. HQDA endorsement of all final NHPA compliance agreements is provided by memorandum signed by the FPO. NHPA compliance agreements that have not obtained final endorsement from HQDA are not authorized for signature.

g. Commands will provide a copy of all executed NHPA compliance agreements to the DFPO once they have been signed by all signatories.

h. The DFPO is authorized to defer HQDA technical and legal review of NHPA compliance agreement amendments that are limited to a time extension only. No changes to any other part of the NHPA compliance agreement may occur with such a deferral. Commands may request the DFPO provide a deferral by means of a memorandum signed at the O6/GS 15 level to the DFPO. If a deferral is provided by the DFPO, a copy of the final NHPA compliance agreement time extension amendment shall be provided to the DFPO once signed by all signatories.

i. Installations and Commands will advise relevant State Historic Preservation Offices, Tribal Historic Preservation Offices, and NHPA stakeholders of the policy and procedural requirements of this memorandum. The FPO will so advise the Advisory Council on Historic Preservation.

4. The procedures in this memorandum are effective immediately. The point of contact for this action is Ms. Mary Schmidt, Army DFPO, at mary.e.schmidt37.civ@army.mil.

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David Guldenzopf, Ph.D.
Department of the Army Federal Preservation Officer

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DEPARTMENT OF THE ARMY
OFFICE OF THE ASSISTANT SECRETARY OF THE ARMY
INSTALLATIONS, ENERGY AND ENVIRONMENT
110 ARMY PENTAGON
WASHINGTON DC 20310-0110

5 October 2020

SAIE-ESOH

MEMORANDUM FOR SEE DISTRIBUTION

SUBJECT: Adverse Effect and Termination of Consultation under the National Historic Preservation Act

1. References:

- a. National Historic Preservation Act (NHPA); Public Law 13-287; Title 54, U.S. Code, section 300101 et seq.
- b. Title 36, Code of Federal Regulations, Part 800 *Protection of Historic Properties* (36 CFR 800).
- c. Memorandum, SAIE-ZA, 26 Jul 2019, subject: Designation of the Department of the Army Federal Preservation Officer.
- d. Memorandum, DAIM-IS, 27 Dec 2016, subject: Army Historic Property Guidance
- e. Army Directive 2020-10, dated 25 Aug 2020, subject: Use of Imitative Substitute Building Materials in Historic Housing

2. This memorandum and enclosure define the requirement in Section 106 of the NHPA and its implementing regulation, 36 CFR 800, for adverse effect determinations and termination of consultation. It also establishes internal Army procedures and responsibilities for adverse effect determinations and termination of consultation, pursuant to reference 1.c. The *Army Procedures and Responsibilities for Adverse Effect Determinations and Termination of Consultation under the National Historic Preservation Act* are enclosed.

3. Where there is an adverse effect to a historic property resulting from a proposed Army undertaking, the consultation procedure in 36 CFR 800 results in either a Memorandum of Agreement (MOA) or, when further consultation will not be productive and agreement on a MOA cannot be reached, in termination of consultation and comment issued from the Advisory Council on Historic Preservation (ACHP) to the Secretary of the Army.

4. Each termination of consultation requires that the Secretary of the Army directly engage and take into account the ACHP's comments in reaching a final decision on the undertaking. The Secretary of the Army must also document the final Army decision

SAIE-ESOH

SUBJECT: Adverse Effect and Termination of Consultation under the National Historic Preservation Act

regarding the undertaking and provide that documentation to the ACHP prior to approval of the undertaking (36 CFR 800.7(c)(4)). Pursuant to NHPA Section 110 (l), the Secretary of the Army cannot delegate this responsibility. Therefore, installations must submit a command endorsed request for termination of consultation to Headquarters Department of the Army for concurrence prior to terminating consultation.

5. This memorandum and its enclosure have been coordinated with the ACHP. Prior Army guidance in reference 1.d., pertaining to adverse effects, the resolution of adverse effects, and termination of consultation is superseded. This memorandum does not apply to historic properties addressed in Program Comments issued by the ACHP pursuant to 36 CFR 800.14(e).

6. Inquiries regarding this historic preservation policy may be directed to the undersigned at david.b.guldenzopf.civ@mail.mil.



David Guldenzopf, Ph.D.
Army Federal Preservation Officer

Enclosure

DISTRIBUTION:

Deputy Chief of Staff G-9
Commander, Army Materiel Command
Director, Army National Guard
Chief, Army Reserve

ENCLOSURE

Army Procedures and Responsibilities for Adverse Effect Determinations and Termination of Consultation under the National Historic Preservation Act ¹

1. **Adverse effect to historic properties.** The compliance process to address an adverse effect to a historic property is defined in NHPA Section 106 implementing regulation at 36 CFR 800, and is summarized in this enclosure with attention to Army-specific procedures and responsibilities.

a. **Historic Properties.** Historic properties are properties that are eligible for or listed in the National Register of Historic Places and are usually 50 years old or older. They include historic housing and other historic buildings and structures, archeological sites, landscapes, districts, objects, and properties of traditional religious or cultural importance to federally-recognized Indian tribes.

b. **Adverse Effect.** An adverse effect to a historic property occurs when an Army *undertaking* (an Army project or action) will cause unavoidable physical destruction or alteration of a historic property. An adverse effect to a historic property occurs in situations such as the proposed demolition of a historic building, or the planned destruction of an archeological site located in the footprint of new construction, or where the Secretary of the Interior's Standards for the Treatment of Historic Properties are not followed for historic building renovation.

c. **Historic Building Demolition Criteria.** Demolition of a historic building may be necessary if it is highly deteriorated, underutilized, vacant, if hazardous materials or unsafe conditions are present, or if maintaining the building is not financially or otherwise feasible. In such instances, a balanced priority should be applied that addresses historic preservation concerns in the context of the costs of rehabilitation or renovation, health and safety conditions, quality of life of building occupants, and other issues. Historic buildings should be considered for demolition only after prudent and reasonable alternatives to demolition have been considered and found to be financially or otherwise unfeasible. Historic buildings have likely reached the end of their intended useful life if their repair, rehabilitation, or renovation costs exceed the cost of demolition and replacement by similar new construction.

2. **Existing Programmatic Agreements (PA).** In cases where there is an existing NHPA PA in place, those PAs generally require that all proposed actions for the management of historic buildings follow the Secretary of the Interior's Standards for the Treatment of Historic Properties. When the installation proposes a project where the Secretary of the Interior's Standards will not be followed, or proposes demolition of a

¹ Refer to 36 CFR 800.16 for definitions of terms used herein.

SAIE-ESOH

SUBJECT: Adverse Effect and Termination of Consultation under the National Historic Preservation Act

historic building or the planned destruction of an archeological site, an adverse effect determination is made by the installation. At that point, the PAs do not further address adverse effects beyond the requirement that each adverse effect must be consulted on separately, under the individual project review procedures in 36 CFR 800.6. Once the adverse effect review under 36 CFR 800.6 is initiated, the terms of the PA do not apply, and a separate consultation and Memorandum of Agreement (MOA) development is required.

3. Resolution of Adverse Effects and Failure to Resolve Adverse Effects.

Whether a PA is in place or not, adverse effect actions are generally addressed by following the adverse effect consultation procedures in 36 CFR 800.6, to seek a MOA.

a. **Notification and Consultation.** The procedures in 36 CFR 800.6 require that the Army installation *agency official* (defined as the installation commander, or garrison commander, or their officially appointed designee), notify the Advisory Council on Historic Preservation (ACHP) regarding their adverse effect determination and:

- Consult with the State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer (THPO), and possibly others including the ACHP (if the ACHP decides to participate) to develop and evaluate alternatives or modifications to the proposed action that could avoid, minimize, or mitigate the adverse effect.

- If the consulting parties agree to terms to avoid, minimize, or mitigate the adverse effect, those terms are stipulated in a MOA.

- Draft MOAs are provided by the installation to their command, the Deputy Chief of Staff G-9, and to the Army Federal Preservation Officer (FPO) in the Office of the Assistant Secretary of the Army for Installations, Energy and Environment for review prior to their execution. Installations must address and incorporate all review comments into the MOA.

- The Army FPO may engage in MOA consultation and consult on behalf of the Army as the Army agency official, as appropriate (memorandum reference 1.c.).

b. **Agreement on a MOA.** Where agreement is reached on a MOA:

- Signatories to the MOA. The Army installation agency official, the SHPO/THPO, and ACHP (if participating) are signatories to the MOA.

- Invited signatories. In accordance with the requirement in Army Directive 2020-10, any privatized housing partner holding title to historic Army housing shall be a signatory to all NHPA PAs and MOAs pertaining to that housing. The Army installation agency official may also invite additional parties to be signatories to the MOA. Invited signatories may include Indian Tribes or Native Hawaiian organizations, and should include any party that assumes a responsibility under the MOA. Refusal of an invited signatory to sign the MOA does not invalidate the MOA. Invited signatories have the same rights as the signatories to seek amendment or termination of the MOA.

- Concurrence by others. The Army installation agency official may

SAIE-ESOH

SUBJECT: Adverse Effect and Termination of Consultation under the National Historic Preservation Act

invite a consulting party to sign the MOA as a concurring party. Refusal of any consulting party to concur in the MOA does not invalidate the MOA.

- The installation then provides the signed MOA to the ACHP along with certain documentation (specified in 36 CFR 800.11(f)), prior to implementing the undertaking.
- Once the ACHP receives the signed MOA and documentation, the installation may proceed with the undertaking following the terms of the MOA.

c. **Failure to Resolve Adverse Effects.** If there is a failure to resolve the adverse effects of an Army action and the installation agency official and the SHPO/THPO cannot agree on the terms of a MOA, the installation agency official must request the ACHP to join the consultation, and provide the ACHP with documentation as specified in 36 CFR 800.11(g).

- If the ACHP joins in the consultation, consultation proceeds with the ACHP, SHPO/THPO and other consulting parties. If agreement is reached, a MOA will be executed
- If the ACHP does not join the consultation, the ACHP will so notify the Army and will issue comments within 45 days under 36 CFR 800.7(c) to the Secretary of the Army. The procedure in item number 6. **“Secretary of the Army Response to ACHP Comment”** is then followed.

d. **SHPO/THPO/ACHP Termination of Consultation.** When further consultation will not be productive and a MOA to resolve adverse effects cannot be reached, the SHPO, THPO, or ACHP may terminate consultation.

- If SHPO terminates their consultation in writing, a MOA acceptable to the installation agency official and the ACHP may be executed without the SHPO’s involvement. The agency official and ACHP are signatories to that MOA.
- If a THPO terminates consultation regarding an Army action occurring on or effecting properties on tribal lands, ACHP will issue comments within 45 days under 36 CFR 800.7(c) to the Secretary of the Army. The procedure in item number 6. **“Secretary of the Army Response to ACHP Comment”** is then followed.
- If the ACHP terminates consultation, the ACHP will notify the installation agency official, the Army FPO, and all consulting parties of the termination, and provide comments to the Secretary of the Army within 45 days under 36 CFR 800.7(c). The procedure in item number 6. **“Secretary of the Army Response to ACHP Comment”** is then followed. The ACHP may consult with the Army FPO prior to their termination to seek to resolve the issues concerning the undertaking and its effects on historic properties.

4. **Army Termination of Consultation, and Request for ACHP Comment.** When further consultation will not be productive and a MOA to resolve adverse effects cannot be reached, the Army installation agency official may terminate NHPA Section 106 consultation by means of the following procedure:

SAIE-ESOH

SUBJECT: Adverse Effect and Termination of Consultation under the National Historic Preservation Act

a. **Termination of Consultation Request to Headquarters Department of the Army (HQDA).** Where termination of consultation is the only viable remaining course of action, the installation agency official will provide a memorandum requesting termination of consultation through the chain of command to the Army FPO. The termination request memorandum must indicate why further consultation is not likely to be productive, provide the reasons for terminating consultation, and request HQDA concurrence with termination of consultation. The termination request memorandum must be concurred with and endorsed at the command level by a General Officer (GO) or a member of the Senior Executive Service (SES).

b. **HQDA Review of Request for Termination of Consultation.** Upon receipt of a GO/SES command endorsed termination request memorandum, the Army FPO will coordinate the request with the Deputy Chief of Staff G-9, and other HQDA principal officials as appropriate, and document concurrence from the Assistant Secretary of the Army for Installations, Energy, and Environment. The Army FPO will provide the command and the installation agency official with documentation of the results of the HQDA review of the request to terminate consultation. The installation agency official is authorized to terminate consultation only upon receipt of HQDA concurrence. The Command level GO/SES endorsement and HQDA principal official concurrence is necessary because termination of consultation by the installation agency official requires the Secretary of the Army to directly engage and issue the final Army decision on the undertaking to the ACHP.

c. **Termination of Consultation Notification to Consulting Parties.** Upon receipt of HQDA concurrence with the request to terminate consultation, the installation agency official will notify the MOA consulting parties by signed memorandum that the Army is terminating consultation and will provide the reasons for termination. The installation agency official will furnish the Army FPO with a copy of the termination of consultation notification memorandum sent to MOA consulting parties.

d. **Request for ACHP Comments.** Following receipt of the installation agency official's termination of consultation notification memorandum sent to consulting parties, the Army FPO will request comments from the ACHP pursuant to 36 CFR 800.7(c), and will notify all MOA consulting parties of that request.

5. **ACHP Comment Process.**

a. **ACHP 45 Day Comment Period.** The ACHP must provide its comments within 45 days of the Army FPO's request. During its 45 day comment period and for the purposes of developing their comments, the ACHP will provide the Army and other consulting parties the opportunity to provide their views. The ACHP may request the

SAIE-ESOH

SUBJECT: Adverse Effect and Termination of Consultation under the National Historic Preservation Act

Army provide additional existing information, assist in arranging an on-site inspection of the property, and an opportunity for public participation.

b. **ACHP Comment to Secretary of the Army.** The ACHP will transmit its comments by the end of the 45 day comment period to the Secretary of the Army, the installation agency official, the Army FPO, all consulting parties, and others as the ACHP deems appropriate.

6. **Secretary of the Army Response to ACHP Comment.** The Secretary of the Army will take the ACHP's comments into account and will provide the ACHP with a final decision regarding the undertaking. Pursuant to NHPA Section 110 (I), the Secretary of the Army cannot delegate this responsibility.

a. **Secretary of the Army Decision.** The Secretary of the Army's final decision document on the undertaking must include a summary of the rationale for the decision and evidence of consideration of the ACHP's comment prior to approval of the undertaking. The Army FPO will facilitate preparation of the Secretary of the Army's decision document. The installation agency official, command, and HQDA will provide the Army FPO with assistance and information during preparation of the Secretary of the Army's decision document. The Secretary of the Army's final decision on the undertaking is issued directly to the ACHP.

b. **Consulting Party Notification of Secretary of the Army Decision.** Once the Secretary of the Army's decision on the undertaking has been issued to the ACHP, the Army FPO will ensure that a copy of the Secretary of the Army's decision is provided to all MOA consulting parties.

7. **Public Notification and Proceed with the Undertaking.** After the Secretary of the Army decision is issue to the ACHP, the installation agency official must notify the public and make the record of the decision available for public inspection. The undertaking may proceed at the time the notification to the public occurs and the record is made available for public inspection. There is no further consultation, review or waiting period.

Appendix E

EXCLUDED UNDERTAKINGS

The Garrison, the Lessee, the ISHPO, the ACHP, and the NPS agree that the following projects are undertakings that have limited potential to adversely affect historic properties and therefore do not require further review under this PA. When referenced in this PA, in-kind building materials are new building materials that are identical to historic building materials in all possible respects, including their composition, design, color, texture, and other physical and visual properties. When referenced in this PA, imitative substitute building materials are modern, industry standard, natural, composite, and synthetic materials that simulate the appearance of and substitute for more costly building materials and in-kind building materials. The use of imitative substitute building materials shall be considered for use in the maintenance, repair, rehabilitation, and renovation of historic housing subject to this PA when the quality of life, health, and safety of housing occupants is of concern, or when the use of historic building materials and in-kind building materials is not financially feasible and impacts the ability to fully execute the scope of the project.

I. Cumulative Effects

Where specific quantities are identified in this Appendix, cumulative effects to historic resources during the term of this PA shall be considered when determining the quantities specified. For example, if the identified maximum percentage for a component's replacement without review is 20%, and 15% is replaced in one year with another 10% requiring replacement five years later, this action would exceed the terms of this PA, and require further review by the consulting parties.

II. Site Work

- A. Ground disturbing activities related to the repair, replacement with in-kind materials, construction, or hardening of any footings, foundations (including drainage systems), retaining walls, other slope stabilization systems (i.e., gabion baskets), and utilities (including sewer, water, storm drains, electrical, gas, communication, leach lines, and septic tanks), provided the excavation will not disturb more soil than previously disturbed. This also applies to such features that are listed in or eligible for the NRHP, if the work is in-kind, affects less than 50 percent of the historic feature and meets the *Secretary of Interior's Standards for the Treatment of Historic Properties*.
- B. In-kind repair, replacement, or upgrade of culvert systems within rivers, streams, or drainage ways, including any modest increase in capacity, provided the excavation will not disturb more soil than previously disturbed. This also applies to related features (such as headwalls and wing walls) that are listed in or eligible for the NRHP, if the work is in-kind, affects less than 50 percent of the historic feature and meets the *Secretary of Interior's Standards for the Treatment of Historic Properties*.
- C. Repair, replacement, or hardening of utilities under existing improved roads/roadways, or within other previously disturbed rights of way.
- D. In-kind repair or replacement of driveways, parking lots, and walkways, to include repaving/resurfacing of existing paved areas (e.g., parking areas, sidewalks, tennis courts, and outdoor basketball courts), where the proposed work does not exceed the

depth and breadth of previously disturbed soil. Also, to include repaving/resurfacing of roads, streets, alleys, ramps, and driveways where no change in width, curb location, surface material, depth of roadbed, vertical alignment (that is, height or crown of the road surface), or drainage is to occur.

- E. Substantial in-kind repair or replacement of non-historic utilitarian structures (i.e., pump houses), including exposed pipelines. Modern materials may be used on non-contributing resources within a historic district, provided their finish is compatible with the context of the site.
- F. Installation of temporary structures (in place for no more than 36 months), to include storage sheds and construction equipment.
- G. Installation of non-ground-disturbing scaffolding, temporary barriers (i.e., chain link fences, etc.), polyethylene sheeting, or tarps, in operation for no more than 12 months, provided such work does not result in additional damage, significant loss of historic fabric, or irreversible alterations.
- H. In-kind repair or replacement of hardscaping and utilities, such as paving, planters, trellises, irrigation, and lighting. Maintenance and repair of existing landscape features, including plantings, trees, and shrubs provided that any new vegetation is a replacement in-kind of existing historic planting in regard to location and species and the work does not threaten to damage historic properties. Repair/replacement of existing curbing or sidewalks in-kind in the same location with no removal of trees or damage to tree root systems. Maintenance and repair of existing landscape features, fences, retaining walls and walkways, provided that such maintenance is limited to repairs using matching materials and retains as much original material as possible.
- I. Installation of new signs and free-standing signage and kiosks that are less than 10 square feet AND are located in areas previously surveyed and found devoid of historic properties or near historic buildings AND, if free-standing, are also erected in areas of previous disturbance, AND do not impact historic landscapes or viewsheds in design and/or placement.
- J. Extension of utility lines in areas of previous disturbance, where no historic properties have been determined to be present, nor impacts to significant landscape or viewsheds will occur.
- K. Sediment removal from man-made drainage facilities, including retention and detention basins, ponds, ditches, and canals. In instances where the drainage feature is historic and lined, care is provided in protecting historic fabric.
- L. Dewatering of flooded areas.
- M. Repair and replacement of play equipment and safety surfacing.
- N. Levee maintenance and emergency flood levee construction.

III. Buildings Activities

- A. Utilities and Mechanical
 - 1. Interior mechanical (HVAC), electrical, or plumbing work, limited to upgrading, repairing, or in-kind replacement.

2. Installation or replacement of interior and exterior fire detection, fire suppression, and security alarm systems, where systems are affixed to non-historic materials and all new penetrations through historic materials are limited to mortar joints or occur below grade.
3. Installation or replacement of radon mitigation systems, where all new penetrations through historic materials shall occur below the first-floor level, and vent pipes shall be affixed to the exterior of the building at mortar joints only. Trim or architectural features shall not be altered, and vent pipe shall be located so as not to be immediately visible from either the street or, in the case of the NHL residences, from the riverfront, and shall be painted to match the exterior to the greatest extent possible.
4. Installation, repair, and replacement of site mechanical, electrical, and plumbing equipment (e.g., an emergency generator or air-cooled condenser) on the conditions that no trim or architectural features are altered and that it is not visible from either the street or, in the case of the NHL residences, from the riverfront, and that no ground disturbing work is proposed that will exceed the depth of previously disturbed soil.

B. Windows and Doors

1. In-kind repair or replacement of easily visible damaged or deteriorated window and door elements, wherein less than 35 percent of the entire window or door unit (including all trim such as casing, sill, stool, apron, etc) is replaced. Historic trim elements shall be maintained to the maximum extent possible.
2. Replacement of windowpanes in-kind or with clear double or triple glazing, provided the result does not alter the existing window material and form. Also, historic windows or glazing may be treated with clear window films.
3. Installation of interior or exterior storm windows provided that the storm unit completely fills the existing opening (no filler panels to be used), the meeting rail of the storm unit aligns with that of the existing window, the color of the storm unit match that of the existing adjacent members, the installation of the storm unit does not damage the historic fabric, and that the purpose of the installation of the storm unit is to eliminate air infiltration.

C. Interior

1. Repair and in-kind replacement of flat plaster ceilings.
2. Installation or replacement of video surveillance cameras, fire alarm systems, and security systems on the condition that no trim or architectural features are altered.
3. Installation or replacement of data (computer network, power) systems on the condition that no trim or architectural features are altered. Note that surface raceways may be included in this installation.
4. Installation or replacement of switchboards, motor control centers, panel boards, conductors and conduit, transformers, generators, and power receptacles with the condition that no trim or architectural features are altered or obscured.

5. Installation or replacement of sprinkler and standpipe systems on the condition that no trim or architectural features are altered. Note that exterior fire department connections must be visible and accessible to fire department personnel.
6. Repair and refinishing of wood floors in-kind.
7. Replacement of toilet room fixtures, partitions, floor, wall, or dropped ceiling surfaces that are less than 45 years old.
8. Repair or replacement of concealed plumbing lines, in which the path of the line is not modified.
9. Changes to kitchens, bathrooms, or basement spatial layouts in historic properties, on the condition that demolition only affects cabinetry, fixtures and appliances and such changes are not visible from and do not detract from the significant exterior or interior historic character-defining elements in areas other than the kitchen, bathroom, or basement. This includes installation of new kitchen cabinets and countertops and installation of new bathroom fixtures on the condition that no window openings, doors, or wall configurations are altered. This exclusion does not apply to butler's pantries associated with the kitchens.
10. Installation or replacement of lighting fixtures and their controls such as switching and/or occupancy sensors, on the condition that no trim or architectural features are altered.
11. Installation or replacement of kitchen appliances on the condition that no trim or architectural features are altered.
12. Elevator equipment retrofits where only modern elements are replaced and no modifications are made to the elevator lobby or size, shape and location of the elevator shaft.
13. Interior maintenance painting of previously (modern) painted surfaces using paint color-matched to the original/existing.
14. Repair, replacement, or installation of electrical, plumbing, and life-safety systems, where no structural or decorative feature (including historic lighting) alteration is involved and where new outlets or vents are finished to match the surrounding wall. Where possible, new electrical outlets shall be installed in conjunction with new wiring inside walls, rather than running electrical conduit or Wiremold on the surface of the wall.
15. Installation of insulation in floors, attics, and openings and installation inside walls from the interior with an appropriate vapor barrier. For exterior walls and ceilings, this is typically on the "warm" side (interior wall). For flooring where crawl spaces are the underlying areas, this should be on the "cold side" (below the insulation, above open ground). In locations where blown-in insulation is the optimal or only possible method of installation, an equivalent vapor barrier shall be created by assuring that the interior wall surfaces are covered with an impermeable paint layer. Two layers of oil-based paint or one layer of impermeable latex paint constitute an acceptable vapor barrier. The paint layer must cover all interior surfaces adjacent to the newly installed wall insulation. Special attention shall be given to rooms that are major sources of interior moisture – laundry rooms, bathrooms and kitchens.

16. Repair of flat, non-decorated interior walls and ceilings by patching plaster where possible. When plaster repairs are not feasible, repairing with a smooth finish drywall is allowed provided that the historic trim/wall relationship is maintained, and that the new surface lies in the same plane as the original.
17. Replacement of trim work if, and only if, sections are missing or deteriorated beyond repair and will be, replaced in-kind. Where new wall and ceiling surfaces are installed or where wholesale replacement is needed, new trim should match the historic in general scale and profile. New trim may be built up of stock materials if appropriate.
18. Installation of standard light fixtures to replace missing or broken interior and exterior lighting fixtures. Where "public" spaces within buildings (entryways, lobbies, dining rooms, function rooms) may have had or can accept more elaborate or "period" fixtures, such fixtures when used will be appropriate in scale, material and overall appearance, and where possible, be based on historic documentation.
19. Lead-based paint and asbestos remediation activities, and abatement activities that do not involve removal or alteration of structural, architectural, or decorative features.
20. Control of insects, rodents, or other pests when the method does not physically or visibly impact the historic fabric of the building.

D. Exterior Walls, Cornices, Porches, and Foundations

1. Maintenance painting and caulking of surfaces using products color-matched to the original/existing.
2. In-kind repair or partial (defined as less than 20 percent) replacement of porches, cornices, exterior siding, doors, balustrades, stairs, or trim.
3. In-kind repair or replacement of signs or awnings.
4. Installation of new signs on buildings that are less than four square feet AND, for historic masonry structures, are attached to mortar joints with stainless steel epoxy anchors/fasteners. In no instance shall expansion anchors be utilized on historic masonry structures.
5. Temporary stabilization bracing or shoring, provided such work does not result in additional damage, significant loss of historic fabric, or irreversible alterations,
6. Anchoring of walls to floor systems, provided disturbed historic fabric is restored in-kind.
7. In-kind repair or reconstruction of concrete/masonry walls, parapets, chimneys, or cornices.
8. Bracing and reinforcing of chimneys and fireplaces, provided the bracing and reinforcing are either concealed from exterior view or removable in the future.
9. Masonry cleaning on the condition that it follows the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and the National Park Service Technical Guidelines.

10. Masonry repair and repointing on up to 50 percent of a building on the condition that it follows the *Secretary of the Interior's Standards for the Treatment of Historic Properties* and the National Park Service Technical Guidelines.
11. Repair of masonry foundations, walls, or chimneys by repointing, using in-kind material and only when mortar is missing or deteriorated.

E. Roofing

1. In-kind repair, replacement, or strengthening of roofing, gutters, and/or downspouts.
2. Cement asbestos shingles may be replaced with asphalt-based shingles, and untreated wood shingles may be replaced with fire resistant wood shingles. Roofing material may be replaced with similar updated, energy-efficient materials, provided there is no significant loss of historic fabric (greater than 25 percent of a particular feature). Roofing color will be closely matched through purchase of readily available materials, but without jeopardizing the integrity of the roofing material.

IV. Roads, Roadways, and Railroads

- A. Repair of roads to original geometric design standards and conditions using in-kind materials, number and width of lanes, shoulders, medians, curvature, grades, clearances, and side slopes.
- B. Minor widening, of less than five feet outside of existing right-of-way, in cases where no historic properties are present, and area has been inventoried or documented as previously disturbed.
- C. Repair of road composition with in-kind surface materials including the reshaping and compacting of roadbed soil and the repair of asphaltic or Portland cement concrete pavements.
- D. Repair of traffic control devices such as traffic signs and signals, delineators, streetlights, and pavement markings.
- E. In-kind repair of road lighting systems.
- F. In-kind repair of road appurtenances such as curbs, berms, fences, and sidewalks.
- G. In-kind repair of roadway safety elements such as barriers, guardrails, and impact attenuation devices.
- H. Repairs to railroads provided that excavation or site work will not disturb more soil than substantially disturbed by the original construction; and in-kind repair or replacement of railroad safety components, railroad crossings, and bolt-connected railroad tracks and wood ties.

V. Natural Resources Management

- A. Riverbank stabilization and restoration in areas that have been adequately inventoried for cultural resources and/or where previous disturbance negates presence of such resources.
- B. Hardening earthen drainage ditches and maintaining fords with ground disturbance limited to areas of previous ground disturbance.

- C. Erosion control measures, to include gully erosion repair and trail hardening, without additional ground-disturbance.
- D. Non-ground disturbing tree cutting, timber harvesting, hay cutting, rotary mowing, ground spraying.
- E. Natural resources related recreation programs, including hunting, fishing and non-consumptive uses.
- F. Bat, bird, and rodent exclusionary measures on buildings.

VI. Disaster, Emergency and Hazardous Situations

- A. Temporary, non-destructive placement of site barriers to provide compliance with Department of Defense Minimum Antiterrorism Standards for Buildings (UFC 4-010-01; 8 October 2003). Placement of barriers, structures or fencing that involve ground disturbance in areas that have been sufficiently inventoried for cultural resources and been found to not contain historic properties.
- B. Emergency response to releases of hazardous substance, pollutants, and contaminants that may involve removal of contaminated soils or treatment of buildings and structures.
- C. Emergency response to rescue and recovery of human life in instances of natural or man-made disasters.
- D. Remediation actions that involve digging, soil removal and landfill repairs in previously disturbed areas.
- E. Land application of biosolids in previously disturbed areas.
- F. Minimally destructive testing of buildings and structures for hazard-containing materials, wherein any testing on historic fabric is performed in areas not readily visible.

VII. Approved Imitative Substitute Building Material Applications

For development through subsequent consultation