

**PROGRAMMATIC AGREEMENT
AMONG THE LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT,
KENTUCKY HERITAGE COUNCIL, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE BEECHER TERRACE REDEVELOPMENT PROJECT,
LOUISVILLE, KENTUCKY**

WHEREAS, WHEREAS, the U.S. Department of Housing and Urban Development (HUD) is providing funding through a \$29.5 Million Choice Neighborhoods Initiative (CNI) implementation grant to the Louisville Metro Housing Authority (LMHA) as the lead grantee and the Louisville-Jefferson County Metro Government (LJCMG) as the co-grantee for the CNI implementation grant; and the redevelopment of the Beecher Terrace public housing site (“Undertaking”) is a core component of the CNI plan and the subject of this Programmatic Agreement (“Agreement”), and consists of the demolition of 59 existing buildings at Beecher Terrace and new construction of 640 units of mixed-income and multi-generational housing on the Beecher Terrace site supported by new and improved amenities and public infrastructure (Attachment 1); and

WHEREAS, LJCMG has committed \$15 million in Community Block Grant Funds (CDBG funds) to the Undertaking; and

WHEREAS, Section 106 of the National Historic Preservation Act (NHPA), as amended, 54 U.S.C. § 306108, and its implementing regulations at 36 CFR Part 800 (Section 106), require Federal Agencies to take into account the effects of their undertakings on historic properties and provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on those undertakings; and

WHEREAS, HUD regulations at 24 CFR Part 58 implement statutory authorities that permit certain entities to assume HUD’s environmental responsibilities for various HUD programs, and included among the statutory authorities under which this responsibility is assumed is compliance with Section 106 of the NHPA; and

WHEREAS, the LJCMG is identified as the responsible entity and has assumed the full responsibility for all of HUD’s environmental requirements for the Undertaking pursuant to 24 CFR Part 58, while further committing to ensure compliance in partnership with and assistance from LMHA; and

WHEREAS, LMHA will contribute federal funds towards the CNI initiative (including Capital funds, Section 8 Reserves and Section 5(h) Reserves), and LJCMG and LMHA have agreed that LMHA will assume responsibilities to perform various actions described in this PA, and that LMHA has participated in this consultation and signed this PA as an Invited Signatory to jointly carry out the responsibilities of the PA in partnership with LJCMG; and

WHEREAS, LJCMG, in consultation with the Kentucky State Historic Preservation Office/Kentucky Heritage Council (Kentucky SHPO), have defined the Undertaking's Area of Potential Effects (APE) as illustrated in Attachment 2; and

WHEREAS, within the APE, LJCMG has identified the NRHP-eligible Beecher Terrace Historic District including the Beecher Terrace Housing Complex (JFL-01), the Baxter Community Center (JFWR-3796), Baxter Square Park (JFL-485), and archaeological sites 15Jf923 and 15Jf924, the NRHP-listed Church of Our Merciful Savior (JFWR-1752), the NRHP-listed St. Peters German Evangelical Church (JFWR-1749), and the NRHP-listed Fire Department Headquarters (JFWR-1748) as historic properties within the APE, and Kentucky SHPO has concurred with this finding; and

WHEREAS, LJCMG has determined that Stage I of the undertaking will have direct adverse effects to the Beecher Terrace Historic District and archaeological site 15Jf923; and

WHEREAS, the first stage (Stage I) of the Undertaking includes all demolition and construction associated with the project as of April 1, 2018, and will be in the area bounded by Jefferson Street to the north, 9th Street to the east, Muhammad Ali Boulevard to the south, and 13th Street to the west; and

WHEREAS, demolition associated with Stage I includes all three phases of planned demolition of existing buildings 1 through 59 (Attachment 3), and one phase of new construction associated with the building of the Lifelong Wellness Center, a proposed four-story, L-shaped building accommodating 120 senior-resident apartments and management offices (Attachment 4); and

WHEREAS, Stage I of the Undertaking will also include the reconfiguration of the block grid of the Beecher Terrace neighborhood with the exception of the section of Liberty Court located between the Baxter Community Center (JFWR-3796) and Baxter Square Park (JFL-485) (Attachment 5); and

WHEREAS, the resolution of effects associated with Stage I of the Undertaking will be accomplished utilizing mitigation measures negotiated amongst all Consulting Parties and agreed to by LJCMG and Kentucky SHPO in a formal Letter of Resolution signed by all Signatories and Invited Signatories; and

WHEREAS, future phases of construction associated with the Undertaking and the effects of this future construction on historic properties have yet to be determined, therefore, LJCMG, in consultation with Kentucky SHPO, has agreed to fulfill its Section 106 compliance responsibilities for the Undertaking through the development and implementation of this Programmatic Agreement (PA or Agreement) as authorized under 36 CFR § 800.14(b)(3); and

WHEREAS, the Undertaking is a dynamic development project that will change frequently, requiring LJCMG to repackage future phases of construction as Stages for the purposes of

Consultation, including assessment of effects on historic properties and a resolution of those effects, if any, for each Stage defined by LCMG; and

WHEREAS, this agreement is not intended to disrupt, alter, or change in any way routine maintenance at Baxter Square Park, which is maintained by the Parks Department, a division of LCMG, despite the presence of historic properties (Site 15Jf924 and the above ground landscape of Baxter Square Park itself) located within the park as these activities are ongoing and separate from this undertaking; and

WHEREAS, ACHP was notified of this undertaking and has elected to participate in this consultation process pursuant to 36 CFR § 800.6(a)(1)(iii) and to be a signatory to this PA; and

WHEREAS, LCMG, in consultation with Kentucky SHPO and consistent with 36 CFR § 800.2(c)(2)(ii), have invited: the Delaware Nation, Oklahoma; the Delaware Tribe of Indians; the Eastern Band of Cherokee Indians; the Cherokee Nation; the United Keetowah Band of Cherokee Indians in Oklahoma; the Miami Tribe of Oklahoma; and the Peoria Tribe of Indians of Oklahoma to participate in the development of this PA as Concurring Parties; and

WHEREAS, the Cherokee Nation and the Miami Tribe of Oklahoma have agreed to be Concurring Parties; and

WHEREAS, the Delaware Nation has requested to be an Invited Signatory and that LCMG agrees given their interest in the potential religious and cultural significance of archaeological sites that may be discovered in the area of potential effect; and

WHEREAS, LCMG, in consultation with Kentucky SHPO and consistent with 36 CFR § 800.2(c)(5) have invited the Kentucky Organization of Professional Archaeologists, the Kentucky Office of State Archaeology, the Kentucky Historical Society, Louisville Council District 4, Louisville Council District 5, Urban Strategies, the Louisville Western Library African American Archives, the Louisville Story Program, the Black Media Collaborative, the University of Louisville, the Kentucky Commission on Human Rights, the Louisville Urban League, the Center for Neighborhoods, St. Peters United Church of Christ, ten members of the public, the Commonwealth Preservation Trades Program, the Kentucky Center for African American Heritage, Neighborhood Planning and Preservation, Inc., the Concerned Pastors of Russell, the Louisville Central Community Center, The Beech, the Olmsted Parks Conservancy, Vital Sites, the Louisville Historical League, Preservation Kentucky, the Wayside Christian Mission, and the Westside Institute of Technology to participate in the development of this PA as Concurring Parties; and

WHEREAS, the Kentucky Organization of Professional Archaeologists, the Kentucky Office of State Archaeology, Louisville Council District 4, Louisville Council District 5, Urban Strategies, the Louisville Western Library African American Archives, the Louisville Story Program, the Black Media Collaborative, the University of Louisville, St. Peters United Church of Christ, six members of the public, (Darnell Farris, Haven Harrington, Lavel White, Katheryn Higgins, Ricky Smith, and Jane Grady), the Commonwealth Preservation Trades Program, Neighborhood Planning and

Preservation, Inc., the Concerned Pastors of Russell, the Louisville Central Community Center, The Beech, the Olmsted Parks Conservancy, the Wayside Christian Mission, and the Westside Institute of Technology have agreed to be Consulting Parties and have been invited to participate as Concurring Parties; and

WHEREAS, LJCMG has actively engaged the public in the planning and consultation processes for the Undertaking through a series of meetings and community engagement events from July 21, 2015 to the present as documented on the project website (<http://visionrussell.org/historic-preservation/section106/>);

NOW, THEREFORE, LJCMG, Kentucky SHPO, and ACHP (Signatories) agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

LJCMG, in consultation with LMHA, shall ensure the following stipulations are implemented:

I. GENERAL

A. Qualified Personnel

All identification and evaluation of historic properties for NRHP eligibility that occurs as part of the Undertaking will be conducted by personnel meeting the Secretary of the Interior's Professional Qualification Standards (36 CFR Part 61) in the appropriate discipline(s).

B. Communication Protocols

1. Points of Contact

Each Signatory, Invited Signatory, and Consulting Party shall designate a single point-of-contact (POC) for purposes of sending and receiving communications relating to this PA and shall be responsible for providing LJCMG with the POC's name and contact information, including an email address. LJCMG shall maintain a list of POCs and their contact information and shall provide the Signatories and Consulting Parties with the list as part of the annual reporting under Stipulation IX and upon request. All POCs will be listed on the Vision Russell website (<http://visionrussell.org/historic-preservation/section106/>).

2. Formal Correspondence

All LJCMG Section 106 findings and determinations, and all Signatory, Invited Signatory, and Consulting Party comments shall be documented in writing and posted on the Vision Russell website (<http://visionrussell.org/historic-preservation/section106/>). This website will be used as the clearinghouse for all formal project communication. Once the LJCMG POC posts to the website, the LJCMG POC will send an email to each Consulting Party POC with a link to the source document on the website. The transmittal email will be free of attachments. The comment period for each document will be specified by the LJCMG POC in the transmittal email. All project review timelines will begin when LJCMG sends the email with the link to the website.

Kentucky SHPO requires hard copies of reports and correspondence. Hard copies will be provided following email transmission for correspondence with KY SHPO and for other signatories specifically requesting hard copy.

Architectural drawings and other large submittals will be provided via link to the website only, unless otherwise requested by Kentucky SHPO or a Consulting Party.

3. Review Periods

Unless otherwise specified in this Agreement, Signatories, Invited Signatories, and Consulting Parties shall have 30 calendar days from the time an email, as defined in Stipulation I.B.2, is sent to respond, unless it can be demonstrated that the email was not received within 1 hour of the time at which it was documented as being sent, or unless the recipient has not received or does not have access to the supporting information required to enable review. Should a party fail to respond within 30 calendar days, no objection will be assumed. If a party has no comments, they are encouraged to reply formally with "no comment" on the Vision Russell website to expedite the review process. The review periods may be changed without an amendment to the PA provided all Signatories concur via email. Signatories, Invited Signatories, and Consulting Parties shall be notified when review periods are changed.

C. Requests for Consulting Party Status

At any point during the administration of this PA, any party may request to be recognized as a Consulting Party per 36 CFR § 800.2 for this Undertaking. Requests must be submitted in writing to the LJCMG POC. LJCMG shall have 15 calendar days from receipt of a written request to consult with Kentucky SHPO and to determine whether the request will be granted. The requestor, the Signatories, the Invited Signatories, and the Consulting Parties shall be notified of LJCMG's decision via email. Should LJCMG determine that the party will be so recognized, the party will upon notification of the decision and for the duration of this PA be a Consulting Party to the Agreement. All Signatories and Invited Signatories to the PA should be informed of additional consulting parties approved by LJCMG.

D. Future Use of This PA by Other Federal Agencies

In the event that another federal agency not initially a party to or subject to this Programmatic Agreement (PA) receives an application for funding/license/permit for the Undertaking as described in this PA, that agency may fulfill its Section 106 responsibilities by stating in writing that it concurs with the terms of this PA and notifying the LJCMG, Kentucky SHPO, and the ACHP that it intends to do so. Such agreement shall be evidenced by execution of an addendum to the PA, filing it

with LCMG, Kentucky SHPO, and ACHP, and implementation of the terms of this PA.

II. STAGE I OF THE PROJECT

A. Definition

LCMG has deliberately separated Stage I of the project from the later Stages. Stage I of the Undertaking includes all demolition and construction associated with the project as of April 1, 2018. All work associated with Stage I will be in the area bounded by Jefferson Street to the north, 9th Street to the east, Muhammad Ali Boulevard to the south, and 13th Street to the west, and will include the demolition of existing buildings 1 through 59 (Attachment 3), the reestablishment of the original block configuration with the exception of Liberty Court between the Baxter Community Center and Baxter Square Park, and construction of one new four-story, L-shaped building accommodating 120 senior-resident apartments and management offices, with associated amenities (Attachment 4); Later Stages of the project will be defined and bounded specifically and will correspond with future construction phases for the project.

B. Effects to Historic Properties

Based upon the project plans (Attachments 3 and 4), the Signatories to this PA acknowledge that Stage I of the Undertaking will adversely affect historic properties within the APE. Direct adverse effects to the National Register of Historic Places (NRHP)-eligible Beecher Terrace Historic District including the Beecher Terrace Housing Project (JFL-01) and archaeological site 15Jf923 will result from: demolition of buildings 1-59; reconfiguration of the site plan; and new construction within the district boundaries.

C. Resolution of Adverse Effects

1. Consultation

LCMG shall continue the process of consulting with all Signatories, Invited Signatories, and Consulting Parties to resolve adverse effects to historic properties associated with Stage I. To this end, LCMG has hosted six separate meetings with Consulting Parties to date (December 11, 2017, January 30, 2018, two separate meetings on March 28, 2018, April 10, 2018, and April 12, 2018). These meetings introduced the concept of the Consulting Party and the project in general, reviewed the project effects, provided the opportunity for all Consulting Parties to discuss project

effects, and introduced possible mitigation strategies to resolve the adverse effects associated with Stage I.

LJCMG shall incorporate the feedback received as part of consultation into its efforts to minimize effects to historic properties. LJCMG reviewed the Concept Design and Final Design of Stage I with the Consulting Parties in an effort to identify strategies to avoid or minimize effects to historic properties. Specifically, LHCMG worked with Kentucky SHPO to identify finishes, color palettes, and other strategies that could be used to avoid effects to historic properties that are adjacent to Stage I construction. Through consultation, LJCMG has already and shall continue to incorporate changes to the project to avoid adverse effects to the Baxter Community Center, Baxter Square Park, and the Church of the Merciful Savior.

Consultation was not able to resolve adverse effects to the Beecher Terrace Historic District including the Beecher Terrace Housing Project (JFL-01) and archaeological site 15Jf923. LJCMG shall utilize the consultation process to identify strategies to resolve adverse effects to these historic properties through mitigation. LJCMG has and shall continue to encourage Consulting Parties to provide feedback regarding mitigation options via the project web site.

A few of the mitigation measures suggested by Consulting Parties include: oral histories, a heritage trail through the Russell neighborhood and Beecher Terrace, funding for the restoration of historic buildings in the Russell neighborhood, documentary films, the Louisville Story Program, funding of the Western Library African American Archives, archaeological data recovery, and public engagement with archaeological data recovery. LJCMG has and shall continue to consider the input from the Signatories, Invited Signatories, and Consulting Parties received in the meetings and in writing to determine the appropriate mitigation strategy to resolve adverse effects as detailed in Stipulation II C 2.

2. Letter of Resolution

a. LJCMG met with Kentucky SHPO to review the mitigation strategies proposed by all Consulting Parties to determine those strategies most appropriate for resolving adverse effects associated with Stage I of the project. LJCMG shall issue a Letter of Resolution (LOR) to document and commit parties to completing the agreed upon mitigation strategies to resolve the adverse effects associated with Stage I. The LOR shall be developed consistent with 36 CFR § 800.6(c), and it will reference this PA and the commitments made in this agreement. The LOR will be based on input from the Consulting Parties and will stem from the preferences

expressed by the Consulting Parties for specific strategies. The LOR for Stage I will include the following elements: funding for a documentary film, funding for a Louisville Story Program book, funding of the Western Library African American Archives, funding for an archaeological data recovery, and funding for public engagement associated with archaeological data recovery. For each mitigation measure proposed, the LOR shall provide the following information: the parties responsible for mitigation tasks and products; a schedule for completion; and which Signatories, Invited Signatories, and/or Consulting Parties will review the products, at what point, and whether they will have approval authority. In determining the appropriate mitigation, LJCMG and Kentucky SHPO have considered the relative importance of the affected historic property(ies) to the Russell neighborhood and the severity of the adverse effect.

b. Once the LOR is issued by LJCMG, Signatories, Invited Signatories, and Consulting Parties shall have 15 days to comment on the document. LJCMG will address all comments and circulate the LOR for final signature. The executed LOR will not require that the PA be amended for Stage I mitigation activities. Should project plans change significantly (changes to building footprint, elevation, or block configuration) after the LOR is executed, LJCMG will update all Consulting Parties at the Quarterly Meeting or through additional meetings as needed and will reinitiate consultation if appropriate.

III. FUTURE PROJECT CONSULTATION STAGES

A. Definition

1. The Beecher Terrace Redevelopment Project is a dynamic project that will occur over several years and will include a series of construction phases. Each future construction phase will be designed and financed independently as part of the overall CNI grant. Input from the Consulting Parties is most meaningful when the project is in concept design, thus LJCMG will initiate consultation at the earliest stage of the design process.

2. Depending on the sequence of design, it is possible that LJCMG will consider several construction phases as a single Stage for the purposes of Section 106 consultation. LJCMG will specifically define and bound each consultation Stage so that the specific project impacts, the historic properties effected, and the

resolution of the adverse effects should they occur, for each Stage are clear and distinct.

B. Project Meetings

1. Quarterly Meetings

To facilitate communication and ensure timely distribution of project information, LJCMG shall host regular quarterly meetings for all Signatories, Invited Signatories, and Consulting Parties. The meetings will provide updates on the status of all Stages of the project and will provide Signatories, Invited Signatories, and Consulting Parties advance notice of Concept Design timelines and deadlines. The meetings will also provide updates on Stages of the project that are in construction or that are nearing completion to review unanticipated design changes that were required during construction. The meetings are intended to foster substantive discussion regarding potential project effects and to help the design team identify avoidance and minimization strategies. The meetings will also be used to identify and rank potential mitigation strategies should they be required in upcoming Stages of the project. Additional meetings may be necessary to adhere to critical project deadlines, these will be scheduled as necessary.

2. Pre-Design Consultation

To ensure that the design team understands and anticipates potential effects, to historic properties at the earliest possible point in design and realizing that more effects may be identified through future consultation outlined in III.C, LJCMG shall invite a representative of the Kentucky SHPO to participate in design consultation meetings with the design and development team. The meetings will be scheduled through LJCMG and will be used to anticipate potential adverse effects and identify possible strategies to minimize or avoid effects entirely.

C. Concept Design / Process for Letter of Resolution

1. Consultation Process and Timeline

a. LJCMG shall initiate consultation at such time as the geographical and temporal limits of future construction phases of the Undertaking become defined, and a conceptual design is available for review. LJCMG may elect to consult on two or more phases concurrently under this Stipulation, provided all of the phases are sufficiently developed to do so. Each

consultation will be referred to as a Stage to avoid confusion with construction phasing.

b. LJCMG shall notify the Signatories, Invited Signatories, and Consulting Parties and shall make the conceptual design available for review by the parties on the Vision Russell website (www.visionrussell.com). The LJCMG POC will provide a direct link via email to where these documents are hosted on the website. LJCMG will simultaneously define the Area of Potential Effect for the Stage and issue a determination of effect on historic properties at this time.

c. If any of the APE falls outside of the APE impacted by Stage I of the project, LJCMG will convene additional consultation to consider potential archaeological impacts. There will be building foundations and other objects of antiquity associated with 15Jf923 within the 16-block area impacted by Stage I, but the impacts from Stage I and future stages will be mitigated by archaeological work outlined in the Data Recovery Plan and included in the Stage I LOR.

d. Approximately 15 calendar days after notification, LJCMG shall host a face-to-face meeting with the Signatories, Invited Signatories, and Consulting Parties to discuss the conceptual design and its effects on historic properties.

30 days after issuing notification, the period for receipt of comments on the concept design, and the determination of effects will close.

2. Face to Face Meeting on Conceptual Design

a. At the face-to-face meeting with the Signatories, Invited Signatories, and Consulting Parties, a representative of the design and development team shall present the conceptual design for the phase(s) of construction under consideration. In addition, a representative of LJCMG shall review the APE, the historic properties located in the APE, the effects to historic properties (if any), and, if adverse effects to historic properties are expected, all parties will discuss changes to the conceptual design that could avoid or minimize adverse effects.

b. LJCMG will convene the Conceptual Design meeting to solicit input from the Consulting Parties regarding strategies to avoid or minimize adverse effects if they exist. If LJCMG or the Consulting Parties identify strategies that avoid all effects to historic properties, a discussion of strategies to resolve adverse effects through mitigation will not be necessary. If LJCMG anticipates that the Stage may have adverse effects

that cannot be avoided, LJCMG will provide its rationale for why the adverse effects cannot be avoided. At this meeting LJCMG will introduce proposed mitigation strategies and will begin the process of soliciting input regarding the resolution of effects from the Consulting Parties. The meeting will review the suite of mitigation options that may be used to resolve the adverse effects and LJCMG will seek to determine the preferences of the Consulting Parties for one mitigation strategy over another.

c. Consulting Parties will have 30 days following the face-to-face meeting to provide additional mitigation options to LJCMG for their consideration in writing.

3. Resolution of Effects

a. Following the close of the 30-day comment period mentioned in Stipulation III.C.1, LJCMG will address all Consulting Party comments. At this point, LJCMG may elect to revise the conceptual design in response to input received from the parties to avoid adverse effects.

b. If LJCMG determines that adverse effects cannot be avoided, LJCMG will meet with Kentucky SHPO to review and adjudicate the Consulting Party comments and to determine the most appropriate mitigation options.

c. Following this coordination meeting, LJCMG shall issue a LOR to document and commit parties to completing the agreed upon mitigation strategies to resolve the adverse effects associated with the Stage of the project under consideration. The LOR shall be developed consistent with 36 CFR § 800.6(c), and it will reference this Programmatic Agreement and the commitments made in this agreement. The LOR will be based on input from the Consulting Parties and will stem from the preferences expressed by the consulting parties for specific strategies. For each mitigation measure proposed, the LOR shall provide the following information: the parties responsible for mitigation tasks and products; a schedule for completion; and which Signatories, Invited Signatories, and/or Consulting Parties will review the products, at what point, and whether they will have approval authority. In determining the appropriate mitigation, LJCMG and Kentucky SHPO have considered the relative importance of the affected historic property(ies) to the Russell neighborhood and the severity of the adverse effect.

d. Once the LOR is issued by LJCMG, Signatories, Invited Signatories, and Consulting Parties shall have 15 days to comment on the document.

LJCMG will address all comments and circulate the LOR for final signature. Should project plans change significantly (changes to building footprint, elevation, or design) after the LOR is executed, LJCMG will update all Consulting Parties at the Quarterly Meeting or through additional meetings as needed and will reinitiate consultation if appropriate.

The LOR will be based on feedback received from the Consulting Parties and it shall be circulated following the close of the comment period mentioned in Stipulation III.C.2. The LOR shall be developed consistent with 36 CFR § 800.6(c) and it shall include: the selected conceptual design for the phase(s) LJCMG intends to develop further, its findings with respect to the APE, historic properties within the APE, effects to historic properties, and the proposed resolution of the effects.

D. Comment Options and Periods

1. Option of No Comment

For every Stage of consultation, every Consulting Party, Invited Signatory, and Signatory will be provided the option of noting specifically that they have no comment. A no comment check box will be provided on the project web site for this purpose.

2. Requests for Additional Time

If a Signatory, Invited Signatory, or Concurring Party requests additional time to review project documents, LJCMG will grant up to 90 days of additional time for consultation in 30 day increments.

IV. UNANTICIPATED DISCOVERIES

Any unanticipated discoveries during project implementation or any unanticipated adverse effects on identified historic properties will be treated as outlined here. In the event that human remains are encountered during ground disturbing activities within the APE, LJCMG must immediately stop all work in the area in which human remains were discovered and cordon off the area. In accordance with KRS 72.020, the County Coroner and the Louisville Police Department must be contacted immediately. If the County Coroner and the Louisville Police Department determine that the human remains are not of forensic interest, the unexpected discovery must be reported to the Office of State Archaeology, Kentucky SHPO, the Delaware Nation, LMHA, and LJCMG.

V. DISPUTE RESOLUTION

Should any Signatory or Invited Signatory to this Agreement object in writing to LCMG regarding any action carried out in accordance with this Agreement, LCMG shall consult with the Signatory(ies) or Invited Signatory to resolve the objection. If LCMG determines that such objection cannot be resolved after consulting for 30 calendar days or other mutually agreeable timeframe, LCMG shall forward all documentation relevant to the dispute, including LCMG proposed resolution of the dispute, to the ACHP, copying the Signatories and Consulting Parties.

The ACHP shall provide LCMG with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, LCMG shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, Signatories, Invited Signatories, and Concurring Parties, and provide them with a copy of this written response. LCMG will then proceed according to ACHP's final decision.

If the ACHP does not provide its advice regarding the dispute within the 30 day time period, LCMG may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, LCMG shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories, Invited Signatories, and Concurring Parties to the PA, and provide them and the ACHP with a copy of such written response.

LCMG'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.

VI. AMENDMENT

This Agreement may be amended when an amendment is agreed to in writing by all Signatories and the Invited Signatory. The Signatories and the Invited Signatory shall consult regarding the issue that requires an amendment before it is drafted for execution. The amendment shall be effective on the date a copy signed by all of the Signatories and the Invited Signatory is filed with the ACHP.

VII. TERMINATION

If any Signatory or Invited Signatory to this Agreement determines that it cannot or will not fulfill its responsibilities under this Agreement, that Signatory or Invited Signatory shall immediately consult with the other Signatories and Invited Signatory in an attempt to develop an amendment per Stipulation VI of this Agreement. If within thirty calendar days, or another time period agreed to by all Signatories and the Invited Signatory in writing, an amendment cannot be reached, any Signatory or Invited Signatory may terminate this Agreement upon written notification to the other Signatories and the Invited Signatory.

If this Agreement is terminated, then prior to work continuing on the Undertaking, LCMG must either: execute a new programmatic agreement under 36 CFR § 800.14(b); or, follow the process under 36 CFR §§ 800.3 through 800.7 to individually and separately review the actions that comprise the Undertaking. LCMG shall notify the Signatories, Invited Signatory, and Consulting Parties in writing as to the course of action it will pursue.

VIII. DURATION

This Agreement shall become effective when executed by the last of the Signatories and the Invited Signatory (Effective Date). This Agreement shall remain in effect for a period of 10 years. One year prior to its expiration, the Signatories and Invited Signatory shall consult to determine whether it should be extended through an amendment per Stipulation VI.

IX. ANNUAL REPORTING

On or before January 31 of each year or until the Signatories and the Invited Signatory agree in writing that the terms of this Agreement have been fulfilled, or the Agreement is terminated or expires, LCMG shall prepare and provide an annual report to the Signatories, the Invited Signatory, and the Consulting Parties addressing the following topics: progress in carrying forth and completing Stipulations; any problems or unexpected issues encountered during the preceding year; any changes that LCMG believes should be made in implementation of this Agreement. LCMG shall make this annual report available for public review by posting it on the agency's and the Vision Russell websites.

Execution of this Agreement by LCMG, Kentucky SHPO, and the ACHP and implementation of its terms evidence that LCMG has taken into account the effects of the Undertaking on historic properties and afforded the ACHP an opportunity to comment.

[signatures follow]

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Louisville-Jefferson County Metro Government
Signatory

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

Kentucky Heritage Council
Signatory

By: _____
Craig Potts, State Historic Preservation Officer

Date: _____

Approved as to form and legality:

Counsel
Tourism, Arts & Heritage Cabinet

Legal

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Advisory Council on Historic Preservation
Signatory

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

Louisville Metro Housing Authority (Invited Signatory)

By: _____

Date: _____

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The Delaware Nation (Invited Signatory)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

The Kentucky Organization of Professional Archaeologists (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
AMONG THE LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT,
KENTUCKY HERITAGE COUNCIL, AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE BEECHER TERRACE REDEVELOPMENT PROJECT,
LOUISVILLE, KENTUCKY**

The Kentucky Office of State Archaeology (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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LOUISVILLE, KENTUCKY**

Louisville Council District 4 (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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LOUISVILLE, KENTUCKY**

Louisville Council District 5 (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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LOUISVILLE, KENTUCKY**

Urban Strategies (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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LOUISVILLE, KENTUCKY**

The Louisville Western Library African American Archives (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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LOUISVILLE, KENTUCKY**

The Louisville Story Program (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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LOUISVILLE, KENTUCKY**

The Black Media Collaborative (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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The University of Louisville (Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

Saint Peter's United Church of Christ (Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

The Commonwealth Preservation Trades Program (Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

Neighborhood Planning and Preservation, Inc. (Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

The Concerned Pastors of Russell (Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

The Louisville Central Community Center (Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

The Beech (Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

The Olmsted Parks Conservancy (Concurring Party)

By: _____

Date: _____

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The Wayside Christian Mission (Concurring Party)

By: _____

Date: _____

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The Westside Institute of Technology (Concurring Party)

By: _____

Date: _____

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The Miami Tribe of Oklahoma (Concurring Party)

By: _____

Date: _____

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The Cherokee Nation (Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

Darnell Farris (Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

Haven Harrington (Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

Lavel White (Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

Katheryn Higgins (Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

Ricky Smith
(Concurring Party)

By: _____

Date: _____

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LOUISVILLE, KENTUCKY**

Jane Grady (Concurring Party)

By: _____

Date: _____