

**PROGRAMMATIC AGREEMENT
BETWEEN
THE MICHIGAN STATE HISTORIC PRESERVATION OFFICER
AND WASHTENAW COUNTY
REGARDING ADMINISTRATION OF THE
HOUSING AND COMMUNITY DEVELOPMENT PROGRAMS FUNDED BY THE
U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

WHEREAS, the State Historic Preservation Office (the “SHPO”) was transferred to the Michigan Strategic Fund (the “MSF”) pursuant to Executive Order 2019-13; and

WHEREAS, the State Historic Preservation Officer (the “Michigan SHPO”) is part of the SHPO; and

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) provides formula grant funding to Washtenaw County (County); and

WHEREAS, the County is the fiduciary for all HUD funds received by the Washtenaw Urban County, a partnership between the Washtenaw County Board of Commissioners and the cities and townships that have agreed to participate in the Community Development Block Grant program; and

WHEREAS, the County will provide advanced notice of new jurisdictions joining the Urban County to the SHPO; and

WHEREAS, the County has established the Program to administer the HUD Programs.

WHEREAS, the Program may encompass the following activities, each of which may constitute an Undertaking: single family and multi-family rehabilitation; property acquisition, property relocation, homebuyer down payment and rehabilitation, demolition, and community development, each as described in Appendix C of this Agreement; and

WHEREAS, HUD regulations at 24 C.F.R. § 58 impart statutory authorities that permit the County to assume HUD’s environmental responsibilities for the HUD Programs; and

WHEREAS, as the recipient of funding, the County has accepted the federal environmental review responsibility for the HUD Programs to be administered by it through the Program; and

WHEREAS, the County has determined that the administration of the Program may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (National Register) and has consulted with the Michigan State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (ACHP) pursuant to 36 CFR § 800.14(b) of the regulations implementing Section 106 and Section 110(f) of the NHPA and associated regulations contained in 36 C.F.R. § 800.14(b); and

WHEREAS, the ACHP was invited to participate in consultation on this Agreement on October 29, 2020 and declined to respond; and

WHEREAS, the County recognizes that the Forest County Potawatomi Community of Wisconsin, Hannahville Indian Community, the Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin, the Little Traverse Bay Bands of Odawa Indians, the Menominee Indian Tribe of Wisconsin, the Miami Tribe of Oklahoma, the Pokagon Band of Potawatomi Indians, the Saginaw

Chippewa Indian Tribe of Michigan, the Sault Ste. Marie Tribe of Chippewa Indians, and the Seneca-Cayuga Nation may have sites of religious and cultural significance off Tribal lands, and therefore the County invited the Tribes to engage in government-to-government consultation and to enter into this Agreement, pursuant to 36 C.F.R. § 800.2(c)(2)(ii)(E), and provided two months to respond; and

WHEREAS, in response to the invitation extended on October 29, 2020 the Forest County Potawatomi Community of Wisconsin, Hannahville Indian Community, the Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin, the Little Traverse Bay Bands of Odawa Indians, the Menominee Indian Tribe of Wisconsin, the Miami Tribe of Oklahoma, the Pokagon Band of Potawatomi Indians, the Saginaw Chippewa Indian Tribe of Michigan, the Sault Ste. Marie Tribe of Chippewa Indians, and the Seneca-Cayuga Nation declined to respond to the County's invitation to engage;

NOW, THEREFORE, in consideration of the foregoing recitals, all of which are incorporated into this Agreement, and subject to the definitions provided in Appendix A, all of which are applicable throughout this Agreement, the County shall ensure that the Program is administered in accordance with the following stipulations, which the County and the SHPO agree shall satisfy the County's Section 106 responsibilities for all individual Undertakings administered under the Program:

STIPULATIONS

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

I. APPLICABILITY

- A. This Agreement shall apply to those Undertakings (1) funded, in part or in whole, by HUD, as set forth in 24 C.F.R. § 58.1(b), for which the County has assumed the HUD's environmental responsibilities as a Responsible Entity and (2) that may have an effect on properties included in or eligible for inclusion in the NRHP subject to compliance with the Section 106 review process as defined in 36 C.F.R. Part 800, subparts A and B. This Agreement shall become effective only upon its execution by all Parties.
- B. If a Federal agency or other entity acting under another Federal program has previously completed a Section 106 review and approved an Undertaking within the past five (5) years, the County has no obligation to complete a Section 106 review regarding that Undertaking, provided the County:
 - 1. Adopts the findings and determinations of the previous Section 106 review;
 - 2. Confirms that the scope and effect, as defined by 36 C.F.R. § 800.16(i), of its Undertakings are the same as the scope and effect of the previous Undertaking or the APE;
 - 3. Determines that the previous review was completed in compliance with Section 106; and
 - 4. Documents its findings and determination in its project file that all requirements of Section 106 for the Undertaking have been satisfied.
- C. If the scope and effect of an Undertaking or the APE changes, the County, in consultation with the SHPO, shall determine if the previous Section 106 review was insufficient or involved interagency disagreements about eligibility, effect, and/or treatment measures. The County shall conduct a new Section 106 review in accordance with the Stipulations of this Agreement if it determines the previous Section 106 review was insufficient.

II. QUALIFIED PERSONNEL

- A. The County shall employ a Preservation Specialist or contract with consultants having professional qualifications in archaeology, architectural history, historic architecture, or history, as specified in the Secretary of the Interior's Historic Preservation Professional Qualification Standards (CFR Part 61). The Preservation Specialist will be responsible for administering those terms of this Agreement that

require their particular expertise and for coordinating with appropriate County departments, authorities and agencies regarding Undertakings in the Program.

1. If the Preservation Specialist vacates, is removed from, or otherwise leaves his or her position as Preservation Specialist, the County will, within fifteen days of the change, (a) notify the SHPO of the change, (b) employ either a replacement staff person or contract with a replacement consultant who meets the Qualification Standards to serve as the Preservation Specialist, and (c) provide SHPO with the replacement Preservation Specialist's qualifications.
2. If the County determines that it cannot secure a replacement Preservation Specialist, it shall comply with procedures contained in 36 C.F.R § 800, and forward documentation to the SHPO for review. The SHPO shall have thirty (30) days from the date of the receipt to review and comment. If no comment is provided within thirty (30) days, the County may assume SHPO's concurrence.

III. IDENTIFICATION AND EVALUATION

- A. In consultation with the SHPO, the County shall determine appropriate measures for identification and evaluation of historic districts, sites, buildings, structures and objects that meet the criteria for listing in the National Register of Historic Places (hereinafter "properties") within the Areas of Potential Effects (APEs) of federally-assisted projects and within the target areas identified annually. Efforts should meet the Secretary of the Interior's *Standards and Guidelines for Identification and Evaluation*, as well as the SHPO's guidance as presented in the most recent Michigan Above-Ground Survey Manual (2018). The County shall submit proposals for carrying out the updated survey to the SHPO for review and approval prior to initiating survey activities. The County shall offer to provide the SHPO with all identification and evaluation documentation, along with any past surveys that the SHPO lacks.
- B. Properties fifty years of age or older within the APE of an Undertaking covered by this Agreement shall be evaluated by the Preservation Specialist to determine if those properties meet the criteria to be an Eligible Property, either individually or as contributing to a historic district. If the Preservation Specialist and the County agree that that the property meets the criteria, and therefore is an Eligible Property, the County can proceed to implement the Undertakings in accordance with this Agreement.
- C. Archaeology: In the event that major ground disturbing activities are planned, such as the demolition of a home fifty years old or older, the Preservation Specialist must complete an archaeological file review and memo and also:
 1. Check the State Archaeological Site File for previously reported archaeological sites and surveys in the project area. This can be initiated by emailing SHPOresearch@michigan.gov.
 2. Prepare and email a review packet to the SHPO archaeologist. The Review Packet must be emailed as a single PDF file and include the subject line of **Washtenaw Co PA Review: [Project Name]**. The Review Packet must include:
 - (a) A memo consisting of:
 - i. Project name
 - ii. Project address
 - iii. All Town, Range and Section numbers within the APE
 - iv. Project type (e.g., new construction)
 - v. Description of the project site, including the extent of any prior ground disturbance
 - vi. Description of the undertaking
 - vii. A summary of State Archaeological Site File, and any other, cultural resources research
 - viii. A Determination of Effect

- (b) A project map meeting the following requirements:
 - i. Map must be a 7.5' USGS topographic quadrangle map that shows section lines and numbers and is labeled with the correct map name. The map may be cropped and enlarged, as long as a 2-mile radius around the APE is included
 - ii. Map must have APE boundary clearly marked on it
 - iii. Map must have any previously reported archaeological sites and surveys clearly marked on it to show physical relationship to the APE
 - iv. Map must include GPS coordinates
 - (c) An aerial view graphic with the APE boundary marked
 - (d) Representative project area photographs
3. The SHPO archaeologist will evaluate the Review Packet and either concur or disagree with the Preservation Specialist's Determination of Effect. Based on the information provided in the Review Packet and an overall assessment of the environmental and cultural context of the APE, the SHPO archaeologist may require additional research or survey. The SHPO archaeologist will provide a response to the Preservation Specialist within 30 days of receipt of the Review Packet.
 4. The County will be responsible for contracting with an archaeologist who meets the professional qualification standards to conduct any additional research or survey deemed necessary for a project per the consultation process outlined above.
 5. The County may request expedited project reviews in cases concerning public health and safety.
 6. The Architectural file review and memo are not required for those Program activities listed in Appendix B.
 7. For all projects, the County will follow these steps in the event of unanticipated discoveries:
 - (a) If artifacts/archaeological materials or unexpected architectural features (e.g., a historic structure hidden within a later structure) are discovered, stop project work and consult with the SHPO to adequately document the discovery, evaluate its significance, and plan next steps.
 - (b) In the event that human remains, or suspected human remains, are discovered, immediately stop project work and immediately contact the local authorities and the SHPO archaeologist. Cover and secure the area and do not handle finds. All project personnel shall treat any discovery as confidential.
 - (c) The County must develop a clear process to assure that project work will not commence after an unanticipated discovery until both the County and the SHPO approve it.
 - (d) The County will provide clear guidance on any unanticipated discoveries to all personnel and contractors who will be overseeing on-site work and working on-site.

D. If the Preservation Specialist and the County do not reach agreement regarding the eligibility of a property, the Preservation Specialist shall consult with the SHPO regarding the appropriate level of documentation required for a determination of eligibility.

E. If the County and the SHPO disagree about the NRHP eligibility of a property, the County shall request a formal determination of eligibility from the Secretary in accordance with 36 CFR § 800.4(c)(2).

IV. EXEMPT ACTIVITIES

The Program activities listed in Appendix B have limited potential to affect historic properties and therefore do not require further review from the SHPO when receiving Program assistance. The County shall retain individual project files for each project reviewed in accordance with this stipulation as verification that the scope of work was limited to these activities.

V. TREATMENT OF HISTORIC PROPERTIES

The County shall ensure that all Eligible Properties are treated in accordance with this Agreement. Properties that are not Eligible Properties do not require further review by the Preservation Specialist or the SHPO.

A. Property acquisitions and sales

1. Upon the acquisition of a historic property using Program funds, the County will secure, stabilize and preserve that historic property pending its disposal. The methods used to secure and stabilize properties shall adhere to both the Standards and *Preservation Brief 31, Mothballing Historic Buildings* (U.S. Department of the Interior, National Park Service, September 1993).
2. Prior to the transfer or lease of historic properties acquired with Program funds, the County shall consult with the SHPO to determine the need for a preservation easement. If it is determined that a preservation easement is necessary, the County shall submit the proposed preservation easement, along with the sales agreement or lease agreement, to the SHPO for review and approval. The SHPO shall have thirty (30) days from the date of the receipt to review and comment. If the SHPO does not approve the proposed preservation easement, the County shall request comments from the ACHP in accordance with 36 CFR § 800.5.

B. Rehabilitation and Public Improvement Projects

1. The County shall ensure that all residential rehabilitation and commercial rehabilitation projects involving historic properties are carried out in accordance with the Standards. The Preservation Specialist shall review and approve all plans and specifications or work write-up prior to the initiation of project activities.
2. The County shall ensure that site improvement projects impacting historic properties or historic districts, to include sidewalk improvement projects, repaving of streets, installation of landscaping, street lighting and street furniture and other infrastructure improvements, adhere to the Standards. Site improvement projects affecting historic parks shall meet the standards in *Guidelines for the Treatment of Historic Landscapes* (National Park Service, 1996). The Preservation Specialist shall review and approve all plans and specifications or work write-up prior to the initiation of project activities.
3. If the Standards cannot be met, if the proposed treatment of the property is not rehabilitation, or if the contemplated action could otherwise have an adverse effect on such properties, the County and Preservation Specialist will consult with the SHPO and if no consensus can be reached, the County shall request comments from the ACHP prior to taking any action in accordance with 36 CFR § 800.6.
4. The County will retain work descriptions, before and after photographs of the properties proposed for or impacted by rehabilitation or site improvement projects, and the comments of the local historic district commission when applicable in individual project files. Before and after photographs shall be used as evidence of the County's proper application of the Standards. Site improvement projects that may include but may not be limited to sidewalks, streets, and curb and gutter repair or replacement shall not require before and after

photographs. All files shall be retained for a minimum of three (3) years following project implementation.

C. Relocation of Historic Properties.

1. Prior to the relocation of a contributing building(s) (a) located within listed or eligible National Register districts, (b) into or out of listed or National Register eligible districts, or (c) the relocation of individual buildings listed on or eligible for listing in the NRHP, the County and Preservation Specialist shall consult with the SHPO to identify an acceptable alternate site, preferably within the same historic district. The new site shall be compatible with the historic structure being moved in terms of adjacent structures and uses.
2. If the SHPO approves the alternate site, the County shall ensure that property is moved by qualified movers in accordance with approaches recommended in *Moving Historic Buildings* (John Obed Curtis, 1979). Once the property is relocated, the County, in consultation with the local historic district commission, shall reevaluate the NRHP eligibility of the property.
3. If the SHPO objects to the proposed alternate site, the County and the SHPO shall consult per Stipulations V(B) and XIII.

D. Accessibility

1. The County and Preservation Specialist will explore alternative methods for providing accessibility to NRHP eligible or listed buildings in accordance with the Americans with Disabilities Act (ADA) regulations and other local and Federal requirements for accessibility. To the extent feasible, access will be placed on secondary elevations for buildings listed in or eligible for listing in the NRHP and will not result in the removal of a historic building's significant architectural features. The design of accessible features shall be consistent with the Standards, National Park Service Preservation Brief No. 32, and the Department of Interior report entitled, *Access to Historic Buildings for the Disabled: Suggestions for Planning and Implementation*.
2. The County will retain documentation regarding alternatives as part of the individual project files.
3. The County and Preservation Specialist shall consult with the SHPO, including submitting documentation of alternate methods of creating handicapped access, when such projects will have an adverse effect on the historic and/or architectural character of a NRHP eligible or listed resource.

E. Demolition

1. The County may proceed with the demolition of properties determined ineligible for listing in the NRHP in accordance with Stipulation III without further review.
2. For demolition of buildings determined eligible for listing in the NRHP, the County shall forward the following documentation to the SHPO for review and comment regarding the proposed demolition:
 - (a) An explanation of why demolition is proposed;
 - (b) A SHPO Survey Inventory form (contact SHPO for the most recent version of the form) and photographs of all elevations and significant features. This form will include a brief history of the property, a description of the property, a statement of the historic and/or architectural significance of the resource and the

criteria met for listing in the NRHP , and a written opinion regarding the historic significance of the building from the Preservation Specialist;

- (c) A structural report by a qualified structural engineer with experience with historic building structural systems or a qualified architect meeting the Qualification Standards;
- (d) A summary of alternatives to demolition that were considered and why they were not feasible;
- (e) A description of measures taken to solicit public comment and copies or summaries of public comment received;
- (f) Any proposed mitigation measures which shall be forwarded to the SHPO in a “two-party” Memorandum of Agreement (MOA).

Upon review of these materials, SHPO may determine that additional documentation is required. If within thirty (30) days following receipt of adequate documentation the SHPO agrees with the proposed demolition of the historic property, it shall sign the “two-party” MOA and return it to the County for signature. If the SHPO objects to the proposed demolition, the County and the SHPO shall consult per Stipulations V(B) and XIII.

3. Emergency Demolitions.

- (a) If the County determines that the emergency demolition of a historic property is required due to the fact that it has determined that there exists an actual and immediate danger affecting the health, safety and welfare of the public if the structure(s) is not demolished immediately, and no federal funds are used for the demolition, demolition shall proceed without adhering to the requirements provided in Stipulation V(E)(2) (b)-(d).
- (b) If the County determines that the emergency demolition of a historic property is required due to the fact that it has determined that there exists an actual and immediate danger affecting the health, safety and welfare of the public if the structure(s) is not demolished immediately, and federal funds are used for the demolition, the County shall immediately forward the following documentation to the SHPO by express mail with a request for comments from the SHPO within 5 business days of receipt: 1) the address of the property and the nature of the emergency; 2) recent photographs of the property; 3) a signed copy of the local order requiring that emergency demolition commence within 30 days or less; and 4) a SHPO inventory form or other documentation regarding the NRHP eligibility of the property.
- (c) The SHPO will notify the County in writing whether it approves the emergency demolition and what, if any, mitigation measures must be implemented prior to demolition (i.e. recordation, architectural salvage, etc.). The County shall ensure that all mitigation measures are implemented and appropriate documentation is forwarded to the SHPO within fourteen (14) days following the completion of demolition activities.
- (d) If the SHPO objects to the emergency demolition, the County and the SHPO shall consult per Stipulations V (B) and XIII.

F. New Construction and Additions

- 1. The County may proceed with new construction of residential or commercial structures on properties determined ineligible for listing in the NRHP without further review.

2. Proposals for new construction and additions within or adjacent to a historic district, or adjacent to historic properties, shall be developed in accordance with the guidelines contained in the Standards and in consultation with the SHPO.

3. Except as provided in Stipulation V(F)(4) below, final plans and specifications for infill construction shall be submitted to the SHPO for review and comment prior to the commencement of construction activities. The SHPO shall have thirty (30) days from the date of the receipt to review and comment on the final plans and specifications.

4. If the SHPO approves a prototype(s) design for infill construction within a specific historic district, the County may request review and approval of construction projects using the prototype design without further review of the design documents. If the approved prototype(s) cannot be adhered to in the specific historic district, the County shall submit a modified design to the SHPO for review and approval. The SHPO shall have thirty (30) days from the date of the receipt to review and comment.

G. Redevelopment Projects

1. The County shall consult with the SHPO during the preparation of redevelopment or urban renewal plans for a neighborhood, historic district, or target area. The County shall afford the SHPO an opportunity to sufficiently review and comment on the document during the draft stages. The SHPO will evaluate the potential effect that the goals, objectives and implementation strategy of the plan will have on historic properties. The SHPO's comments shall be integrated into the plan or referenced in the document before it is submitted for required local administrative reviews. The SHPO shall have thirty (30) days from the date of the receipt to review and comment.

2. The County, in consultation with the SHPO, shall determine whether the redevelopment or urban renewal plan should be implemented under the terms of this Programmatic Agreement or whether a project specific MOA should be developed in accordance with 36 CFR 800.6. The County shall notify the ACHP of the SHPO's determination and, if appropriate, provide the ACHP with background documentation to initiate the consultation process.

VI. UNANTICIPATED DISCOVERIES

If previously unidentified Historic Properties, or unanticipated effects, are discovered after the County has completed its review under this Agreement, either architectural or archeological, no further work will proceed in the area of the discovery until the requirements of 36 C.F.R. § 800.13 have been satisfied. The County shall consult with the SHPO and appropriate consulting parties to record, document, and evaluate the eligibility of the Historic Property for the NRHP and the project's effect on the Historic Property. The County will consult with any Tribes that may attribute traditional cultural or religious significance to an affected Historic Property. If neither the SHPO, consulting parties, or Tribes submit any objection to the County's plan for addressing the discovery within 48 hours, the County may carry out the requirements of 36 C.F.R. § 800.13 and must notify the ACHP only if there is an adverse effect.

VI. PUBLIC PARTICIPATION

A. Each year the County shall notify the public of the County's activities covered under this Agreement and make available for public inspection all documentation relating to the County's HUD-funded Programs. Available in this documentation will be general information on the type(s) of activities undertaken with HUD funds; information on identified historic properties in communities which might be affected by these activities; the amount of HUD funds available in the current program year; how interested persons can advise the County of any comments or concerns they may have about the HUD-funded programs, and its effect on historic properties. A copy of said notice will be provided to all citizens district councils, all historic district associations, and the SHPO. In addition, Program

activities shall be discussed involving identified historic properties at Commission hearings which shall be open to the public for comment. Also, the public shall receive semiannual notification through the Commission at those hearings of Program activities involving historic properties.

- B. At any time during the implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public, the County shall take the objection into account and consult as needed with the objecting party, the SHPO, or the ACHP to resolve the objection.

VIII. TECHNICAL ASSISTANCE AND TRAINING

The SHPO staff will provide technical assistance, consultation and training as requested by the County in order to assist in carrying out the terms of this Agreement. The County, assisted by the SHPO, shall provide guidance documents to County Program staff to assist in complying with the terms of the Agreement.

IX. PROJECT COORDINATION

- A. Within ninety (90) days following execution of this Agreement, the County and Preservation Specialist shall develop internal review procedures to ensure that the Program activities carried out by other departments, authorities and agencies are implemented in accordance with the terms of the Agreement. The procedures shall outline how historic preservation reviews are to be coordinated and the documentation the departments are to retain in individual project files. A copy of the procedures will be submitted to the SHPO.
- B. The County shall take appropriate measures to ensure that Program activities, including the issuance of certificates of appropriateness, notices to proceed, building permits, construction permits and demolition permits related to historic properties, are not implemented until it has received written authorization from the Preservation Specialist.

X. MONITORING

A. Meetings and Reports

- 1. A meeting between the Parties, including any consulting parties, will be initiated by the County and held one (1) calendar year from the effective date of the Agreement. In addition to providing the opportunity for the Parties to review the specific information described in Stipulation X.A.3., the meeting described in this Stipulation will also provide the Parties an opportunity to assess the Agreement's overall effectiveness in addressing the preservation of Historic Properties located within the County. Specifically, the meeting will provide the Parties an opportunity to discuss planning, design review, and implementation of undertakings affecting Historic Properties within the County and evaluate the following issues:
 - (a) Whether consultations, when required by this Agreement or carried out pursuant to 36 C.F.R. Part 800, have been initiated early enough in the planning process to ensure consideration of potential alternatives to avoid, minimize, or mitigate harm to Historic Properties. Whether undertakings affecting Historic Properties within the County have adhered to the Standards, to the extent required under this Agreement
 - (b) Whether there has been effective coordination between the Preservation Specialist and appropriate project managers and contract personnel assigned responsibilities affecting Historic Properties.

- (c) Whether problems or misunderstandings have arisen in the course of consultations, and if so, how these problems were resolved and how they could be avoided in the future.
 - (d) Whether there is a need to hold regularly scheduled implementation status meetings.
 - 2. Participants at the meeting on behalf of the County may include staff from the Office of Community and Economic Development (OCED), and the Preservation Specialist.
 - 3. At least two (2) weeks prior to the meeting, the Preservation Specialist will provide the Parties and the consulting parties with the following information:
 - (a) A summary of all actions taken under Stipulation V of this Agreement since the effective date of the Agreement. The summary shall contain:
 - i. Address and historic categorization of the Undertaking. If the Undertaking is located in a historic district, the name of the district shall also be included.
 - ii. A brief description of the proposed Undertaking.
 - iii. Determination of effect.
 - iv. Date of project review.
 - v. A list of properties determined in the reporting period to be individually eligible for listing on the NRHP.
 - vi. A summary of any training given pursuant to Stipulation VIII of this Agreement.
 - vii. Notification of any Preservation Specialist staff changes. If the staff position is vacant, follow the procedure outlined in Section II.A.
 - (b) A summary of any planning activities in the County subject to consultation with the SHPO pursuant to Stipulation X of this Agreement.
 - (c) A brief summary of any and all areas surveyed since the previous meeting.
 - (d) A map indicating the area(s) surveyed since the previous meeting.
 - (e) A brief description of any and all historic districts determined eligible for listing in the NRHP, including boundaries for those area(s)
 - (f) A brief description of any and all area(s) determined to be not eligible for listing in the NRHP, including boundaries for those areas(s).
 - (g) A description and GPS coordinates of any and all local historic districts established by the County since the previous meeting.
 - 4. The Parties shall meet at least six (6) months before the expiration of this Agreement to determine whether this Agreement should be extended beyond the expiration date, as established pursuant to Stipulation XIV of this Agreement. The Preservation Specialist shall be responsible for

convening this meeting. The County shall notify the public of this meeting and shall invite the public to submit comments to the SHPO and ACHP regarding the effectiveness of the Agreement prior to the scheduled meeting.

B. File Retention

1. The County shall retain individual project files containing determinations of eligibility, the comments of the SHPO, if applicable, written authorization from the Preservation Specialist, specifications and work write-ups, "before" and "after" photographs and other pertinent documentation for at least three (3) years following the completion of the Program activity. Individual project files may be retained in hard copy and/or digital format.
2. The County, in consultation with the SHPO and local preservation organizations, will work to develop disposition strategy for project files beyond the time period stated in Stipulation X(B)(1) of this Agreement.

XI. PREPARATION OF THE NEW COMPREHENSIVE PLAN

A copy of the County's Master Plan and the Master Plans of the municipalities within the Urban County will be provided to the SHPO. The SHPO will provide comments on the historic preservation provisions contained in the Master Plan to the County, which shall make every effort to take those comments into account should that document be amended.

XII. COORDINATION WITH OTHER FEDERAL PROGRAMS

Should HUD or another federal agency provide financial assistance to the County to assist with the implementation of housing and community development projects reviewed under the terms of this Agreement, they may satisfy their Section 106 compliance responsibilities by accepting and complying with the terms of this Agreement. The federal agency shall notify the SHPO and the ACHP in writing of its intent to adhere to this Agreement in lieu of case-by-case Section 106 reviews.

XIII. DISPUTE RESOLUTION

- A. If the County's staff disagree with the Preservation Specialist regarding the eligibility of a property or an area, whether an activity is exempt from review, the proposed treatment of an historic property, or any other provision of this Agreement, the County shall consult with the SHPO. The SHPO shall review the issue referred by the County and comment within thirty (30) calendar days.
- B. If the County does not agree with the SHPO's comments, pursuant to 36 CFR § 800.7(b), the County shall forward all documentation relevant to the dispute to the ACHP. Within forty-five (45) calendar days following the receipt of adequate documentation, the ACHP shall either:
 1. Provide the County with recommendations, which the County shall take into account in reaching a final decision regarding the dispute (36 CFR § 800.7(b)); or
 2. Notify the County that it shall comment pursuant to 36 CFR § 800.7(c), and proceed to comment. Any ACHP comment provided in response to such a request shall be taken into account by the County in accordance with 36 CFR § 800.7(c)(4) with reference to the subject of the dispute.
- C. The ACHP's responses to such requests shall be taken into account by the County in accordance with 36 CFR § 800.7(c) with reference only to the subject of dispute; the County's responsibility to carry out all actions under this Agreement that are not the subject of the dispute shall remain unchanged.

XIV. TERM OF AGREEMENT

This Agreement shall take effect on the date it is signed by all parties and shall continue in full force and effect until December 31, 2027 unless otherwise terminated or extended. At any time in the six-month period prior to this date the County may request the ACHP and the SHPO in writing to review the Program and consider an extension or modification to this Agreement. No extension or modification shall be effective unless all parties to the Agreement have agreed to it in writing via an amendatory instrument that is executed prior to the expiration of the term of the Agreement.

XV. AMENDMENT

Any party to this Agreement may request that it be amended, whereupon the parties shall consult to consider such an amendment. The amendment shall be effective on the date a copy signed by all of the signatories is filed with the ACHP.

XVI. TERMINATION

Any Party to this Agreement may terminate it by providing thirty (30) calendar days notice to the other Parties, provided that the Parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the County shall comply with 36 CFR § 800.4 through 800.6 with regard to individual undertakings covered by this Agreement.

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Execution and implementation of this Agreement evidences that the County has afforded the ACHP a reasonable opportunity to comment on the program and that the County has taken into account the effects of the Program on historic properties.

MICHIGAN STATE HISTORIC PRESERVATION OFFICER

DocuSigned by:
By: Martha MacFarlane-Faes Date: 2/26/2021
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Martha L. MacFarlane-Faes
Deputy State Historic Preservation Officer

MICHIGAN STRATEGIC FUND

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By: Val Hoag Date: 2/26/2021
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Valerie Hoag
Fund Manager

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WASHTENAW COUNTY

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By: Gregory Dill Date: 2/16/2021
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Gregory Dill
County Administrator

DocuSigned by:
By: Edward Golembiewski Date: 2/25/2021
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Lawrence Kestenbaum Edward Golembiewski, Deputy Clerk,
County Clerk/Register on behalf of Lawrence Kestenbaum

DocuSigned by:
By: Teresa Gillotti Date: 2/12/2021
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Teresa Gillotti
Director, Office of Community and Economic Development

DocuSigned by:
By: Michelle Billard Date: 2/16/2021
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Michelle Billard
Office of Corporation Counsel

APPENDIX A

DEFINITIONS AND ABBREVIATIONS

ACHP means the Advisory Council on Historic Preservation, an independent Federal agency that advises the President and Congress on historic preservation matters.

ADDI means American Dream Downpayment Initiative.

Adverse effect means the altering of a property in a manner that would diminish its integrity or alter the characteristics that qualify the property for inclusion in the NRHP.

APE means Area of Potential Effects.

CCPG means Community Challenge Planning Grant

CDBG means Community Development Block Grant.

CDBG-R means Community Development Block Grant – American Recovery and Reinvestment Act of 2009.

County means Washtenaw County

ESG means Emergency Solutions Grant

Eligible Property mean historic districts, sites, buildings, structures and objects that are currently listed or meet the eligibility criteria for listing on the National Register of Historic Places.

Historic Property means any property that is included in or eligible for inclusion in the National Register of Historic Places as set forth in 36 CFR § 800.

HOME means HOME Investment Partnerships Program

HUD means the United States Department of Housing and Urban Development.

HUD Programs means HUD funded programs to be administered by the Program which may include, but are not limited to CDBG, including NSP1 Funds, HOME, ESG, CDBG-R, NSP, SHOP, RAD, CCPG.

Master Plan means the County's comprehensive plan that identifies a clear and compelling vision for the future and develops a comprehensive set of goals and actions to reach that vision.

MOA means Memorandum of Agreement.

NRHP means the National Register of Historic Places, a basic inventory of historic resources in the United States maintained by the Secretary of the Interior.

NSP means Neighborhood Stabilization Program

NSP1 means Neighborhood Stabilization Program 1

Officer means State Historic Preservation Officer

Preservation Specialist means the County staff member(s) who meets the professional qualifications as specified in Qualification Standards:

Program refers to all activities funded by HUD specifically covered by this Programmatic Agreement.

Qualification Standards means the Secretary of the Interior's Professional Qualification Standards as set forth in 36 C.F.R. § 61. Specifically:

History: The minimum professional qualifications in history are a graduate degree in history or closely related field; or a bachelor's degree in history or closely related field plus one of the following: At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archeology: The minimum professional qualifications in archeology are a graduate degree in archeology, anthropology, or closely related field plus: At least one year of full-time professional experience or equivalent specialized training in archeological research, administration, or management; At least four months of supervised field and analytic experience in general North American archeology, and, Demonstrated ability to carry research to completion. In addition to these minimum qualifications, a professional in prehistoric archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History: The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history, or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following: At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture: The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture; or a State license to practice architecture.

Historic Architecture: The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following: At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or At least one year of full-time professional experience on historic preservation projects. Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.

RAD means Rental Assistance Demonstration

Responsible Entity means an entity defined in 24 CFR §58.2(a)(7).

Secretary means the Secretary of the United States Department of the Interior.

Section 106 refers to the section of the National Historic Preservation Act of 1966 and its resulting review process designed to ensure that impacts on historic properties are taken into account during Federal project planning and execution.

SHOP means Self-Help Homeownership Opportunity Program

SHPO means the Michigan State Historic Preservation Officer.

Standards means the Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings published at 36 CFR § 67.

Tribes means the Forest County Potawatomi Community of Wisconsin, Hannahville Indian Community, the Lac du Flambeau Band of Lake Superior Chippewa Indians of the Lac du Flambeau Reservation of Wisconsin, the Little Traverse Bay Bands of Odawa Indians, the Menominee Indian Tribe of Wisconsin, the Miami Tribe of Oklahoma, the Pokagon Band of Potawatomi Indians, the Saginaw Chippewa Indian Tribe of Michigan, the Sault Ste. Marie Tribe of Chippewa Indians, and the Seneca-Cayuga Nation

Undertaking means a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval as defined in 36 CFR §800.16.

Urban County means a partnership between Washtenaw County Board of Commissioners and the cities, townships and villages who have agreed to participate in federally funded programs. The governing body of the Washtenaw Urban County is the Washtenaw Urban County Executive Committee (UCEC). The UCEC prioritizes needs; reviews projects; makes funding recommendations to the Washtenaw Board of Commissioners; and makes policies that facilitate Washtenaw County's administration of the Community Development Block Grant (CDBG), HOME Investment Partnership (HOME) and Emergency Solutions Grant (ESG) programs. If a new community joins the Urban County, it would also fall under the scope of this agreement. As of July 2019, the Urban County includes:

City of Dexter
Sylvan Township
Ann Arbor Township
Augusta Township
Bridgewater Township
City of Ann Arbor
City of Saline

City of Ypsilanti
Dexter Township
Lima Township
Manchester Township
Northfield Township
Pittsfield Township
Salem Township

Saline Township
Scio Township
Superior Township
Webster Township
York Township
Ypsilanti Township

Undertaking means a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a federal agency.

APPENDIX B

PROGRAM ACTIVITIES NOT REQUIRING REVIEW

A. Site Improvements

1. Reconstruction of roads where no change in width, surface materials, surface treatments, or vertical alignments of drainage is to occur, and where no landscape such as the removal of mature trees, is to occur.
2. Repair/replacement of existing curbs and sidewalks with identical materials within existing dimensions.
3. Sidewalk infill on existing roadways.
4. Pedestrian improvements on existing roadways.
5. Repair/replacement of water, gas, storm, and/or sewer lines if it occurs within the dimensions of the original trench and permanent impacts upon surface treatments or landscape features which contribute to the historic or architectural significance of the resource are avoided.
6. Tree plantings adjacent to right-of-way.
7. Repainting parking spaces or streets.
8. Playground replacement.

B. Interior Rehabilitation

The following may proceed without review if permanent impacts upon interior elements or surface treatments that contribute to the historic or architectural significance of the buildings are avoided.

1. All plumbing rehab/replacement - includes pipes and fixtures.
2. Heating system - rehab/replacement/cleaning.
3. Electrical work.
4. Restroom improvements for handicapped access - provided that work is contained within the existing restroom.
5. Interior surface treatments (floors, walls, ceilings, and woodwork) provided the work is restricted to repainting, refinishing, re-papering, or laying carpet or linoleum and the feature is not significant to the integrity of the property.
6. Installation of insulation provided it is restricted to attics and crawl spaces, upper surfaces of existing ceilings and the ceilings are not dropped, and proper vapor barriers are used.
7. Repair of or pouring of concrete cellar floor.
8. Installation of new kitchen and bath appliances, cabinets, counters, tubs, sinks and toilets.
9. Repair or replacement of concrete basement floors and interior basement walls.
10. Replacement of door locks.

C. Exterior Rehabilitation

1. Caulking, weather stripping and replacement of window glass with glass of the same surface qualities (color, texture, and reflectivity).
2. Installation or replacement of gutters and downspouts (if the color is historically appropriate for the period and style of the historic resource).

3. Flat or shallow pitch roof repair/replacement (shallow pitch is understood to have a rise-to-run ratio equal to or less than 3 inches to 12 inches), with no part of the surface of the roof visible from the ground.
4. New storm windows - provided they conform to shape and size of historic windows and that the meeting rail coincides with that of the existing sash. Color should match trim; mill finish aluminum is not acceptable. Repair or repainting of existing storm windows.
5. In-kind replacement - this is understood to mean that the new features/items will duplicate the material, dimensions, configuration and detailing of the original of the following:
 - (a) Porches - railings, posts/columns, brackets, cornices, steps, flooring
 - (b) Roofs
 - (c) Siding
 - (d) Exterior architectural details and features
 - (e) Windows - this understood to include both the frame, panes and sash
 - (f) Doors
 - (g) Cellar/bulkhead doors.
4. Painting previously painted surfaces in color(s) historically appropriate for the period and style of the historic resource.
5. Repair of existing wheelchair ramps.
6. Installation of wheelchair ramps.
7. Repair, replace, or install new sidewalks or driveways that match the existing sidewalk or driveway in materials and dimensions.
8. Installation of walkways from house to garage
9. Repair or replacement of chimneys with the same material and dimensions.
10. Foundation repair

APPENDIX C

HUD PROGRAM SUMMARIES

(www.portal.hud.gov)

The following grant programs are authorized under this agreement, however additional HUD programs may be added at a later date. The summaries of each program were obtained from the HUD website.

Community Development Block Grant (CDBG) Program

Web link:

http://portal.hud.gov/portal/HUD?src=/program_offices/comm_planning/communitydevelopment/programs

The CDBG program works to ensure decent affordable housing, to provide services to the most vulnerable in our communities, and to create jobs through the expansion and retention of businesses. CDBG is an important tool for helping local governments tackle serious challenges facing their communities. The CDBG program has made a difference in the lives of millions of people and their communities across the Nation.

The annual CDBG appropriation is allocated between States and local jurisdictions called "non-entitlement" and "entitlement" communities respectively. Entitlement communities are comprised of central cities of Metropolitan Statistical Areas (MSAs); metropolitan cities with populations of at least 50,000; and qualified urban counties with a population of 200,000 or more (excluding the populations of entitlement cities). States distribute CDBG funds to non-entitlement localities not qualified as entitlement communities.

HUD determines the amount of each grant by using a formula comprised of several measures of community need, including the extent of poverty, population, housing overcrowding, age of housing, and population growth lag in relationship to other metropolitan areas.

Citizen Participation

A grantee must develop and follow a detailed plan that provides for and encourages citizen participation. This integral process emphasizes participation by persons of low or moderate income, particularly residents of predominantly low- and moderate-income neighborhoods, slum or blighted areas, and areas in which the grantee proposes to use CDBG funds. The plan must provide citizens with the following: reasonable and timely access to local meetings; an opportunity to review proposed activities and program performance; provide for timely written answers to written complaints and grievances; and identify how the needs of non-English speaking residents will be met in the case of public hearings where a significant number of non-English speaking residents can be reasonably expected to participate.

Eligible Activities

Over a 1, 2, or 3-year period, as selected by the grantee, not less than 70 percent of CDBG funds must be used for activities that benefit low- and moderate-income persons. In addition, each activity must meet one of the following national objectives for the program: benefit low- and moderate-income persons, prevention or elimination of slums or blight, or address community development needs having a particular urgency

Neighborhood Stabilization Program (NSP and NSP1) Funds

Web Link: <https://www.hudexchange.info/programs/nsp/>

NSP was established for the purpose of providing emergency assistance to stabilize communities with high rates of abandoned and foreclosed homes, and to assist households whose annual incomes are up to 120 percent of the area median income (AMI).

NSP funds may be used for activities which include, but are not limited to:

- Establish financing mechanisms for purchase and redevelopment of foreclosed homes and residential properties;
- Purchase and rehabilitate homes and residential properties abandoned or foreclosed;
- Establish land banks for foreclosed homes;
- Demolish blighted structures;
- Redevelop demolished or vacant properties

In addition, the use of NSP funds must also meet one of the following CDBG national objectives:

- Housing Activities: Providing or improving permanent residential structures that will be occupied by a household whose income is at or below 120% of area median income.
- Area Benefit Activities: Benefiting all the residents of a primarily residential area in which at least 51% of the residents have incomes at or below 120% of area median income.
- Limited Clientele Activities: Serving a limited clientele whose incomes are at or below 120% of area median income.

NSP grantees develop their own programs and funding priorities. However, grantees must use at least 25% of the funds appropriated to house individuals or families whose incomes do not exceed 50% of the area median income. Activities may not qualify under NSP using the CDBG "prevent or eliminate slums and blight" or "address urgent community development needs" national objectives.

HOME Investment Partnerships Program (HOME)

Web link:

<http://portal.hud.gov/hudportal/HUD?src=/programogices/commplanning/affordablehousing/programs/home/>

The HOME Investment Partnerships Program (HOME) provides formula grants to States and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people. HOME is the largest Federal block grant to state and local governments designed exclusively to create affordable housing for low-income households.

HOME funds are awarded annually as formula grants to participating jurisdictions (PJs). The program's flexibility allows States and local governments to use HOME funds for grants, direct loans, loan guarantees or other forms of credit enhancements, or rental assistance or security deposits.

Participating jurisdictions may choose among a broad range of eligible activities, using HOME funds to provide home purchase or rehabilitation financing assistance to eligible homeowners and new homebuyers; build or rehabilitate housing for rent or ownership; or for "other reasonable and necessary expenses related to the development of non-luxury housing," including site acquisition or improvement, demolition of dilapidated housing to make way for HOME-assisted development, and payment of relocation expenses.

Emergency Solutions Grant (ESG)

Web link: https://www.hud.gov/program_offices/comm_planning/esg

Provides grants by formula to States, metropolitan cities, urban counties and U.S. territories for eligible activities, generally including essential services related to emergency shelter, rehabilitation and conversion of buildings to be used as emergency shelters, operation of emergency shelters, and homelessness prevention services.

Self-Help Homeownership Opportunity Program (SHOP)

Web link:

http://portal.hud.gov/hudportal/HUD?src=/programoffices/comm_planning/affordablehousing/programs/shop

SHOP authorizes HUD to make competitive grants to national and regional nonprofit organizations and consortia that have experience in providing or facilitating self-help housing opportunities. Grants are to be used by the grantee or its affiliates for eligible expenses in connection with developing non-luxury housing for low-income families and persons who otherwise would be unable to purchase a house. Eligible expenses for grants are limited to land acquisition (including financing and closing costs), infrastructure improvements (installing, extending, constructing, rehabilitating, or otherwise improving utilities and other infrastructure), and administrative costs (up to 20 percent of the grant amount). Homebuyers must contribute a significant amount of sweat equity toward the construction of their homes. SHOP also requires community participation through volunteers who assist the homebuyers on the construction of the homes. Assisted units must be decent, safe, and sanitary non-luxury dwellings that comply with local building and safety codes and standards. These units must be sold to eligible low-income homebuyers at prices below the prevailing market price.

Community Development Block Grant – American Recovery and Reinvestment Act of 2009 (CDBG-R)

Web link: https://archives.hud.gov/recovery/docs/T29_DOC_119.pdf

HUD's Recovery Act funds support three themes that align with the broader goals of the Recovery Act:

(1) promoting energy efficiency and creating green jobs, (2) unlocking the credit markets and supporting shovel-ready projects, and (3) mitigating the effects of the economic crisis and preventing community decline. HUD's overriding objective in support of these goals is the creation and preservation of jobs.

The Recovery Act includes a \$1 billion appropriation for Community Development Block Grants (CDBG) to be used to assist states, local governments and the Insular Areas in funding a wide range of community development activities eligible under section 105 of the Housing and Community Development Act of 1974. \$10 million of this amount has been provided to the Indian CDBG program administered by the Office of Public and Indian Housing and is not covered by this plan.

The expected benefits of CDBG are to stabilize property values and prevent neighborhood blight. In addition, we will meet HUD's overriding goal of creating and preserving jobs. CDBG funds will provide financing for infrastructure activities, housing activities, economic development activities, public service activities, real property acquisition, and administrative costs. All activities, other than administrative costs, must meet one of the CDBG three national objectives: provide benefits to low- and moderate income persons; eliminate slums and blighting conditions; or address urgent needs and/or imminent threats within the community.

Rental Assistance Demonstration (RAD)

Web link: <https://www.hud.gov/rad/>

RAD was created in order to give public housing authorities (PHAs) a powerful tool to preserve and improve public housing properties and address the \$26 billion dollar nationwide backlog of deferred maintenance. RAD also gives owners of three HUD "legacy" program (Rent Supplement, Rental Assistance Payment, and Section 8 Moderate Rehabilitation) the opportunity to enter into long-term contracts that facilitate the financing of improvements.

RAD allows public housing agencies to leverage public and private debt and equity in order to reinvest in the public housing stock. This is critical given the backlog of public housing capital needs - estimated at over \$35 billion. In RAD, units move to a Section 8 platform with a long-term contract that, by law, must be renewed in perpetuity. A Use Agreement is also recorded under RAD further enforcing HUD's long-term interest. This ensures that the units remain permanently affordable to low-income households. Residents benefit from a right of return, a prohibition against re-screening, and robust notification and relocation rights. Residents continue to pay 30% of their adjusted income towards the rent, maintain the same basic rights as they possess in the public housing program, and gain a new option to request tenant-based assistance if they wish to subsequently move from the property. RAD maintains the ongoing public stewardship of the converted property through clear rules requiring ongoing ownership or control by a public or non-profit entity. RAD is highly cost-effective, relying on shifting existing levels of public housing funds to the Section 8 accounts as properties convert.

Community Challenge Planning Grant (CCPG)

Website: https://www.hud.gov/program_offices/economic_development/HUD-DOT_Community_Challenge_Grants

The Department of Housing and Urban Development's \$28 million Community Challenge Planning Grant Program fosters reform and reduces barriers to achieving affordable, economically vital, and sustainable communities. Such efforts may include amending or replacing local master plans, zoning codes, and building codes, either on a jurisdiction-wide basis or in a specific neighborhood, district, corridor, or sector to promote mixed-use development, affordable housing, the reuse of older buildings and structures for new purposes, and similar activities with the goal of promoting sustainability at the local or neighborhood level. This Program also supports the development of affordable housing through the development and adoption of inclusionary zoning ordinances and other activities to support planning implementation.