

Programmatic Agreement
Between
The City of Winston-Salem
And
North Carolina State Historic Preservation Officer
For
The Old Cherry #2 Redevelopment Plan
Forsyth County, North Carolina

WHEREAS, the City of Winston-Salem (City) proposes to use Community Development Block Grant (CDBG) funds, the HOME Investment Partnership Program Act (HOME), and other state and federal programs to implement the Old Cherry #2 Redevelopment Project (the Undertaking) within the Old Cherry Historic District (OCHD), a property determined eligible for listing in the National Register of Historic Places; and

WHEREAS, the Undertaking includes the acquisition, demolition, and rehabilitation of buildings within the OCHD as well as combining and subdividing existing lots, new construction, and infrastructure improvements to complete the Undertaking; and

WHEREAS, the City has determined that the implementation of the Undertaking will have an adverse effect upon the OCHD as defined in 36 CFR Part 800, the regulations of the Advisory Council on Historic Preservation (Council) for implementing Section 106 of the National Historic Preservation Act, as amended (16 U.S.C.470f); and

WHEREAS, the City has been designated a Certified Local Government pursuant to the National Historic Preservation Act of 1980(PL 96-151) and the corresponding regulations (36 CFR Parts 61.5 and 61.7); and

WHEREAS, the City and North Carolina State Historic Preservation Officer (SHPO) have consulted in the development of this Programmatic Agreement, in accordance with the Council's regulations;

NOW, THEREFORE, the City and SHPO agree that administration and implementation of the Undertaking by the City, in accordance with the following stipulations, will provide measures adequate to avoid or satisfactorily mitigate any adverse effect on historic properties.

Stipulations

I. Qualifications of City Staff

The City shall ensure that it employs a Historic Preservation Planner (HPP) who, at a minimum, meets the *Secretary of Interior's Professional Qualification Standards* (48 CFR Part 738.9) for Architectural History or Historic Architecture.

The current HPPs are C. LeAnn Pegram and Michelle M. McCullough. Should either or both of them, or any subsequent HPP, leave that position, the City will notify the SHPO in writing that the

position is vacant. Until a qualified candidate is employed to fill the HPP position, all activities that are part of the Undertaking shall be individually reviewed by the SHPO.

II. Training of City HPPs and Rehabilitation Staff

In consultation with the SHPO, the City will provide training for the HPPs and members of its Community Development staff, who are involved with the Undertaking, to ensure that they are aware of the stipulations of this Agreement, including the use of the *Secretary of the Interior's Standards for Rehabilitation and New Construction* (Appendix A). The City will schedule and provide a location for the training, which will be conducted by members of the State Historic Preservation Office (SHPO).

III. Evaluation and Documentation of OCHD

- A. Within one year following the execution of this Agreement, the City shall prepare and submit to the SHPO a National Register nomination form and supporting documentation for the OCHD. The nomination and supporting documentation shall comply with all applicable federal and state regulations, guidelines, and policies.
- B. Upon completion of the Undertaking, the City shall re-evaluate the OCHD and amend the nomination as necessary to account for the changes to the district as a result of the Undertaking.

IV. Development of Site Plans and Infill Housing Prototypes

- A. In consultation with the SHPO, the City shall develop and require standards and guidelines for the development of vacant lots within the OCHD, including lots that may be created by combining and/or re-dividing existing vacant lots and those that are cleared as a result of demolitions. The standards and guidelines shall be compatible with the historic character of the OCHD and include provision for adequate parking in a manner that does not adversely affect the historic district.
- B. In consultation with the SHPO, the City shall develop several infill-housing prototypes that meet the *Secretary of the Interior's Standards for New Construction*. Use of the prototype plans for new residences will not adversely affect the historic district nor require consultation with the SHPO.

V. Rehabilitation Activities

The following activities have limited potential to affect the OCHD and will not require review by the SHPO when approved in writing by the City's HPP.

- A. Projects in public areas; including, but not limited to:
 1. Installation and maintenance of sidewalks, curbing, and handicapped curb cuts.
 2. Repair or in-kind replacement of existing streetlights, signs, traffic lights, or existing utility lines.
 3. Resurfacing or re-stripping of roadways and parking areas.
- B. Rehabilitation
 1. Exterior

- a. Caulking, weather-stripping, reglazing.
 - b. Installation or replacement of gutters and downspouts.
 - c. Storm windows provided they conform to the shape and size of the historic windows and the meeting rail coincides with that of the existing sash. Color shall match trim; mill finish aluminum is not acceptable.
 - d. In-kind replacement - this is understood to mean that the new features/items will duplicate the material, dimension and detailing of the original:
 - 1) Porches, including railings, posts/columns, brackets, cornices, steps, and flooring
 - 2) Roofs
 - 3) Siding
 - 4) Exterior architectural details and features
 - 5) Windows, including the frame, panes, and sash.
 - e. Rebuilding of existing wheelchair ramps and the installation of temporary handicap ramp.
 - f. Painting except for previously unpainted masonry.
 - g. Clean and seal treatments.
2. Interior

- a. Plumbing rehabilitation/replacement, including pipes and fixtures in either the bathroom or kitchen.
- b. Heating system rehabilitation/replacement/cleaning including furnaces, pipes, radiators, or other heating units.
- c. Electrical wiring, switches, and receptacles.
- d. Restroom improvements for handicapped access provided work is contained within the existing restroom.
- e. Interior surface (floors, walls, ceilings, woodwork) treatments provided the work is restricted to repainting, refinishing, repapering, or laying carpet or linoleum.
- f. Insulation provided it is restricted to ceilings, attic, and crawl spaces.
- g. Repair of or pouring of, concrete basement floor.

C. All other rehabilitation activities, which may have an effect on the OCHD or are within the OCHD, will be determined to have no adverse effect, if the activities meet the *Secretary of the Interior's Standards for Rehabilitation* and are approved in writing by the HPP.

D. Acquisition of properties when there is written assurance by the City's HPP that the properties will be secured and protected from the elements pending their disposal or reuse pursuant to 36 CFR Part 800. Securing the properties should, at a minimum, take into consideration the recommendations of the National Park Service contained in *Preservation of Briefs #31, Mothballing Historic Buildings*, and include implementation of appropriate measures.

VI. Demolition and New Construction

- A. Demolition of a non-contributing property within or any property immediately adjacent to the OCHD will not adversely affect the historic district and will not require review by the SHPO.

Contributing and non-contributing properties within the OCHD are indicated on *Map 5: Preliminary National Register of Historic Places Information* (Appendix B).

- B. Demolition of a contributing property within the OCHD will adversely affect the historic district and require consultation between the City and SHPO in accordance with 36 CFR 800.6 of the Council's regulations to determine if the adverse effect can not be avoided or adequately mitigated.
- C. Use of the infill-housing prototypes, developed under Stipulation VI. B, within or immediately adjacent to the OCHD will not adversely affect the historic district. The proposed use of any other plans for new construction within or immediately adjacent to the OCHD shall be reviewed by the HPP to determine if the proposed plans are compatible with the historic character of the historic district. If the plans are compatible, no further review will be required. If the plans are not compatible and will adversely affect the historic district, the City and SHPO shall consult in accordance with 36 CFR 800.6 to resolve the adverse effect.

VII. Public Involvement and Educational Efforts

The City shall undertake efforts to educate the public, especially property owners within the Old Cherry #2 Redevelopment Area, about the historical significance of the OCHD and the benefits of rehabilitation, including the financial benefits available for projects that meet the Secretary of the Interior's Standards and qualify for state and federal investment tax credits. The City in cooperation with the HPO shall present at least on "Tax Act Workshop" for owners within the OCHD.

VIII. Record-keeping and Reporting

The City shall maintain written records regarding all activities carried out as part of the Undertaking. On each anniversary of the ratification of this Agreement the City shall submit a report to the SHPO summarizing the activities implemented during the proceeding year, indicating the finding of effect for the activities, and the action taken by the HPP with regard to each activity. The City shall maintain separate files for all rehabilitation projects that were a part of the Undertaking. The files shall include before and after photographs (either black and white or color), complete work write-ups, and final cost figures for each rehabilitation and be available to the SHPO upon his written request for review.

IX. Dispute Resolution

Should the SHPO object within thirty (30) days to any proposed activities pursuant to this Agreement; the City shall consult with the SHPO to resolve the objection. If the City or SHPO determines that the objection cannot be resolved, the City shall request the further comments of the Council pursuant to 36 CFR Part 800.7 (c). Any Council comment provided in response to such a request will be taken into account by the City. The City's responsibility to carry out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

X. Agreement Modification and Termination

- A. This Programmatic Agreement will continue in full force and effect until January 2009 or the completion of the Undertaking, whichever date is later. At anytime, the City may request in writing that the North Carolina SHPO review the City's implementation of the Undertaking to

date and consider an extension or modification to this Programmatic Agreement. No extension or modification will be effective unless all parties to the Programmatic Agreement have agreed to it in writing.

- B. Any party to this Programmatic Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR Part 800.6 (c) (7) to consider such amendment.
- C. Any party to this Programmatic Agreement may terminate it by providing thirty (30) 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. In the event of termination, the City will comply with 36 CFR Parts 800.4 through 800.6 with regard to any individual activities that are part of the Undertaking.

Execution and implementation of this Programmatic Agreement evidences that the City has afforded the Council a reasonable opportunity to comment on the Old Cherry #2 Redevelopment Plan and that the City has taken into account effects of the Undertaking on historic properties.

Agreed:

City of Winston-Salem



City Manager

1-5-04

Date

State Historic Preservation Officer



1/16/04

Date

Filed by:

Advisory Council on Historic Preservation

Executive Director

Date