

**PROGRAMMATIC AGREEMENT**

**AMONG**

**DAVIS COUNTY**

**THE UTAH STATE HISTORIC PRESERVATION OFFICE**

**AND THE**

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**REGARDING THE ADMINISTRATION OF**

**DAVIS COUNTY'S HOUSING AND URBAN DEVELOPMENT COMMUNITY  
DEVELOPMENT BLOCK GRANT AND OTHER HUD FUNDED UNDERTAKINGS**

**WHEREAS**, DAVIS COUNTY (COUNTY) proposes to administer programs and projects funded by the Community Development Block Grant (CDBG) and other undertakings with funds allocated by the Department of Housing and Urban Development (HUD); all assisted activities falling under HUD 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 Local Participating Jurisdictions receiving funds from HUD programs, specifically: CDBG, Housing Opportunities Made Equal (HOME) Investment Partnership Act, Rental Rehabilitation, Emergency Shelter Grant, Supportive Housing, Shelter Plus Care, Safe Havens, Lead-Based Paint Abatement, Public Housing, Indian Housing, Section 8, Special Projects, FHA Multi-Family Housing, Self-Help Homeownership Opportunity Program; and

**WHEREAS**, the COUNTY has determined that the implementation of HUD 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 U.S.C. 30061018; and

**WHEREAS**, the COUNTY, the Utah State Historic Preservation Office (SHPO), and the Advisory Council on Historic Preservation (COUNCIL) have determined that the COUNTY can more effectively fulfill its Section 106 review responsibilities for HUD activities with a programmatic approach to identify program activities which can be excluded from the Section 106 review because they have limited potential to adversely affect historic properties; and

**WHEREAS**, the COUNTY intends to comply with the principles identified in the COUNCIL's Affordable Housing Policy Statement (November 9, 2006) and other policy statements set forth in this Programmatic Agreement, and

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

**WHEREAS**, the COUNTY will assume responsibility for complying with Section 106 when providing grants to SUB-RECIPIENTS, including non-profit organizations and Community Housing Development Organizations; and

**WHEREAS**, the COUNTY has invited potentially interested parties, Tribes, and the general public to comment and consult in the drafting of the Programmatic Agreement (PA). Weber County Heritage Foundation has consulted in the drafting of the PA.

**NOW, THEREFORE**, the COUNTY, SHPO, and the COUNCIL agree that the HUD programs shall be administered in accordance with the following stipulations to satisfy the COUNTY's Section 106 responsibilities for all individual undertakings of the program, and hereby enter into this agreement.

## **STIPULATIONS**

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

### **I. ADMINISTRATION OF THE PA**

- A. The COUNTY shall be responsible for providing oversight of the PA and, when necessary, 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 PA.
- B. The COUNTY 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 COUNTY determines that any HUD activities will involve properties less than fifty (50) years old or HUD activities are limited solely to those included in Appendix I, no further review is required, including evaluation of the property for National Register eligibility; unless a property is less than 50 years and has been previously determined eligible—the COUNTY will treat it as an eligible property.
- B. If a property has been determined to be ineligible for inclusion in the National Register, then no review is necessary under this PA. However, if the determination of ineligibility was based on age and the property was built 50 or more years before the COUNTY applies for funding, then the COUNTY shall evaluate the property pursuant to Stipulation III.

### III. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES

- A. Identification of Historic Properties (Buildings and Structures): The COUNTY shall consult with the SHPO to identify historic properties within the HUD activities' area of potential effect (APE) as set forth in 36 CFR Section 800.4(a). At a minimum, the COUNTY shall review the current listing of the National Register, the Utah SHPO Historic Buildings Database, and COUNTY records. When the COUNTY determines in consultation with the SHPO that additional information is required to adequately assess the presence of historic properties, the COUNTY shall further consult with the SHPO and collect additional information that is responsive to the nature of the undertaking. The COUNTY shall make efforts to survey and evaluate properties within HUD target areas and to update district evaluations that are over 20 years old when those districts are located in or overlap with those target areas
- B. Identification of Historic Properties (Archaeological): The COUNTY 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, septic tanks, etc.) shall be assessed for the potential to contain archaeological historic properties. Assessment could include, but is not limited to, a historic document background research, Class I archaeological literature review, Sanborn Maps overlay, and/or Class III Intensive archaeological survey of the subject parcel. Any on-site ground disturbing activities in areas with a high potential for archaeology, such as commercial areas, downtown cores and central business districts, and historic industrial areas, 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. The COUNTY shall notify the SHPO immediately if unidentified historic properties are discovered during the implementation of any project activities as per Stipulation VIII (Discovery Clause) of this agreement.
- C. Evaluation of National Register Eligibility:
1. Eligible: If the COUNTY 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.
  2. Ineligible: If the COUNTY makes a determination of INELIGIBLE for the National Register, the COUNTY shall notify the SHPO and include adequate documentation. The SHPO shall notify the COUNTY whether it concurs or objects to the COUNTY'S determination of ineligibility within 30 days following receipt of adequate documentation. If the SHPO fails to respond within 30 days, the SHPO will be deemed to concur with the COUNTY'S determination.

3. If the COUNTY and SHPO disagree with a finding regarding the eligibility of a property, the COUNTY 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. The COUNTY 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 COUNTY within 30 days following receipt of adequate documentation.

#### **IV. TREATMENT OF HISTORIC PROPERTIES**

- A. Properties listed on the National Register, previously determined 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 COUNTY shall ensure that written descriptions, plans, and/or 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 Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Standards).
  1. In cases where the COUNTY makes a determination of No Historic Properties Affected, it shall notify the SHPO of its determination. Unless the SHPO objects within twenty-one (21) days, the COUNTY may proceed with project implementation.
  2. In cases where the COUNTY determines that an undertaking will have No Adverse Effect on Historic Properties, the COUNTY shall forward documentation to the SHPO for comment. The SHPO shall notify the COUNTY within twenty-one (21) days whether it concurs or objects to the determination. When the SHPO concurs with the COUNTY's finding of No Adverse Effect, the undertaking may proceed.
  3. If the SHPO objects to a finding of No Adverse Effect pursuant to IV.B.2, or if the COUNTY determines that the undertaking will have an Adverse Effect, the COUNTY shall consult with the SHPO to determine the appropriate minimization or mitigation measures.
  4. Should the SHPO and the COUNTY disagree regarding the finding of effect, the SHPO and the COUNTY shall continue to consult to resolve the disagreement. If an agreement cannot be reached, the COUNTY shall consult with the COUNCIL in accordance with Stipulation XIII.
- C. Relocation of Historic Properties: The COUNTY shall consult with the SHPO prior to the approval of plans for the relocation of historic properties proposed as part of a HUD project.

- D. Demolition: The COUNTY shall not proceed with the demolition of historic properties until the procedures set forth in Stipulation IV.D are completed.
1. The COUNTY shall forward documentation outlined in Stipulation V.A.1 to the SHPO for each historic property proposed for demolition.
  2. If the COUNTY determines that the proposed demolition is the most feasible alternative, the COUNTY shall consult with the SHPO to agree to Standard Mitigation Treatment Measures in accordance with Stipulation V.
  3. If the COUNTY, in consultation with the SHPO, determines that the Standard Mitigation Treatment Measures do not apply, the COUNTY shall notify the COUNCIL and initiate the consultation process set forth in 36 CFR section 800.6(b) to resolve the effect.
- E. New Construction: The COUNTY shall ensure that the design of new construction, in-fill construction, or additions to historic buildings is compatible with the historic character of the historic district containing the new construction project or adjacent historic buildings within the APE 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. The COUNTY shall provide preliminary design plans to be reviewed by the SHPO; final plans and specifications will be submitted to the SHPO prior to the initiation of construction activities. The COUNTY shall follow discovery clauses for archaeology as described in Stipulation VIII of this agreement.

## **V. RESOLUTION OF ADVERSE EFFECTS**

- A. If the COUNTY, in consultation with the SHPO, determines that a project meets the Criteria of Adverse Effect, the COUNTY shall consult with the SHPO to determine how historic properties should be treated in accordance with 36 CFR section 800.6 or Appendix II of this agreement.
1. If the COUNTY, in consultation with the SHPO, determines that proposed work that results in a loss or destruction of elements or characteristics of a property that make the property Eligible is an acceptable loss, or no prudent and feasible alternatives exist to avoiding an adverse effect, the COUNTY 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 the adverse effect.
  2. No further review of the undertaking is required by the COUNCIL if Standard Mitigation Treatment Measures are agreed upon by the COUNTY, the SHPO, and other consulting parties to resolve the adverse effect.

3. If Standard Mitigation Treatment Measures cannot be agreed upon, the COUNTY shall initiate the consultation process set forth in 36 CFR Section 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 HUD activities, the COUNTY 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 COUNTY 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 COUNTY shall ensure that any mitigation measures recommended by the SHPO are implemented, if feasible.

## **VII. REVIEW OF MODIFICATIONS TO APPROVED ACTIVITIES**

- A. The COUNTY 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 COUNTY, in consultation with the SHPO, determines that modifications to a previously reviewed project will not adversely affect historic properties, the COUNTY may proceed with the undertaking. The COUNTY shall allow the SHPO five (5) business days to respond to the COUNTY's determination of no effect or no adverse effect.
  2. If the COUNTY, in consultation with the SHPO, determines that modifications to a project or the inclusion of additional properties will adversely affect historic properties, the COUNTY shall follow the steps outlined in Stipulation V.

## **VIII. DISCOVERY**

- A. The COUNTY shall notify the SHPO immediately if unidentified historic properties are discovered during the implementation of project activities previously approved under the terms of this PA, or if unexpected affects to known historic properties occur.
  1. The COUNTY 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 COUNTY to evaluate the properties in accordance with Stipulation III.

2. If the COUNTY, in consultation with the SHPO, determines that the properties are eligible for listing on the National Register and that the historic properties cannot be avoided during implementation of project activities, the COUNTY shall consult with the SHPO to develop an appropriate treatment plan. The plan will be developed within ten (10) business days after sites are determined eligible unless otherwise agreed.
3. The COUNTY shall implement the plan upon approval by the SHPO.

## **IX. PUBLIC INVOLVEMENT**

- A. The COUNTY, in consultation with the SHPO, shall determine the public interest in HUD 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 HUD programs and in complying with 24 CFR Part 58. The COUNTY shall notify the SHPO of the public interest in any project activities covered under the terms of this PA.
- B. The COUNTY or the SHPO may invite interested persons to participate as consulting parties in the consultation process for adverse effects.
- C. At any time during the implementation of the measures stipulated in this PA, should the public raise an objection pertaining to the treatment of historic properties, the COUNTY shall notify the SHPO and take the objection into account. When requested by the objector, the COUNTY shall consult with the SHPO or COUNCIL to resolve the objection. The COUNTY is not required to cease work while objections are being reviewed.

## **X. TRIBAL CONSULTATION**

The COUNTY 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. Comments: The SHPO shall provide comments within thirty (30) days for reviews required under the terms of this PA 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 COUNTY can assume that the SHPO concurs.
- B. Bi-Annual Meeting: The COUNTY, along with the SHPO and other invited parties, shall conduct a bi-annual meeting during the first quarter of even numbered years (January, February, March) and training, upon request, for COUNTY 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. Documentation: The COUNTY shall document program activities which involve eligible historic properties and were subject to the terms of this PA in project or environmental files or databases. Documentation may include: 1) description or explanation of applicable exemption(s) as identified in Appendix I; 2) comments from staff, 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 descriptions; and, 6) the date the project was completed. This information shall be available for review by the SHPO or the COUNCIL following reasonable notice. Properties determined to be ineligible will be documented with items 1) and 2) above.
- D. Annual Report: The COUNTY shall prepare an annual report (or spreadsheet) based on the COUNTY's fiscal year and distribute it to the SHPO and other invited parties at the bi-annual meeting described in Stipulation XI.B. 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.
- E. The COUNTY shall conduct periodic monitoring visits of project sites to ensure compliance with actions, plans, documents, and agreements approved by the SHPO or the COUNCIL pursuant to this PA.

## **XII. COORDINATION WITH OTHER HUD AND FEDERAL PROGRAMS**

The COUNTY may coordinate with HUD and other Federal agencies in the review of activities covered by the terms of this PA when HUD or the Federal agencies have or may allocate funds to be used in HUD Program activities. HUD or Federal agency officials shall notify the SHPO early during project planning if their intent is to coordinate with the COUNTY to comply with the terms of this PA for an undertaking.

## **XIII. DISPUTE RESOLUTION**

- A. If SHPO, or any consulting party, raises an objection at any time to any actions proposed or the manner in which the terms of this PA are implemented, the COUNTY shall consult with such party to resolve the objection. If the COUNTY determines that the objection cannot be resolved, the COUNTY will:
  - 1. Forward all documentation relevant to the dispute, including the COUNTY's proposed resolution, to the COUNCIL. The COUNCIL shall provide the COUNTY with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the COUNTY shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the COUNCIL, signatories and concurring parties, and provide them with a copy of this written response. The COUNTY will then proceed according to its final decision.

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

#### **XIV. MONITORING**

The SHPO and the COUNCIL may monitor any activities carried out pursuant to this PA and the COUNCIL will review any activities if requested by the SHPO. The COUNTY 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**

Execution of this PA shall take effect on the date of the last signature below

#### **XVI. AMENDMENTS**

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

#### **XVII. TERMINATION**

Any signatory to this PA 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.

#### **XVIII. DURATION**

This PA will be valid for twenty (20) years from the date of execution.

#### **XIX. FAILURE TO COMPLY WITH AGREEMENT**

In the event that the COUNTY does not carry out the terms of this PA, the COUNTY will comply with 36 CFR 800.4 through 800.6 with regard to each individual HUD undertaking.

EXECUTION AND IMPLEMENTATION of this PA evidences that the COUNTY has satisfied its Section 106 responsibilities for all individual undertakings of the COUNTY administered HUD activities.

**CONSULTING PARTIES**

**DAVIS COUNTY**

\_\_\_\_\_  
COMMISSIONER, RANDY B. ELLIOTT

\_\_\_\_\_  
DATE

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**

\_\_\_\_\_  
FEDERAL AGENCY PROGRAMS MANAGER

\_\_\_\_\_  
DATE

**UTAH STATE HISTORIC PRESERVATION OFFICE**

\_\_\_\_\_  
DIRECTOR OF STATE HISTORY/UTAH STATE HISTORIC PRESERVATION OFFICER, DATE

## APPENDIX I

### **Project Activity Exemptions**

- A. The COUNTY, in consultation with the SHPO and the COUNCIL, has determined the following activities are routinely found to have "limited effect" on historic properties and the SHPO and COUNCIL concur that these activities will not require project review by either the SHPO or THE COUNCIL 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 COUNTY 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**

If an undertaking will result in an adverse effect, the COUNTY, the 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 Section 800.6, will be executed to resolve the adverse effect.

The COUNTY shall identify Standard Mitigation Treatment Measures that are applicable to a specific undertaking, and prepare a draft Standard Mitigation Treatment Plan. The COUNTY shall forward the Plan to the SHPO and other participating parties, who shall notify the COUNTY whether they concur or object to the COUNTY'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 COUNTY'S determination.

#### **A. Recordation, Digital Photograph Package**

Prior to project implementation, the COUNTY shall produce a digital photography package. The package shall include a comprehensive collection of photographs of interior and exterior views showing representative spaces, details of significant architectural features, and typical building materials. Exterior photographs shall include overall views of the property and images of each building 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 COUNTY will distribute a copy of the photograph package to SHPO and other participating parties.

#### **B. Intensive Level Survey**

The COUNTY shall prepare an intensive level historic site form that includes a historical narrative, a physical property description, and information on outbuildings. A minimum requirement is two photographs of all buildings on the property, one from a front corner (showing primarily the main facade) and one from the opposite rear corner. The description shall include details about the building's physical appearance and its significant architectural features; a brief description of any additions or alterations; a list and brief description of the materials, estimated dates, and condition; a description of and a note of contributory/non-contributory status of outbuildings; and a description of any features not adequately shown in the photos. The historical narrative shall include a chronological history of the property, focusing on the original or principal owner and significant events. The COUNTY shall submit electronic copies of the intensive level survey site form and accompanying photos to the SHPO.

### **C. Drawings**

For architecturally significant or unique buildings, or buildings that can provide important data, the COUNTY shall prepare two exterior elevation drawings (primary elevation, plus one other that best captures the property) for the primary building. The COUNTY shall prepare a site plan, drawn to an appropriate scale, showing the primary building plus other outbuildings, fences, and structures associated with it. The COUNTY shall prepare a basic floor plan drawing for each building level. The COUNTY shall submit electronic copies of the drawings to the SHPO.

### **D. Oral History Documentation**

Prior to project implementation, the COUNTY 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 COUNTY shall continue to coordinate the project through data collection, completion of interviews (which may include recordings and/or transcripts), and delivery of a final product in electronic form to the SHPO.

### **E. Public Interpretation**

Prior to project implementation, the COUNTY 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 COUNTY has completed all agreed-upon actions.

### **F. Maps (Current and Historical)**

The COUNTY 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 COUNTY 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 COUNTY shall submit final electronic files that include scanned documents (if not created electronically) and the metadata relating to the creation of the maps.

### **G. National Register Nomination and Historic Context/Multiple Property Submission**

The COUNTY shall work with the SHPO and other participating parties to identify individual properties that would benefit from a completed National Register Nomination, either near the project or historically-related to the properties being affected, to be listed on the National Register; or, the COUNTY shall identify historic themes associated with the property to develop into a formal context statement or Multiple Property Submission (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 or theme, the COUNTY shall continue to work with the SHPO through the drafting of the National Register Nomination form or the Multiple Property Submission 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 COUNTY shall use staff or contractors that meet the Secretary's Professional Qualifications.

#### **H. Historic Preservation Workshops**

The COUNTY shall, in consultation with the SHPO and other consulting parties, offer or sponsor a public workshop, lecture, or other educational opportunity 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 or a lecture on appropriate window replacement. The COUNTY may engage partners to assist with sponsoring and publicizing the workshop, lecture, or educational opportunity.

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