



Preserving America's Heritage

May 2, 2018

Ms. Cynthia Johnson Elmore  
Historic Preservation Officer  
Planning & Design Services  
444 South Fifth Street, Suite 300  
Louisville, KY 40202

Ref: *Proposed Beecher Terrace Redevelopment*  
*City of Louisville, Kentucky*

Dear Ms. Elmore:

On April 26, 2018, the Advisory Council on Historic Preservation (ACHP) received a request from the City of Louisville, Kentucky (City), to provide comments on a draft Programmatic Agreement for the referenced undertaking.

The ACHP is pleased to provide our comments, which are made in red-line strikeout in the attached document. While we understand that the City is making every effort to execute the PA as quickly as possible, it is important that comment periods be schedule to ensure that the PA is clear regarding review processes and assigned responsibilities. Accordingly, we request that the City review our comments, as well as any provided by the Kentucky State Historic Preservation Officer, and make appropriate revisions. The City also should consider convening a teleconference among the Signatories and Invited Signatories to discuss proposed revisions, as well as the execution of the final PA.

We look forward to continuing consultation with the City. Should you have any comments regarding our comments, please contact Ms. Jaime Loichinger at (202) 517-0219 or via email at [jloichinger@achp.gov](mailto:jloichinger@achp.gov).

Sincerely,

Charlene Dwin Vaughn, AICP  
Assistant Director  
Office of Federal Agency Programs  
Federal Permitting, Licensing and Assistance Section

Enclosure

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

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

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

**WHEREAS**, Section 106 of the National Historic Preservation Act (NHPA), as amended, 54 U.S.C. § ~~300408~~306108, and its implementing regulations at 36 CFR Part 800 (Section 106), require Federal Agencies to take into account the effects of their undertakings on historic properties and provide the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on those undertakings; and

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

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

**WHEREAS**, LJCMG is serving as lead agency in accordance with 36 CFR § 800.2(a) (Lead Agency) in cooperation and partnership with LMHA; and

**WHEREAS**, LJCMG and LMHA have agreed that LMHA will assume responsibilities to perform various actions described in this PA, and that LMHA has participated in this consultation and signed this PA as an invited signatory to jointly carry out the responsibilities of the PA in partnership with LJCMG; and

**WHEREAS**, LJCMG, in consultation with the Kentucky State Historic Preservation Office/Kentucky Heritage Council (Kentucky SHPO), have defined the Undertaking’s Area of Potential Effects (APE) as illustrated in Attachment 1, ~~based upon the current understanding of the potential effects of the Undertaking on historic properties, defined in 36 CFR § 800.14(l) as properties listed in or eligible for listing in the National Register of Historic Places (NRHP); and~~

**Comment [j1]:** Lead agencies are identified in projects involving multiple federal agencies. As this undertaking only has one federal agency involved, this citation is unnecessary.

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

**WHEREAS**, LJCMG has determined that Stage I of the undertaking will have direct adverse effects to the Beecher Terrace Historic District, ~~and that later phases of the project may have indirect adverse effects other historic properties including the Baxter Community Center and Baxter Square Park (contributing elements to the Beecher Terrace Historic District), the Church of Our Merciful Savior (JFWR-1752), St. Peters German Evangelical Church (JFWR-1749); and~~

**Comment [j2]:** Recommend deleting since whereas clause two down address undertaking's later phases.

**WHEREAS**, the first stage (Stage I) of the Undertaking includes all demolition and construction associated with the project as of January 1, 2018, and will be in the area bounded by Jefferson Street to the north, 9<sup>th</sup> Street to the east, Muhammad Ali Boulevard to the south, and 13<sup>th</sup> Street to the west, and will include the demolition of existing buildings 1 through 59 (Attachment 2), the reestablishment of the original block configuration, and construction of one new four-story, L-shaped building accommodating 120 senior-resident apartments and management offices, with associated amenities (Attachment 3); and

**Comment [j3]:** Are there more current project drawings?

**WHEREAS**, future phases of the Undertaking are yet to be determined and as such LJCMG, in consultation with Kentucky SHPO, have agreed to fulfill their responsibility under Section 106 for the Undertaking through the development and implementation of this Programmatic Agreement (PA or Agreement) as authorized under 36 CFR § 800.14(b)(3); and

**Comment [j4]:** Please ensure consistency with phases versus stages throughout document. It may be helpful to define each.

**Comment [j5]:** This is a PA to address a complex project, not phased identification.

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

**WHEREAS**, ACHP has elected to participate in this consultation process pursuant to 36 CFR § ~~800.2(b)(1)~~ 800.6(a)(1)(iii) and to be a signatory to this PA; and

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

**Comment [j6]:** The reference to 800.2 is unclear. Additionally, it is the responsibility of the federal agency to identify tribes – the agency may have collaborated with the SHPO to identify affected tribes, but that would not have required consultation.

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

**WHEREAS**, the Delaware Nation has agreed to be an Invited Signatory; and

**WHEREAS**, LJCMG, in consultation with Kentucky SHPO and consistent with 36 CFR § 800.2, have invited the Kentucky Organization of Professional Archaeologists, the Kentucky Office of State Archaeology, the Kentucky Historical Society, Louisville Council District 4, Louisville Council District 5, Urban Strategies, the Louisville Western Library African American Archives, the Louisville Story Program, the Black Media Collaborative, the University of Louisville, the Kentucky Commission on Human Rights, the Louisville Urban League, the Center for Neighborhoods, St. Peters United Church of

**Comment [j7]:** Please clarify this reference – is it for 36 CFR Section 800.2(c)(5)?

Beecher Terrace PA, 2018.4.23

Christ, ten members of the public, the Commonwealth Preservation Trades Program, the Kentucky Center for African American Heritage, Neighborhood Planning and Preservation, Inc., the Concerned Pastors of Russell, the Louisville Central Community Center, The Beech, the Olmsted Parks Conservancy, Vital Sites, the Louisville Historical League, Preservation Kentucky, the Wayside Christian Mission, and the Westside Institute of Technology to participate in the development of this PA as Concurring Parties; and

**WHEREAS**, the Kentucky Organization of Professional Archaeologists, the Kentucky Office of State Archaeology, Louisville Council District 4, Louisville Council District 5, Urban Strategies, the Louisville Western Library African American Archives, the Louisville Story Program, the Black Media Collaborative, the University of Louisville, St. Peters United Church of Christ, six members of the public, (Darnell Farris, Haven Harrington, Lavel White, Kathryn Higgins, Ricky Smith, and Jane Grady), the Commonwealth Preservation Trades Program, Neighborhood Planning and Preservation, Inc., the Concerned Pastors of Russell, the Louisville Central Community Center, The Beech, the Olmsted Parks Conservancy, the Wayside Christian Mission, and the Westside Institute of Technology have agreed to be Concurring Parties; and

**WHEREAS**, LJCMG has actively engaged the public in the planning and consultation processes for the Undertaking through a series of meetings and community engagement events documented on the project website ([www.visionrussell.org](http://www.visionrussell.org));

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

~~LJCMG shall ensure the following stipulations are implemented.~~

## STIPULATIONS

LJCMG shall ensure the following stipulations are implemented:

### I. GENERAL

#### A. Qualified Personnel

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

#### B. Communication Protocols

##### 1. Points of Contact

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

**Comment [j8]:** Should clarify if in this PA, "Signatory" includes invited signatories as well – if not, then a reference to Invited Signatories should be included here, and as necessary throughout the PA.

##### 2. Formal Correspondence

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

**Comment [j9]:** See first comment.

KY SHPO requires hard copies of reports and correspondence. Hard copies will be provided following email transmission for correspondence with KY SHPO and for other signatories specifically requesting hard copy. Architectural drawings and other large submittals will be provided via link to the website only.

##### 3. Review Periods

Unless otherwise specified in this Agreement, Signatories and Consulting Parties shall have 30 calendar days from the time an email, as defined in Stipulation II.B.2, is sent to respond, unless it can be demonstrated that the email was not

received within 1 hour of the time at which it was documented as being sent, or unless the recipient has not received or does not have access to the supporting information required to enable review. Should a party fail to respond within 30 calendar days, ~~concurrence with~~ no objection be assumed. If a party has no comments, they are encouraged to reply formally with “no comment” on the Vision Russell website to expedite the review process. The review periods may be changed without an amendment to the PA provided all Signatories concur via email. Signatories and Consulting Parties shall be notified when review periods are changed.

C. Requests for Consulting Party Status

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

## II. STAGE I OF THE PROJECT

A. Definition

LJCMG has deliberately separated Stage I of the project from the later Phases. Stage I of the Undertaking includes all demolition and construction associated with the project as of January 1, 2018. All work associated with Stage I will be in the area bounded by Jefferson Street to the north, 9<sup>th</sup> Street to the east, Muhammad Ali Boulevard to the south, and 13<sup>th</sup> Street to the west, and will include the demolition of existing buildings 1 through 59 (Attachment 2), the reestablishment of the original block configuration, and construction of one new four-story, L-shaped building accommodating 120 senior-resident apartments and management offices, with associated amenities (Attachment 3); Later Phases of the project will correspond to construction Phases of the redevelopment project as defined by the development team.

Comment [j10]: See comment 4.

B. Effects to Historic Properties

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

C. Resolution of Adverse Effects

1. Consultation



LJCMG shall have a meeting with the Signatories and Consulting Parties to discuss mitigation measures (such as oral histories, funding of local archives, archaeological data recovery, and interpretive exhibits) to resolve adverse effects to historic properties from Stage I of the Undertaking. Signatories and Consulting Parties shall submit recommended mitigation measures in writing to LJCMG within 15 calendar days of the meeting. All Consulting Parties are encouraged to reply formally on the Vision Russell website with “no comment” if they have no comments. LJCMG shall consider the input from the Signatories and Consulting Parties received in the meeting and in writing to ~~reach consensus~~ determine the appropriate mitigation strategy to resolve adverse effects.

2. Letter of Resolution

After the conclusion of the comment period under Stipulation II.C.1, LJCMG shall submit a Letter of Resolution(LOR) to the Signatories and Consulting Parties that is consistent with 36 CFR § 800.6(c). The LOR shall include specific mitigation measures to resolve adverse effects to both aboveground and archaeological historic properties within the APE.

For each mitigation measure proposed, the LOR shall provide the following information: the parties responsible for mitigation tasks and products; a schedule for completion; and which Signatories and/or Consulting Parties will review the products, at what point, and whether they will have approval authority. In determining the appropriate mitigation, LJCMG shall consider the relative importance of the affected historic property(ies) to the Russell neighborhood and the severity of the adverse effect.

**Comment [j11]:** This should include a definition of an LOR – ie, that it will be used to document and commit parties to an appropriate mitigation strategy.

**Comment [j12]:** This reference may need additional clarification – is it referring to the efforts to consult to resolve adverse effects? Or is it referring only to mitigation efforts?

**Comment [j13]:** Should this stipulation address the use of consultation to develop the resolution of adverse effects?

### III. FUTURE PROJECT PHASES

A. Definition

The Beecher Terrace Redevelopment Project includes a series of phases. Each future phase will be designed and financed independently as part of the overall CNI grant. Input from the Consulting Parties is most meaningful when the project is in concept design, thus LJCMG will initiate consultation at ~~this point in the~~ the earliest stage of the design process.

B. Project Meetings

1. Quarterly Meetings

To facilitate communication and ensure timely distribution of project information, LJCMG shall host regular quarterly meetings for all Signatories and Consulting Parties. The meetings will provide updates on the status of all phases of the project and will provide Signatories and Consulting Parties advance notice of Concept Design timelines and deadlines. The meetings will also provide updates on phases of the project that are in construction or that are nearing

completion to review unanticipated design changes that were required during construction.

## 2. Pre-Design Consultation

To ensure that the design team understands and anticipates potential effects to historic properties at the earliest possible point in design, a representative of the KY SHPO will be invited to ~~no less than two~~ design consultation meetings with the design and development team. The meetings will be scheduled through LJCMG and will be used to anticipate potential adverse effects and identify possible strategies to minimize or avoid effects entirely.

**Comment [j14]:** The SHPO should be invited to all design consultation meetings.

### C. Concept Design / Process for Letter of Resolution

#### 1. Consultation Process and Timeline

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

LJCMG shall notify the Signatories and Consulting Parties and shall make the conceptual design available for review by the parties on the Vision Russell website ([www.visionrussell.com](http://www.visionrussell.com)). LJCMG will simultaneously define the Area of Potential Effect for the phase and issue a determination of effect on historic properties at this time. If the phase has no effect on historic properties, LJCMG shall note this explicitly.

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

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

#### 2. Face to Face Meeting on Conceptual Design

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

The intent of the meeting will be to solicit input from the Consulting Parties regarding strategies to avoid or minimize adverse effects if they exist. However, if LJCMG anticipates that the phase may have adverse effects that cannot be avoided, LJCMG will introduce proposed mitigation strategies and will begin the



process of soliciting input regarding the resolution of effects from the Consulting Parties. The meeting will attempt to reach consensus among the Signatories and Consulting Parties regarding the suite of mitigations options that may be used to resolve the adverse effects.

**Comment [j15]:** LJCMG should be prepared to provide its rationale for why adverse effects cannot be avoided so that consulting parties can provide their opinions on other avoidance or minimization alternatives.

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

### 3. Resolution of Effects

Following the close of the 30-day comment period mentioned in Stipulation III.C.1, LJCMG will address all Consulting Party comments. At this point, LJCMG may elect to revise the conceptual design in response to input received from the parties to avoid adverse effects. If adverse effects cannot be avoided, LJCMG shall circulate a Letter of Resolution (LOR) to all Consulting Parties. The LOR will be based on feedback received from the Consulting Parties and it shall be circulated following the close of the comment period mentioned in Stipulation III.C.2. The LOR shall be developed consistent with 36 CFR § 800.6(c) and it shall include: the selected conceptual design for the phase(s) LJCMG intends to develop further, its findings with respect to the APE, historic properties within the APE, effects to historic properties, and the proposed resolution of the effects.

**Comment [j16]:** See comment 12.

The LOR shall include specific mitigation measures to resolve adverse effects to both aboveground and archaeological historic properties within the APE. For each mitigation measure proposed, the LOR shall provide the following information: the parties responsible for mitigation tasks and products; a schedule for completion; and which Signatories and/or Consulting Parties will review the products, at what point, and whether they will have approval authority. In determining the appropriate mitigation, LJCMG shall consider the relative importance of the affected historic property(ies) to the Russell neighborhood and the severity of the adverse effect.

## D. Comment Options and Periods

### 1. Option of No Comment

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

### 2. Requests for Additional Time

If a Signatory requests additional time to review project documents, LJCMG will automatically issue a one-time 30 day extension per construction phase to provide additional time for consultation if necessary.

**Comment [j17]:** This should apply to Invited Signatories and Concurring Parties as well.

**Comment [j18]:** Only one? For complex phases or phases with significant adverse effects, more time may be needed. How will consulting parties request additional review time?

**Comment [j19]:** An introduction to this section should clarify that any unanticipated discoveries during project implementation or any unanticipated adverse effects on identified historic properties will be treated as outlined below.

## IV. UNANTICIPATED DISCOVERIES

- A. In the event that human remains are encountered during ground disturbing activities within the APE, LJCMG must immediately stop all work in the area and cordon off the area. In accordance with KRS 72.020, the County Coroner and the Louisville Police Department must be contacted immediately. If the County Coroner and the Louisville Police Department determine that the human remains are not of forensic interest, the unexpected discovery must be reported to Kentucky SHPO and LJCMG.
- B. In the event that previously unidentified archaeological resources are discovered during ground disturbing activities or unanticipated adverse effects occur on previously identified archaeological sites within the APE, LJCMG will immediately halt all construction work involving subsurface disturbance in the area of the resource and in the surrounding area where further subsurface resources can reasonably be expected to occur and immediately notify the LJCMG and Kentucky SHPO of the discovery.
- C. LJCMG and Kentucky SHPO, or an archaeologist approved by them, will inspect the work site within two business days of notification to Kentucky SHPO and determine the area and nature of the affected archaeological resource. Construction work may then continue in the area outside the archaeological resource as defined by LJCMG and Kentucky SHPO, or their designated representatives as long as the resumed construction activities do not impede the archaeological investigations or create a dangerous working environment in the area of the archaeological resources.
  - 1. After the initial inspection, if Kentucky SHPO deems it warranted, an archaeologist who meets the Secretary of the Interior's Professional Qualification Standard, as set forth in 36 CFR Part 61 will contact the Office of State Archaeology (OSA) to obtain a site number.
  - 2. Within 10 working days of the OSA registering the site, LJCMG, in consultation with Kentucky SHPO, will determine the NRHP eligibility of the resource.
  - 3. If LJCMG, in consultation with Kentucky SHPO, determines that the resource is eligible or potentially eligible for inclusion in the NRHP, LJCMG will prepare a plan for its avoidance, protection, or recovery of information. LJCMG and Kentucky SHPO must approve such plan prior to implementation.
  - 4. Work in the affected area must not proceed until either: the development and implementation of appropriate data recovery or other recommended mitigation procedures, or the determination is made that the located resources are not eligible for inclusion in the NRHP.

## **V. DISPUTE RESOLUTION**

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

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

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

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

## **VI. AMENDMENT**

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

**Comment [j20]:** Consultation should occur before signing an amendment.

## **VII. TERMINATION**

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

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

## **VIII. DURATION**

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

## **IX. ANNUAL REPORTING**

On or before January 31 of each year or until the Signatories agree in writing that the terms of this Agreement have been fulfilled, or the Agreement is terminated or expires, LJCMG shall prepare and provide an annual report to the Signatories and the Consulting Parties addressing the following topics: progress in carrying forth and completing Stipulations; any problems or

unexpected issues encountered during the preceding year; any changes that LJCMG believes should be made in implementation of this Agreement. LJCMG shall make this annual report available for public review by posting it on the agency's and the Vision Russell websites.

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

[signatures follow]

DRAFT

**SIGNATORY PAGE**

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KENTUCKY HERITAGE COUNCIL, AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE BEECHER TERRACE REDEVELOPMENT PROJECT,  
LOUISVILLE, KENTUCKY**

Louisville-Jefferson County Metro Government

Signatory

By: \_\_\_\_\_

Date: \_\_\_\_\_

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REGARDING THE BEECHER TERRACE REDEVELOPMENT PROJECT,  
LOUISVILLE, KENTUCKY**

Kentucky Heritage Council

Signatory

By:

\_\_\_\_\_  
Craig Potts, State Historic Preservation Officer

Date:

\_\_\_\_\_

**~~SIGNATORY PAGE~~**

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LOUISVILLE, KENTUCKY**

Advisory Council on Historic Preservation

Signatory

By: \_\_\_\_\_

Date: \_\_\_\_\_



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LOUISVILLE, KENTUCKY**

Louisville Metro Housing Authority (Invited Signatory)

By: \_\_\_\_\_

Date: \_\_\_\_\_

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LOUISVILLE, KENTUCKY**

The Delaware Nation (Invited Signatory)

By: \_\_\_\_\_

Date: \_\_\_\_\_

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LOUISVILLE, KENTUCKY**

The Kentucky Organization of Professional Archaeologists (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING THE BEECHER TERRACE REDEVELOPMENT PROJECT,  
LOUISVILLE, KENTUCKY**

The Kentucky Office of State Archaeology (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

Louisville Council District 4 (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

Louisville Council District 5 (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

Urban Strategies (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_



**~~SIGNATORY PAGE~~**

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

The Louisville Western Library African American Archives (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

The Louisville Story Program (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

~~CONCURRING PARTY SIGNATURE PAGE SIGNATORY PAGE~~

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

The Black Media Collaborative (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

The University of Louisville (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

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

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

The Commonwealth Preservation Trades Program (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

Neighborhood Planning and Preservation, Inc. (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_



**~~SIGNATORY PAGE~~**

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

The Concerned Pastors of Russell (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

The Louisville Central Community Center (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

The Beech (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

The Olmsted Parks Conservancy (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

The Wayside Christian Mission (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

The Westside Institute of Technology (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

The Miami Tribe of Oklahoma (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_



**SIGNATORY PAGE**

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

The Cherokee Nation (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNATORY PAGE**

Beecher Terrace PA, 2018.4.23

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

~~Member of the Public~~ Darnell Farris (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

~~Member of the Public~~ Haven Harrington (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

~~Member of the Public~~ Lavel White (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

~~Member of the Public~~ Kathryn Higgins (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

~~Member of the Public~~ Ricky Smith  
(Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_

**~~SIGNATORY PAGE~~**

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

**~~Member of the Public~~** Jane Grady (Concurring Party)

By: \_\_\_\_\_

Date: \_\_\_\_\_