

**PROGRAMMATIC AGREEMENT  
AMONG THE  
THE MISSOURI STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
FOR SPECIFIED  
U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT PROGRAMS  
ADMINISTERED BY THE CITY OF COLUMBIA, MISSOURI**

**WHEREAS**, the Columbia, Missouri (hereinafter "City") administers programs, which include the Community Development Block Grant (CDBG) program with funds from the U.S. Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974; HOME program funds from HUD under the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended; and Emergency Shelter Grant program with funds from HUD under the Stewart B. McKinney Homeless Assistance Act of 1990, as amended.

**WHEREAS**, for the purposes of this Agreement, the above-named HUD-funded programs encompass the following activities: housing rehabilitation, including both owner-occupied and rental housing; home repair programs, construction of new housing; demolition of dangerous structures; sidewalk replacement activities, and emergency assistance grants;

**WHEREAS**, the City has determined that the administration of these programs may have an effect on properties included in or eligible for inclusion in the National Register of Historic Places and has consulted with the Missouri State Historic Preservation Officer (hereinafter "SHPO") and the Advisory Council on Historic Preservation (hereinafter "ACHP") pursuant to 36 CFR § 800.14 of the regulations implementing Section 106 of the National Historic Preservation Act (16 USC Sec. 470f), and Section 110(f) of the same Act (16 USC Sec. 470h-2(f)).

**NOW, THEREFORE**, the City the SHPO, and the ACHP agree that the above-named HUD programs shall be administered in accordance with the following stipulations to satisfy the Section 106 responsibilities of the City of Columbia. The parties agree that the potential effects of the undertakings within the program or category upon historic properties are foreseeable and likely to be minimal or not adverse; and exemption of the listed actions is consistent with the purposes of Section 106.

**STIPULATIONS**

**1 Activities Exempt from Further Review:**

- A. In-Kind Replacement of Public Improvements outside of the Central Business District and other areas containing original brick paving;**
- (1) Replacement of existing sidewalks with sidewalks of the same dimensions and which are intended for the same use;
  - (2) Installation of curb cuts in residential areas designed to remove barriers to accessibility in cases where additional major excavations are not needed to accommodate the slope of the ramp.

- (3) The replacement of playground equipment in parks that do not require major excavations beyond what has already occurred previously;
- (4) The replacement of street accessories such as lights, warning sirens, signs, and similar facilities where replacement is provided at the same location.
- (5) Replacement of water, sewer, gas and electrical facilities where no change in the location of the utilities are proposed.

**B Site Work for Housing Rehabilitation and Repair Programs:**

- (1) 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.
- (2) Installation or repair of concrete or asphalt sidewalks and alleys.
- (3) Installation or repair of brick or stone sidewalks and alleys with like materials.
- (4) Maintenance, repair or in-kind replacement of masonry steps not attached to any building.
- (5) Installation of landscaping when no grading is required and when excavation of holes for individual plantings is no more than thirty (30) inches deep.
- (6) Installation or repair of utilities such as water, gas, sewer, and electrical lines.
- (7) Installation of temporary, reversible barriers such as fencing and construction pedestrian tunnels.

**C. Exterior Rehabilitation.**

- (1) Purchase and acquisition of real property.
- (2) Architectural and engineering fees.
- (3) Securing and “mothballing” structures, using methods defined in the National Park Service’s Preservation Brief 31, *Mothballing Historic Structures*.
- (4) Installation of scaffolding.
- (5) Temporary stabilization that causes no permanent damage to the building or site, including installation of temporary bracing, shoring, and tarps.
- (6) Exterior maintenance and repair made with in-kind materials and which do not effect the external appearance and building fabric, including but not limited to the following:

Repointing of mortar joints with mortar similar in composition, joint profile, color, and texture. The mortar used in the tuckpointing shall be no harder than the existing mortar and bricks.

Repair and in-kind replacement of foundations, floor joists, and ceiling joists.

Removal of exterior paint by non-destructive means, limited to hand scraping, low-pressure water wash of less than 400 psi, heat plates or hot air guns, chemical paint removal.

- (d) Application of exterior paint, other than on previously unpainted masonry.
- (e) All lead paint abatement that does not involve removal or alteration of exterior features and/or windows.
- (f) Repair or partial in-kind replacement of wood siding, trim.
- (g) Repair or in-kind replacement of existing porch elements such as columns, flooring, floor joists, ceilings, railing, balusters and balustrades, and lattice.

- (h) Maintenance, repair, and in-kind replacement of roof cladding and sheeting, gutters, soffits, and downspouts with no change in roof pitch or configuration.
  - (i) Window repair, including caulking and weather stripping of existing window frames, installation of new clear glass in existing sashes, and replacement of glazing.
  - (j) Maintenance, repair, or replacement in-kind of handicapped accessible improvements such as wheel chair ramps, but not including exterior elevators.
- (7) Installation of storm windows as long as they are anodized or painted to match the trim, with horizontal and vertical divisions that align with the existing window divisions.
  - (8) Placement and installation of exterior HVAC mechanical units and vents, so long as any exterior HVAC mechanical units to the front of the building are screened from public view.
  - (9) Installation, replacement, or repair of basement bulkhead doors.

#### D. Interior rehabilitation.

- (1) All plumbing work, including installation of water heaters. In no case shall ceilings be dropped to accommodate such.
  - (2) All electrical work not involving demolition of walls, ceilings and/or floors.
  - (3) All heating, ventilation, and air conditioning (HVAC) systems and their components. In no case shall ceilings be dropped to accommodate such.
  - (4) Installation of insulation in attics and crawl spaces. In no case shall ceilings be dropped to accommodate such.
  - (5) Repair and in-kind replacement of plaster walls and ceilings.
  - (6) Installation of drywall where original plaster wall surfaces are missing, and which will not appreciably change the trim profile.
  - (7) Repair and refinishing interior floors.
  - (8) All painting and carpeting, providing that carpeting installation damages no underlying wood or masonry floor surfaces.
  - (9) All kitchen and bathroom remodeling so long as no walls, windows, or doors are altered.
- All lead paint abatement that does not involve removal or alteration of interior features.
- All asbestos abatement that does not involve removal or alteration of interior features.

#### E. Demolition.

- (1) Securing and “mothballing” structures, using methods defined in the National Park Service’s Preservation Brief 31, *Mothballing Historic Structures*.
- (2) Providing site control by installation of temporary fencing and barriers.
- (3) Demolition of structures or building additions less than forty years old, following review of City building permit records, other than those eligible for listing in the National Register of Historic Places as defined by National Register Bulletin 22,

*Guidelines for Evaluating and Nominating Properties that Have Achieved Significance Within the Past Fifty Years.*

- (4) Demolition of structures determined by the Missouri SHPO within the past four years to be ineligible for listing in the National Register of Historic Places, either individually or as part of a district, unless changes in condition or status of the property necessitates review.
  - (5) Demolition of noncontributing accessory structures with a building footprint of less than 300 square feet, including, but not limited to, garages, sheds, and carports.
  - (6) Removal and disposal of collapsed building debris and rubble not attached to any structure.
  - (7) Removal of metal awnings.
  - (8) Removal of dead trees and brush.
  - (9) Cleanup and removal of trash, refuse, and abandoned vehicles.
  - (10) Grading and seeding sites where demolition has already taken place.
2. **Technical Assistance.** Nothing in this agreement shall be construed as meaning that the City cannot request advice, counsel, or assistance of the SHPO at any time.
  3. **Monitoring.** The ACHP and the SHPO may monitor activities carried out pursuant to this Programmatic Agreement. The City will cooperate with the ACHP and the SHPO in carrying out their monitoring and review responsibilities.
  4. **Public Participation.** Each year, the City will notify the public of the City's activities through the current CDBG, HOME, and ESG programs, and make available for public inspection documentation on the City's activities through these programs. Included in this documentation will be general information on the programs; information on the type(s) of activities undertaken with the program funds; information on identified historic properties which might be affected by these activities; the amount of program funds available in the current program year; and how interested persons can receive further information on the program.
  5. **Public Objection.** At any time during implementation of the measures stipulated in this agreement, should an objection to any measure or manner of implementation be raised by a member of the public, the City shall take the objection into account and consult as needed with the objecting party, the SHPO, or the ACHP to resolve the objection.
  6. **Effective Dates.** This Programmatic Agreement will continue in full force and effect until July 1, 2011. At any time in the six-month period prior to this date, the City may request the ACHP and the SHPO in writing to review the City's program and consider an extension or modification of this Programmatic Agreement. No extension or modification will be effective unless all consulting parties to the Programmatic Agreement have agreed to such extension in writing.
  7. **Amendment.** Any consulting party to this Programmatic Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR § 800.14 to consider such amendment.

8. **Termination.** Any consulting party to this Programmatic Agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, the City will comply with 36 CFR § 800.3 through 800.6 with regard to individual undertakings covered by this Programmatic Agreement.

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

**CONSULTING PARTIES:**

City of Columbia, State of Missouri

By: Raymond E. Beck  
Raymond E. Beck, City Manager

Date: 7/20/05

Missouri State Historic Preservation Officer

By: Mark A. Miles  
Mark Miles, Director and Deputy State  
Historic Preservation Officer

Date: 12/01/05

Advisory Council on Historic Preservation

By: John M. Fowler  
John M. Fowler, Executive Director

Date: 12/21/05

**CONCURRING PARTY:**

City of Columbia Historic Preservation Commission

By: B. Pape  
B. PAPE, Chairman

Date: 7-25-05