



**U.S. Department of Housing and  
Urban Development**  
Oregon State Office  
Community Planning & Development Division

400 Southwest Sixth Avenue, Suite 700  
Portland, OR 97204-1632  
(503) 326-7018  
FAX (503) 326-3684

January 4, 2005

RECEIVED

JAN 06 2005

COMMUNITY DEVELOPMENT  
HOUSING

Ms. Lauren Sechrist  
Grant Program Specialist  
Community Development Housing Division  
City of Corvallis  
P.O. Box 1083  
Corvallis, OR 97339-1083

Dear Ms. Sechrist:

Thank you for your letter dated December 30, 2004 requesting that the city of Corvallis apply Attachment A of the existing Section 106 programmatic agreement between the Oregon field office of the U.S. Department of Housing and Urban Development (HUD) and the Oregon State Historic Preservation Office (SHPO). As agreed to by HUD and the SHPO in the October 28, 2004 Section 106 training session in Portland, HUD CDBG entitlement communities and HOME participating jurisdictions that are not currently party to a programmatic agreement with the Oregon SHPO can apply Attachment A to CDBG and HOME-funded activities until a new agreement is developed.

We have enclosed a copy of the existing programmatic agreement including Attachment A for your reference. As stated in Section IIC of the agreement, project activities listed in Attachment A do not require review by the SHPO. We hope that the use of this agreement will make compliance with Section 106 of the National Historic Preservation Act more efficient for the city and the SHPO. We will notify you in the event that a new agreement is reached.

If you have any questions about the use of this agreement going forward, please contact Lisa Frack (503.326.2701) or Kathryn Fong (503.326.2391) of my staff.

Sincerely,

A handwritten signature in black ink, appearing to read "Doug Carlson", written over a horizontal line.

Doug Carlson, Director  
Community Planning and Development

Cc: Kirk Ranzetta, SHPO



PROGRAMMATIC AGREEMENT  
BY AND AMONG THE STATE OF OREGON  
HOUSING AND COMMUNITY SERVICES DEPARTMENT,  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
AND THE OREGON STATE HISTORIC PRESERVATION OFFICER  
REGARDING HISTORIC PROPERTIES AFFECTED BY USE  
OF COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
FOR REHABILITATION

WHEREAS, the State of Oregon Housing and Community Services Department (HCS) proposes to administer and fund projects in the State of Oregon with monies from the Community Development Block Grant Program (CDBG) of the Department of Housing and Urban Development (HUD) under Title I of the Housing and Community Development Act of 1974; the Rental Rehabilitation Program under Section 17 of the U.S. Housing Act of 1937; programs under the Stewart B. McKinney Homeless Assistance Act, including the Emergency Shelter Grant Program, Supportive Housing Program, the Shelter Plus Care Program, and Supplemental Assistance for Facilities to Assist the Homeless (SAFAH); programs under the National Affordable Housing Act, including the HOPE for Homeownership of Single Family Homes Program (HOPE 3), and the HOME Program; and any other program for which environmental review responsibilities have been delegated to HCS by statute and which are subject to regulation under 24 CFR Part 58;

WHEREAS, HCS 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 (Historic Properties) and has consulted with the Oregon State Historic Preservation Officer (SHPO) and the Advisory Council on Historic Preservation (Council) pursuant to 36 CFR §800.13 of the regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. §470f),

NOW, THEREFORE, HCS, the SHPO, and the Council agree that the programs shall be administered in accordance with the following stipulations to satisfy HCS's Section 106 responsibilities for all individual undertakings of the programs.

Stipulations

HCS shall ensure that the following measures are carried out:

I. APPLICABILITY OF AGREEMENT

HCS shall comply with the stipulations set forth in this Agreement for all programs and projects in the State of Oregon, which involve the exterior or interior rehabilitation, including the construction of exterior additions or expansion of existing buildings, of residential, commercial and public facilities structures and which are assisted entirely or in part by monies from the programs of the U.S. Department of Housing and Urban Development listed above. The

review process established by this Agreement shall be completed prior to HCS's final approval of any application for assistance under these programs, and prior to HCS or the property owner altering the property, or initiating or making an irrevocable commitment for construction that may affect a property that is 50 years of age or older. Any program or project that does not qualify for review under the terms of this Agreement shall be reviewed in accordance with the procedures outlined in 36 CFR Part 800.

## II. PROJECTS NOT REQUIRING REVIEW BY THE SHPO OR THE COUNCIL

A. Projects affecting only properties that are less than 50 years of age do not require review pursuant to the terms of this Agreement.

B. Projects which are limited to the rehabilitation of interior spaces within single family residential structures to be retained in the same use where such work will not be visible from the exterior of the structure do not require review pursuant to the terms of this Agreement.

C. Project activities not requiring review by the SHPO or the Council are enumerated in Attachment "A". Projects consisting exclusively of activities enumerated in Attachment "A" do not require review pursuant to the terms of this Agreement. Projects consisting of activities not enumerated in Attachment "A" in addition to activities enumerated in Attachment "A" shall be reviewed pursuant to Stipulations IV and V of this Agreement.

## III. AREA OF POTENTIAL EFFECT

It is agreed for purposes of this Agreement, that the Area of Potential Effect (APE) will be limited to the individual building when a proposed project is limited to the rehabilitation of its existing interior or exterior features. If construction of exterior additions or expansion of existing buildings is anticipated, the APE shall take into account the likely visibility of the structure and its potential impacts.

## IV. IDENTIFICATION OF HISTORIC PROPERTIES

A. HCS shall review all existing information on any property within the APE that may be affected by the use of these funds, including the National Register of Historic Places, local inventories and the SHPO's records regarding those properties which have been determined to be Historic Properties either individually, as part of a historic district, or as part of a multiple property nomination.

1. If the property proposed for rehabilitation is listed on the National Register or has already been determined to be a Historic Property, HCS shall proceed with the review of the project pursuant to Stipulation V, unless the project is exempted under Stipulation II.

2. If the property proposed for rehabilitation has been determined by HCS or the locality, in written consultation with the SHPO within the last five (5) years, to be ineligible for inclusion in the National Register, and if the property has not been inventoried by the locality and included in the locality's Comprehensive Plan as a Goal 5 resource, then the project may proceed without further review under the terms of this Agreement.

B. If the property proposed for rehabilitation is not listed on the National Register, and is at least 50 years of age, and the project is not exempted under Stipulation II, then HCS shall submit the documentation required pursuant to 36 CFR §800.4 and the Minimum Requirements for Project Proposal Documentation for Non-Archaeological Sites or for Standing Structures (Attachment "B") as determined by the SHPO to the SHPO for review. Other information may be requested by the SHPO if necessary. HCS shall apply the National Register Criteria, 36 CFR Part 60.4, (Attachment "C"), and notify the SHPO of its determination in this submittal.

1. If the SHPO agrees with HCS that a property is eligible under the criteria, the property shall be considered eligible for the National Register for purposes of this Agreement, and shall hereinafter be referred to as a Historic Property. HCS and the SHPO shall continue consultation in accordance with the terms of this Agreement for all such properties.

2. If the SHPO agrees with HCS that the criteria are not met, the property shall be considered ineligible for the National Register for a period of five (5) years from the date of the SHPO's review and require no further review under this Agreement. Such properties need not be reevaluated during this five (5) year period, unless a party to this Agreement notifies HCS in writing that it has determined that changing perceptions of significance warrants the property's reevaluation.

3. If the SHPO disagrees with HCS's determination regarding eligibility, HCS shall consult further with the SHPO to reach agreement. If agreement cannot be reached, HCS shall obtain a final determination from the Secretary of the Interior pursuant to the applicable National Park Service regulations, 36 CFR Part 63.

## V. ASSESSMENT OF EFFECTS

A. Prior to undertaking any activities that are not exempt under Stipulation II, HCS shall provide the SHPO with clear, unobstructed photographs (no Polaroids) of the Historic Property and a general work description which adequately details the scope of work for each rehabilitation project that may affect a Historic Property, including work write-ups, working drawings, and specifications, as appropriate, and any additional documentation necessary to understand the project. Additionally, if an undertaking involves

construction of exterior additions or expansion of existing buildings, HCS will also forward information that delineates the APE and identifies all properties within the APE that may meet one or more of the National Register Criteria. HCS shall ensure that the Secretary of the Interior's Standards for the Treatment of Historic Properties, (Standards) will be employed in all rehabilitation projects. HCS shall apply the Criteria of Effect and Adverse Effect, 36 CFR §800.9, in consultation with the SHPO to any Historic Property that may be affected by a project, and will review the scope of work to determine if the project conforms to the recommended approaches contained in the Standards.

1. If HCS determines that an undertaking will have no effect, HCS shall notify the SHPO in writing of this finding. If the SHPO does not object in writing to this notice within 15 days, the undertaking may proceed as submitted without further review.

2. If HCS determines that a project conforms to the Standards, HCS shall notify the SHPO in writing of this finding. If the SHPO does not object in writing to this determination within 30 days, the undertaking will be considered to have "no adverse effect" on Historic Properties, and may proceed as submitted without further review.

3. If HCS or the SHPO finds that a project does not conform to the Standards, the project will be considered to have an "adverse effect" on the Historic Properties. The SHPO may recommend modifications to the scope of work or conditions under which the project would be found to conform to the Standards in its response to HCS. If HCS accepts the modifications recommended, the undertaking will be considered to have "no adverse effect" on Historic Properties, and may proceed as modified without further review. If the modifications recommended are not accepted, then HCS shall consult further with the SHPO to seek ways to avoid, minimize, or mitigate the adverse effect. If all adverse effects cannot be avoided, HCS shall obtain the comments of the Council in accordance with 36 CFR §800.5(e).

4. HCS shall notify the SHPO of any changes to an approved scope of work, other than activities exempted under Stipulation II, and shall provide the SHPO with the opportunity to review and approve such changes. If the changes do not conform to the Standards, the parties shall consult further and will obtain the comments of the Council in accordance with 36 CFR §800.5(e) if an adverse effect cannot be avoided.

5. HCS shall retain documentation of the rehabilitation, including the work write-ups and photographs as part of its permanent project records.

#### VI. SHPO RESPONSIBILITIES

A. The SHPO is permitted thirty (30) calendar days, except for reviews conducted under Stipulation V.A.1. above, after the receipt of any submitted documentation to review and comment on such material. If the SHPO does not provide comments within this time period, HCS may assume that the SHPO concurs with its determination of eligibility, or finding of effect.

B. The SHPO will provide technical assistance and training on the application of the Standards to the extent possible.

#### VII. 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 Historic Property may be affected in an unanticipated manner, HCS will assume its responsibilities pursuant to 36 CFR §800.11(b)(2).

#### VIII. REPORTING

HCS shall forward an annual report by August 31st, of all projects covered by the terms of this Agreement to the SHPO, Council, and the U.S. Department of Housing and Urban Development, Portland Field Office. This report will list the projects that were exempted from review under Stipulation II., the properties that were rehabilitated with program funds or assistance which were less than 50 years of age, and the properties that were reviewed under the terms of this Agreement. The properties or projects should be listed by the property address including city and county.

#### IX. MONITORING

The SHPO and the Council may monitor any activities carried out pursuant to this Agreement, and the Council will review such activity if so requested. HCS will cooperate with the SHPO and the Council in carrying out these monitoring and review responsibilities.

#### X. DISPUTE RESOLUTION

If HCS and the SHPO are unable to resolve any disagreement arising under the provisions of this Agreement, HCS shall, unless the dispute relates to the National Register eligibility of any property, forward full documentation regarding the project, the basis for the dispute, and initiate consultation with the Council in accordance with 36 CFR §800.5(e).

#### XI. HCS STAFFING

HCS will assign qualified staff to assure that consultations are carried out pursuant to this Agreement. HCS will also assign qualified staff to assure that rehabilitation work is carried out in accordance with the specifications and work descriptions provided to the SHPO for review of findings of effect, including any project modifications recommended by the SHPO which were accepted by HCS. Responsible HCS staff will certify that work was carried out pursuant to those documents.

#### XII. AMENDMENTS

Any party to this Agreement may request that it be amended, whereupon the parties will consult in accordance with 36 CFR §800.13 to consider such amendment. No amendment to this Agreement will become effective without the written concurrence of all the parties.

#### XIII. TERMINATION

Any party to this Agreement may terminate the Agreement by providing thirty (30) days notice to the other parties, provided that the parties will consult during the period prior to the termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, HCS will comply with 36 CFR §§800.4-800.6 with respect to individual undertakings covered by this Agreement.

#### XIV. FAILURE TO COMPLY WITH TERMS OF AGREEMENT

In the event HCS cannot carry out the terms of this Agreement, it shall not take or sanction any action or make any irreversible commitment that would result in an adverse effect to historic properties or would foreclose the Council's consideration of modifications or alternatives to the undertaking, and HCS will comply with 36 CFR §§800.4-800.6 with regard to each individual undertaking covered by this Agreement.



EXECUTION AND IMPLEMENTATION of this Programmatic Agreement evidences that the State of Oregon Housing and Community Services Department, has afforded the Council a reasonable opportunity to comment on these programs and that HCS has taken into account the effects of the programs on historic properties.

STATE OF OREGON HOUSING AND COMMUNITY SERVICES DEPARTMENT

By: *[Signature]* Date: 4/14/94  
Title: *Division Administrator*

OREGON STATE HISTORIC PRESERVATION OFFICER

By: *[Signature]* Date: 7/22/94  
Deputy State Historic Preservation Officer

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: *[Signature]* Date: 8/29/94  
Executive Director

ATTACHMENT "A"

To The State of Oregon Housing and Community Services Department  
Programmatic Agreement for Rehabilitation

PROJECT ACTIVITIES NOT REQUIRING REVIEW

1. Electrical work, limited to in-kind replacement, upgrading of electrical systems or the replacement of non-original fixtures;
2. Plumbing repair or replacement;
3. Installation of mechanical equipment which does not affect the exterior of the building or require installation of new duct work throughout the interior;
4. Interior painting or wallpapering;
5. Exterior painting, unless the property is subject to review by SHPO under ORS 358.475 et seq., Classification of Historic Properties or local landmark ordinance provisions, if destructive surface preparation treatments, including, but not limited to, waterblasting, sandblasting and chemical removal are not used;
6. Repair or replacement of porches, cornices, exterior siding, doors, balustrades, stairs, or trim when the repair or replacement is done in-kind to match existing material and form or to restore the original character;
7. Repair of deteriorated windows when the repair or replacement is done in-kind to match the existing material and form;
8. Caulking and weatherstripping with compatibly colored materials;
9. Roof repair or replacement with materials which closely match the existing material and form, or with materials which restore the original feature;
10. Installation of insulation, if installed from the interior or blown in attic insulation, if properly vented;
11. Installation of continuous ridge vents covered with ridge shingles or boards; or roof and eave vents, if not located on a primary elevation or visible from the public right-of-way. Installation of foundation vents, if painted or finished to match the existing foundation material.
12. Installation of fire or smoke detectors;
13. Installation of security devices, including electronic systems, deadbolts, door and window locks and latches, door peepholes, providing that no significant architectural feature is removed. Security bars are allowable on basement windows.

14. Repair or replacement of driveways, parking areas, exterior retaining walls, exterior stairs, and walkways when work is done in-kind to closely match existing materials and form;
15. Repair or replacement of fencing when work is done in-kind to closely match existing materials and form;
16. Repair or replacement of floor coverings in kitchens and baths and carpeting throughout the remaining interior spaces, and painting or refinishing of wood and concrete floors;
17. Repair or replacement of floors when work is done in-kind to closely match existing materials and form;
18. Installation of grab bars and minor interior modifications for handicapped accessibility;
19. Repair or replacement of signs or awnings when work is done in-kind to match existing materials and form, or when work is done to match historical appearance;
20. Repair or replacement of interior stairs, ceilings and walls when work is done in-kind to closely match existing materials and form;
21. Repair of foundations when work is done in-kind to closely match existing materials and form, or alterations which restore the original appearance;
22. Structural repairs which do not significantly alter or destroy original interior or exterior character-defining features;
23. Installation of gutters and roof drain systems including enlarging rafter notches to accomodate adequately sized, modern gutters;
24. Sewer line, water line and drain connections which do not disturb historic exterior building or landscape materials or features such as masonry walls;
25. Rehabilitation of kitchens and baths if there are no structural changes that affect other parts of the structure;
26. Installation of wheelchair ramps on secondary elevations meeting code as long as ramps can be easily removed and are not permanently affixed to the structure. Stairs and railings may not be removed to construct a ramp;
27. Installation of handrails and guardrails to meet building code if not attached to significant detailing, and designed in a compatible manner that does not detract from the character of the structure;

28. Repair or replacement of deteriorated siding materials when work is done in-kind to match existing materials and form, or restoration of original siding materials;
29. Powerwashing of exterior masonry if performed at no more than 600-psi with mild detergent, and otherwise meeting the Standards;
30. Masonry repair including repointing, and rebuilding chimneys if the joints are done by hand and the mortar matched as to original composition. Mixtures should not contain more than 20 percent Portland cement. Saws are not an acceptable method of removing deteriorated mortar. Installation of chimney flue liners is allowable.