

**PROGRAMMATIC AGREEMENT
BETWEEN THE
STATE OF UTAH HOUSING & COMMUNITY DEVELOPMENT DIVISION
AND THE
UTAH STATE HISTORIC PRESERVATION OFFICE,
REGARDING THE ADMINISTRATION OF THE
UTAH SMALL CITIES COMMUNITY DEVELOPMENT BLOCK GRANT,
HOME INVESTMENT PARTNERSHIP,
HOUSING TRUST FUND,
EMERGENCY SOLUTIONS GRANT,
AND
HOUSING OPPORTUNITIES FOR PEOPLE WITH AIDS
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS**

WHEREAS, the State of Utah, Housing & Community Development Division (STATE) proposes to administer the Utah Small Cities Community Development Block Grant (CDBG), Home Investment Partnership (HOME), Housing Trust Fund (HTF), Emergency Solutions Grant (ESG), and the Housing Opportunities for People with AIDS (HOPWA) programs with funds allocated by the Department of Housing and Urban Development (HUD); all assisted activities falling under the aforementioned programs require Section 106 review, except projects that are exempted under HUD regulations or by this agreement; 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, HOME, HTF, ESG and HOPWA programs; and

WHEREAS, the STATE has determined that the implementation of the Small Cities CDBG, HOME, HTF, ESG and HOPWA 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 106 of the National Historic Preservation Act, 54 USC 306108; and

WHEREAS, the STATE and the Utah State Historic Preservation Office (SHPO) have determined that the STATE can more effectively fulfill its Section 106 review responsibilities for the CDBG, HOME, HTF, ESG and HOPWA program activities if a programmatic approach is developed to identify 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 Advisory Council on Historic Preservation's (COUNCIL) Affordable Housing Policy Statement (November 9, 2006) and other policy statements set forth in this Programmatic Agreement, and

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

WHEREAS, the STATE will assume responsibility for complying with Section 106 when providing assistance to SUB-RECIPIENTS, including non-profit organizations, Community Housing Development Organizations (CHDO's), and local units of government identified as non-participating jurisdictions; and

NOW, THEREFORE, the STATE and the Utah SHPO agree that the Utah Small Cities CDBG, HOME, HTF, ESG and HOPWA 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

A. The STATE shall be responsible for providing oversight of the PA and 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.

B. The STATE shall be responsible for consulting with SUB-RECIPIENTS and ensure the provisions of this PA apply to its SUB-RECIPIENTS.

II. EXEMPT ACTIVITIES

A. If the STATE determines that CDBG, HOME, HTF, ESG and HOPWA program activities will involve properties less than fifty (50) years old or CDBG, HOME, HTF, ESG and HOPWA activities are limited solely to those included in Appendix 1, no further review is required, including evaluation of the property for National Register eligibility. If a property is less than 50 years, but has been previously determined eligible, the STATE will treat it as an eligible property.

B. If a property has been determined to be ineligible for inclusion in the National Register within the last five (5) years from the date the STATE receives application for funding for a project, then no review is necessary under this PA.

III. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES

A. Identification of Historic Properties (Buildings/Structures): STATE shall consult with the SHPO to identify historic properties within the CDBG, HOME, HTF, ESG and HOPWA programs activities' area of potential effect (APE) as set forth in 36 CFR Part 800.16(d). At a minimum, the STATE shall review the current listing of the National Register and the Utah SHPO Historic Buildings Database. When the STATE determines in consultation with the SHPO that additional information is required to adequately assess the presence of historic properties,

the SUB-RECIPIENT shall work with the STATE to collect additional information that is responsive to the nature of the undertaking.

B. Identification of Historic Properties (Archaeological): The STATE shall ensure that any vacant parcel or open areas within developed parcels proposed for ground disturbing development (to include excavation for footings and foundations; installation of utilities such as sewer, water, storm drains, electrical, gas, leach lines, and septic tanks), shall be assessed for potential to contain archaeological historic properties. Assessment could include, but is not limited to a historic document research, Class I archaeological literature review, and/or Class III Intensive archaeological survey of the subject parcel. All work must be completed by an archaeologist meeting the Secretary of Interior Standards (48 CFR 44734-37), and that person must hold a Utah State Principal Investigator Permit. All documentation and a formal determination will be provided to the Utah SHPO for comment and review.

C. Evaluation of National Register Eligibility:

1. ELIGIBLE: If the STATE identifies properties fifty (50) years of age or older within the APE which are not included on the National Register and are not in the Utah SHPO Historic Buildings Database that appear to be ELIGIBLE for the National Register, that property will be assessed, recorded, and treated as such and dealt with in accordance with this PA.

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2. INELIGIBLE: Should the STATE make a determination of ineligible for a property 50 years or older, the STATE shall notify the SHPO and include adequate documentation. The SHPO shall notify the STATE whether it concurs or objects to the STATE'S determination of ineligibility within 30 days following receipt of documentation. If the SHPO fails to respond within 30 days, the SHPO will be deemed to concur with the STATE'S determination.

3. If the STATE and the SHPO disagree regarding the eligibility of a property, the STATE shall obtain a formal determination of eligibility from the Keeper of the National Register in accordance with 36 CFR Part 800.4(c) and notify the SHPO accordingly.

4. The STATE may submit eligibility determinations for properties to the SHPO concurrently with proposed project plans and findings to expedite the Section 106 review. The SHPO shall provide written comments to the STATE 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: The STATE 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 Interior's Standards for Rehabilitation (Standards) and Guidelines for Rehabilitating Historic Buildings.

1. In cases where the STATE makes a determination of No Historic Properties Affected, it shall notify the Utah SHPO of its determination. Unless the SHPO objects within twenty-one (21) days the STATE may proceed with project implementation.
2. In cases where the STATE determines that an undertaking will have No Adverse Effect on Historic Properties, the STATE shall forward documentation to the SHPO for comment. The Utah SHPO shall notify the STATE within twenty-one (21) days whether it concurs or objects to the determination. When the SHPO concurs with the STATES 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 the STATE determines that the undertaking will have an Adverse Effect the STATE shall consult with the Utah SHPO to determine the appropriate mitigation measures.
4. Should the Utah SHPO disagree with the STATE'S determination of effect, it shall consult further with the STATE to resolve the disagreement. If an agreement cannot be reached, the STATE shall consult with the COUNCIL in accordance with Stipulation XIII.

C. Relocation of Historic and Contributing Buildings: The STATE 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, HOME, HTF, ESG or HOPWA project.

D. Demolition: The STATE shall not proceed with the demolition of historic properties until the procedures set forth in Stipulation IV.D are completed.

1. The STATE shall forward documentation outlined in Stipulation V.A.1 to the SHPO for each historic property proposed for demolition.
2. If the STATE determines that the proposed demolition is the most feasible alternative, the STATE shall consult with the SHPO to agree to Standard Mitigation Treatment Measures in accordance with Stipulation V.
3. If the STATE, in consultation with the SHPO, determines that the Standard Mitigation Treatment Measures do not apply, the STATE shall notify the COUNCIL and initiate the consultation process set forth in 36 CFR Part 800.6(b) to resolve the effect.

E. New Construction: The STATE 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. The SUB-RECIPIENT shall develop preliminary design plans, in consultation with the STATE. Final plans and specifications will be submitted to the SHPO for review and comment prior to the initiation of construction activities.

2. The SUB-RECIPIENT, working with the STATE, shall follow discovery clauses for archaeology as described in Section IX of this agreement, when necessary, in consultation with the STATE.

V. RESOLUTION OF ADVERSE EFFECTS

A. If the STATE, in consultation with the SHPO, determines that a project meets the criteria of Adverse Effect, the STATE shall consult with the SHPO to determine how properties should be treated to avoid, minimize, or mitigate the effect as per 36 CFR Part 800 or Appendix II of this agreement.

1. The STATE shall submit background documentation to include: the reason for the action, an analysis of alternatives, recent structural reports if needed, assessments of conditions, cost estimates for rehabilitation, programmatic and economic considerations, and marketing studies, future plans for the site, the proposed mitigation plan, and the views of the public.

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, the STATE and the SHPO shall agree on one or more Standard Mitigation Treatment Measures as outlined in Appendix II or shall execute a Memorandum of Agreement (MOA) as per 36 CFR Part 800 to mitigate for the loss.

3. No further review of the undertaking is required if Standard Mitigation Treatment Measures are agreed upon by the STATE, the SHPO, and other consulting parties to resolve the adverse effect.

4. If Standard Mitigation Treatment Measures cannot be agreed upon, the STATE shall initiate the consultation process set forth in 36 CFR Part 800.6 to resolve the adverse effect.

VI. EMERGENCY UNDERTAKINGS

A. When emergency demolition, or other work that destroys or diminishes character-defining features, is required for historic properties associated with the CDBG, HOME, HTF, ESG and HOPWA program activities, the STATE 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. The STATE 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. The STATE shall ensure that any mitigation measures recommended by the SHPO are implemented, if feasible in relation to the nature of the emergency.

VII. REVIEW OF MODIFICATIONS TO APPROVED ACTIVITIES

A. The STATE shall notify the SHPO of any modifications to approved written descriptions, plans, specifications, and Standard Mitigation Treatment Measures previously approved under the terms of this PA.

1. If the STATE, in consultation with the SHPO, determines that modifications to a previously reviewed project will not adversely affect historic properties, the STATE may proceed with the undertaking. The STATE shall allow the SHPO five (5) business days to respond to the STATE's determination of no effect or no adverse effect.

2. If the STATE, in consultation with the SHPO, determines that modifications to a project or the inclusion of additional properties will adversely affect historic properties, the STATE follow the procedures in accordance with Section V of this agreement.

VIII. DISCOVERY

A. The STATE 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. The STATE 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 SHPO to evaluate the properties in accordance with Stipulation III.

2. If the STATE, 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, the STATE 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 (5) business days after sites are determined eligible unless otherwise agreed.

3. The STATE shall implement or ensure that the SUB-RECIPIENT implements the plan or agreement upon approval by the SHPO.

IX. PUBLIC INVOLVEMENT

A. The STATE, in consultation with the SHPO, shall determine the public interest in the Small Cities CDBG, HOME, HTF, ESG and HOPWA programs activities which have the potential to affect historic properties by informing the public about historic properties while meeting its public participation requirements as set forth in the regulations for the CDBG, HOME, HTF, ESG and HOPWA programs and in complying with 24 CFR Part 58. The STATE shall notify the SHPO of the public interest in any project activities covered under the terms of this Programmatic Agreement.

B. The STATE or the SHPO may invite interested persons to participate as consulting parties in the consultation process for adverse effects in accordance with 36 CFR Part 800.2(c)

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, the STATE shall notify the SHPO and take the objection into account. When requested by the objector, the STATE shall consult with the SHPO or COUNCIL to resolve the objection.

X. TRIBAL CONSULTATION

The STATE will conduct its government-to-government responsibilities with Indian tribes. These responsibilities are included in the NHPA Section 106 and its implementing regulations at 36 CFR Part 800, the Native American Graves Protection Act (NAGPRA), and all other applicable statutes, regulations, and policies guiding HUD's delegated government-to-government consultation efforts with America's tribal nations.

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 STATE can assume that the SHPO concurs.

B. Meeting: The STATE, along with the SHPO and other invited parties, shall conduct a biannual meeting during the first quarter of even numbered years (January, February, and March) and training for STATE staff to review the requirements of this PA. Any programmatic issues that need resolving in light of this agreement can be discussed at this meeting.

C. The STATE shall document program activities which involve historic properties and were subject to the terms of this Programmatic Agreement in individual project or environmental files or database. 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 and 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.

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

E. Report: The STATE shall prepare an Annual Report based on the STATE's fiscal year and distribute it to the SHPO and other invited parties at the Meeting described in XI.B above. The report shall highlight items outlined in Stipulation XI.C with a tabular list of projects that were exempted from review and also list any issues encountered during the reporting year along with recommendations to improve the procedures outlined in this PA.

XII. COORDINATION WITH OTHER HUD AND FEDERAL PROGRAMS

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

B. The STATE may coordinate with HUD and other Federal agencies in the review of activities covered by the terms of this Programmatic Agreement when HUD or other Federal agencies allocate funds or other assistance or permitting in conjunction with CDBG, HOME, HTF, ESG or HOPWA Program activities. HUD or Federal agency officials shall notify the SHPO early during project planning if their intent is to coordinate with the STATE to comply with the terms of this Programmatic Agreement for an undertaking.

XIII. DISPUTE RESOLUTION

A. Should any party object within the time frames outlined in this agreement to any plans, specifications, or actions provided for review pursuant to this Programmatic Agreement, the STATE shall consult with the objecting party to resolve the objection. If the STATE determines that the objection cannot be resolved, the STATE shall work with the SHPO to resolve the dispute, and if the objection can't be resolved with the SHPO the STATE 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 comments 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 Part 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 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 may monitor any activities carried out pursuant to this Agreement and the COUNCIL may 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. EFFECTIVE DATE & DURATION

This Programmatic Agreement shall take effect on the date it is signed by the STATE and the SHPO. The Programmatic Agreement will remain in effect in full force for 10 years after the signing date, unless terminated pursuant to Stipulation XVII. It may be renewed if agreed upon by all parties at that time. This PA shall be reviewed for modifications at any time.

XVI. AMENDMENTS


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 Part 800.13 to consider such revisions.

XVII. 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.

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 Small Cities Community Development Block Grant, HOME Investment Partnership Program, Emergency Solutions Grant, and Housing Opportunities for People with Aids Programs.

STATE OF UTAH HOUSING & COMMUNITY DEVELOPMENT DIVISION

 4/11/19

JONATHON HARDY, DIRECTOR, Date

DIVISION OF STATE HISTORY/UTAH STATE HISTORIC PRESERVATION OFFICE

for  4.18.19

DONALD HARTLEY, DIRECTOR/UTAH STATE HISTORIC PRESERVATION OFFICER, Date

APPENDIX I

Project Activity Exemptions

The STATE, in consultation with the SHPO, has determined the following activities are routinely found to have "limited effect" on historic properties and the SHPO concurs that these activities will not require project review by the SHPO pursuant to Stipulation II. For purposes of this agreement, the terms "in-kind repair" or "in-kind replacement" are defined as installation of a new element that duplicates the material, dimensions, configuration, and detailing of the original element.

1. Non-Physical Activities

- a. Grants or loans to participants for working capital, equipment, furniture, fixtures, debt refinancing, and acquisition of building for reuse.
- b. Projects consisting of grants or loans to be applied to the purchase (down payment, mortgage prepayment, and/or closing costs) of buildings.
- c. Acquisition of real property (including air rights, water rights, and other interests therein), which is limited to the legal transfer of ownership with no physical improvements proposed.
- d. Planning-related studies and administrative/engineering/design costs.
- e. Energy audits and feasibility studies.
- f. Architectural and engineering fees.

2. Ineligible Properties

- a. Demolition and rehabilitation on a property that is not eligible for listing in the National Register, except when proposed work to an existing property may impact a surrounding historic building or district.

3. Public Improvements and Site Work

- a. Public Improvements: Upgrading, resurfacing, or rehabilitation of existing roads, streets, alleyways, driveways, curbs, sidewalks, hike/bike trails, park improvements, parking areas, steps not attached to buildings, or other public improvements, 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 a historic property (including eligible or listed districts), and are being replaced or resurfaced with other materials, 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.

- b. Utilities: Repair or replacement of existing water, gas, electrical, telephone, storm, and sewer lines, or installation of new lines in areas where no new ground disturbance will occur.
- c. Landscaping: Planting, removal, or trimming of trees, sod installation, and other landscaping except on historic properties where landscaping or setting is a contributing element to the property's listing or eligibility on the National Register of Historic Places, or where a sprinkling system will spray onto the historic building.
- d. Fencing and Walls: Repair or replacement of fencing and walls when work is done in-kind to match existing historic material and form.
- e. Temporary Barriers: Installation of temporary, reversible barriers such as fencing and construction pedestrian tunnels.

4. Exterior Rehabilitation

- a. Mothballing: Securing and "mothballing" of structures, using methods defined in the National Park Service's Preservation Brief 31, *Mothballing Historic Structures*.
- b. Temporary Features: Installation of scaffolding. Temporary stabilization that causes no permanent damage to the building or site, including installation of temporary bracing, shoring, and tarps.
- c. Storm Windows & Doors: Installation of storm windows and doors provided they are anodized or painted to match the trim and windows with horizontal and vertical divisions that align with the existing window divisions.
- d. Mechanical Systems: Placement and installation of exterior heating, ventilating or air conditioning (HVAC) mechanical units and vents, provided any exterior HVAC mechanical units at the front of the building are screened from public view.
- e. Bulkhead Doors: Installation, replacement, or repair of basement bulkhead doors.
- f. Pest Control: Control of insects, rodents, or other pests when the method does not visibly impact the historic fabric of the building.
- g. Window Covering: Installation of removable film on windows (if the film is transparent), solar screens, or window louvers, in a manner that does not harm or obscure historic windows or trim.
- h. Foundation Vents: Installation of foundation vents, if painted or finished to match the existing foundation material, and not on a street-facing elevation.

- i. Exterior maintenance and repair made with in-kind materials and that do not affect the external appearance and building fabric, including but not limited to the following:
 - i. Structural: Repair and in-kind replacement of foundations and structural members such as floor joists, ceiling joists, roof rafters, and walls.
 - ii. Exterior Paint: Application of exterior paint, other than on previously unpainted masonry. Removal of exterior paint by non-destructive means, limited to hand scraping, low-pressure water wash of less than 400 psi, heat plates or hot air guns, chemical paint removal.
 - iii. Lead Paint Treatment: Exterior lead paint treatment that includes scraping and repainting of exterior wood and masonry surfaces in accordance with the National Park Service's Preservation Brief 37, *Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing*.
 - iv. Caulking & Glazing: Installation of caulking that matches the color of adjacent surfaces of the building; weather-stripping, re-glazing and repainting of windows.
 - v. Masonry Cleaning: 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.
 - vi. Repointing: Repointing of 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, as per the guidelines in Preservation Brief #2.
 - vii. Siding & Trim: Repair or replacement in-kind of existing exterior siding and trim.
 - viii. Porches: Repair or replacement in-kind of existing porch elements such as columns, flooring, floor joists, ceilings, railing, balusters and balustrades, and lattice.
 - ix. Roofs: Repair or replacement in-kind of historic roofing, with material which closely matches the existing material and form. In-kind replacement is recommended, but compatible substitute materials, including architectural composition shingles, can be used with the goal to match the historic material in design, color, texture, and other visual qualities.

- x. Windows and Doors: Repair or replacement in-kind of existing historic windows and doors, or replacement of non-historic windows and doors with windows and doors that match the size, color, profile and configuration of the historic windows and doors and are compatible with the visual qualities and historic character of the building. Replacement of historic windows, historic doors, and door frames that closely resemble the existing on elevations not visible from the public right-of-way.
- xi. Accessibility: Maintenance, repair, or in-kind replacement of accessibility improvements such as wheelchair ramps, but not including exterior elevators.
- xii. Awnings: Repair or replacement in-kind of historic awnings. Removal of metal awnings, except where the awnings have been deemed to be a contributing element of the historic property.
- xiii. Gutters: Repair, replacement, or installation of gutters and downspouts. Replacing existing profiles with a more historic profile (i.e., replacing K-style with half round or square where appropriate).

5. Interior Rehabilitation

- a. Interior Finishes: Refinishing, repair, and replacement of interior finishes.
- b. Plaster and Drywall: Repair and replacement in-kind of plaster walls and ceilings. Installation of drywall where original plaster wall surfaces are missing and where the installation of drywall will not appreciably change the trim profile.
- c. Floors and Floor Coverings: Repair and refinishing of interior floors. Replacement of damaged material in-kind. Installation of carpeting and other floor coverings provided that installation does not damage underlying wood or masonry floor surfaces.
- d. Doors and Trim: Refinishing, repair, or replacement of interior doors and trim in-kind. Replacement of non-significant flat stock trim with material to match historic pattern if known or to be compatible with the property's historic character.
- e. Cabinetry, Countertops and Appliances: Refinishing, repair, or replacement of cabinetry and countertops. Repair or replacement of appliances.
- f. Structural: Repair, replacement, or installation of new interior structural elements which do not intersect windows.
- g. Plumbing: Repair, replacement, or installation of new plumbing lines and fixtures.
- h. Electrical: Repair, replacement, or installation of new electrical lines, equipment, and fixtures.

- i. Mechanical Systems: Repair, replacement, or installation of new HVAC systems and their components, including ventilation, provided that such work does not alter character-defining features.
- j. Insulation: Replacement or installation of insulation provided it can be accomplished without permanent visual changes in the decorative interior (e.g., plaster, woodwork) and/or exterior finish materials (e.g., siding, masonry) and that it is installed with appropriate vapor barriers. The proposed use of urea-formaldehyde insulation and exterior "blow-in" insulation are not exempt from review.
- k. Security Features and Building Controls: Installation or replacement of security devices. Installation of building control devices such as photo-controls, occupancy sensors, fire-smoke-carbon monoxide detectors, thermostats, humidity, light meters and other building control sensors.
- l. Lead Paint Treatment: Treatment of lead paint hazards as required by local, state, and/or federal law.
- m. Asbestos Treatment: Treatment of asbestos hazards as required by local, state, and/or federal law.

6. Demolition

- a. Installation of temporary fencing and barriers for the purpose of site control or security.
- b. Emergency demolition of buildings, structures or facilities where a certified structural engineer has determined that the structural integrity has been lost and there is an imminent threat to public health and safety; provided that the STATE ensures the property is documented with photos pursuant to Appendix II, Section A, when and where safely feasible prior to demolition.
- c. Removal and disposal of collapsed building debris and rubble not attached to any structure, except where the building debris is determined to be a contributing element of a historic property.
- d. Removal of dead trees and brush.
- e. Cleanup and removal of trash, refuse, and abandoned vehicles.
- f. Grading and seeding sites where demolition has already taken place.

APPENDIX II

Standard Mitigation Treatment Measures

When avoidance or minimization of adverse effects is not appropriate or feasible, the following standard mitigation treatment measures may be implemented, if agreed upon by all parties, for the resolution of adverse effects. If an undertaking will result in an adverse effect, the STATE, SHPO, and other participating parties may develop a standard mitigation treatment plan that includes one or more of the following measures, depending on the nature of historic properties affected and the severity of the adverse effect. For example, demolition will likely result in multiple mitigation measures while alteration of a minor character-defining feature may be addressed with a single measure. If standard mitigation treatment measures outlined in this appendix cannot be agreed upon, a Memorandum of Agreement, following the procedures in 36 CFR Part 800.6, will be executed to resolve the adverse effect.

The STATE shall make a determination that Standard Mitigation Treatment Measures are applicable to a specific undertaking, and prepare a draft Standard Mitigation Treatment Measures Plan. The STATE shall forward these to the SHPO and other participating parties. The SHPO and other participating parties shall notify the STATE whether they concur or object to the STATE'S determination and draft Plan within 30 days following receipt of documentation. If the SHPO and other participating parties fail to respond within 30 days, the SHPO and other participating parties will be deemed to concur with the STATE'S determination.

1. Recordation, Digital Photograph Package

Prior to project implementation, the STATE shall oversee the successful delivery of a digital photography package. The digital photography package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. Exterior photographs shall include overall images and images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be saved on an archival CD and include the date photographed, address, subject matter, photographer's name, and elevation or direction of image. The STATE will distribute a copy of the photograph package to SHPO and other participating parties.

2. Intensive Level Survey

An intensive level historic site form providing a historical narrative and physical property description will be completed for the property, including information on outbuildings. For the detailed description of the physical appearance of the building and its significant architectural features, a brief description is required of any additions or alterations that have been made to the building; a list and brief description of the materials, estimated dates, and condition; a description of and a note of contributory/non-contributory status of any outbuildings on the property; and a description of any features not adequately shown in the photos. For the historical narrative, write a chronological history of the property, focusing on the original or principal owner and significant events.

3. Drawings

For architecturally significant or unique buildings, or buildings that can provide important data, the STATE shall prepare two exterior elevation drawings (primary elevation, plus one other that best captures the property) for the primary building. The STATE shall prepare a site plan, drawn to an appropriate scale, showing the primary building plus other outbuildings, fences, and structures associated with it. The STATE shall prepare a basic floor plan drawing (for each building level). The drawings may be done electronically or by hand (if done by hand, they must be scanned and submitted electronically).

4. Oral History Documentation

Prior to project implementation, the STATE shall work with the SHPO and other consulting parties to identify oral history documentation needs and agree upon a topic and list of interview candidates. Once the parameters of the oral history project have been agreed upon, the STATE shall continue to coordinate the project through data collection, drafting of the document (recordings may be allowed), and delivery of a final product.

5. Public Interpretation

Prior to project implementation, the STATE and other consulting parties shall work with the SHPO to design an educational or other public interpretive plan. The plan may include signs, displays, educational pamphlets, websites, workshops and other similar mechanisms to educate and raise awareness with the public on historic properties within the local community or region. Once an interpretive plan has been agreed to by the parties, consultation shall continue throughout implementation of the plan until the STATE has completed all agreed-upon actions.

6. Maps (Current and Historical)

The STATE shall work with the SHPO and other participating parties to identify historic maps and/or aerial photographs for scanning and geo-referencing. Once a list of maps and/or aerial photographs has been agreed upon, the STATE shall continue the project by scanning and geo-referencing them and shall submit drafts of electronic files to the SHPO and other parties for review. The STATE shall submit final electronic files that include scanned documents (if not created electronically) and the metadata relating to the creation of the maps.

7. National Register Nomination and Historic Context/Multiple Property Submission

The STATE shall work with the SHPO and other participating parties to identify individual properties that would benefit from a completed National Register Nomination, either close in proximity to the project or historically-related to the properties being affected, to be listed on the National Register; or, the STATE shall identify historic themes associated with the property to develop into a formal context statement or Multiple Property nomination (the organization and nomination of a group of related significant properties based on themes, trends, and/or patterns of history shared by the properties). Once the parties have agreed to a property, the STATE shall

continue to work the SHPO through the drafting of the nomination form. The SHPO shall provide guidance during the preparation of the form and shall submit the nomination to the Keeper for inclusion in the National Register. The STATE shall use staff or contractors that meet the Secretary's Professional Qualifications.

8. Historic Preservation Workshops

The STATE shall, in consultation with the SHPO and other consulting parties, offer or sponsor a public workshop to raise awareness and understanding of historic preservation standards and practices. Ideally, the workshop will be related to the project activity resulting in the adverse effect. For example, the decision to replace historic windows with incompatible windows may result in offering a window restoration workshop.