

**PROGRAMMATIC AGREEMENT
AMONG
UTAH STATE COMMUNITY DEVELOPMENT DIVISION,
UTAH STATE HISTORIC PRESERVATION OFFICE,**

And the

ADVISORY COUNCIL ON HISTORIC PRESERVATION

For the

**ADMINISTRATION OF THE
COMMUNITY DEVELOPMENT BLOCK GRANT**

And the

HOME INVESTMENT PARTNERSHIP PROGRAMS

WHEREAS, the Utah State Community Development Division (STATE) proposes to administer the Small Cities Community Development Block Grant and HOME programs with funds allocated by the Department of HUD; and

WHEREAS, pursuant to 24 CFR Part 58, HUD has delegated the responsibility for compliance with the requirements of Section 106 of the National Historic Preservation Act to recipient state agencies and local participating jurisdictions receiving funds from the Small Cities CDBG and HOME Programs; and

WHEREAS, the STATE has determined that the implementation of the Small Cities CDBG and HOME programs may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places (National Register) pursuant to Section 800.13 of the regulations, 36 CFR Part 800, implementing Section 106 of the National Historic Preservation Act, 16 U.S.C 470f; and

WHEREAS, the STATE, the SHPO and the COUNCIL have determined that the STATE can more effectively fulfill its Section 106 review responsibilities for Small Cities programs activities if a programmatic approach is used to delegate Section 106 compliance responsibilities to the recipients of state funds, when they agree to assume this responsibility, and to identify Small Cities programs activities which can be excluded from the Section 106 review because they have limited potential to adversely affect historic properties; and

WHEREAS, the STATE intends to comply with the principles identified in the COUNCIL's Affordable Housing Statement and other policy statements set forth in this Programmatic Agreement, and

WHEREAS, the STATE can assist HUD in completing it's Environmental Review requirements for other HUD activities; and

WHEREAS, the STATE will comply with the terms of this Programmatic Agreement on behalf of the RECIPIENT when it determines that the RECIPIENT lacks the in-house professional expertise or the funding to contract with qualified professionals to fulfill the terms of the Agreement.

NOW, THEREFORE, the STATE, the Utah SHPO, and the COUNCIL agree that the Small Cities CDBG and HOME programs shall be administered in accordance with the following stipulations to satisfy the State's Section 106 responsibilities for all individual undertakings of the program.

STIPULATIONS

The STATE will ensure that the following measures are carried out:

I. ADMINISTRATION OF THE PA ~

The STATE will employ or enter into a contract with qualified professionals that meet the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9) to carry out reviews related to their profession that are required under the terms of the Programmatic Agreement. The STATE will consult with the SHPO during the selection of qualified professionals.

1. The STATE shall notify the SHPO annually whether it has employed or contracted with qualified professionals to carry out reviews under the terms of the Programmatic Agreement. The curriculum vitae of qualified professionals and/or contractors shall be provided to the SHPO.
2. Should the STATE determine that it cannot employ or contract qualified professionals to carry out reviews pursuant to the Programmatic Agreement, the STATE shall consult with the SHPO to determine whether alternate administrative arrangements should be made to allow the STATE to complete the reviews required pursuant to this Programmatic Agreement with or without participation from SHPO. The STATE shall notify the COUNCIL in writing of any alternate administrative procedures developed in consultation with the SHPO.

II. EXEMPT ACTIVITIES~

If RECIPIENT determines that CDBG or HOME Program activities will involve properties less than fifty (50) years old or CDBG or HOME activities are limited solely to those included in Appendix 1, **no further review is required, including evaluation of the property for National Register eligibility.**

III. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES~

A. Identification of Historic Properties: RECIPIENT shall consult with the SHPO to identify historic properties within the Small Cities and HOME programs activities' area of potential effect (APE) as set forth in 36 CFR Section 800.2(c). At a minimum, the RECIPIENT shall review 1) the current listing of the National Register, 2) local county surveys which have been approved by the SHPO, and 3) State surveys. When the STATE determines in consultation with the SHPO that additional information is required to adequately assess the presence of historic properties, the RECIPIENT shall collect additional information that is responsive to the nature of the undertaking.

B. Evaluation of National Register Eligibility:

1. ELIGIBLE: If RECIPIENT identifies properties fifty (50) years of age or older within the APE or target areas which are not included on the National Register or local or county surveys that appear ELIGIBLE for the National Register that property will be treated as such and dealt with in accordance with this Programmatic Agreement.
2. INELIGIBLE: Should RECIPIENT make a determination of INELIGIBLE for the National Register the RECIPIENT shall notify the SHPO and include adequate documentation. The SHPO shall notify RECIPIENT whether it concurs or objects to the documentation. If the SHPO fails to respond within 30 days, the SHPO will be deemed to concur with the RECIPIENTS' determination.
3. Should RECIPIENT disagree with the SHPO's findings regarding the eligibility of a property, RECIPIENT shall obtain a formal determination of eligibility from the Keeper of the National

Register in accordance with 36 CFR Section 800.4(c) and notify the SHPO accordingly.

4. RECIPIENT may submit eligibility determinations for properties to the SHPO concurrently with proposed treatment plans to expedite the Section 106 review. The SHPO shall provide written comments to RECIPIENT within 30 days following receipt of adequate documentation.

IV. TREATMENT OF HISTORIC PROPERTIES~

- A. **Properties** listed on the National Register, eligible for listing on the National Register, and/or which have been determined to meet the National Register criteria in accordance with Stipulation III shall be treated in accordance with Stipulations IV.B through IV.E and VI. |
- B. **Rehabilitation:** RECIPIENT shall ensure that work write-ups or plans and specifications for all rehabilitation activities not listed as exempt in Appendix I are developed in accordance with the recommended approaches in The Secretary of Interiors Standards for Rehabilitations and Guidelines for Rehabilitation Historic Buildings (Standards).
 1. In cases where the RECIPIENT determines an undertaking will have “No Effect” on Historic Properties, it shall notify the Utah SHPO of its determination. Unless the SHPO objects within fifteen (15) days the recipient may proceed with project implementation.
 2. In cases where the RECIPIENT determines, after consultation with the State’s Preservation professional that an undertaking will have “No Adverse Effect” on Historic Properties, the RECIPIENT shall forward documentation to the SHPO for comment. The Utah SHPO shall notify the RECIPIENT within thirty days (30) whether it concurs or objects to the determination. When the SHPO concurs with the RECIPIENT’S finding of “No Adverse Effect,” the undertaking may proceed.
 3. When the SHPO objects to a determination of “No Adverse Effect” pursuant to IV.B.2, or if RECIPIENT determines that the undertaking will have an “Adverse Effect” the RECIPIENT shall consult with the Utah SHPO to determine the appropriate mitigation measures.
 4. Should the Utah SHPO disagree with the RECIPIENTS’ determination of effect, it shall consult further with the RECIPIENT to resolve the disagreement. If an agreement cannot be reached, the RECIPIENT shall consult with the COUNCIL in accordance with Stipulation VIII.
- C. **Relocation of Historic and Contributing Buildings:** RECIPIENT shall consult with the SHPO prior to the approval of plans for the relocation of historic properties when historic properties are proposed for relocation as part of the implementation of a CDBG or HOME project.
 1. Upon approval of an alternate site by the STATE in consultation with the SHPO, RECIPIENT shall ensure that all historic properties are moved in accordance with the recommended approaches in Moving Historic Buildings (John Obed Curtis) by a professional mover who has the capability to move historic properties properly. The RECIPIENT shall develop a relocation plan in consultation with the STATE’S Preservation professional and submit it to the SHPO for review and comment.

2. Should the RECIPIENT determine that they cannot identify an alternate site acceptable to the SHPO, RECIPIENT shall consult with the SHPO to develop a Standard Mitigation Measures Agreement in accordance with Stipulation V.
- D. **Demolition:** RECIPIENT shall not proceed with the demolition of contribution buildings within an historic district or properties listed on or eligible for listing on the National Register until the procedures set forth in Stipulation IV.D are completed.
1. RECIPIENT shall forward documentation to the SHPO for each historic property or group of properties proposed for demolition and the documents outlined in Stipulation V.A.1), to include the reason for demolition, a recent structural analysis, a summary of alternatives considered, future plans for the site, the proposed mitigation plan, and the views of the public.
 2. If the RECIPIENT determines that the proposed demolition is the most feasible alternative, the RECIPIENT in consultation with the SHPO shall develop a standard Mitigation Measures Agreement in accordance with Stipulation V.
 3. If the RECIPIENT in consultation with the SHPO determines that the Standard Mitigation Measures do not apply, the STATE shall notify the COUNCIL and initiate the consultation process set forth in 36 CFR section 800.5(e).
- E. **New Construction:** RECIPIENT shall ensure that the design of new construction, in-fill construction, or additions to historic buildings is compatible with the historic qualities of the historic district or adjacent historic buildings in terms of size, scale, massing, design, color, features and materials, and is responsive to the recommended approaches for new construction set forth in the Standards.
1. RECIPIENT shall develop preliminary design plans in consultation with the SHPO. Final plans and specifications will be submitted to the SHPO for review and comment prior to the initiation of construction activities.
 2. If the STATE in consultation with the SHPO determines that the design of the new construction does not meet the Standards or would otherwise result in an adverse effect to historic properties, RECIPIENT shall consult with the SHPO to modify the design or to develop a Standard Mitigation Measures Agreement in accordance with Stipulation V.
 3. If the STATE in consultation with the SHPO determines that the Standard Mitigation Measures do not apply, the RECIPIENT shall notify the COUNCIL and initiate the consultation process set forth in 36 CFR section 800.5 (e).

V. RESOLUTION OF ADVERSE EFFECTS~

A. If RECIPIENT in consultation with the SHPO determines that a project meets the Criteria of Adverse Effect, RECIPIENT shall consult with the SHPO to determine whether the historic properties should be treated in accordance with the Standard Mitigation Measures outlined in Appendix 2 or reviewed in accordance with 36 CFR section 800.5(e).

1. RECIPIENT shall submit background documentation to include, an analysis of alternatives, recent structural reports or assessments of conditions, cost estimates for rehabilitation, programmatic and economic considerations, and marketing studies.
2. If the STATE, in consultation with the SHPO, determines that the proposed demolition is an acceptable loss, or no prudent and feasible alternatives exist to implementing the undertaking without adverse effects or mitigating circumstances exists, the SHPO and RECIPIENT shall execute a Standard Mitigation Measures Agreement as outlined in Appendix 2.
3. Upon receipt of the Standard Mitigation Measures Agreement from the SHPO, RECIPIENT shall sign the Agreement and return the original to the SHPO within 30 days following receipt. **No further review of the undertaking is required by the COUNCIL.**
4. If the RECIPIENT objects to the terms of the Standard Mitigation Measures agreement, the RECIPIENT shall notify the SHPO and contact the STATE. The STATE shall initiate the consultation process set forth in 36 CFR Section 800.5(e).

B. RECIPIENT and the SHPO shall not execute Standard Mitigation Measures Agreements when one of the following circumstances exists:

1. the STATE, in consultation with the SHPO, determines that the Standard Mitigation Measures do not apply to an undertaking,
2. RECIPIENT objects to the Standard Mitigation Measures proposed by the estate, in consultation with the SHPO,
3. The SHPO fails to respond within 30-days,
4. The undertaking will adversely affect a National Historic Landmark,
5. The public objects; and/or
6. Human remains are present within the area of potential effect.

VI. EMERGENCY UNDERTAKINGS~

When emergency demolition is required for historic properties associated with Small Cities CDBG and HOME programs activities, RECIPIENT shall allow the SHPO five (5) business days to respond, if the nature of the emergency allows the existence of an emergency situation shall be based upon the need to eliminate an imminent threat to the health and safety of residents as identified by local or county building inspectors, fire department officials, or other local county officials.

1. RECIPIENT shall forward documentation to the SHPO for review immediately upon notification that an emergency exists. Documentation should include a) the nature of the emergency; b) the historic property involved; c) the current condition of the building, including photographs; and d) the time-frame allowed by local officials to respond to, or correct, the emergency situation.
2. RECIPIENT shall ensure that any mitigation measures recommended by the SHPO are implemented, if feasible.

VII. TREATMENT OF ARCHEOLOGICAL SITES~

RECIPIENT shall notify the SHPO when ground disturbing activities, to include excavation for footings and foundations; installation of utilities such as sewer, water, storm drains, electrical, gas, leach lines, and septic tanks, are proposed as part of an undertaking.

1. RECIPIENT shall request the SHPO's opinion regarding the potential effect of such activities on archeological properties prior to initiation of project activities. If the SHPO determines that there is a high probability for the presence of significant archaeological sites or cultural remains within the project area, following the review of background information provided by the RECIPIENT or a review of State surveys, RECIPIENT shall contract qualified archaeologists to conduct archeological surveys. RECIPIENT shall forward the scope of work for the archeological survey to the SHPO for review and comment.
2. If RECIPIENT and the SHPO determine that there is the potential for archeological properties listed on or eligible for listing on the National Register to be affected the undertaking, the SHPO shall advise RECIPIENT of the appropriate treatment for the archeological properties. If RECIPIENT cannot avoid the archeological properties or preserve them in-situ, the RECIPIENT shall develop a data recovery plan that is consistent with the Secretary of the Interior's Standards and Guidelines for Archeological Documentation (48 CFR 44734-37) and take into account the COUNCIL's publication, "Treatment of Archeological Properties", and subsequent revision made by the COUNCIL and appropriate state guidelines. RECIPIENT shall submit treatment plans to the SHPO for review and comment and shall ensure that the approved plan is implemented by qualified archaeologists.

VIII. REVIEW OF MODIFICATION TO APPROVED ACTIVITIES~

RECIPIENT shall notify the SHPO of any modifications to approved work write-ups, plans and specifications, and Standard Mitigation Measures Agreements previously approved under the terms of this Programmatic Agreement.

1. If the RECIPIENT, in consultation with the SHPO, determines that modifications to a previously reviewed project will not affect or adversely affect historic properties, RECIPIENT may proceed with the undertaking.
2. If the RECIPIENT, in consultation with the SHPO, determines that modifications to a project or the inclusion of additional properties will adversely affect historic properties, RECIPIENT and the SHPO shall determine the appropriateness of using a Standard Mitigation Measures Agreement in accordance with Stipulation V. If the RECIPIENT, in consultation with the SHPO, determines that it is inappropriate to use a Standard Mitigation Measures Agreement, RECIPIENT shall notify the COUNCIL and initiate the consultation set forth in 36 CFR Section 800.5(e). The COUNCIL will provide comments within 21 days following receipt of documentation.

IX. DISCOVERY ~

RECIPIENT shall notify the SHPO immediately if unidentified historic properties are discovered during the implementation of project activities previously approved under the terms of this Programmatic Agreement or unexpected affects to known historic properties occur.

1. RECIPIENT shall forward appropriate documentation to the SHPO, to include the location of the property, photographs, and any relevant descriptive information, so that the SHPO can consult with the recipient to evaluate the properties in accordance with Stipulation III.
2. If RECIPIENT, in consultation with the SHPO, determines that the historic properties are eligible for listing on the National Register and that the historic properties cannot be avoided during implementation project activities, RECIPIENT shall consult with the SHPO to develop an appropriate treatment plan or Standard Mitigation Measures Agreement in accordance with Stipulation IV. The plan or agreement will be developed within five business days after sites are determined eligible unless otherwise agreed.
3. The RECIPIENT shall implement the plan or agreement upon approval by SHPO.

X. PUBLIC INVOLVEMENT~

- A. RECIPIENT, in consultation with the SHPO, shall determine the public interest in Small Cities CDBG and HOME programs activities which have the potential to affect historic properties by information the public about historic properties while meeting its public participation requirements as set forth in the regulations for the Small Cities CDBG and HOME programs and in complying with 24 CFR Part 5. RECIPIENT shall notify the SHPO of the public interest in any project activities covered under the terms of this Programmatic Agreement.
- B. RECIPIENT or the SHPO may invite interested persons to participate as consulting parties in the consultation process for adverse effects in accordance with 36 CFR 800.5(e)(1).
- C. At any time during the implementation of the measures stipulated in this Programmatic Agreement, should the public raise an objection pertaining to the treatment of an historic property, RECIPIENT shall notify the SHPO and take the objection into account. RECIPIENT, and the SHPO, or COUNCIL, when requested by the objector, shall consult to resolve the objection. **RECIPIENT is not required to cease work while objections are being reviewed.**

XI. ADMINISTRATIVE COORDINATION~

- A. The SHPO shall provide comments within thirty (30) days for reviews required under the terms of this Programmatic Agreement unless otherwise specified. In the event that the SHPO fails to comment within the time period specified or thirty (30) days, whichever may be the case, the RECIPIENT can assume that the SHPO concurs.
- B. The STATE, in consultation with the SHPO, shall develop management procedures for the implementation of the terms of this Programmatic Agreement within 60-days following execution of the Agreement. Such procedures can include the use of Certified Local Governments to assist RECIPIENT in complying with the terms of the Programmatic Agreement.
- C. The STATE shall conduct periodic training workshops for RECIPIENTS to review the requirements of this Programmatic Agreement. The first training program will be scheduled during the annual Small Cities CDBG or HOME training that is planned following the execution of this Agreement. The SHPO may assist with such training, if so requested, and provide RECIPIENTS with guidance materials related to implementation of the terms of the Programmatic Agreement.

D. The STATE shall ensure that RECIPIENT, or the STATE when it has acted on behalf of a RECIPIENT, document program activities which involve historic properties and were subject to the terms of this Programmatic Agreement in individual project or environmental files. Each project file shall include at a minimum, 1) documentation why one of the exemptions from review is applicable; 2) comments from qualified professionals or the SHPO regarding the National Register eligibility of the property; 3) proposed treatment of historic properties; 4) before or after photographs; 5) work write-ups; and, 6) the date the project was completed. This information shall be available for review by the SHPO or COUNCIL following reasonable notice.

E. The STATE shall conduct periodic monitoring visits of RECIPIENTS' project sites to ensure compliance with actions, plans, documents, and agreements approved by the SHPO or COUNCIL pursuant to this Programmatic Agreement.

XII. COORDINATION WITH OTHER HUD AND FEDERAL PROGRAMS ~

A. A City or County CDBG entitlement community or a Small City that has executed a CDBG Programmatic Agreement with the SHPO and COUNCIL that covers the administration of its Small Cities CDBG and HOME programs shall use its existing Programmatic Agreement in lieu of this Agreement when it is the RECIPIENT of the Small Cities CDBG or HOME funds as defined by the terms of this PA.

B. RECIPIENT may coordinate with HUD and other Federal agencies in the review of activities covered by the terms of this Programmatic Agreement when HUD or the Federal agencies have or may allocate funds to be used in conjunction with CDBG or HOME Program activities. HUD or Federal agency official shall notify the SHPO early during project planning if their intent is to coordinate with RECIPIENT to comply with the terms of this Programmatic Agreement for an undertaking.

XIII. DISPUTE RESOLUTION~

A. Should the COUNCIL or the SHPO object within the time frames outlined in this Programmatic Agreement to any plans, specifications, or actions provided for review pursuant to this Programmatic Agreement, the RECIPIENT shall consult with objecting party to resolve the objection. If the RECIPIENT determines that the objection cannot be resolved, resolve the objection. RECIPIENT shall forward all documentation relevant to the dispute to the COUNCIL. Within thirty (30) calendar days after receipt of all pertinent documentation, the COUNCIL will either:

1. provide the STATE with recommendations or comment which the STATE will take into account in reaching a final decision regarding the dispute; or
2. notify the STATE that it will comment pursuant to 36 CFR 800.6 (b), and proceed to comment. Any COUNCIL comment provided in response to such a request will be taken into account by the STATE in accordance with 36 CFR 800.6 (c)(2) with reference to the subject of the dispute.

B. Any recommendation or comment provided by the COUNCIL in response to such a request will be understood to pertain only to the subject of the dispute; the STATE'S responsibility to carry out all actions under this agreement that are not the subject of the dispute will remain unchanged.

XIV. MONITORING ~

The SHPO and the COUNCIL may monitor any activities carried out pursuant to this Agreement and the COUNCIL will review any activities if requested. The STATE will cooperate with the SHPO and COUNCIL should they request to monitor or to review project files for activities at specific project sites.

XV. REPORTING ~

A. The STATE shall provide the SHPO and council with an annual report on or before July 31 of each year summarizing activities carried out by RECIPIENT under the terms of this Programmatic Agreement. The first report will be submitted by the STATE on July 31, 1997, and subsequent reports each July 31st thereafter.

1. Annual reports shall include a list of RECIPIENTS whose program activities involved historic properties, a summary of the status of Standard Mitigation Measures Agreements executed with the SHPO, and the views of the STATE regarding the effectiveness of the Programmatic Agreement
2. The signatories to the Programmatic Agreements shall review this information to determine what, if any, amendments are necessary.

XVI. EFFECTIVE DATE ~

This Programmatic Agreement shall take effect on the date it is designed by the STATE, the SHPO, and the COUNCIL. The Programmatic Agreement will remain in effect unless terminated pursuant to Stipulation XIX.

XVII. AMENDMENTS ~

A. Any party to this Programmatic Agreement may request that it be amended or modified, whereupon the STATE, SHPO, and Council will consult in accordance with 36 CFR 800.13 to consider such revisions.

B. Any resulting amendments or addenda shall be developed and executed among the STATE, SHPO and COUNCIL in the same manner as the original Programmatic Agreement.

XVIII. TERMINATION ~

Any party to this Programmatic Agreement may terminate the Agreement by providing thirty (30) calendar days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

XIX. FAILURE TO COMPLY WITH AGREEMENT~

In the event that RECIPIENTS do not carry out the terms of this Programmatic Agreement, the STATE will comply with 36 CFR 800.4 through 800.6 with regard to each individual Small Cities CDBG and HOME project for which the STATE has awarded funding to a RECIPIENT.

APPENDIX 1

The RECIPIENT, in consultation with the State, the Utah SHPO, and the COUNCIL, has determined the following activities are routinely found to have “limited effect” on historic properties involved as defined by Federal Regulations 36 CFR 800.5, and the Utah SHPO and Council concur that these activities will not require project review by either the Utah SHPO or Council pursuant to Stipulation II.A:

1. Grants or loans to participants in the Neighborhood Business Revitalization and Economic Revolving Loan Fund Programs for working capital, equipment, furniture, fixtures, debt refinancing and acquisition of building for reuse. Such activities shall require review by SHPO if activities involve or make changes to structure which are fifty (50) years of age or older, as herein described in the PA.
2. Upgrading of existing curbs, sidewalks, hike/bike trails, park improvements, or other public improvements, except where historic materials, i.e., features which are at least 50 years old, retain their integrity from the historic period, and exhibit distinctive materials, methods of construction, or elements of design that would contribute to the character of National Register historic sites or districts, and are being replace or resurfaced with other materials.
3. Resurfacing or repair of existing roads, streets, alleyways, sidewalks, driveways, and curbs, or alleyways provided that work is done in-kind to closely match existing materials and form, and there are only minimal changes in dimension or configuration of these features, except where historic materials, i.e., features which are at least fifty (50) years old, retain their integrity from the historic period and exhibit distinctive materials, methods of construction, or elements of design that would contribute to the character of National Register historic sites or district, are being replaced or resurfaced, or where new (or extensions of existing) streets or alleyways encroach on properties, park strips, or landscaped medians fifty (50) years of age or older.
4. Planning, removal, or trimming of trees and sod installation, except on Historic Properties where landscaping or setting is a contributing element to such property’s listing or eligibility on the National Register of Historic Places, or where a sprinkling system will spray onto the historic building.
5. Repair or replacement of water, gas, electrical, telephone, storm and sewer lines if it occurs within the dimensions of the original trench and does not appear to effect structures of fifty (50) years of age or older.
6. Projects consisting of grants to be applied to the purchase (down payment, mortgage prepayment, and/or closing costs) or residences or businesses.
7. Acquisition of real property (including air rights, water rights, and other interests therein) unless the acquired property is intended for a different use than its present purpose and which is limited to the legal transfer of ownership with no physical improvements proposed.
8. Planning studies, administrative/engineering/design costs associated with an eligible activity as described in Title I or the HCD Act of 1974, section 105
9. Any of the following types of rehabilitation project activities which have minimal impact on the historic fabric of a building:

- a. Demolition and rehabilitation on a non-historic property, except when a proposed addition to an existing property may impact a surrounding historic district.
- b. Repair, replacement, modification, or installation of the following systems provided that such work does not alter the defining features such as lowering of ceilings or placing mechanical units on visible portions of roofs or in windows, or affect the exterior or require the installation of new ducts through the interior:
 1. electrical work,
 2. plumbing pipes and fixtures
 3. heating system improvements
 4. installation of fire detectors
 5. ventilation systems; and
 6. bathroom improvements where work is contained within the existing bathroom
- c. Repainting of exterior surfaces provided that destructive surface preparation treatments, including, but not limited to waterblasting, sandblasting, and chemical cleaning are not used. Removal of damaged or deteriorated paint on wood surfaces with sand scraping and hand sanding and heat plates or heat guns to the next sound layer.
- d. Caulking, provided the color of the caulking blends in with the building; weather-stripping, re-glazing and repainting of windows; water heater insulation wraps; insulation in attics, basement, crawl spaces, beneath floors, walls and around pipes and ducts provided that that installation of all such insulation can be accomplished without permanent visual changes in the interior and/or exterior finish materials and that it is installed with appropriate vapor barriers, and within wall cavities provided that decorative interior plaster, woodwork, or exterior siding is not altered or damaged. The proposed use of urea formaldehyde insulation, exterior “blow-in” insulation and storm doors and windows are not exempt from review.
- e. Repair of existing windows or replacement of non-historic windows with a window that matches the size, color, profile and configuration of the historic windows and is compatible with the visual qualities and historic character of the building (flat profile aluminum windows with muttons sandwiched between panes of glass or glued on the glass are not exempted from review under this provision). The window finish shall be either painted, baked enamel or vinyl clad. Mill finish aluminum and anodized finishes do not meet the standards.
- f. Repair or replacement of historic awnings when work is done in-kind to closely match existing materials and form.
- g. Roof repair of historic roofing with material, which closely matches the existing material and form. For example, replacing a roof which historically wood sawn cedar shingles with new sawn cedar shingles or dark gray or black architectural grade composition shingles. Roofing material shall not be an unusual or unique color or texture to the particular style of structure. Cement asbestos shingles may be replaced with asphalt based shingles.
- h. Repair, replacement, or installation of gutters and downspouts.

- i. Installation of insulation in ceilings, attic, and basement spaces.
- j. Repair or removal of suspended ceiling tile.
- k. Replacement of non-significant flat stock trim.
- l. Treatment of interior surfaces (floor repairs, stair repairs, wall and ceiling repairs, installation of new cabinets and appliances in kitchens where no historic molding, windows or doors will be impacted, new bathroom fixtures, when the new fixtures do not impact existing doors and windows, repair of interior doors, installation of security devices such as dead bolts, door locks, window latches, and door peepholes (this does not include security doors or bars on windows) when work is limited to repainting, refinishing, re-papering, replacing sheetrock, or laying carpet or sheet flooring. Changing walls in secondary locations such as bedrooms, kitchens and bathrooms as long as the new walls do not intersect windows.
- m. Interior lead paint abatement when it is limited to washing, scraping and repainting, wallpapering, and chemical stripping of lead-painted surfaces. Exterior lead paint abatement that includes scraping and repainting of exterior wood and masonry surfaces.
- n. Repair or replacement of fencing when work is done in-kind to closely match existing historic material and form.
- o. Cleaning of masonry surfaces with low-pressure water and detergent (less than 400 psi) after a test patch has been done on an inconspicuous location to ensure the masonry will not be damaged.
- p. Repair of foundations and structural features of the building when the action does not require the removal or alteration of the historic architectural building fabric or the introduction of new kinds of materials not already present, etc., Sealers, gunite, etc.
- q. Repointing masonry and stone if the old mortar is removed by hand, i.e., No power saws and the new mortar is the same color, tooling and strength as the historic mortar. Generally, this means one part lime to two parts sand. Astm c-150 type ii (white non-staining) Portland cement may be added to the repointing mortar to increase workability and to achieve whiteness in color; however, now more than 20 percent of the total volume of the lime and Portland cement shall be cement.
- r. Control of insects, rodents, or other pests when the method does not visibly impact the historic fabric of the building.

10. Vacant Grounds Previously Disturbed: vacant grounds previously disturbed by construction activities within fifty (50) years prior to commencement of an undertaking.

- 11. Rehabilitation of Existing Public Improvements: Improvements to existing sewer, water, road, sidewalk, curb systems, or like property improvements shall not require Utah SHPO review, except where such features are at least 50 years old, retain their integrity from the historic period, or exhibit distinctive materials, methods of construction, or elements of design that would contribute to the character of National Register historic sites or districts.

APPENDIX 2

STANDARD MITIGATION MEASURES FOR ADVERSE EFFECTS

RECIPIENT and the SHPO may develop and execute an agreement that includes one or more of the following Standard Mitigation Measures, as modified by the STATE, in consultation with the SHPO for all undertakings not listed in Stipulation V.B. when the STATE in consultation with the SHPO, deems it appropriate. The Council will not be a party to these agreements; however, RECIPIENT must submit a copy to the STATE and Council for their records within thirty (30) days after the Agreement is executed between the RECIPIENT and SHPO.

A. RECIPIENT shall ensure that the treatment of historic properties or the design of new buildings which the STATE, in consultation with the SHPO, has determined cannot feasibly meet the Standards or approved design guidelines are carried out in accordance with the construction documents or work write-ups reviewed and approved by the STATE, in consultation with the SHPO.

1. MITIGATION ALTERNATIVES: If the adverse effect is the result of the installation of new windows which do not meet the Standards, the RECIPIENT may choose to install windows meeting the Standards on the primary elevations while installing the non-compliant windows on the secondary elevation, e.g. windows which are still the same size and configuration as the historic window but which may not have the same profile or finish.

B. RECIPIENT shall ensure that the marketing plan proposed by the STATE, in consultation with the SHPO, is implemented for a mutually agreed upon period prior to the demolition or relocation of historic properties. RECIPIENT shall review all purchase offers in consultation with the SHPO. If a successful purchaser is selected, RECIPIENT shall include preservation covenants approved by the STATE, in consultation with the SHPO, in the transfer deed. If no successful purchase is identified, RECIPIENT either convey the property without covenants or proceed with the demolition or relocation after historic properties have been recorded pursuant to HABS standards or SHOP guidelines.

C. If a historic property proposed for relocation is a contributing element within a historic district listed on or eligible for listing on the National Register, RECIPIENT shall make every effort to relocate the historic property within the same historic district. RECIPIENT shall forward documentation to the SHPO explaining why relocation is required; the basis for selection of the new site; the existence of archeological properties on the new site; and, summarizing alternatives to relocation, which were considered. If the SHPO concurs that relocation of an historic property is appropriate, the RECIPIENT shall forward documentation regarding the location of the proposed new site to the SHPO for review and comment. If the SHPO objects to the proposed new site, RECIPIENT shall consult further with the SHPO to evaluate alternate locations.

D. RECIPIENT shall ensure that the historic property is recorded prior to its demolition, alteration, or relocation in accordance with Historic American Buildings Survey (HABS)

standards or a recordation plan developed by the SHPO. At a minimum this plan will establish recordation methods and standards. The SHPO shall identify appropriate archives, other than the Library of Congress, for the deposit or recordation materials and recipients shall be responsible for submitting such materials.

RECIPIENT and the SHPO may mutually agree to waive the recordation requirements if this affected historic properties will be substantially repaired in accordance with the Standards.

1. Prior to commencing construction or demolition the RECIPIENT shall consult with the SHPO to determine the level of documentation needed to record the historic qualities of the eligible property. The Utah SHPO shall provide written comments to the RECIPIENT within thirty (30) days. As a minimum unless otherwise agreed, the following levels of recordation or documentation must be supplied:

a. Buildings Eligible for Listing on the National Register as Contributing to a Potential National Register Historic District:

1) INTENSIVE LEVEL SURVEY FORM (ILS): An ILS form must be completed to basic survey standards (see Utah SHPO instructions). Basic standards require only limited historic research.

2) PHOTOGRAPHS: Photographs are required of all buildings or structures on the property. An adequate number of professional quality black/white 35 millimeter photos (3 x 5 prints with accompanying negatives) to show all exterior elevations (where possible to obtain all elevations), streetscape photographs, detailed photographs of all areas to be impacted by the adverse effect (showing the scale of the feature), photographs of the exterior and interior architectural trim/decorations. Photographs shall be numbered and labeled with address (street and city) and date photograph was taken and keyed to a site plan and floor plan. All prints and negatives shall be submitted in archival stable protective storage pages.

3) DRAWINGS: For all buildings being demolished, sketch floor plans of all eligible buildings shall be submitted. The plans must be based on an accurate footprint (e.g., Sanborn maps, tax card drawings, or measurements taken on site) and show all existing construction. Rooms shall be labeled by use. These non-measured drawings are to be on 8.5" x 11" or 11" x 17" sheets. A site sketch plan showing subject buildings and all out buildings shall be submitted.

4) RESEARCH MATERIALS: A legible photocopy of the entire historic tax card of the property shall be submitted. For buildings being demolished, a 5 x 7" black and white, 35 mm print and negative of the historic tax photo shall be submitted. Label and submit print and negative as described above.

b. Buildings individually Eligible for Listing on the National Register or Currently Listed on the National Register.

1) INTENSIVE LEVEL SURVEY FORM (ILS): A full ILS form or National Register form providing detailed historic information must be completed following instructions provided by the Utah SHPO.

2) PHOTOGRAPHS: Photographs are required for all buildings or structures on the property. An adequate number of professional quality black and white photos taken with a large format camera (5 x 7" prints with accompanying negatives) and the same number of 35 mm color slides to show all exterior elevations (where possible to obtain all elevations), streetscape, detailed photographs of all areas to be impacted by the adverse effect, photographs of exterior and interior architectural

trim/decorations shall be submitted. Photographs shall be labeled with address (street and city) and date photograph was taken. Slides shall be numbered and the labeling information submitted on a separate sheet of paper.

3) DRAWINGS: If significant, character defining features (e.g. windows, porches, chimneys, walls) are to be removed, demolished or altered, accurate measured drawings of these features shall be required (e.g. elevations, sections, details). In the case of demolition, measured drawings of all eligible buildings and features which will be adversely affected by the proposed work shall be submitted. Drawings of existing floor plan(s) must be based on accurate measurements of the building. Rooms should be labeled by use. An accurate site plan showing subject buildings and all out buildings is also required.

4) RESEARCH MATERIALS: A legible photocopy of the entire historic tax card of the property must be submitted. For buildings being demolished, a 5 x 7" black and white, 35 mm print and negative of the historic tax photo shall be submitted. Label and submit print and negative as described above. Photocopies of all other research notes must also be submitted.

- c. RECIPIENT, in consultation with the SHPO, shall identify appropriate parties to receive salvaged architectural features. RECIPIENT shall ensure that significant architectural features are salvaged prior to the initiation of demolition activities and properly stored and curated. When feasible, salvaged architectural features shall be reused in other preservation projects, if appropriate.
- d. The STATE shall ensure that the Mitigation plan is consistent with the Secretary of the Interior's Standards and Guidelines for Archaeological Documentation (48 FR 44734 – 37) and STATE guidelines, and take into account the Council's publication, Treatment of Archeological Properties (Advisory Council on Historic Preservation, draft, 1980). The Mitigation Plan, unless otherwise agreed, shall specify:
- 1) The property, properties, or portions of properties where data recovery is to be carried out;
 - 2) Any property, properties, or portions that will be disturbed or destroyed without data recovery;
 - 3) The research questions to be addressed through the data recovery, with an explanation of their relevance and importance;
 - 4) The methods to be used, with an explanation of their relevance to the research questions;
 - 5) The methods to be used in analysis, data management, and dissemination of data, including a schedule;
 - 6) The proposed disposition of recovered materials and records;
 - 7) The proposed methods for involving the interested public in the data recovery.

The RECIPIENT shall submit the Mitigation Plan to the SHPO for a thirty (30) day review and approval. Unless the SHPO objects within thirty (30) days after receipt of the Mitigation Plan, the RECIPIENT shall ensure that it is implemented.

EXECUTION AND IMPLEMENTATION of this Programmatic Agreement evidences that the STATE has satisfied its Section 106 responsibilities for all individual undertakings of the State administered Community Development Block Grant and HOME Investment Partnership Programs.

The following individuals signed this programmatic agreement on June 26, 1996.

State of Utah –

Governor Michael O. Leavitt
State of Utah

Joseph A. Jenkins, Executive Director
Department of Community and Economic Development

Richard J. Bradford, Division Director
Division of Community Development

Max J. Evans, SHPO and Director
Division of State History

Department of Housing and Urban Development –

Tony Hernandez
Secretary's Representative, HUD Office

John Milchick, Jr.
State Coordinator, HUD Office