

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

WHEREAS, LDG Development (LDG) and the Louisville Metro Housing Authority (LMHA) have partnered to redevelop the Dosker Manor public housing site (“Undertaking”), the subject of this Programmatic Agreement (“Agreement”), which consists of the demolition of three existing high-rise buildings. Preliminary plans include the construction of approximately 211 new 1- and 2-BR mixed-income family housing units on the Dosker Manor site supported by new and improved amenities and public infrastructure (Attachment 1); and

WHEREAS, ~~the -Owner Entity and LDG, as developer, ship Partners LDG-~~will seek ~~and contribute~~ funding towards the construction of this Undertaking from a variety of sources, including but not limited to Low-Income Housing Tax Credits from Kentucky Housing Corporation, Community Block Grant Funds from Louisville Jefferson County Metro Government (LJCMG), along with Project Based Voucher subsidies from LMHA for its ongoing operations; and

WHEREAS, LJCMG has allocated \$188,000 from the Mayor’s Office, \$40,000 in Substance Abuse and Mental Health Services Administration (SAMHSA) ReCast Grant funding to operate an Office of Safe and Healthy Neighborhoods’ (OSHN) Supportive Housing Project (SHP) on-site at Dosker Manor to support case management services for residents during the relocation process, and \$50,000 in funding to support pest extermination protocols during relocation; and

WHEREAS, Section 106 of the National Historic Preservation Act (NHPA), as amended, 54 U.S.C. § 306108, and its implementing regulations at 36 CFR Part 800 (Section 106), requires 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, 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 and LMHA have agreed that LMHA will assume responsibilities to perform various actions described in this Agreement, and that LMHA has participated in this consultation and signed this Agreement as an Invited Signatory to jointly carry out the responsibilities of the Agreement in partnership with LJCMG; and

WHEREAS, LJCMG, in consultation with the Kentucky State Historic Preservation Office/ Kentucky Heritage Council (Kentucky SHPO), has defined the Undertaking's Area of Potential Effects (APE) as illustrated in Attachment 2; and

WHEREAS, within the APE, LJCMG has identified the Dosker Manor as a National Register of Historic Places (NRHP) eligible site, and Kentucky SHPO has concurred with this finding; and

WHEREAS, LJCMG has determined the Undertaking will have direct adverse effects to the three identified resources on the site: JFL-9090 Dosker Manor East, JFL-9090.001 Dosker Manor West, and JFL-9090.002 Dosker Manor North; and

WHEREAS, the Undertaking includes all demolition and construction associated with the project as of **April March XX**, 2025, and will be in the area bounded by Liberty Street to the north, Preston Street to the east, Muhammad Ali Boulevard to the south, and Jackson Street to the west; and

WHEREAS, prior to demolition and construction, the following actions will take place to help identify and determine potentially intact and significant buried archaeological features beneath the park lot areas at Dosker Manor: 1) testing using ground penetrating radar, 2) a records search will be performed with the Office of State Archaeology (OSA) to identify the locations of previously recorded or known cultural resources or previous archaeological surveys in and around the APE, 3) a map review, especially of historic Sanborn Fire Insurance maps, to determine the presence and locations of potential historical archaeological resources within the APE including a review of contextual and cartographic (historic maps and photographs) evidence of historic occupation and data regarding the likely locations of buried cultural features such as foundations and privies, 4) archival research, including a brief census and residency review of the archaeological APE, to determine if any of the historic lots have demographic information that would fill gaps in the understanding of Louisville's development, 5) a site visit to examine and map any depressions in the parking lots, along with data from the map review, compared to GPR data to ensure a higher level of confidence in the findings, and 6) a final report that reconciles all of the findings and provide evidence to support conclusions and recommendations regarding the locations, if any, that best appear to contain intact buried deposits which should be targeted for later testing or excavations; and

WHEREAS, redevelopment activity will include ~~one phase of~~ demolition of the existing Dosker Manor Buildings East, West, and North (Attachment 2), and one phase of new construction associated with the Dosker Manor site. Preliminary plans include four (4) residential buildings with surface and 'tuck under' parking. The proposed unit mix includes 118 1-BR units and 93 2-BR units for households with a mix of incomes levels (30% and less of Area Median Income (AMI), and between 30 to 80% of AMI). Over 7,300 square feet of indoor amenity and resident services space is planned, including onsite management offices, as well as ample green space for exterior amenities. (Attachment 1); and

WHEREAS, the Undertaking will also include the reconfiguration of parking areas and curb cuts (Attachment 1); and

WHEREAS, construction associated with the Undertaking and the effects of this future construction on historic properties have yet to be fully determined; therefore, LJCMG, in

consultation with Kentucky SHPO, has agreed to fulfill its Section 106 compliance responsibilities for the Undertaking through the development and implementation of this Agreement as authorized under 36 CFR § 800.14(b)(3); and

WHEREAS, the resolution of effects associated with the Undertaking will be accomplished utilizing mitigation measures negotiated amongst all Consulting Parties and agreed to by LJCMG and Kentucky SHPO in this Agreement and signed by all Signatories and Invited Signatories; and

WHEREAS, LJCMG and LMHA have consulted with HMB Professional Engineers (HMB), Mannik & Smith Group, LDG and Red7e, and each of these entities has agreed to be an Invited Signatory and to participate in the execution of mitigations to resolve adverse effects to Historic Properties associated with this Undertaking; and

WHEREAS, ACHP was notified of this undertaking and per their letter dated December 19, 2024, has declined to elected to participate in this consultation process pursuant to 36 CFR § 800.6(a)(1)(iii) and to be a signatory to this PA; and the Section 106 consultation process, and therefore will not be a signatory to this agreement. A copy of the executed agreement, however, will be filed through the ACHP's e106 system; and

WHEREAS, LJCMG, in consultation with Kentucky SHPO and consistent with 36 CFR § 800.2(c)(2)(ii), have invited: the Cherokee Nation; the Delaware Nation of Oklahoma; the Eastern Band of Cherokee Indians; the Miami Tribe of Oklahoma; the Osage Nation; and the Peoria Tribe of Indians of Oklahoma to participate in the development of this Agreement as Concurring Parties; and

WHEREAS, periodic updates and progress reports will be sent to these Tribes, although none, to date, have responded to the invite or requested to be an Invited Signatory to the PA; and

WHEREAS, LJCMG and LMHA, in consultation with Kentucky SHPO and consistent with 36 CFR § 800.2(c)(5) have invited ACHP, Bluegrass Trust for Historic Preservation, members of the Dosker Manor and Liberty Green Resident Councils, Downtown Development Corporation, the Friary Apartments c/o The Marian Group, James Graham Brown Cancer Center, Louisville Metro Council District 4, LouMed, The Nativity Academy at St. Boniface and Saint Boniface Church, Novak Center for Children's Health, Nulu Food Mart, Phoenix Hill Neighborhood Association, Preservation Kentucky, Subway Sandwich Shop, University of Louisville (UofL) Ambulatory Care, UofL Hospital, UofL Physicians Outpatient Center, UofL School of Dentistry, UofL School of Medicine, Vital Sites, and Wayside Christian Mission to be Consulting Parties; and

WHEREAS, ~~ACHP~~, members of the Dosker Manor and Liberty Green Resident Councils, Downtown Development Corporation, LouMed, The Nativity Academy at St. Boniface and St. Boniface Church, UofL School of Dentistry, Louisville Metro Council District 4, UofL Ambulatory Care, UofL Hospital, UofL Physicians Outpatient Center, Vital Sites, and Wayside Christian Mission, and a member of the public (Darnell Farris), have agreed to be Consulting Parties and have been invited to participate as 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 from December 2024 to the present, as documented on the project website (<http://lmha1.org>), and will continue to do so during the Undertaking;

NOW, THEREFORE, LJCMG, Kentucky SHPO, ~~ACHP~~, LMHA, members of the Dosker Manor and Liberty Green Resident Councils, Downtown Development Corporation, LouMed, The Nativity Academy at St. Boniface and St. Boniface Church, UofL School of Dentistry, Louisville Metro Council District 4, UofL Ambulatory Care, UofL Hospital, UofL Physicians Outpatient Center, Vital Sites, and Wayside Christian Mission, and a member of the public (Darnell Farris) (Signatories) agree that the undertaking shall be implemented in accordance with the following stipulations to take into account the effect of the undertaking on historic properties:

STIPULATIONS

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, Invited Signatory, and Consulting Party shall designate a single point-of-contact (POC) for purposes of sending and receiving communications relating to this Agreement and shall be responsible for providing LJCMG and LMHA with the POC's name and contact information, including an email address. LJCMG and LMHA 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 VIII and upon request. All POCs will be listed on LMHA's website (www.lmha1.org).

2. Formal Correspondence

All LJCMG Section 106 findings and determinations and all Signatory, Invited Signatory, and Consulting Party comments shall be documented in writing and posted on the LMHA's website (www.lmha1.org). This website will be used as the clearinghouse for all formal project communication.

Once information is posted 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.

Kentucky 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, unless otherwise requested by Kentucky SHPO or a Consulting Party.

3. Review Periods

Unless otherwise specified in this Agreement, Signatories, Invited Signatories, and Consulting Parties shall have 30 calendar days from the time an email, as defined in Stipulation I.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, no objection will be assumed. If a party has no comments, they are encouraged to reply formally with “no comment” via email, phone or mail to expedite the review process. The review periods may be changed without an amendment to the Agreement, provided all Signatories concur via email. Signatories, Invited 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 Agreement, 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, the Invited 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 Agreement be a Consulting Party to the Agreement. All Signatories and Invited Signatories to the Agreement should be informed of additional consulting parties approved by LJCMG.

D. Future Use of This Agreement by Other Federal Agencies

In the event that another federal agency not initially a party to or subject to this Agreement receives an application for funding/license/permit for the Undertaking

as described in this Agreement, that agency may fulfill its Section 106 responsibilities by stating in writing that it concurs with the terms of this Agreement and notifying the LJCMG, Kentucky SHPO, and the ACHP that it intends to do so. Such agreement shall be evidenced by execution of an addendum to the Agreement, filing it with LJCMG, Kentucky SHPO, and ACHP, and implementation of the terms of this Agreement.

II. THE PROJECT

A. Definition

The Undertaking includes all demolition and construction associated with the project as of ~~April March~~ DATE, 2025. All work associated with the project will be in the area bounded by Liberty Street to the north, Preston Street to the east, Muhammad Ali Boulevard to the south, and Jackson Street to the west, and will include the demolition of the existing Dosker Manor East, West and North buildings (Attachment 3). The Undertaking includes preliminary plans to construct four (4) residential buildings with surface and ‘tuck under’ parking. The proposed unit mix includes 118 1-BR units and 93 2-BR units. A mix of 30% and 80% units will provide a mix of income levels. Over 7,300 square feet of indoor amenity and resident services space is planned, including onsite management offices, as well as ample green space for exterior amenities. (Attachment 4).

B. Effects to Historic Properties

Based upon the project plans (Attachments 3 and 4), the Signatories to this Agreement acknowledge that the Undertaking will adversely affect historic properties within the APE. Direct adverse effects to the NRHP-eligible properties will result from the demolition of JFL-9090 Dosker Manor East, JFL-9090.001 Dosker Manor West, and JFL-9090.002 Dosker Manor North, and new construction on the site within the district boundaries.

C. Resolution of Adverse Effects

1. Consultation

LJCMG shall continue consulting with all Signatories, Invited Signatories, and Consulting Parties to resolve adverse effects to historic properties associated with the Undertaking. To this end, LJCMG has hosted two separate meetings with Consulting Parties to date (December 12, 2024, and February 6, 2025). These meetings introduced the concept of the Consulting Party and the project in general, reviewed the project effects, provided the opportunity for all Consulting Parties to discuss project effects, and discussed possible mitigation strategies to resolve the adverse effects associated with the Undertaking.

Mitigation measures decided by Consulting Parties during these meetings include:

a. Remote Sensing and Background Research

i. Definition of the Project

Ground-penetrating radar (GPR) and archaeological background research will be done to identify potentially intact and significant buried features beneath the parking lot areas at Dosker Manor. This preliminary work will be followed by a Phase I archaeological survey to ground-truth the findings of the GPR and research. Both the GPR and the archaeological survey will be done prior to ground-disturbing activity.

The Phase I survey may result in the discovery of intact archaeological remains. If intact remains are found, then additional archaeological fieldwork may be required to evaluate (Phase II) and mitigate (Phase III) the adverse effects to these resources.

The findings of archaeological reports will also be used to prepare a public lecture if significant intact finds are made. The lecture will be posted to YouTube and LMHA's website, which will feature a dedicated webpage of the lecture, along with reports, education materials, meeting presentations, Sanborn Fire Insurance maps, etc. Content from the archaeological work may also help inform other mitigation activities.

ii. Qualified Personnel

The GRP survey and archaeological fieldwork will be completed by personnel meeting the Secretary of the Interior's Professional Qualifications Standards for Archaeologists (36 CFR Part 61 (b)). The Principal Investigator, Anne Bader with HMB Engineers (formerly of Corn Island Archaeology), will provide project management and oversight for this study, as well as the records search, map review, archival research, site visit and a report of findings. HMB has considerable prior experience in working with LJCMG and various federal agencies to identify below ground (archaeological) findings and to provide informed recommendations for the management of these resources if any are found.

The GRP survey, data processing and written documentation of the GRP results, which will inform this activity, will be performed by Mannik & Smith Group, a sister company to HMB Engineers, which has a demonstrated experience working in urban environments.

iii. Schedule

The GRP and background research can begin immediately following the implementation of the Agreement. The Phase I survey will not commence until all the residents of Dosker Manor have been relocated, which is expected to be complete by the end of 2025. Fieldwork to conduct GPR can begin within two weeks of notice to proceed, weather permitting, and will take two days to complete. Once the reports on the GRP survey and background research are completed, recommendations, if any, to move forward with excavations will be made and approved by the Kentucky SHPO. At the conclusion of archaeological fieldwork, LJCMG will provide Kentucky SHPO and all Consulting Parties with a full report of findings, activities completed, conclusions and recommendations, if any, to proceed with excavations. The Kentucky SHPO will provide verification that the activity has been completed as outlined in the Agreement within 15 days. Upon receipt of concurrence from Kentucky SHPO, LJCMG may proceed with ground-disturbing activities in the portion of the project area subject to the archaeological survey, and investigations, if needed. The Kentucky SHPO will also review the demolition plans prior to the beginning of demolition.

iv. Project Review and Acceptance

The Phase I archaeological survey and any other archaeological investigations, if needed, will be considered complete when the Kentucky SHPO has accepted the final report and when, if recovered, any artifacts have been curated at a location(s) approved by LJCMG, and the Kentucky SHPO, ~~and the ACHP~~. The Principal Investigator (PI) for the archaeological investigations will attend the quarterly Consulting Parties meetings and provide an update on the status of data recovery, potential excavations, and report writing until the draft report has been submitted. The PI will also provide a summary of activities for each annual report.

b. Videos focused on the Redevelopment of Dosker Manor

i. Definition of the Project

LDG Development will work with Red7e to create a series of short films documenting the relocation of the site's residents and the planning and building of the new on-site housing development. Content will also include a brief history of Dosker Manor, along with interviews of current and relocated Dosker Manor residents that document the rich history of the property as well as interviews with local, state, civic and Dosker Manor residents that document the evolution of the Dosker Manor site and their collective hopes for the revitalized community. The films will also capture the community engagement process leading up to revitalization.

Information from HMB's reports, including the "Inventory and National Register Eligibility Evaluation Dosker Manor Public Housing Complex and First Link Property" report that they completed in August 2024, along with findings, if any, discovered in conjunction with archaeological work will be incorporated into the film(s). The end result will be four films, three to seven minutes in length, that are suitable for airing on public television, LMHA's and LDG's websites, and social media, as well as at resident and community meetings, workshops and other events. Consulting Parties will be provided opportunities to offer input during the production phases of the work.

ii. Qualified Personnel

The films will be created and produced by Red7e, a Louisville-based professional communications firm with experience in marketing, digital creation, advertising, and video production.

iii. Schedule

The videos will be completed over a 24- to 36-month period after the execution of a contract between LDG Development and Red7e. At approximately 50% of completion of each video, Red7e will present each film or an outline to the Consulting Parties to solicit their input. Consulting Parties may provide input at the meetings, or they may provide comments in writing to LJCMG and LMHA within 15 days of the quarterly meetings. If a review period does not coincide with a quarterly meeting, the rough cut or outline will be made available to the Consulting Parties via LMHA's website, and Consulting Parties will be given 15 days to comment. LJCMG will notify Consulting Parties when the films are posted. Red7e will present the final films at quarterly Consulting Parties meetings.

iv. Project Review and Acceptance

Red7e will provide updates regarding progress on the videos at the quarterly Consulting Parties meetings until all the films are completed. Red7e will also provide a formal update to be included in the Annual reports for the project (Stipulation VIII).

The Stipulation will be fulfilled when LJCMG is in possession of the approved films that meet the set standards for airing. LDG Development and Red7e will also work with KET TV to have the films aired on public television.

c. Signage (Interpretive Signage, Historical Markers, and Reuse of Current Site Signage) and Historical Display

i. Definition of the Project

LMHA staff will work with a custom sign company and graphic artist to develop indoor and outdoor interpretive signage to be permanently installed on the redeveloped Dosker Manor site. Content for the signs, which will include a combination of photos and narrative, will be drawn from archaeological surveys, reports, historical maps, and other historical information. Archaeological artifacts, if discovered, and existing building signage from the site will be incorporated into the designs and accompanying displays to the greatest extent possible. Designs will follow the Americans with Disabilities Act guidelines for accessibility, including the use of contrasting colors for text and background for ease of reading.

LMHA will also work with LJCMG to determine eligibility and apply for the installation of an outdoor historic marker on the Dosker Manor site.

Placement and installation of signage, displays, and historical markers will be coordinated with LDG Development. The project team will also work with LDG Development and Red7e to incorporate signage and displays into their video content.

Consulting Parties will be asked to provide input on signage and display design concepts during their quarterly meetings.

ii. Qualified Personnel

LMHA staff will work with LJCMG and HMB to develop proposed content for signage and displays. Curatorial assistance will also be sought as needed for artwork and display creation, and the design of accompanying educational materials (brochures, website content, etc.).

iii. Schedule

LMHA will begin working with LJCMG and HMB (the project team), on this activity upon execution of this Agreement. Prior to the start of design, the project team will present the ideas for content that have been suggested from the Consulting Parties thus far, and solicit additional input from Consulting Parties during their quarterly meetings.

Potential content will be augmented by discoveries from the **Remote Sensing and Background Research** project. Upon completion of archaeological work, a summary of draft content and mock-ups of signage and displays will be presented to Consulting Parties for review.

at quarterly meetings.

Consulting Parties may provide input at those meetings, or they may provide comments in writing to LJCMG and LMHA within 15 days of the quarterly meetings. If a review period does not coincide with a quarterly meeting, the draft content and mock-ups will be made available to the Consulting Parties via LMHA's website, and Consulting Parties will be given 15 days to comment. LJCMG will notify Consulting Parties when the draft content and mock-ups are posted. LMHA will present the final designs at quarterly Consulting Parties meetings.

iv. Project Review and Acceptance

LMHA will provide progress reports on the signage and display designs at the quarterly Consulting Parties meetings. LMHA will also provide a formal update to be included in the Annual reports for the project (Stipulation VIII).

The Stipulation will be fulfilled when all project components are installed and posted on LMHA's website.

III.FUTURE HOUSING DEVELOPMENT PROJECT CONSULTATION

A. Consultation

1. Initial Consultation

In addition to consultation with all Signatories, Invited Signatories, and Consulting Parties on the stipulations and mitigation activities described in Section II, LJCMG will work with Kentucky SHPO to identify finishes, color palettes, and other strategies for the newly developed housing that could be used to avoid or minimize effects to historic properties that are adjacent to construction. Through consultation, LJCMG shall incorporate design features into the new development that will avoid adverse effects to St. Boniface Church, The Nativity School of St. Boniface, and other historical properties adjacent to or near Dosker Manor.

a. Quarterly Meetings

To facilitate communication and ensure timely distribution of information on the new housing development project, LJCMG shall include this information into the agendas of the Consulting Parties regular quarterly meetings. The meetings will provide updates on the status of the new housing development project, and advance notice of the Concept Design timeline and deadlines. The meetings will also provide updates on the Final Design and construction, once underway, to review unanticipated design changes that were required

during construction. The meetings are intended to foster substantive discussion regarding potential project effects and to help the design team identify avoidance and minimization strategies. The meetings will also be used to review progress on and refine mitigation strategies, if necessary. Additional meetings may be necessary to adhere to critical project deadlines and will be scheduled as necessary.

2. Pre-Design Consultation

The Dosker Manor Redevelopment Project is a dynamic project that will occur over several years. Construction will be designed and financed independently by LDG Development. Input from the Consulting Parties is most meaningful when the project is in Concept Design, thus LJCMG will initiate consultation at the earliest stage of the design process.

To ensure that the design team understands and anticipates potential effects to historic properties at the earliest possible point in design, and realizing that more effects may be identified through future consultation outlined in Section III.A-C, LJCMG shall invite a representative of the Kentucky SHPO to also participate in design consultation meetings with the design and development team. The meetings, which will include LDG's design team, will be scheduled through LJCMG and LMHA and ~~will be~~ used to anticipate potential adverse effects and identify possible strategies to minimize or avoid effects entirely.

B. Concept Design

1. Consultation Process and Timeline

LJCMG shall initiate consultation at such time a conceptual design for the new housing development is available for review. LJCMG shall notify the Signatories, Invited Signatories, and Consulting Parties and shall make the conceptual design available for review by the parties on the LMHA website (www.lmha1.org). The LJCMG POC will provide a direct link via email to where these documents are hosted on the website.

Approximately 15 calendar days after notification, LJCMG shall host a face-to-face meeting with the Signatories, Invited 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

- a. At the face-to-face meeting with the Signatories, Invited Signatories, and Consulting Parties, a representative of the design and development team shall present the conceptual design for construction under consideration. 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.

- b. LJCMG will convene the Conceptual Design meeting to solicit input from the Consulting Parties regarding strategies to avoid or minimize adverse effects if they exist. If LJCMG or the Consulting Parties identify strategies that avoid all effects to historic properties, a discussion of strategies to resolve adverse effects through mitigation will not be necessary.

If LJCMG anticipates that construction may have adverse effects that cannot be avoided, LJCMG will provide its rationale for why the adverse effects cannot be avoided. At this meeting LJCMG will introduce additional proposed mitigation strategies and will begin the process of soliciting input regarding the resolution of effects from the Consulting Parties. The meeting will review the suite of mitigation options that may be used to resolve the adverse effects and LJCMG will seek to determine the preferences of the Consulting Parties for one mitigation strategy over another.

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

C. Resolution of Effects

1. Following the close of the 30-day comment period mentioned in Stipulation III.B.1.b, LJCMG will address all Consulting Party comments. At this point, LJCMG may elect to revise the conceptual housing design in response to input received from the parties to avoid adverse effects.
2. If LJCMG determines that adverse effects cannot be avoided, LJCMG will meet with Kentucky SHPO to review and adjudicate the Consulting Party comments and to determine the most appropriate additional mitigation options.
3. Following this coordination meeting, LJCMG shall issue a Letter of Recommendation (LOR) to document and commit parties to completing the agreed upon additional mitigation strategies to resolve the adverse effects associated with construction. The LOR shall be developed consistent with 36 CFR § 800.6(c), and it will reference this Programmatic Agreement, and the commitments made in this agreement. The LOR will be based on input from the Consulting Parties and will stem from the preferences expressed by the consulting parties for specific strategies. 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, Invited 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 and Kentucky SHPO have considered the relative importance of the affected historic property(ies) to the Phoenix Hill neighborhood and the severity of the adverse effect.

4. Once the LOR is issued by LJCMG, Signatories, Invited Signatories, and Consulting Parties shall have 15 days to comment on the document. LJCMG will address all comments and circulate the LOR for final signature. Should project plans change significantly (changes to building footprint, elevation, or design) after the LOR is executed, LJCMG will update all Consulting Parties at the Quarterly Meeting or through additional meetings as needed and will reinitiate consultation if appropriate.
5. 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.B.3.d. The LOR shall be developed consistent with 36 CFR § 800.6(c) and it shall include: the selected conceptual design 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.

D. Comment Options and Periods

1. Option of No Comment
Every Consulting Party, Invited Signatory, and Signatory will be provided the option of noting specifically that they have no comment via email, phone or mail
2. Requests for Additional Time
If a Signatory, Invited Signatory, or Concurring Party requests additional time to review project documents, LJCMG will grant up to 90 days of additional time for consultation in 30-day increments.

IV. UNANTICIPATED DISCOVERIES

Any unanticipated discoveries during project implementation or any unanticipated adverse effects on identified historic properties will be treated as outlined here. In the event that human remains are encountered during ground disturbing activities within the APE, LJCMG must immediately stop all work in the area in which human remains were discovered 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 the Office of State Archaeology, Kentucky SHPO, LMHA, and LJCMG.

V. DISPUTE RESOLUTION

Should any Signatory or Invited 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) or Invited Signatory 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, Invited Signatories, and Concurring Parties, and provide them with a copy of this written response. LJCMG will then proceed according to ACHP's 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, Invited Signatories, and Concurring Parties to the Agreement, 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 Agreement 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 and the Invited Signatory. The Signatories and the Invited Signatory 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 and the Invited Signatory is filed with the ACHP.

VII. TERMINATION

If any Signatory or Invited Signatory to this Agreement determines that it cannot or will not fulfill its responsibilities under this Agreement, that Signatory or Invited Signatory shall immediately consult with the other Signatories and Invited Signatory in an attempt to develop an amendment per Stipulation V of this Agreement. If within 30 calendar days, or another time period agreed to by all Signatories and the Invited Signatory in writing, an amendment cannot be reached, any Signatory or Invited Signatory may terminate this Agreement upon written notification to the other Signatories and the Invited Signatory.

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, Invited Signatory, 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 and the Invited Signatory (Effective Date). This Agreement shall remain in effect for a period of 10 years from its Effective Date. One year prior to its expiration, the Signatories and Invited Signatory shall consult to determine whether it should be extended through an amendment per Stipulation V.

IX. ANNUAL REPORTING

On or before January 31 of each year or until the Signatories and the Invited Signatory 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, the Invited Signatory, 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 LMHA's website.

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]

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

Louisville-Jefferson County Metro Government
Signatory

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
AMONG THE LOUISVILLE-JEFFERSON COUNTY METRO
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PROJECT, LOUISVILLE, KENTUCKY**

Kentucky Heritage Council
Signatory

By: _____
Craig Potts, State Historic Preservation Officer

Date: _____

Approved as to form and legality:

Legal Counsel
Tourism, Arts & Heritage Cabinet

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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: _____

Elizabeth Strojan, Executive Director

Date: _____

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REGARDING THE DOSKER MANOR REDEVELOPMENT PROJECT,
LOUISVILLE, KENTUCKY**

Dosker Manor Resident Council (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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LOUISVILLE, KENTUCKY**

Liberty Green Resident Council (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE DOSKER MANOR REDEVELOPMENT PROJECT,
LOUISVILLE, KENTUCKY**

Downtown Development Corporation (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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LOUISVILLE, KENTUCKY**

LouMed (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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LOUISVILLE, KENTUCKY**

The Nativity Academy at St. Boniface (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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LOUISVILLE, KENTUCKY**

St. Boniface Church (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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LOUISVILLE, KENTUCKY**

UofL School of Dentistry

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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LOUISVILLE, KENTUCKY**

Louisville Metro Council District 4 (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
AMONG THE LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT,
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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LOUISVILLE, KENTUCKY**

UofL Ambulatory Care (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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LOUISVILLE, KENTUCKY**

University of Louisville School Hospital (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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LOUISVILLE, KENTUCKY**

UofL Physicians Outpatient Center (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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LOUISVILLE, KENTUCKY**

Vital Sites (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING THE DOSKER MANOR REDEVELOPMENT PROJECT,
LOUISVILLE, KENTUCKY**

Wayside Christian Mission (Concurring Party)

By: _____

Date: _____

**PROGRAMMATIC AGREEMENT
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THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
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LOUISVILLE, KENTUCKY**

Darnell Farris (Concurring Party)

By: _____

Date: _____
