

PROGRAMMATIC AGREEMENT
BETWEEN
THE MICHIGAN STATE HISTORIC PRESERVATION OFFICER, AND
THE CITY OF GRAND RAPIDS
REGARDING THE ADMINISTRATION OF
LEAD HAZARD REDUCTION PROGRAMS AND ACTIVITIES FUNDED BY THE
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Grand Rapids (City), Michigan, has been awarded lead hazard reduction grants from the U.S. Department of Housing and Urban Development (HUD), and proposes to administer the Lead Hazard Control Program and the Lead Hazard Reduction Demonstration Program and to sub-grant a portion of these funds to other community organizations operating lead hazard reduction programs (collectively, Lead Programs); and

WHEREAS, the City has been awarded Community Development Block Grant (CDBG) and HOME Investment Partnerships Program (HOME) funding from HUD and proposes to use a portion of the CDBG and HOME funding for emergency lead-hazard reduction activities; and

WHEREAS, Title X of the Housing and Community Development Act of 1992 (PL 102-550), otherwise known as the Residential Lead-Based Paint Hazard Reduction Act of 1992, directs HUD to conduct a grant program for State and local governments to reduce lead-based paint hazards in privately-owned housing occupied by low- and moderate-income persons; and

WHEREAS, the purpose of Title X is to implement, on a priority basis, a broad program to evaluate and reduce lead-based paint hazards and the threat it poses for childhood lead poisoning; and

WHEREAS, pursuant to the Multifamily Housing Property Disposition Reform Act of 1994, HUD has allowed the responsibility for compliance with the requirements of Section 106 of the National Historic Preservation Act to be assumed by the City; and;

WHEREAS, the City has an existing Programmatic Agreement with the Michigan State Historic Preservation Officer (SHPO), executed on *August 16*, 2006 for non-lead hazard reduction activities under housing and community development programs funded by HUD; and

WHEREAS, in accordance with 36 CFR 800.14(v)(4), this Programmatic Agreement (Agreement) is considered a prototype agreement not requiring the Advisory Council for Historic Preservation (Council) to sign the Agreement; and

WHEREAS, on February 7, 2006, the Council declined to participate in the Agreement; and

WHEREAS, this Agreement shall not be used to evidence compliance with the terms, conditions, and requirements of Chapter 68 of Title V of the Code of the City of Grand Rapids, commonly known as the Historic Preservation Commission Ordinance; and

WHEREAS, the definitions given in Attachment A are applicable throughout this Agreement;

NOW, THEREFORE, the City and the SHPO agree that the Lead Program will be administered in accordance with the following stipulations to satisfy the City's Section 106 responsibilities for all individual undertakings of the Lead Programs.

STIPULATIONS

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

I. APPLICABILITY

The Agreement will be limited to the following programs:

Lead Hazard Control Program;
Lead Hazard Reduction Demonstration Program;
Community Development Block Grant (CDBG) – emergency lead hazard reduction activities only; and
HOME Investment Partnerships Program (HOME) – emergency lead hazard reduction activities only.

II. QUALIFIED PERSONNEL

- A. The City shall employ staff person(s) or contract with consultants having professional qualifications in anthropology, archaeology, architectural history, history, historic architecture, historic preservation, planning or related fields, as specified in the Secretary of the Interior's *Historic Preservation Professional Qualification Standards* (48 FR 44738-39, September 29, 1983). Such qualified staff (Preservation Specialist) will be responsible for administering the terms of this Agreement which require their particular expertise, and will coordinate with appropriate City departments, authorities, and agencies regarding Lead Programs assisted activities.
- B. If there is a change of staff in the Preservation Specialist position, the City shall notify the SHPO within fifteen (15) calendar days of the change and shall provide the SHPO with documentation of the new staff person's qualifications, as specified in the Secretary of the Interior's *Historic Preservation Professional Qualification Standards*, (48 FR 44738-39, September 29, 1983).
- C. If the City determines that it cannot employ qualified staff to administer the terms of this Agreement, it must follow regular Section 106 procedures, which include forwarding documentation to the SHPO for review.

III. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES

- A. In consultation with the SHPO, the City will identify districts, sites, buildings, structures, and objects that meet the criteria for listing in the National Register of Historic Places (hereinafter "properties") within areas where surveys have been conducted. This will include the 1981 Grand Rapids Central City Survey and any SHPO-approved studies thereafter.
- B. Properties fifty years of age or older that may be affected by the Lead Programs will be evaluated by the Preservation Specialist to determine if the properties meet the criteria for listing in the National Register of Historic Places, either individually or as contributing to a historic district. If an agreement on eligibility can be made locally, Lead Programs staff may proceed to implement projects in accordance with this Agreement.
- C. If the Preservation Specialist and Lead Programs staff cannot reach agreement on the eligibility of a property, the City will request a determination of eligibility from the SHPO, and will provide the following:
 1. For individual properties, documentation will include a completed SHPO "Historical Significance Response Sheet," a survey card, photographs of the property as well as streetscape views, a map indicating the property's exact location, a brief history, including when the structure was constructed, the name of the architect or builder, the names of early and subsequent occupants of the structure, and any history associated with those occupants.
 2. For districts, documentation will include maps, photographs, a statement of significance, a physical description, a listing of all the addresses of the properties within the district, and whether or not they are contributing or non-contributing.

- D. If the SHPO and the City disagree regarding the eligibility of a property or district, the City shall request a formal determination of eligibility from the Keeper of the National Register in accordance with 36 CFR 800.4(c).

IV. EXEMPT ACTIVITIES

The Lead Programs will not be required to consult with the Preservation Specialist, the SHPO, or the Council for the following exempt activities that have been determined to have limited potential to affect historic properties:

- A. Lead-based paint abatement/hazard reduction and management for properties that are less than fifty (50) years old.
- B. Abatement/hazard reduction of the rears of listed or eligible properties, additions, and outbuildings that do not contribute to the integrity of the listed or eligible property.
- C. Abatement/hazard reduction on existing vinyl, aluminum, or non-historic steel windows.

V. EMERGENCY ACTIVITIES

The Lead Programs will not be required to consult the Preservation Specialist, the SHPO, or the Council **prior to** the initiation of Interim Control activities for a property where a child has been found with an elevated lead blood level and immediate action is needed to minimize further risk. The Lead Programs will advise the Preservation Specialist of such actions within 14 days following the initiation of Interim Controls. Upon completion of Interim Control activities, the City will comply with the terms of the Programmatic Agreement prior to undertaking further activities on the effected property.

VI. ABATEMENT PROCEDURES FOR HISTORIC PROPERTIES

The City will implement the activities of its Lead Programs for properties listed in or eligible for listing in the National Register of Historic Places, in accordance with the three tiered approach outlined in Attachment B, and consistent with the procedures set forth in the National Park Service *Preservation Brief No. 37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing*.

A. Tier 1 Lead Projects - Retention/Repair/Maintenance Approach

- 1. For lead projects that will involve only Tier 1 activities, the Lead Programs will not be required to consult with the Preservation Specialist, the SHPO, or the Council.
- 2. In accordance with Stipulation XII. - Monitoring, the Lead Programs will retain appropriate documentation for all Tier 1 lead projects to provide evidence that activities were limited to treatments in this approach. This information will be available for review by the Preservation Specialist, the SHPO, or the Council upon reasonable notice.

B. Tier 2 Lead Projects - Substantial Repair/Replacement Approach

- 1. For lead projects that involve Tier 2 activities, the Lead Programs will adhere to the treatments contained in the Tier 2 approach.
- 2. The City, in consultation with the SHPO, will develop and implement procedures for review of Tier 2 lead activities by the Preservation Specialist.
- 3. The Lead Programs will submit the Summary of Work Section of the project specifications for properties that require lead activities listed in Tier 2 to the Preservation Specialist for review and comment prior to the initiation of project activities.
- 4. The Preservation Specialist will notify the Lead Programs whether it objects to the proposed method of abatement within ten (10) calendar days following receipt of the Summary of Work.
- 5. If the Preservation Specialist objects, and the objection cannot be resolved with the Lead Program Staff, the project will be referred to the SHPO for resolution. See Stipulation XI. - Dispute Resolution.

6. If the SHPO does not respond within thirty (30) calendar days, the Lead Programs will proceed with the activities in the project specifications.

C. Tier 3 Lead Projects - Replacement Approach

1. For lead projects that involve Tier 3 activities, the Lead Programs will design the lead treatments in accordance with the Tier 3 approach.
2. The City, in consultation with the SHPO, will develop and implement design guidelines for Tier 3 activities proposed for listed or eligible properties. The design guidelines will consider the significant elements of the listed or eligible properties and their existing condition, lead treatment costs, and life cycle maintenance costs.
3. The Lead Programs will consult with the Preservation Specialist during the development of project specifications for properties that require lead treatment activities listed in Tier 3.
4. As part of the consultation process, the Lead Programs will submit background documentation that evaluates the methods of abatement. This documentation will include, but is not limited to:
 - a. Kent County Health Department records, third-party Risk Assessments, or documented reports on lead contamination of the property;
 - b. Condition assessments for various historic elements of individual listed or eligible properties;
 - c. Alternative treatments considered and the cost estimates for each;
 - d. Life cycle maintenance costs related to each alternative; and
 - e. Proposed measures to mitigate or minimize adverse effects.
5. The Lead Programs will comply with Stipulation VII. - Resolution of Adverse Effects and execute a Standard Mitigation Measures Agreement with the Preservation Specialist, if appropriate, or a Memorandum of Agreement which includes alternative mitigation measures prior to implementation of abatement activities outlined in Tier 3. If the Lead Programs and the Preservation Specialist are unable to negotiate a Standard Mitigation Measures Agreement or a Memorandum of Agreement, the project will be referred to the SHPO for resolution. See Stipulation VII. - Resolution of Adverse Effects for more information on the Agreements cited in this section.

VII. RESOLUTION OF ADVERSE EFFECTS

- A. Following review of the Summary of Work section of the project specifications and background documentation, the Preservation Specialist will determine whether it is appropriate to execute a Standard Mitigation Measures Agreement, as outlined in Attachment C, for Tier 3 lead activities. The Preservation Specialist will advise the Lead Programs of their decision within ten (10) calendar days following receipt of adequate documentation.
- B. When the Preservation Specialist determines that it is appropriate to execute a Standard Mitigation Measures Agreement, the Agreement will be signed by both the Lead Programs and Preservation Specialist.
- C. The City shall forward a copy of the Standard Mitigation Measures Agreement to the SHPO, along with necessary documentation on the project including a photograph of the project property, the location of the property, and specifications of the work to be done. The SHPO will have 30 calendar days to review the Standard Mitigation Measures Agreement and offer comments. If the SHPO chooses not to comment within 30 calendar days, the city can proceed with the work according to the Standard Mitigation Measures Agreement.
- D. The Lead Programs will retain individual project files for each abatement/hazard reduction project that requires the preparation of a Standard Mitigation Measures Agreement.
- E. If the Lead Programs and the Preservation Specialist cannot negotiate a Standard Mitigation Measures Agreement or Memorandum of Agreement which includes alternative mitigation measures for the treatment of the property, the Preservation Specialist will notify the SHPO accordingly.

1. The SHPO will review the Summary of Work section of the project specifications and other documentation submitted for review, and make a determination on the contents of a Standard Mitigation Measures Agreement or Memorandum of Agreement.
2. If the SHPO does not respond within thirty (30) calendar days of receiving adequate documentation, the City will assume concurrence with the project specifications and/or documentation and the Lead Programs will proceed with lead treatment activities.
3. If the SHPO responds within thirty (30) calendar days, and the Lead Programs does not agree with the determination of the SHPO, it may consult the Council in accordance with 36 CFR Section 800.5(e) and Stipulation XI. – Dispute Resolution.

VIII. REVIEW OF MODIFICATIONS TO APPROVED ACTIVITIES

- A. The Lead Programs will notify the Preservation Specialist of any proposed modifications (e.g., Addenda and Change Orders) to previously approved project specifications or Standard Mitigation Measures Agreements developed in accordance with Stipulations VII. – Resolution of Adverse Effects, prior to the initiation of project activities.
 1. If the Preservation Specialist determines that the modifications are acceptable, he or she will notify the Lead Programs in writing within ten (10) calendar days.
 2. If the Preservation Specialist determines that the modifications are unacceptable, the Preservation Specialist will consult with the SHPO to resolve the issue. If the SHPO and the City cannot reach agreement, the City will request the Council's recommendations regarding the dispute in accordance with procedures in Stipulation XI. - Dispute Resolution.

IX. PUBLIC PARTICIPATION

- A. Public notice of the Lead Programs will be made annually in the Grand Rapids Press explaining the nature and extent of the Programs. The City will hold an annual public meeting to discuss the effect of the lead abatement/reduction activities on the character of listed or eligible properties.
 1. City residents will be given at least fourteen (14) calendar days notice of this meeting and the meeting will be held at a time and location that is convenient for residents.
 2. The City may use other meetings and forums that may be required for federally-funded housing and community programs to satisfy this public involvement requirement.
- B. The City will notify the SHPO of the public interest in any lead abatement or reduction treatments covered under the terms of this Programmatic Agreement. Should the public raise an objection pertaining to the treatment of an historic property, the City and the SHPO will take the objection into account. The Council will participate in the consultation when it receives a request from the public pursuant to 36 CFR Section 800.6(e), or when the City requests Council participation pursuant to Stipulation XI. - Dispute Resolution.

X. ADMINISTRATIVE COORDINATION

- A. Within ninety (90) days following execution of this Agreement, the City will develop internal review procedures to ensure that activities under the Lead Programs are implemented in accordance with the terms of the Agreement. The procedures will outline how historic preservation reviews will be coordinated and the documentation the Lead Programs partners will retain in individual project files. A copy of the procedures will be submitted to the SHPO.
- B. The City will ensure that work will not commence before the completion of the Section 106 review. Upon written request from the City, the SHPO shall conduct workshops to train City employees on the technical requirements of the Programmatic Agreement.

XI. DISPUTE RESOLUTION

- A. If the City Program 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 City shall consult with the SHPO. The SHPO shall review the issue referred by

the City and comment within thirty (30) calendar days.

- B. If the City does not agree with the SHPO's comments, pursuant to 36 CFR § 800.7(b), the City shall forward all documentation relevant to the dispute to the Council. Within forty-five (45) calendar days following the receipt of adequate documentation, the Council shall either:
1. Provide the City with recommendations, which the City shall take into account in reaching a final decision regarding the dispute (36 CFR § 800.7(b)); or
 2. Notify the City that it shall comment pursuant to 36 CFR § 800.7(c), and proceed to comment. Any Council comment provided in response to such a request shall be taken into account by the City in accordance with 36 CFR § 800.7(c)(4) with reference to the subject of the dispute.
- C. The Council's responses to such request shall be taken into account by the City in accordance with 36 CFR § 800.7(c) with reference only to the subject of dispute; the City's responsibility to carry out all actions under this Agreement that are not the subject of the dispute shall remain unchanged.

XII. MONITORING

- A. The City shall prepare an annual report summarizing Lead Programs activities carried out pursuant to the terms of this Agreement. The City will forward copies of this report to the SHPO and other parties who may so request. The first report will be submitted on August 31, 2007 for the period starting with the execution of this Agreement through June 30, 2007. Subsequent reports will be submitted every August 31st thereafter for the previous July – June fiscal year.
- B. The City will retain individual project files which contain determinations of eligibility, the comments of the SHPO, written authorization from the Preservation Specialist or the SHPO, specifications and work write-ups, before and after photographs, and other pertinent documentation, for at least three (3) years following the completion of the activity.
- C. The SHPO will meet with the City in March 2007 to determine how the City is complying with the terms of the Agreement and what, if any, modifications are required.

XIII. EFFECTIVE DATE

This Programmatic Agreement will take effect on the date it is signed by the City and the SHPO. The Programmatic Agreement will remain in effect until the City has expended all funds it has received from HUD for the Lead Programs in this and subsequent selection rounds, unless terminated pursuant to Stipulation XV. - Termination.

XIV. AMENDMENTS

- A. Any party to this Programmatic Agreement may request that it be amended or modified, whereupon the City, the SHPO, and the Council will consult in accordance with 36 CFR § 800.14 to consider such revisions.
- B. Any resulting amendments or addenda will be developed and executed among the City, the SHPO, and the Council in the same manner as the original Programmatic Agreement.

XV. TERMINATION

Any party to this Programmatic Agreement may terminate the agreement by providing sixty (60) calendar days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination.

XVI. COORDINATION WITH OTHER FEDERAL PROGRAMS

Should other federal agencies provide financial assistance to the City for the implementation of lead hazard reduction programs or projects, they may satisfy their Section 106 compliance responsibilities by accepting and complying with the terms of this Agreement. The City or the federal agency will notify the SHPO and the Council in writing of its intent to adhere to this Agreement in lieu of case-by-case Section 106 reviews.

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

MICHIGAN STATE HISTORIC PRESERVATION OFFICER:

By: Brian D. Conway Date: 7/31/06
Brian D. Conway, SHPO

CITY OF GRAND RAPIDS:

By: [Signature] Date: 8/14/06
George K. Heartwell, Mayor

Attest: Mary Therese Hegarty Date: 8-16-06
Mary Therese Hegarty
City Clerk

APPROVED FOR MAYOR'S SIGNATURE

[Signature]
DEPARTMENT OF LAW

ATTACHMENT A

DEFINITIONS

Abatement means any set of measures designed to permanently eliminate lead-based paint hazards in accordance with standards established by appropriate federal agencies. Abatement includes: 1) the removal of lead-based paint and lead-contaminated dust, the permanent containment or encapsulation of lead-based paint, the replacement of lead-painted surfaces or fixtures, and the removal or covering of lead-contaminated soil; and 2) all preparation, clean-up, disposal, and post-abatement clearance testing activities associated with such measures.

Accessible surface means an interior or exterior surface painted with lead-based paint that is accessible for a young child to mouth or chew.

City means the City of Grand Rapids and its lead grant partners that receive federal funds from the City.

Costly or high-cost means the cost of treating a property relative to the: 1) the value of the property; 2) the number of properties to be treated; and, 3) the resources available to treat such properties.

Deteriorated paint means any interior or exterior paint that is peeling, chipping, chalking or cracking or any paint located on an interior or exterior surface or fixture that is damaged or deteriorated.

Elevated blood lead level means a level of lead in the blood greater than that recommended by the Center for Disease Control and Prevention. At the time that this document was signed, the recommended level was 10 micrograms of lead per deciliter of blood in a child.

Friction surface means an interior surface that is subject to abrasion of friction, including window, floor and stair surfaces.

Hazard reduction means measures designed to reduce or eliminate human exposure to lead-based paint hazards through methods including interim controls and abatement.

High-risk means the presence of deteriorated lead-based paint, lead-based paint on an accessible surface or lead-based paint on a friction surface.

Impact surface means an interior or exterior surface that is subject to damage by repeated impacts, for example, certain parts of door frames.

Interim controls means a set of measures designed to reduce temporarily human exposure or likely exposure to lead-based paint hazards, including specialized cleaning, repairs, maintenance, painting, temporary containment, ongoing monitoring of lead-based paint hazards or potential hazards, and the establishment and operation of management and resident education programs.

Lead Programs means the lead hazard reduction programs and activities funded in whole or in part with HUD lead hazard reduction funding granted to the City and identified in this Programmatic Agreement and the City and sub-grantee staff responsible for their implementation.

ATTACHMENT B

HUD-FUNDED LEAD HAZARD REDUCTION ACTIVITIES PROGRAM GUIDE: LEAD-BASED PAINT IN LOW- AND MODERATE-INCOME HISTORIC HOUSING

The purpose of this guide is to assist the City in its undertaking of federally-funded lead hazard reduction (LHR) activities for low- and moderate-income housing that is eligible for or listed in the National Register of Historic Places, or is contributing to a registered historic district. These undertakings must attempt to meet minimum historic preservation concerns while maximizing the elimination of high-risk sources of lead.

This guide uses a 3-tiered approach. Tier 1 (Retention/Repair/Maintenance) activities will not need to be reviewed property by property under the terms of this Agreement. Tier 2 (Substantial Repair/Replacement) and Tier 3 (Replace/Remove Extremely Deteriorated Elements) activities will require consultation with the Preservation Specialist, and possibly the SHPO and the Council, and execution of Standard Mitigation Measures Agreement or Memorandum of Agreement prior to project implementation unless alternative procedures have been negotiated with the SHPO.

The buildings falling within this guide are low- to moderate-income housing units that contribute to historic districts listed in or eligible for the National Register of Historic Places, and which are receiving **limited** federal funds for lead hazard reduction activities. Buildings which are individually listed in the National Register generally have a higher level of architectural integrity, and any lead abatement work must be carefully coordinated with the Preservation Specialist. In addition to lead hazard reduction grant activities, this guide will be used for housing units that are undergoing substantial rehabilitation where LHR work is being incorporated with other work funded by the Community Development Block Grant and HOME Investment Partnerships programs. This guide is not a substitute for comprehensive review of projects receiving Tax Credits for historic rehabilitation or covered under the local Historic Preservation designation.

The goal of this guide is to protect the most significant elements of an historic building that convey its history to the community, while providing relief from high cost, time-consuming, and short-lived lead hazard reduction treatments.

GENERAL GUIDANCE

While the City is encouraged to retain and repair historic features, particularly when these features are an integral part of a building's historic character, replacement is a viable option when a feature is too deteriorated or costly to repair. The replacement element should match the historic element's design, color, texture and other visual qualities and where possible materials. If the same kind of material is not technically or economically feasible, a visually compatible substitute material may be used. If a decorative feature is missing, it does not need to be replaced unless failure to replace it is in conflict with other State or local codes. If historic elements have been modified or replaced with elements not consistent with the architectural period of the listed or eligible district or particular housing unit prior to lead hazard reduction activities, the City will not be responsible for replacing those elements with in-kind materials. Compatible materials to the original shall be use if it is economically feasible.

The following **original/significant** elements will be evaluated:

BUILDING EXTERIOR

Primary elevations (street-facing elevations and those portions of other elevations which can be seen from the public right-of-way) their wall surfaces, original windows, primary window and door frames and trim, cornice treatments, original front or visible side doors, porch or other distinctive features.

BUILDING INTERIORS

Entrance vestibules or halls, front staircases, main first floor parlor or living rooms with architecturally significant detailing, front window or door trims and casings, other significant trim and other rooms which posses a high degree of architectural detailing or ornamentation. Interior spaces that do not include significant historical detailing and specifically kitchens and bathrooms are not subject to review under this Programmatic Agreement.

**HUD-FUNDED LEAD HAZARD REDUCTION ACTIVITIES PROGRAM GUIDE:
LEAD-BASED PAINT IN LOW- AND MODERATE-INCOME HISTORIC HOUSING**

TIER 1 APPROACH: Retention/Repair/Maintenance

Treatment in this tier focuses primarily on stabilization and removal of chipping, peeling or flaking lead-based paint. Lead hazard reduction activities do not involve the extensive replacement or removal of historic elements.

BUILDING EXTERIOR

Primary Walls: Remove chipping, peeling or flaking paint (e.g., wet sand, chemical strip) prime, and repaint.

Primary Window Sashes: Wet sand or strip historic sash to remove friction areas and repaint. The modification of historic sash to accommodate the installation of a vinyl or metal jamb lining system is acceptable provided that the jamb liner does not project beyond the face of the existing blind stop.

Primary Window/Door Frames: Retain in place, repair, remove chipping, peeling or flaking paint and repaint, use jamb liners, if appropriate, at friction surfaces; or replace frame with new to duplicate the visual components of the historic frame and opening (i.e., no coil stock). Substitute materials, including metal and vinyl, may not be used.

Cornice, Decorative Moldings, Porches: Repair as required, remove chipping, peeling or flaking paint and repaint. Porch decks that have been painted may be encapsulated for a new surface.

Original Front Door: Strip and remove paint from friction surfaces, or use jamb liners. If original door contains extensive glass and cannot be made physically secure, store door on property, or replace door with one that matches the panel, light, and detail configuration appropriate to the architectural period of the house (e.g., two panel wood door with glass to 2 panel steel/fiberglass door with glass).

BUILDING INTERIOR

Vestibule: Repair, wet sand and repaint walls, trim, and other elements; retain tile or marble floor or wainscot finishes; retain transoms although they may be made inoperable. Repair historic elements as required.

Front Staircase and Risers: Wet sand and repaint railings, replace broken balusters with matching ones. Treads and risers may be covered with an appropriate rigid underlayment with carpeting or a washable surface such as vinyl tile or rubber stair treads.

Front Parlor/Living Room: Repair damaged plaster, repaint walls with encapsulant paint if necessary or regular paint if permissible. Retain all decorative elements such as mantels, built-in cupboards, baseboards, window and door trim, etc.

Front Window/Door Casings/Parlor Doors: Repair as required, wet sand or strip the paint as required for wood trim for windows, parlor doors, and door casings. If there are pocket doors, retain in place, or retract into pockets and make inoperable. Repaint wooden elements with regular paint or encapsulant paint.

Common Areas (e.g., walls, baseboards, windows and window trim, doors and door casing in interior common areas of a multi-family structure): Wet sand or strip paint as required, wood trim for windows, window trim, doors and door casings. If there are pocket doors, retain in place, or retract into pockets and make inoperable. Repaint wooden elements with regular paint or encapsulant paint. Repair damaged plaster, wet sand and repaint walls with encapsulant paint if necessary or regular paint if permissible. Retain all decorative elements. Repair historic elements as required.

**HUD-FUNDED LEAD HAZARD REDUCTION ACTIVITIES PROGRAM GUIDE:
LEAD-BASED PAINT IN LOW- AND MODERATE-INCOME HISTORIC HOUSING**

TIER 2 APPROACH: Substantial Repair/Replacement

Treatments in this tier require more extensive repair and, in some cases, replacement of historic elements with in-kind or closely matching materials. Proposals for substantial replacement will be based upon existing conditions and analysis of cost estimates for alternative treatments.

BUILDING EXTERIOR

Primary Walls: Substantial repairs, repainting or replacement of materials, such as wooden siding, should closely match the historic configuration. Based upon the level of deterioration of the historic siding, it may be appropriate to install some types of synthetic siding on an historic property. The installation of these substitute materials shall be undertaken when: 1) the use of replacement historic siding is not technically or economically feasible; 2) appropriate measures have been taken to identify and correct existing moisture problems and appropriate vapor barriers are installed along with the siding; 3) the substitute materials match the width, texture, and configuration of the historic wood siding; and 4) decorative wood features such as window and door surrounds, cornices, brackets, and entablatures are maintained to the extent feasible (see the National Park Service's *Preservation Brief 3: Conserving Energy in Historic Buildings* and *Preservation Brief 8: Aluminum and Vinyl Siding on Historic Buildings: The Appropriateness of Substitute Materials for Resurfacing Historic Wood Frame Buildings*). The installation of vinyl or aluminum siding is not appropriate at this tier.

Primary Window Sashes: Wet sand or strip historic sash to remove paint from friction areas and repaint, or replace sash with new to match the visual components of the historic sash. Multiple pane configurations (e.g., 2/2, 6/6) shall be maintained and should be replicated with true divided light windows. Applied grills to simulate historic windows may be considered with Preservation Specialist approval. Simulated divided light system must include; an exterior grill closely resembling the profile, proportions and dimensions of the existing exterior glazing, a spacer within the glass unit which duplicated the pattern of the exterior grill and an interior grill which closely resembling the profile, proportions and dimensions of the existing interior muntins. The exterior and interior grill shall be laminated directly to the surface of the glass. Snap on grills are not acceptable. Substitute materials, including metal and vinyl, may be used if they closely replicated the historic sash. In many cases there is additional flexibility in the replacement of windows on side and rear elevation not visible from the street.

Primary Window/Door Frames: Replacement should match existing frames and trim and should be compatible with the architectural period of the building. The replacement frame may slightly modify the original opening dimensions ($\pm 3\%$ of existing glass area). Stabilize paint and repaint with regular or encapsulant paint. Use jamb liners when appropriate.

Cornice, Decorative Moldings, Porches: Replacement of deteriorated elements, such as cornice, porch columns, or porch railings should closely match original features. Painted porch decks may be covered or replaced with a new surface.

Original Front Door: Replacement doors should closely match existing or be compatible with the architectural style of the building. Doors designed to reflect another period or style should not be used.

BUILDING INTERIOR

Vestibule: Removal of deteriorated decorative elements (e.g., tile wainscot, marble flooring, wood trim) should be identified. Patch existing plaster walls or replace with drywall if necessary and replace trim work in-kind, as appropriate.

Front Staircase: Replacement of damaged banister and railing should be closely matched or be of appropriate design, either with turned or simple balusters.

Front Parlor/Living Room: Repair damaged plaster, repaint walls with encapsulant paint if necessary, or regular paint if permissible. Extensive plaster deterioration may be replaced with drywall. Historic trim and molding replaced in-kind, and retain all decorative elements such as mantels, built-in cupboards, etc.

Front Window/Door Casings/Parlor Doors: Wet sand or strip paint as required from wood trim for windows, parlor doors, and door casings. Repairs or replacements should closely match the historic elements. If there are pocket doors, retain in place, or retract into pockets and make inoperable. Repaint wooden elements with regular paint or encapsulant paint.

Common Areas (e.g., walls, baseboards, windows and window trim, doors and door casing in interior common areas of a multi-family structure): Wet sand or strip paint as required, wood trim for windows, window trim, doors and door casings. If there are pocket doors, retain in place, or retract into pockets and make inoperable. Repaint wooden elements with regular paint or encapsulant paint. Repair damaged plaster, wet sand and repaint walls with encapsulant paint if necessary or regular paint if permissible. Retain all decorative elements. Repair historic elements as required.

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LEAD-BASED PAINT IN LOW- AND MODERATE-INCOME HISTORIC HOUSING**

TIER 3 APPROACH: Replace/Remove Extremely Deteriorated Elements

This tier requires full review by the Preservation Specialist, and possible consultation with the SHPO and the Council. It applies to all replacement and removal activities not covered in Tier 2 or by optional procedures or alternative design guidelines developed in accordance with Stipulation V.B. In some cases, it is anticipated that the extreme level of deterioration or lead contamination of historic elements will require removal of elements and possible replacement with incompatible non-historic elements. When design guidelines have not been developed for Tier 3 activities, a Standard Mitigation Measures Agreement or Memorandum of Agreement shall be executed after the City has substantiated the need for invasive abatement measures with background documentation that summarizes existing conditions and cost estimates for various treatments.

BUILDING EXTERIOR

Primary Walls: Cladding with substitute materials, such as vinyl or aluminum siding, is appropriate when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the Lead Programs and the Preservation Specialist warrants such action.

Primary Window Sashes: Substitute materials, including metal and vinyl, are appropriate if they closely replicate the historic sash and when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the Lead Programs and the Preservation Specialist warrants such action. In many cases there is additional flexibility in the replacement of windows on side and rear elevation not visible from the street.

Primary Window/Door Frames: Panning over frames and jack-arch panels with coil stock or rigid enclosures or complete removal of frames is appropriate when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the Lead Programs and the Preservation Specialist warrants such action.

Cornice, Decorative Moldings, Porches: Covering, boxing in, or removing any significant decorative element is appropriate when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the Lead Programs and the Preservation Specialist warrants such action.

BUILDING INTERIOR

Vestibule: Removal of inside door, trim, casings and moldings without in-kind replacement is appropriate when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the Lead Programs and the Preservation Specialist warrants such action. Panning over frames with coil stock is not appropriate unless there is no other cost effective option.

Front Staircase: Removal of the staircase or creating a separately enclosed staircase, or encasing the historic banister in a solid half wall, is appropriate only when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the Lead Programs and the Preservation Specialist warrants such action.

Front Parlor/Living Room: Removal of historic wall finishes and decorative trim and features without in-kind replacement is appropriate when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the Lead Programs and the Preservation Specialist warrants such action.

Front Window/Door Casings/Parlor Doors: Removal of trim, jambs, doors and/or casings without in-kind replacement is appropriate when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the Lead Programs and the Preservation Specialist warrants such action.

Common Areas (e.g., walls, baseboards, windows and window trim, doors and door casing in interior common areas of a multi-family structure): Removal of wood trim for windows, window trim, doors, door casings, historic

wall finishes and decorative trim and features without in-kind replacement is appropriate when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the Lead Programs and the Preservation Specialist warrants such action. Removal of the staircase or creating a separately enclosed staircase, or encasing the historic banister in a solid half wall, is appropriate only when the level of deterioration, lead contamination, economic constraints, or other mitigating circumstances agreed to by the Lead Programs and the Preservation Specialist warrants such action.

ATTACHMENT C

STANDARD MITIGATION MEASURES FOR ADVERSE EFFECTS INVOLVING TIER 3 ABATEMENT/HAZARD REDUCTION ACTIVITIES

- A. The Lead Programs and the Preservation Specialist may develop and execute an Agreement that includes one or more of the following Standard Mitigation Measures for activities covered under Tier 3 treatments. The SHPO shall be provided the opportunity to review and comment on these Agreements.
1. The City shall ensure that prior to the initiation of lead hazard reduction activities on the listed or eligible property, said property is photographically documented in accordance with guidelines established by the SHPO. The Preservation Specialist, in consultation with the SHPO, will identify an appropriate archive for the deposit of recordation materials and the Lead Programs will be responsible for submitting such materials. The Preservation Specialist, with the SHPO's approval, may waive the recordation requirement, as it deems appropriate.
 2. The Lead Programs, in consultation with the Preservation Specialist, may develop design guidelines for the replacement of deteriorated significant elements of listed or eligible properties that are proposed for lead treatment activities. Design guidelines shall be forwarded to the SHPO for review and approval before being implemented. The Lead Programs will adhere to the approved design guidelines during the development of project specifications. Final plans and specifications will be submitted to the Preservation Specialist for review and approval.
 3. The parties recognize that specifications may be inconsistent with recommended treatments in the Tier 3 Approach of Attachment B of this Programmatic Agreement. Inconsistent work may be determined appropriate due to the amount of lead contamination, level of deterioration, or estimated cost of replacement with in-kind or compatible materials. The Lead Programs will implement the lead treatment project in accordance with the specifications approved by the Preservation Specialist.