

**PROGRAMMATIC AGREEMENT  
BETWEEN THE KANSAS STATE HISTORIC PRESERVATION OFFICE,  
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, AND THE  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**

**FORTHE ADMINISTRATION OF CERTAIN  
HUD-FUNDED ACTIVITIES IN THE UNIFIED GOVERNMENT OF KANSAS CITY,  
KANSAS AND WYANDOTTE COUNTY**

**WHEREAS**, the U.S. Department of Housing and Urban Development (HUD) has provided formula grant funding to the Kansas Department of Health and Environment (KDHE) for projects in the Unified Government of Kansas City, Kansas and Wyandotte County (Unified Government); and

**WHEREAS**, due to their acceptance of federal environmental review responsibility, in accordance with section 104(g) of the Housing and Community Development Act of 1974 [42 U.S.C. 5304(g)], KDHE assumes federal agency responsibility for compliance with section 106 of the National Historic Preservation Act of 1966, as amended [16 U.S.C. 470 *et seq*] (Section 106); and

**WHEREAS**, KDHE is administering a HUD grant project in the Unified Government through the Lead-Based Paint Hazard Control Grant Program.

**WHEREAS**, HUD occasionally performs environmental review in the State of Kansas of the HUD Programs in accordance with HUD's responsibilities under 36 C.F.R. Part 50 and Section 106; and

**WHEREAS**, KDHE has determined that implementation of the HUD Programs which includes rehabilitation activities, which may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places (Historic Properties); and

**WHEREAS**, KDHE has determined that certain activities funded by the HUD Programs have limited potential to affect Historic Properties and have consulted with the Kansas State Historic Preservation Officer (SHPO) pursuant to 36 C.F.R. 800.14 of the regulations implementing Section 106; and

**WHEREAS**, KDHE has notified the Advisory Council on Historic Preservation (ACHP) of the development of this PA and the ACHP has elected to participate in the consultation;

**NOW, THEREFORE**, KDHE, the SHPO, and the ACHP agree that the HUD Programs shall be administered in accordance with the following stipulations to satisfy the Section 106 responsibilities of KDHE.

## **STIPULATIONS**

KDHE will insure that the following measures are carried out.

### **I. EXEMPTED AND NON-EXEMPTED ACTIVITIES**

#### **A. Activities Not Requiring Review**

The following proposed undertakings have limited potential to affect historic properties and may be approved by the Entitlement Communities, State Agencies and/or HUD without further consultation with the SHPO, Indian Tribes or Advisory Council on Historic Preservation. 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 General**

- a) Projects involving buildings that are less than fifty years old.
- b) Refinancing.
- c) Leasing without rehabilitation or construction.

##### **2. Site Work**

- a) Installation or repair of retaining walls, driveways, curbs and gutters, and parking areas. However, repair of existing rock retaining walls is not an exempt undertaking.
- b) Installation or in-kind repair/replacement of brick or stone sidewalks and alleys.
- c) In-kind repair/replacement of site improvements, including, but not limited to fences, retaining walls, landscaping and steps not attached to any building.
- d) Installation, repair or replacement of gas, sanitary and storm sewer, water, electrical, cable or other underground utilities within previously developed land and public right-of-ways located within city limits. In the event of unanticipated archeological discoveries, the SHPO shall be contacted immediately.
- e) Installation, repair or replacement of park and playground equipment, excluding buildings.
- f) Installation of temporary construction-related structures such as scaffolding, screening, fences or protective walkways.

##### **3. Exterior Rehabilitation**

- a) Installation of exterior storm doors and windows, 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.
- b) Removal of exterior paint by non-destructive means, limited to hand scraping, low pressure water wash (less than 200 p.s.i.), 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 § 35.140, "Prohibited methods of paint removal."

- c) Application of exterior paint and caulking, other than on previously unpainted masonry.
- d) All lead paint abatement that does not involve removal or alteration of exterior features and/or windows.
- e) Repair or partial in-kind replacement of existing porch elements such as columns, flooring, floor joists, ceilings, railing, balusters and balustrades, and lattice.
- f) Maintenance, repair and in-kind replacement of roof cladding and sheeting, gutters, soffits, and downspouts with no change in roof pitch or configuration.
- g) Repair of windows, including caulking and weather stripping of existing window frames, installation of new clear glass in existing sashes – including retrofitting for double and triple glazing, and replacement of glazing putty.
- h) Placement and installation of exterior HVAC mechanical units and vents not on the front elevation.
- i) Installation, replacement, or repair of basement bulkhead doors.
- j) Installation of additional decorative or security lights.
- k) Securing or mothballing a property by boarding over window and door openings, making temporary roof repairs, and/or ventilating the building.

#### 4. Interior Rehabilitation

- a) Installation, replacement or repair of plumbing, HVAC systems and units, electrical wiring and fire protection systems, provided no structural alterations are involved.
- b) Repair or partial in-kind replacement of interior surface treatment, such as floors, walls, ceilings, plaster and woodwork. If covering historic features, such as wood floors, carpet and linoleum shall be installed in a reversible manner, either through tacking or with an underlayment so historic floors shall not be irreversibly damaged.
- c) Non-spray insulation in ceilings and attic spaces.
- d) Restroom improvements for handicapped access, provided the work is contained within the existing restroom walls.
- e) Installation or repair of concrete basement floor in an existing basement.
- f) Lead and asbestos abatement that do not involve removal or alteration of interior features.

### **B. Activities Requiring Review**

All activities not identified in Stipulation I.A. of this Agreement must be reviewed in accordance with 36 C.F.R. Part 800.

## **II. 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, KDHE will assume its responsibilities pursuant to 36 C.F.R. Part 800.13(b).

## **NOTIFICATION**

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

## **AMENDMENT**

Any party may request that this Agreement be amended. 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.

## **V. 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 terminating party will comply with 36 C.F.R. §§ 800.3 through 800.7 with respect to individual undertakings covered by this agreement. Should a party to this agreement choose to terminate its participation in the agreement, the agreement will not be nullified for the other parties. Termination by the SHPO will nullify the agreement upon all parties.

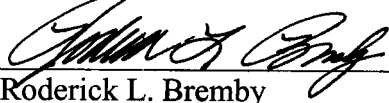
## **TERM OF THE AGREEMENT**

Following signature by KDHE and the SHPO, this Agreement will be binding on a party upon the date of its signature and shall be in force for a term of ten (10) years thereafter.

**EXECUTION AND IMPLEMENTATION** of this Agreement evidences that KDHE and HUD have satisfied their responsibilities under Section 106 for undertakings funded by the HUD Programs. This Agreement may be executed in counterpart.

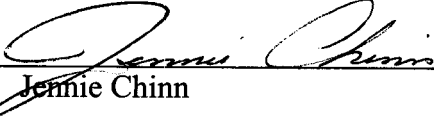
Signed:

**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT**

By:  Date: 2.2.05  
Roderick L. Bremby

Title: Secretary of Kansas Department of Health and Environment

**KANSAS STATE HISTORIC PRESERVATION OFFICER**

By:  Date: 1/20/05  
Jennie Chinn

Title: State Historic Preservation Officer

**ADVISORY COUNCIL ON HISTORIC PRESERVATION**

By:  Date: 3/14/05  
John M. Fowler

Title: Executive Director