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 a Programmatic Agreement (PA), 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, 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 the PA and in this Letter of Resolution (LOR), and that LMHA participated in consultation and signed the PA as an Invited Signatory to jointly carry out the responsibilities of the PA in partnership with LJCMG and LMHA will participate in this LOR as a Signatory; 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) for the entire Beecher Terrace Redevelopment project as illustrated in Attachment 2; and

**WHEREAS,** LJCMG, the Kentucky State Historic Preservation Office/Kentucky Heritage Council (Kentucky SHPO), the ACHP executed a Programmatic Agreement (PA) on June 15, 2018 for the Redevelopment of the Beecher Terrace Project, Louisville, KY; and

**WHEREAS,** the consultation process completed by LJCMG in the development of the PA was utilized to identify Signatories and Consulting Parties, all of whom are listed in the PA, and created a process for

resolving adverse effects associated with the multi-stage project through the development of a series of standalone Letters of Resolution Associated with each subsequent Stage of the project; 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, 9<sup>th</sup> Street to the east, Muhammad Ali Boulevard to the south, and 13<sup>th</sup> 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 this formal Letter of Resolution signed by all Signatories and Invited Signatories; and

WHEREAS, LJCMG has consulted with the Louisville Story Program (LSP), BluBoi Entertainment (BluBoi), and the Louisville Western Library African American Archives (Western Archives) regarding the effects of Stage I of the Undertaking on historic properties and has invited them to sign this Letter of Resolution (LOR); and

WHEREAS, the Delaware Nation requested to be an Invited Signatory to the PA and LJCMG granted that request 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, 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, the ACHP, LSP, BluBoi, and Western Archives (Signatories) agree that Stage I of the Undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties.

### **STIPULATIONS**

LJCMG shall ensure the following stipulations are implemented to take into account the effects of Stage I of the Undertaking on Historic Properties.

### I. THE BEECHER TERRACE HOUSING PROJECT

- a. Documentary Film: "The Beecher Terrace Story"
  - i. Definition of the Project

BlueBoi Entertainment will create a documentary film entitled "The Beecher Terrace Story." This documentary film will detail the history of families, the stories of the residents, the stakeholders, the providers and the lovers of the community. The end result of this project will be a 30-minute television special suitable for airing on public television, WKET. In addition, three two to five-minute clips will be prepared that will be suitable for posting to the Vision Russell website and other social media.

The films will be produced in three phases: pre-production, production, and post-production. CPs will be provided opportunities to offer input during the pre-production and production phases of the work.

### ii. Qualified Personnel

The film will be created and produced by Lavel D. White of BluBoi Entertainment (BluBoi), a professional filmmaker with experience in directing and producing documentary films. Mr. White has specific knowledge of Louisville and the Beecher Terrace community.

### iii. Schedule

The 30-minute film will be completed within 18 months of the execution of the contract between BluBoi and LMHA. At approximately 50% of completion, or the 12-month mark, whichever comes first, Mr. White will provide a rough cut of his film for viewing by the CPs or a script of the film as envisioned. At this time the CPs will be provided the opportunity to suggest additional interviews or to help identify content that may be missing from the film. The CPs will be provided with a second opportunity to review the film and/or the script at the 75 to 80% completion stage.

In addition to the final version of the film, three short "preview" films will be available within 16 months following the execution of the contract. The schedule for the reviews will be adjusted to coordinate with the projects quarterly meetings.

### iv. Project Review and Acceptance

Mr. White will provide updates regarding progress on the videos at the Quarterly Consulting Parties Meetings until the film is finished. At the beginning of the filming, Mr. White will solicit feedback from the CPs for suggestions on film content including the general theme, candidates for interviews, and other big picture suggestions. Mr. White will provide a formal update to be included in the Annual report for the project (PA Stipulation IX).

The Stipulation will be fulfilled when LJCMG is in possession of the approved 30-minute documentary that meets the standards for airing on WKET and three two to five-minute film clips. LMHA and LJCMG will work with WKET to have the film aired on public television following production.

Timeframe	Deliverable
6 months	Pre-Production Phase:
following notice	BluBoi provides list of interview candidates.
to proceed	<ul> <li>CPs provided opportunity to review and comment on list of interviewees and possible subject topics.</li> </ul>
12 months	Production phase:
following notice	BlueBoi provides rough cut of film or script at 50% of production.
to proceed	<ul> <li>BlueBoi provides rough cut of film or script at 75 to 80% of production.</li> </ul>
	CPs provided opportunity to comment on interviews to ensure no
	gaps in data collection and to identify additional possible interview subjects.
	<ul> <li>BlueBoi provides draft version of shorts and provides CPS</li> </ul>
	opportunity to comment on content.

15 months	BlueBoi provides final version of shorts.	
following notice		
to proceed		
18 months	Post-Production:	
following notice	<ul> <li>BlueBoi provides final version of film that meets the standards for</li> </ul>	
to proceed	airing on WKET	

### b. Louisville Story Program

### i. Definition of the Project

The Louisville Story Program (LSP) will create a substantial book tentatively titled "<u>The Cornerstones of Russell</u>". The book will be developed by Russell residents over a four-year period that documents the rich layers of history in the neighborhood. The book will have a strong and demonstrated connection to the Beecher Terrace neighborhood.

The book will be a minimum of 250 pages and will be 8" x 9" trim minimum. The first printing will run between 1,500 and 2,000 copies. Work for the book will proceed in five phases as outlined in the schedule.

### ii. Oualified Personnel

This book will be completed by LSP, an organization uniquely qualified to complete the project. Darcy Thompson at LSP will be the Project Manager. Mr. Thompson has lived in Louisville since 2003, he founded LSP in 2013. He has completed several other LSP projects in the community. He brings his unique combination of enthusiasm of stories and books to his lifelong commitment to education as an engine for social justice to this project. LSP will strengthen the bonds of community by amplifying unheard voices and untold stories. Through rigorous writing and oral history workshops, and with professional editorial support, participating LSP authors from historically underrepresented communities will document the richness of lived experience in Louisville communities from the inside out, and in their own words. Their work will be published in professionally designed books, exhibits, and radio programs that promote dialogue across the community and increase awareness of overlooked aspects of Louisville's culture and history. Their authors will be paid for their work, and they will leverage their achievements into as many additional professional, educational, cultural, and social opportunities for them as possible.

### iii. Schedule

The book will be due to LJCMG 38 months following the notice to proceed. The CPs will be provided the opportunity to offer LSP input for each phase of the project as defined in the timeline below. The schedule for the reviews will be adjusted to coordinate with the projects quarterly meetings.

### iv. Project Review

LSP's Project Manager will provide updates regarding progress on the book at the Quarterly Consulting Parties Meetings until the book is finished. He will provide a formal update to be included in the Annual report for the project (PA Stipulation IX).

Deliverables for the LSP and the anticipated timeline for these deliverables are as follows:

Denveragies for the Est and the uniterpated timeline for these denveragies are as follows:		
Timeframe	Deliverable	
6 months	Groundwork Phase:	
following	<ul> <li>LSP provides list of Russell residents who will participate in the</li> </ul>	
notice to	project as authors.	
proceed	<ul> <li>CPs provided opportunity to review and comment on list of authors.</li> </ul>	

20 months	Gathering phase:
following	<ul> <li>LSP provides list of archives visited and interview subjects.</li> </ul>
notice to	<ul> <li>LSP provides transcriptions of conversations/interviews.</li> </ul>
proceed	CPs provided opportunity to comment on interviews to ensure no gaps in
	data collection and to identify additional possible interview subjects.
28 months	Editing Phase:
following	<ul> <li>LSP provides CPs with drafts of manuscript.</li> </ul>
notice to	<ul> <li>LSP finalizes book cover design.</li> </ul>
proceed	<ul> <li>LSP produces and releases project video.</li> </ul>
	CPs provided opportunity to comment on the manuscript, book cover
	design, and to preview video prior to release.
34 months	Production and Promotion:
following	<ul> <li>LSP completes editing and finalizes the manuscript.</li> </ul>
notice to	LSP completes book design.
proceed	LSP prints the book.
	CPs provided opportunity to comment on the final manuscript and book
	design.
38 months	Book Launch Celebration
following	<ul> <li>LSP hosts a massive book release event at a top-notch venue.</li> </ul>
notice to	CPs provide input on venue and are invited to event.
proceed	

The Stipulation will be fulfilled when LJCMG is in possession of the final book and the book has been launched in the community. LJCMG will provide copies of the book to the Western Archives and to other local libraries.

### c. The Western Library African American Archives

### i. Definition of the Project

LJCMG will work with The Western Library African American Archives to facilitate improvements to their collection. The key goal of this stipulation will be to digitize as much of the collection as possible. The Archives, one of the original nine Carnegie libraries and the first library in the nation to serve and be fully operated by African Americans, holds books, documents, clippings, periodicals, microforms, and other artifacts that document the history of African Americans in the Russell neighborhood, in Louisville, and in the United States. Each of the items provides information on culture and life in Black America, with an emphasis on Louisville.

Much of the material at the Archives is not catalogued, and much of the materials at the library has not been digitized. Anyone wishing to access the Archives must travel to the library itself, which places a heavy financial burden on those individuals interested in researching and studying the underrepresented population documented in the library. The funding will be used to catalogue and digitize records. Once these items are digitalized the history would be accessible for future generations and others around the world.

Western Archives may use this funding to purchase materials and equipment not limited to but including: Computers, software, overhead scanners, cameras and lenses, a copy stand with lights, light boxes for negatives, photo/document/negative flat scanners, a VHS converter, boxes, acid free paper, and displays. Western Archives may purchase digital storage and back up capabilities, and choose to upgrade their website, which is currently out of date and difficult to navigate.

### ii. Qualified Personnel

The grant will be managed by the Manager at Western Archives.

### iii. Schedule

LJCMG will work with the Manager at the Western Archives to develop an appropriate schedule.

### iv. Project Review and Acceptance

The Manager at the Western Archives will attend two Quarterly Consulting Parties meetings a year for the first two years following the execution of the LOR. The Manager will provide a report for how funding was spent to be included in the Annual report each year.

### II. SITE 15.Jf923

### a. Archaeological Data Recovery

### i. Definition of the Project

Adverse effects to site 15Jf923 will be resolved through data recovery excavations. The data recovery will be executed following the methods outlined in the attached Data Recovery Plan (Attachment 6).

### ii. Qualified Personnel

The data recovery will be completed by personnel meeting the Secretary of the Interior's Professional Qualification Standards for Archaeologists (36 CFR Part 61(b)).

### iii. Schedule

The data recovery will be completed within 4 years of the execution of the LOR. Data recovery excavation will be staggered to follow the demolition schedule for the project. At the conclusion of each phase of data recovery, LJCMG will provide the KY SHPO and all CPs with a brief (no more than 10 pages) summary of activities completed. The intent of the summary is to verify that data recovery was completed following the protocols established in the Data Recovery Plan. The KY SHPO will have 15 days to review and comment on the summary. Upon receipt of concurrence from KY SHPO, LJCMG may proceed with ground disturbing activities in the portion of the project area subject to data recovery. Each stage of data recovery will be summarized separately to facilitate the construction schedule.

### iv. Project Review and Acceptance

The data recovery will be considered complete when the KY SHPO has accepted the final report and when all artifacts have been curated at a facility approved by LJCMG, the KY SHPO, and the ACHP. The Principal Investigator for the data recovery will attend the Quarterly Consulting Parties meetings and provide an update on the status of excavations and report writing until the draft report for the data recovery has been submitted. The Principal Investigator will provide a summary of activities for each annual report.

### b. Public Participation in Archaeological Data Recovery

### i. Definition of the Project

A program to engage the public in the archaeological data recovery at Site 15Jf923 will be implemented. This program will include signage that explains the data recovery in simple terms, the provision of on-site interpreters of the data recovery specifically tasked with interacting with the public and not excavating, and the hosting of an event aimed at the public and focused on the archaeology at the site.

### ii. Qualified Personnel

These activities will be completed by an archaeologist specialized in interacting with the public. Specifically, the site interpreter must have specific knowledge about archaeology and the history and archaeology of Louisville and the Russell neighborhood.

### iii. Schedule

Public interpretation of the data recovery will be completed simultaneous with the excavations. Signage will be provided within 1 week of the commencement of field excavations. A public interpreter will be available on site within the first 3 days of the beginning of excavation. Signage advertising a public interpreter will be provided at the site and, if logistically feasible, the public interpreter will have a tent near the excavation to host visitors to the site. Tours for the site will be advertised on the Vision Russell website. The schedule for the public interpreter will be adjusted based on public interest in the excavations. If interest is low, tours will be scheduled at regular intervals to maximize efficiency. The public engagement event will be held within one year of the completion of the archaeological data recovery unless the CPs, during a quarterly meeting, agree that the event should be delayed to allow time for interpretation of the recovered materials. The public archaeology event will be coordinated with another community event, such as the Beecher Terrace Block party, to facilitate advertising and to ensure maximum attendance of community members.

### iv. Project Review and Acceptance

The public archaeology interpreter will attend the Quarterly Consulting Parties meetings while the excavations are in process. The interpreter will provide a written summary of work for the annual report. This commitment will be fulfilled following the public archaeology event.

### c. Educational Outreach and Data Recovery

### i. Definition of the Project

An educational outreach module will be designed for the project. This program will focus on educating the public regarding the process and outcomes of archaeological data recovery at Beecher Terrace.

### ii. Qualified Personnel

LJCMG will identify educators to engage specifically regarding the archaeological data recovery aspect of the project. As a first step, the existing education focused working group assembled by Urban Strategies as part of the redevelopment process will be engaged to help develop educational outreach tools useful to the community.

### iii. Schedule

Public outreach and education will begin at the outset of data recovery. LJCMG will utilize the Vision Russell website to post weekly updates about data recovery potentially including photographs and videos of the archaeologists working, an "artifact of the week", and other activities. At the conclusion of the first phase of data recovery, a formal program for educational outreach will be developed with the CPs. The emphasis of the program will be to design tools relevant to the community. As LJCMG anticipates that later Stages of the project may also choose to utilize educational outreach as a mitigation of potential adverse effects, the educational module will be flexible to include future additions and adaptations.

### iv. Project Review and Acceptance

The educational module will be considered complete when LJCMG, KY SHPO, and the ACHP have agreed that a tool for educating the public regarding archaeological data recovery has been designed by the project and shared with the community.

### III. UNANTICIPATED DISCOVERIES

In the event of an unanticipated discovery, the LOR shall follow Stipulation IV in the PA. 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.

### IV. DISPUTE RESOLUTION

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

The ACHP shall provide LJCMG 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, LJCMG 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. LJCMG 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, LJCMG may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, LJCMG 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.

LJCMG's responsibility to carry out all other actions subject to the terms of this LOR that are not the subject of the dispute remain unchanged.

The resolution of a dispute related to this LOR will not affect implementation of other portions of the PA. This LOR is a standalone document that supports the PA for the Project, but it does not affect other parts of the PA.

### V. AMENDMENT

Amendments to this LOR will follow the protocol established in Stipulation VI of the PA. This LOR may be amended when an amendment is agreed to in writing by all Signatories and Invited Signatories. The Signatories and the Invited Signatories 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 Invited Signatories is filed with the ACHP.

Amendment of the LOR will not affect implementation of other portions of the PA. This LOR is a standalone document that supports the PA for the Project, but it does not affect other parts of the PA.

### VI. TERMINATION

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

If this LOR is terminated, then prior to work continuing on Stage I of the Undertaking, LJCMG must either: execute a new LOR for Stage I under 36 CFR § 800.6; or, follow the process under 36 CFR § 800.7. LJCMG shall notify the Signatories, Invited Signatory, and Consulting Parties in writing as to the course of action it will pursue.

Termination of this LOR will not affect implementation of other portions of the PA. This LOR is a standalone document that supports the PA for the Project, but it does not affect other parts of the PA.

### VII. DURATION

This LOR shall become effective when executed by the last of the Signatories and the Invited Signatories (Effective Date). This LOR shall remain in effect for a period of 7 years. One year prior to its expiration, the Signatories and Invited Signatories shall consult to determine whether it should be extended through an amendment per Stipulation V.

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

[signatures follow]

sville_leffe	rson County Metro Government
atory	son County Metro Government
:	

Kentucky Heritage Council Signatory	
By:	
Craig Potts, State Historic Preservation Officer	
Date:	
Approved as to form and legality:	
	Legal
Counsel	

Tourism, Arts & Heritage Cabinet

Advisory Council on Historic Preservation Signatory
By:
Date:

The Lo	ouisville Western Library African American Archives ory
By:	
Date:	

The Louisville Story Program Signatory	
By:	
Date:	

BluBoi Entertainment, LLC	
By:	
Date:	

Louisville Metro Housing Authority (Signatory)	
Ву:	
Date:	

The Delaware Nation (Invited Signatory)	
Ву:	
Date:	

The Ko	entucky Organization of Professional Archaeologists (Concurring Party)
By:	
Date:	

The Ke	entucky Office of State Archaeology (Concurring Party)
By:	
Date:	

Louisville Council District 4 (Concurring Party)	
By:	
Date:	

Louisville Council District 5 (Concurring Party)	
By:	_
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Urban Strategi	es (Concurring Party)
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The Black Media Collaborative (Concurring Party)	
By:	
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The University of Louisville (Concurring Party)	
By:	
Date:	

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

The Commonwealth Preservation Trades Program (Concurring Party)
By:
Date:
Date.

Neighborhood Planning and Preservation, Inc. (Concurring Party)
By:
Date:

The Concerned Pastors of Russell (Concurring Party)

By:

Date:

The Louisville C	entral Community Center (Concurring Party)
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The Beech (Concurring Party)	
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The Olmste	ed Parks Conservancy (Concurring Party)
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The Wayside Christian Mission (Concurring Par	rty)
By:	
Date:	

The Westside Institute of Technology (Concurring Party)
By:
Date:

The N	Miami Tribe of Oklahoma (Concurring Party)
THE IV	nam Troe of Oktaholia (Concurring Larry)
Ву:	
Date:	

The Cherokee Nation (Concurring Party)	
By:	
Date:	

Darne	ell Farris (Concurring Party)
By:	
Date:	

Haven H	arrington (Concurring Party)
Ву:	
Date:	

Katheryn Higgins (Concurring Party)	
By:	
Date:	

Ricky Smith (Concurring Party)	
Ву:	
Date:	

Jane Grady (Concurring Party)	
By:	
Date:	