

PROGRAMMATIC AGREEMENT
AMONG THE CITY OF BLOOMINGTON
AND THE INDIANA STATE HISTORIC PRESERVATION OFFICER
REGARDING THE ADMINISTRATION OF CERTAIN
HUD-ASSISTED PROJECTS AND PROGRAMS SUBJECT TO
24 CFR PART 58 IN THE STATE OF INDIANA

THIS PROGRAMMATIC AGREEMENT (Agreement) is between the City of Bloomington (City), the Indiana State Historic Preservation Officer (Indiana SHPO), and **, and is entered into effective the 1st day of January 2023.

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) through various offices, including the Offices of the Assistant Secretaries for Housing – Federal Housing Commissioner, Public and Indian Housing, Lead Hazard Control and Healthy Homes, and Community Planning and Development, provides grant and/or entitlement funding to the State of Indiana and to entitlement communities in Indiana; and

WHEREAS, the City of Bloomington (City) is an entitlement community in the State of Indiana; and

WHEREAS, the City, now, or may in the future, administer HUD grant and/or entitlement programs which include, but are not limited to, the following HUD Programs:

- Community Development Block Grant Program (CDBG)
- Emergency Solutions Grant Program
- HOME Investment Partnerships Program
- Housing Opportunities for People with AIDS Program
- Lead-Based Paint Hazard Control Grant Program
- Lead Hazard Reduction Demonstration Grant Program
- Neighborhood Stabilization Program
- Continuum of Care Grants
- Special Projects Appropriated Under an Appropriations Act for HUD Supportive Housing Program

WHEREAS, HUD regulations at 24 C.F.R. 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 in compliance with Section 106 of the National Historic Preservation Act of 1966, as amended [54 U.S.C. § 300101 et seq] (Section 106); and

WHEREAS, the City has determined that implementation of the HUD Programs may include but are not limited to activities such as housing and commercial building rehabilitation, façade improvement, relocation of buildings and structures, demolition of buildings and structures, new construction, and site preparation each of which is an undertaking (Undertaking) as defined pursuant to 36 C.F.R. 800.16(y); and

WHEREAS, the City has determined that certain activities funded by the HUD Programs may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (Historic Properties) pursuant to 36 C.F.R. Section 800.14 of the regulations implementing Section 106;

WHEREAS, in accordance with 36 C.F.R. § 800.14(b)(3), the City has notified the Advisory Council on Historic Preservation (ACHP) and invited the ACHP to participate in the development of this Agreement and the Council has decided to ****participate and sign this Agreement *OR* declined to participate in consultation for this Agreement****; and

WHEREAS, the City has invited the Peoria Tribe of Indians of Oklahoma and Miami Tribe of Oklahoma to comment and/or consult in the development of this Agreement, in recognition of the unique government-to-government relationship between the Federal government and federally-recognized American Indian tribes and all those tribes who commented are invited to participate in this Agreement as invited signatory parties; and

WHEREAS, this Agreement is not applicable to undertakings located in tribal lands subject to the purview of a Tribal Historic Preservation Officer (THPO) pursuant to Section 101(d)(2)(D)(iii); and

WHEREAS, the City will continue to conduct outreach and will actively seek and request the comments and participation of Indian tribes that attach religious and cultural significance to historic properties that may be affected by Undertakings funded under the terms of this Agreement; and

WHEREAS, the City acknowledges that Indian tribes possess special expertise in assessing the National Register eligibility of properties with tribal religious and cultural significance; and

WHEREAS, the City has consulted with **the Monroe County Historic Preservation Commission, Indiana Landmarks Center, Monroe County History Center, Bloomington Restorations Inc., the Bloomington Housing Authority, Downtown Bloomington, the Monroe County Historian, and the Office of the Vice President for Capital Planning and Facilities** in the development of this Agreement, and invited those parties to be concurring parties to this Agreement; and

WHEREAS, the City has invited the public to consult on the development of this Agreement in the following ways: via the Herald times and through the City of Bloomington social media platforms;

NOW, THEREFORE, the City and the Indiana SHPO agree that the HUD Programs covered by this Agreement shall be administered in accordance with the following stipulations to satisfy the Section 106 responsibilities of the City for all individual undertakings of the program.

STIPULATIONS

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

I. PERSONNEL

The City shall ensure that all historic preservation work carried out pursuant to this Agreement is performed by or under the direct supervision of a person or persons meeting at least the minimum qualifications for a professional in architecture,

architectural history, or a related preservation field, as specified in the Secretary of the Interior's Professional Qualifications Standards (36 CFR Part 61). The professional shall be either an employee of the City or an outside consultant retained by the City to perform historic preservation work. The City shall advise the Indiana SHPO in writing of all professional personnel selected to perform the historic preservation work and provide personnel qualifications. In the event the professional changes, the City shall notify the Indiana SHPO in writing of the change and submit the qualifications of the personnel selected to perform the historic preservation work using the appropriate form found on the Qualified Professionals section of the Indiana SHPO's website at <https://www.in.gov/dnr/historic-preservation/help-for-owners/find-help/qualified-professionals/>. If the City does not have a qualified professional in place or does not utilize a qualified outside consultant, then the City will comply with 36 CFR Sections 800.3 through 800.7 with regard to individual undertakings covered by this Agreement.

II. IDENTIFICATION OF HISTORIC PROPERTIES

- A. The City shall define the Area of Potential Effects (APE) for each undertaking and identify historic properties within the APE that may be affected by the project. The APE means the geographic area or areas within which an undertaking may directly or indirectly cause changes in the character or use of historic properties, if any such properties exist. The APE is influenced by the scale and nature of an undertaking and may be different for different kinds of effects caused by the undertaking (see 36 C.F.R § 800. 16[d] for further guidance).
- B. In the course of conducting project reviews, the City shall note and continue to update the existing or current Indiana Historic Sites and Structures Inventory (IHSSI) for Monroe County and the IHSSI for the City of Bloomington in consultation with the Indiana SHPO and according to the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation: (Standards and Guidelines for Identification and Evaluation; (48 FR 44720-26). Please note that, when available, the State Historic Architecture and Archaeological Research Database (SHAARD) should be used in place of the Interim Report book version of the IHSSI. Access to SHAARD is available through the Indiana SHPO's website. Updates to the inventory shall be provided in an annual report by the City to the Indiana SHPO as required by Stipulation X.
- C. For projects involving properties that are not identified in the inventory but are 40 years old or older, the City shall apply the National Register of Historic Places (National Register) Criteria for Evaluation (36 CFR Section 36.6) to determine those properties' eligibility for inclusion in the National Register and follow the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation (48 FR 44716-42). If there is any question as to whether a property may meet the criteria, the City shall submit documentation to the Indiana SHPO for evaluation. If the City disagrees with the opinion of the Indiana SHPO, the City shall request a determination of eligibility from the Secretary of the Interior in accordance with applicable National Park Service regulations.

1. To ensure application of the criteria for evaluation, properties that are not identified in the survey, but are 40 years old or older, shall be evaluated by a professional as defined in Stipulation I.
 2. The City shall keep a written record of the reason why any property 40 years old or older does not appear to meet the criteria.
- D. If an undertaking may adversely affect a National Historic Landmark, the City shall request the Council and the Secretary of the Interior to participate in consultation to resolve any adverse effects, as outlined in 36 CFR 800.10.

III. TREATMENTS

- A. Properties identified in the IHSSI as being individually rated Outstanding or Notable, rated Contributing to an identified district or properties that are individually listed or contributing to a listed district, or properties determined to be eligible for inclusion in the National Register by both the City and the Indiana SHPO shall be rehabilitated in accordance with the recommended approaches in the Secretary of the Interior's Standards for the Treatment of Historic Properties; Guidelines for Rehabilitation of Historic Buildings (Standards and Guidelines for Rehabilitation; National Park Service, 1995; 36 CFR Section 67.7).
1. To ensure conformance with the Standards and Guidelines for Rehabilitation, rehabilitation plans shall be reviewed by a professional, as defined in Stipulation I, above, before construction begins.
 2. When conformance with the Standards and Guidelines for Rehabilitation is ensured, the City shall document that the project will have No Adverse Effect on historic properties within the project APE and retain documentation in individual project files.
 3. The City shall document the property, including photographs, work write-ups/journal, professional review, etc. before work begins and upon completion of the rehabilitation to evidence adherence to the Standards and Guidelines for Rehabilitation. The City shall retain documentation in individual project files.
- B. When it is determined that a project cannot adhere to the Standards and Guidelines for Rehabilitation or when demolition or relocation of, or any other adverse effect as defined in 36 CFR Part 800.5(a) on a property that meets the National Register criteria is proposed, the City shall apply the Criteria of Adverse Effect. Upon the City's conclusion of a Finding of Adverse Effect, or if there is any question as to whether a property may meet the Criteria of Adverse Effect, the City shall consult with the Indiana SHPO.
1. If the Criteria of Adverse Effect are met, the City will determine if project activities can be modified to avoid adverse effects. If

adverse effects can be avoided through project modification, the City will document that the project will have No Adverse Effect on historic properties and retain documentation in individual project files.

- a. If adverse effects cannot be avoided through project modification, the City will prepare documentation for individual submission to the Indiana SHPO that includes all project information and any mitigation proposals, requesting consultation to resolve adverse effects. Documentation required by the Indiana SHPO for consultation per the provisions of this Agreement shall meet the requirements in 36 CFR 800.11 and include, but may not be limited to, written descriptions of the project and affected historic properties (if any), reports demonstrating that properties are eligible (or not) for listing in the National Register, evaluations of effect, alternatives analysis, maps showing specific project locations and APEs, and photographs.
 - b. The Indiana SHPO will review and respond to the information submitted and may concur with the Adverse Effect determination, request additional information, or object to the finding or its basis. Upon receipt of concurrence from the Indiana SHPO, the City will also notify the ACHP as required by 36 CFR Section 800.6(a)(1).
 - c. The City will consult with the Indiana SHPO, the ACHP (if participating), and consulting parties to resolve adverse effects. Agreement among required signatories regarding the terms of mitigation proposed for the project will be memorialized in an MOA executed under 36 CFR Section 800.6.
- C. At any time during consultation, the City or the Indiana SHPO may request advice from the ACHP or ask for their involvement in consultation, in accordance with either 36 CFR Section 800.6(b)(2) or 36 CFR Section 800.7.

IV. DOCUMENTATION STANDARDS

- A. The City shall compile and retain information on each Undertaking reviewed in accordance with this Agreement in physical and/or electronic files. The City shall make these files available to the Indiana SHPO, tribes, consulting parties, and/or the public upon request with reasonable notice. Requests may be made in writing addressed to the City according to the contact information listed in Exhibit A or to the *** as listed on the City's website at www.bloomington.in.gov/historic-bloomington.

1. Documentation shall include all information necessary to complete the Annual Report as specified under Stipulation X, below.
2. This documentation may also include, but may not be limited to the following:
 - a. Written descriptions of the scope of work reviewed.
 - b. Maps delineating the Undertaking's specific location(s) and APE.
 - c. Photographs of the property affected by an Undertaking before the work begins, and any supplemental related information.
 - d. Evaluations of the Undertaking's direct and indirect effects.
 - e. IHSSI rating and description and/or reports demonstrating that properties are or are not eligible for listing in the National Register.
 - f. Analysis of alternatives.

V. ARCHAEOLOGY

- A. Prior to any ground-disturbing activities as part of new construction or demolition, site improvements, or other undertakings, the City shall notify the Indiana SHPO and request an opinion of the potential existence of significant archaeological resources. This stipulation shall not be applied to the rehabilitation of residential properties, when no additions are proposed.
 1. The City will provide information describing the proposed project activities and information about the project area's history and current condition to the Indiana SHPO, including maps and photographs. Indiana SHPO staff will then make a recommendation about whether an archaeological survey should be conducted.
 2. If the Indiana SHPO recommends that no survey is justified, then the City will document the outcome of this consultation within the individual project file. Projects that would otherwise be exempt from review may then conclude review and all documentation will be retained in the individual project file.
 3. For projects where the Indiana SHPO recommends that an archaeological survey is justified, an archaeological survey of the affected area shall be carried out in consultation with the Indiana SHPO. Archaeological testing, as appropriate, shall be undertaken in consultation with the Indiana SHPO to determine if properties identified in the survey meet National Register criteria. If archaeological resources are found to meet the criteria, whenever feasible, they shall be avoided or preserved in place. When this is not feasible, the Indiana SHPO shall be consulted, and a treatment plan consistent with the ACHP's handbook, Treatment of Archaeological Properties, and approved by the Indiana SHPO

shall be developed and implemented. The City will consult with the Indiana SHPO, the ACHP (if participating) and any consulting parties to resolve adverse effects. Agreement among required signatories regarding the terms of mitigation proposed for the project will be memorialized in an MOA executed under 36 CFR Section 800.6. All identification and testing efforts shall be in accordance with the Standards and Guidelines for Identification and Evaluation and appropriate internal guidance and regulation from the Indiana SHPO as well as the appropriate state statutes and rules.

- B. This stipulation shall not be interpreted to include projects where sidewalks or other minor paving or resurfacing shall occur in areas where previous sidewalks or paving already exists. It shall not be interpreted to include projects for the repair or replacement of existing water lines, sewer lines or septic systems within previously excavated trenches, or other exempt activities described in Stipulation VI below.

VI. EXEMPTED ACTIVITIES

The following proposed undertakings have limited potential to affect historic properties and may be approved by the City without further consultation with the Indiana SHPO or ACHP.

All undertakings not identified under either (A) or (B) of this Stipulation must be reviewed in accordance with 36 C.F.R. Part 800.

A. General Exemption

1. Projects on residential or non-residential buildings, structures, or facilities less than 40 years old. Projects may include rehabilitation, but not construction or demolition.
2. Acquisition of property which is limited to the legal transfer of title with no physical improvements or changes proposed.
3. Projects consisting of grants or loans to eligible families or entities to be applied solely to the purchase, refinancing, or leasing of residences or businesses.
4. Grants or loans to participants in any Economic Development program funded by CDBG which may be used for working capital, equipment, furniture, fixtures, and debt refinancing, or acquisition of non-historic building for reuse. Such activities shall require the Indiana SHPO review only if such activities should involve changes to structures which are either listed in or are considered eligible for inclusion in the National Register.
5. Purchase of equipment; including but not limited to maintenance tools, or supplies, school buses, lawn mowers, kitchen appliances, books, furniture that does not require permanent installation, etc.
6. Environmental and other studies
7. Information and financial services
8. Administrative and management activities
9. Inspections and testing of properties for hazards or defects

10. Purchase of insurance
11. Engineering and design costs
12. Assistance for temporary or permanent improvements that do not alter environmental conditions and are limited to protection, repair or restoration activities necessary only to control or arrest the effects from disasters or imminent threats to public safety including those resulting from physical deterioration.

B. Exempt Activities

The list of exempt activities applies to all projects not otherwise made exempt under Section VI(A) "General Exemption." For purposes of this Agreement, the term "in-kind replacement" is defined as installation of a new element that duplicates the material, dimensions, configuration and detailing of the original element.

1. Site Work

In the event of unanticipated archaeological discoveries for any of the activities mentioned below, the Indiana SHPO shall be contacted within two (2) business days.

- a) Streets, driveways, alleys, and parking areas. Line painting, maintenance, repair or resurfacing of existing concrete or asphalt surfaces or in-kind repair/replacement of brick, rock, or stone materials on streets, driveways, alleys, and parking areas provided that no changes are made in width, surface, vertical alignment, or drainage.
- b) Curbs, gutters, sidewalks, retaining walls. Repair of existing concrete or asphalt surfaces or in-kind repair/replacement of brick, rock, or stone materials for curbs, gutters, sidewalks, and retaining walls.
- c) Site improvements. Repair or in-kind repair/replacement of site improvements, including, but not limited to fences, landscaping, steps not attached to any building
- d) Underground Utilities. Repair or replacement of existing water, sewer, natural gas, electric or telecommunication lines and in-place repair of septic systems if it occurs in or adjacent to the existing trench and provided there is no substantial earth moving.
- e) Above Ground Utilities. Repair or replacement of existing wires, anchors, crossarms, and other miscellaneous hardware on existing overhead lines; not including pole replacement or installation outside city limits. Water tower replacement is not exempt.
- f) Park and playground equipment. Installation, repair or replacement of park and playground equipment, excluding buildings, with minimal ground disturbance.
- g) Temporary structures. Installation of temporary construction-related structures including scaffolding, barriers, screening, fences, protective walkways, signage, office trailers or restrooms.
- h) Street lighting and traffic signals. Repair and replacement of non-historic street lights, traffic signals, and traffic signs, outside of a listed or eligible historic district.

- i) Generators. Temporary installation of generators, and permanent installation of generators that are placed inside existing buildings or that occupy an area under 50 square feet behind the building they serve.
- j) Test holes and wells. Test borings, well drilling and perc tests that do not require a temporary or permanent new access road to the site.
- k) Plantings. Planting of grass, shrubs, and bushes

2. Exterior Rehabilitation

In the event of unanticipated archaeological discoveries for any of the activities mentioned below, the Indiana SHPO shall be contacted within two (2) business days.

- a) Foundations. Below-grade repair of brick or stone foundations and repairs to all other types of foundations.
- b) Windows and doors. Repair of windows and doors, including caulking and weather stripping of existing window or door frames, installation of new window jambs or jamb liners, and installation of new clear glass in existing sashes or doors, including retrofitting for double and triple glazing, and replacement of glazing putty.
- c) Storm windows and storm doors. Installation of exterior storm windows and doors, provided they conform to the shape and size of the historic windows and doors, and that the meeting rails of storm windows coincide with that of existing sash.
- d) Walls and siding. Repair of or in-kind replacement of wall or siding material, including brick, stone, or stucco materials and wood siding.
- e) Painted surfaces.
 - 1. Removal of exterior paint by non-destructive means, limited to hand scraping, low pressure water wash when used according to Preservation Briefs listed below, heat plates or heat guns, or paint-removal chemicals, provided that the removal method is consistent with the provisions of 24 C.F.R. Part 35, "Lead-Based Poisoning Prevention in Certain Residential Structures," including Section 35.140, "Prohibited methods of paint removal" and National Park Service Preservation Briefs #1: *Cleaning and Water-Repellent Treatments for Historic Masonry Buildings*, #10: *Exterior Paint Problems on Historic Woodwork*, and #37: *Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing*.
 - 2. All lead paint abatement that does not involve removal or alteration of exterior features and/or windows.
 - 3. Application of exterior paint and caulking, other than on previously unpainted masonry.
- f) Porch elements. Repair or in-kind replacement of existing porch elements, such as columns, flooring, floor joists, ceilings, railing, balusters and balustrades, and lattice.
- g) Roofing. Repair or in-kind replacement of roof cladding and sheeting, flashing, gutters, soffits, and downspouts with no change in roof pitch or configuration. Installation of new roofing or reflective roof coatings on a flat-roofed building with a parapet, such that the roofing material is not visible from any public right-of-way.

- h) Awnings. Repair or in-kind replacement of awnings.
- i) Mechanical systems. Placement and installation of exterior HVAC mechanical units and vents not on the front and/or primary elevation, unless occurring in undisturbed areas.
- j) Accessibility ramps. Replacement or repair of existing accessibility ramps and installation of new accessibility ramps not on the front and/or primary elevation, unless occurring in undisturbed areas.
- k) Basement bulkhead doors. Replacement or repair of basement bulkhead doors and installation of basement bulkhead doors not on the front elevation.
- l) Lighting. Repair or in-kind replacement of existing light fixtures. Installation of additional decorative or security lights not on the front and/or primary elevation.
- m) Mothballing. Securing or mothballing a property by boarding over window and door openings, making temporary roof repairs, and/or ventilating the building in accordance with Preservation Brief #31: *Mothballing Historic Buildings*.
- n) Attic Vents. Repair or in-kind replacement of historic attic vents in original openings or installation of new attic vents painted to match the gable.
- o) Chimney liners. Repair or in-kind replacement of chimney liners provided that the work does not affect the exterior of the chimney.

3. Interior Rehabilitation

- a) Mechanical systems. Installation, replacement or repair of plumbing, HVAC systems and units, hot water heaters, furnaces, electrical wiring and fire protection systems, provided no structural alterations are involved. Included are restroom improvements for handicapped access, provided the work is contained within the existing restroom walls. Installation, replacement, or repair of interior Wi-Fi, internet broadband equipment, or other related equipment provided no structural alterations are involved or no significant interior architectural features are affected.
- b) Surfaces. Repair or in-kind replacement of interior surface treatment, such as floors, walls, ceilings, plaster and woodwork. If covering historic features, such as wood floors, then carpet or sheet goods (linoleum or vinyl) shall be installed in a reversible manner, either through tacking or with an underlayment so historic floors shall not be irreversibly damaged.
- c) Insulation. Installation of non-spray insulation in ceilings, basements, attics and crawl spaces.
- d) Basement floor. Installation or repair of concrete basement floor in an existing basement.
- e) Asbestos Abatement. Abatement or control of asbestos that does not involve removal or alteration of interior features.
- f) Lead-Based Paint hazard mitigation. Interior lead hazard mitigation and abatement using lead-safe work practices (see 24 C.F.R. Part 35.1330 (a) (4), and § 35.1350), when it is limited to washing, scraping and repainting, wallpapering, and chemical stripping of lead –painted surfaces, installation of new window jambs or jamb liners, installation of metal panning in window wells, and replacement of non-significant flat stock trim, provided that the work is consistent with §35.140 Prohibited methods of paint removal and National Park Service Preservation Brief

#37: Appropriate Methods for Reducing Lead-Paint Hazards in Historic Housing.

- g) Bath and kitchen fixtures. Repair or replacement of non-historic bathroom and kitchen equipment and fixtures.
- h) Accessibility. Modification of a bathroom for handicapped access within the walls of the existing bathroom. Installation of wedges and removal of thresholds to facilitate access through door openings.

VII. CONSULTING PARTIES

The City shall invite the participation of consulting parties as appropriate to the scale of the undertaking and the scope of Federal involvement. Parties that may have a consultative role in the Section 106 process include, but are not limited to the following: Federally recognized Indian tribes, THPO, representatives of local governments, county and municipal historic preservation commissions including those established under the Certified Local Governments (CLG) program, the public, and individuals and organizations with a demonstrated interest due to the nature of their legal or economic relation to the undertaking, or their concern for the undertaking's effects on historic properties.

VIII. TRIBAL CONSULTATION

- A. The City shall follow HUD Notice CPD-12-006: Process for Tribal Consultation in Projects That Are Reviewed Under 24 CFR Part 58.
- B. The City has sent the letter in **Exhibit C** to the tribes listed in **Exhibit A**. These letters have been individually addressed to the tribal leaders of the listed tribes which have expressed interest in Indiana, and those identified by referencing the HUD Tribal Directory Assessment Tool (TDAT) at <https://egis.hud.gov/tdat>.
- C. Unless a Tribe has indicated to the City that it wants to engage in government-to-government consultation with HUD, the City may initiate consultation with Tribes for individual undertakings carried out under the provisions of this Agreement. The City shall ensure that Tribes are provided information regarding proposed undertakings early in project planning and are invited to participate in consultation in accordance with the requirements of Section 101(d)(6) of the NHPA and 36 CFR Part 800. Upon receipt of a written request from any Tribe or officially designated representative of a Tribe to consult with the City, the City shall consult with that Tribe for the particular undertaking or program.
- D. If a Tribe indicates to the City that it wishes to engage in government-to-government consultation with HUD for an undertaking:
 - a. The City will forward that request to HUD
 - b. HUD may utilize the processes and exemptions in this Agreement in conducting its Section 106 review of the relevant undertaking.
 - c. Ground disturbing activities on the relevant undertaking will not proceed until HUD has concluded its government-to-government consultation with the requesting Tribe.

IX. PUBLIC NOTIFICATION AND INVOLVEMENT

Each year the City shall notify the public of its current HUD programs and make available for public inspection documentation related to these programs. This documentation shall include:

- A. Types of activities undertaken with program funds during the prior year and activities projected for the current year.
- B. Information on identified historic properties that might be affected and the location of said properties.
- C. Funding level for the current program year.
- D. The way in which interested persons can obtain additional information on programs and advise the City, HUD, the Indiana SHPO, or the ACHP of any concerns they might have relative to program effects on historic properties.

X. MONITORING AND OVERSIGHT

- A. The Indiana SHPO shall provide technical assistance, consultation, and advice as requested by the City in order to assist in carrying out the terms of this Agreement.
- B. The City's staff conducting work under this Agreement, as defined in Stipulation I, shall complete a Section 106 training course offered by the Indiana SHPO, Advisory Council on Historic Preservation, National Preservation Institute or similar provider. The City is encouraged to participate in one of these workshops or trainings every two years.
- C. Documentation of all work undertaken in the HUD programs shall be retained by the City and available to the Indiana SHPO. The City shall submit a brief, written report to the Indiana SHPO on an annual basis, by March 1 of the following year, summarizing HUD-funded activities covered by this Agreement; including information of how the City has evaluated historic resources and applied the Secretary of Interior's Standards (as necessary) to projects and updates to the IHSSI for Monroe County and the IHSSI for the City of Bloomington. The City may use the example annual reporting template as provided in Exhibit B. The Indiana SHPO may request documentation be submitted or make a site visit to review the work outside of the annual reporting with reasonable notice.
- D. This Annual Report shall include:
 - 1. a list of all projects, categorized by name and address, exempt status, a citation of the exemption(s) applied, whether or not a historic property was involved, the IHSSI site number of any historic properties involved, determination of effect
 - 2. the name(s) of the person(s) carrying out historic preservation work pursuant to this Agreement as defined in Stipulation I

3. the views of the City regarding the effectiveness of this Agreement
4. suggestions for additional actions that could be considered for inclusion in the Exempt Activities list.

XI. DISPUTE RESOLUTION

Should any signatory or concurring party to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the City shall consult with such party to resolve the objection. If the City determines that such objection cannot be resolved, the City will:

- A. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP shall provide the City with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the City 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. The City will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the City may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the Agreement and provide them and the ACHP with a copy of such written response.
- C. Carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

XII. EMERGENCIES

- A. When an emergency undertaking is required, the City shall allow the Indiana SHPO five (5) business days from receipt of the information to respond, if feasible. Emergencies exist when there is a need to eliminate an imminent threat to health and safety of residents as identified by local or County building inspectors, fire department officials, or other local or County officials.
 1. The City shall forward documentation to the Indiana SHPO for review immediately upon notification that an emergency exists. Documentation should include a) nature of the emergency; b) the address of the historic property involved; c) photographs showing the current condition of the building; and d) the time-frame allowed by local officials to respond to, or correct, the emergency situation.
 2. The City shall consider mitigation measures recommended by the Indiana SHPO and implement them, if feasible.

- B. Undertakings limited to immediate rescue and salvage operations are exempt from this stipulation.

XIII. POST REVIEW DISCOVERIES AND UNFORESEEN EFFECTS

If, during the implementation of these programs, a previously unidentified property that may be eligible for inclusion in the National Register is encountered, or a known National Register historic property may be affected in an unanticipated manner, the City will assume its responsibilities pursuant to 36 C.F.R. Part 800.13.

- A. In the event that previously unidentified archeological sites or human remains are discovered during project construction, that portion of the project shall stop immediately within 100 feet of the discovery and the project manager shall notify the City, Indiana SHPO/THPO, and other consulting party signatories within 48 hours, and shall take appropriate steps to immediately secure the site.
- B. In addition, the project manager shall notify local and/or state law enforcement authorities including the county coroner and the Indiana SHPO.
- C. The City shall consult with the Indiana SHPO and Tribes to determine if the discovered site appears eligible for the National Register. If it does appear eligible, the City shall submit a treatment plan for the avoidance, protection, recovery of information, or destruction without data recovery to the Indiana SHPO for review and comment. The treatment plan shall be consistent with the ACHP's handbook Treatment of Archaeological Properties and subsequent amendments and Indiana SHPO guidelines. If human remains are discovered, the treatment plan shall follow the guidance in Advisory Council on Historic Preservation Policy Statement Regarding Treatment of Burial Sites, Human Remains and Funerary Objects, including appropriate consultation with descendent communities. Construction work in the area of the discovery shall not continue until the plan has been accepted by the signatory parties and implemented.
- D. All human burial sites in Indiana are protected under state statutes, and any undertaking that may affect a human burial site shall comply in accordance with any applicable Federal and State statutes and codes before the project resumes. If any archaeological artifacts or human remains are uncovered during construction, demolition, or earthmoving activities, state law (Indiana Code 14-21-1-27 and 29) requires that the discovery must be reported to the Department of Natural Resources within two (2) business days. In that event, please call (317) 232-1646. Be advised that adherence to Indiana Code 14-21-1-27 and 29 does not obviate the need to adhere to applicable federal statutes and regulations

XIV. NOTIFICATION

Notification or other communication between parties to this Agreement should be made in care of addresses provided in Exhibit A.

XV. AMENDMENT

Any party may request that this Agreement be amended, whereupon the City and the Indiana SHPO will consult with the other parties in accordance with 36 C.F.R. Part 800.14(b) to consider an amendment. Amendments will only be considered if made in writing and must be approved in writing by all parties to this Agreement to go in effect.

XVI. TERMINATION

Any party to this Agreement may terminate its participation by providing thirty (30) days written notice to all other parties. In the event of termination, the City will comply with 36 C.F.R. Part 800 with respect to individual undertakings covered by this Agreement.

XVII. TERM OF THE AGREEMENT

Following signature by the City and the Indiana SHPO, this Agreement will be binding on a party upon the date of its signature and shall be in force until December 31, 2029. At any time in the twelve-month period prior to that date, any signatory may request an amendment to extend the duration of this Agreement in accordance with stipulation XV.

EXECUTION AND IMPLEMENTATION of this Agreement evidences that the City has satisfied its responsibilities under Section 106 for undertakings as described in this Agreement and funded by the HUD Programs.

SIGNATORIES:

Mayor, City of Bloomington

Date

Director, Housing and Neighborhood Development, City of Bloomington
Date

Indiana Deputy State Historic Preservation Officer
Date

EXHIBIT A: INVITED PARTIES FOR CONSULTATION

Director, Housing and Neighborhood Development

John Zody
City of Bloomington
401 N Morton St, Suite 130
Bloomington, IN 47404
Phone: (812)349-3594
Email: john.zody@bloomington.in.gov

The City of Bloomington

Mayor John Hamilton
401 N Morton St., Bloomington, IN 47404
Phone: (812)349-3406
Email: mayor@bloomington.in.gov

Chair, Bloomington Historic Preservation Commission

John Saunders
City of Bloomington
401 N Morton St, Suite 130
Bloomington, IN 47404
Phone: (812)349-3594
Email: john.zody@bloomington.in.gov

Indiana State Historic Preservation Officer

Beth McCord
402 W Washington St., Room W256
Indianapolis, IN 46204-2739
Phone: (317)232-3492
Email: BMccord@dnr.IN.gov

Advisory Council on Historic Preservation

401 F Street NW, Suite 308
Washington, DC 20001-2637
Phone: (202) 517-0200

Peoria Tribe of Indians of Oklahoma

Chief Greg Harper
Tribal Administrator
Peoria Tribe of Indians of Oklahoma
118 S Eight Tribes Trail
Miami, Oklahoma 74354
Phone: (918)540-2535
Email: Chiefharper@peoriatribes.com

Miami Tribe of Oklahoma

Diane Hunter
Tribal Historic Preservation Officer
P.O. Box 1326
Miami, OK 74355
Phone: (918)541-1300
Email: dhunter@miamination.com

Monroe County Historic Preservation Commission

Tammy Behrman
Senior Planner
501 N Morton St., Bloomington, IN 47404
Phone: (812)349-2560
Email: tbehrman@co.monroe.in.us

Indiana Landmarks Center

Mark Dollase Vice President of Preservation Services
1201 Central Avenue
Indianapolis, IN 46202
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Email: mdollase@indianalandmarks.org
central@indianalandmarks.org

Monroe County History Center

Daniel Schlegel
Director
202 E 6th St
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Phone: (812)332-2517 Ext. 1
Email: director@monroehistory.org

Bloomington Restorations Inc.

Steve Wyatt
Executive Director
Bloomington Restorations Inc.
2920 E 10th St
Bloomington, IN 47408
Phone: (812)336-0909
Email: bri@bloomingtonrestorations.org

Downtown Bloomington

Talisha Coppock
Director
Downtown Bloomington

302 South College Avenue
Bloomington, IN 47403
Phone: 812-336-3681
Email: tcoppock@downtownbloomington.com

Monroe County Historian
Glenda Murray
Monroe County Historian
525 West 3rd Street
Bloomington, IN 47404
Phone: (812)332-6268
Email: glmurray@indiana.edu

**Office of the Vice President for
Capital Planning and Facilities**
Thomas A. Morrison
Vice President
Capital Planning and Facilities
Bryan Hall 205A
Bloomington, Indiana 47405
Phone: (812)855-6992
Email: morrisot@iu.edu

DRAFT

EXHIBIT B

***(Example) Annual Report of HUD-funded activities
from the City of Bloomington
covered by the Programmatic Agreement¹
January 1, 20XX to December 31, 20XX***
(include specific dates for reporting period)

1. Provide a list of **all** projects reviewed under the Programmatic Agreement, categorized by name and address, exempt status, a citation of exemption(s) applied (if applicable), involvement of historic property (if applicable), IHSSI # (if applicable), and determination of effect. *(May refer to table on template attached to this document or add excel document as attachment).*
2. Provide the name(s) of the person(s) carrying out historic preservation work pursuant to the Programmatic Agreement as defined in Stipulation I. ²
3. Describe how the City evaluated historic resources and applied the Secretary of the Interior's Standards (as necessary) to projects. Please note if there are any updates needed to the IHSSI (newly identified sites and/or corrections to the survey):
4. Report the views of the City regarding the effectiveness of the Programmatic Agreement:
5. Provide any suggestions for additional actions that could be considered for inclusion in the Exempt Activities list (Part VI.B. of the Programmatic Agreement):
6. Include anything else the City of ** would like to report to the Indiana SHPO.

¹ According to Stipulation X (Monitoring and Oversight) of the Programmatic Agreement among this City and the Indiana State Historic Preservation Officer Regarding the Administration of Certain HUD-Assisted Projects and Programs Subject to 24 CFR Part 58 in the State of Indiana

² If there have been any recent staffing changes to the person carrying out the historic preservation work pursuant to this Agreement, please follow the steps laid out in the PA Stipulation I (Personnel) to notify the Indiana SHPO of this change.

(Example) **Annual Report of HUD-funded activities from the City of Bloomington covered by the Programmatic Agreement (continued)**

PART 1 (cont.)											
1. Provide a list of all projects reviewed under the Programmatic Agreement, categorized by name and address, exempt status, a citation of exemption(s) applied (if applicable), involvement of historic property (if applicable), IHSSI # (if applicable), and determination of effect. <i>(May substitute excel attachment for this table below).</i>											
Date	Project Name/Address Location	Exempt ? (Y/N)	Category of Exemption Applied	Funding Source	Type of Work Proposed	Historic Property Involved ?	Historic Property IHSSI # (if applicable)	Effect Finding	DHPA # (if applicable)	Reviewer Name	Notes
1/1/2023	EXAMPLE: Smith home, 1234 Any Street	Y	PA Stip. VI.B.2(d)	CDBG	wood siding repair	Y	123-456-78910	NE	N/A	John Doe	in kind siding repair on single family house
1/2/2023	EXAMPLE: Jones home, 12345 Any Road	N	N/A	CDBG	New construction – single family home	N	N/A	NE	00000	John Doe	Sent to SHPO for consultation per PA Stip. V

EXHIBIT C

April 5, 2022

The Honorable Greg Harper
Tribal Administrator
Peoria Tribe of Indians of Oklahoma
118 S Eight Tribes Trail
Miami, Oklahoma 74354

Re: Notification of intention to implement Programmatic Agreement for HUD-funded programs and invitation to participate in consultation regarding projects carried out under these programs

Dear Chief Greg Harper:

The City of Bloomington intends to enter into a Programmatic Agreement (PA) with the Indiana State Historic Preservation Office (SHPO) to facilitate Section 106 compliance for programs using funding originating from the U.S. Department of Housing and Urban Development (HUD).

Under the provisions of this PA, the City would assume the function of initiating the Section 106 process for projects utilizing HUD funding within their jurisdiction. Accordingly, under the PA, the City would be initiating Section 106 consultation with the SHPO and other consulting parties, including your tribe.

The City takes its responsibility to consult with Indian Tribes seriously and therefore wants to ensure that your tribe is comfortable proceeding under such an arrangement. Accordingly, under the terms of this PA, on receipt of a written request from any Indian Tribe or officially designated representative of an Indian Tribe, the City will consult with that Indian Tribe in completing the Section 106 review process with regard to ground-disturbing activities located in areas designated as being of concern to any Indian Tribe. Please respond to this letter stating such a preference and identifying if there are areas of concern to your tribe within the City of Bloomington.

If your tribe prefers to conduct government-to-government consultations directly with the Department of Housing and Urban Development, as opposed to the City, please use the following address for such letters:

U.S. Department of Housing and Urban Development
Attn: Secretary of HUD
451 7th Street S.W.
Washington, DC 20410

Understand that if we do not get a response from your tribe, we will assume that your tribe does not object to the City's initiation of consultation with your tribe regarding undertakings under the scope of the PA. We appreciate your attention to this matter. If you have any questions, please contact me by phone (812)349-3507 or email gloria.colom@bloomington.in.gov. Thank you.

Sincerely,

Gloria M. Colom Braña
Historic Preservation Program Manager
Housing and Neighborhood Development
City of Bloomington

Enclosures:

Draft Programmatic Agreement for HUD-funded programs

Copy:

Chad Slider, DHPA, 402 W Washington Street, Room W274, Indianapolis, IN 46204

DRAFT