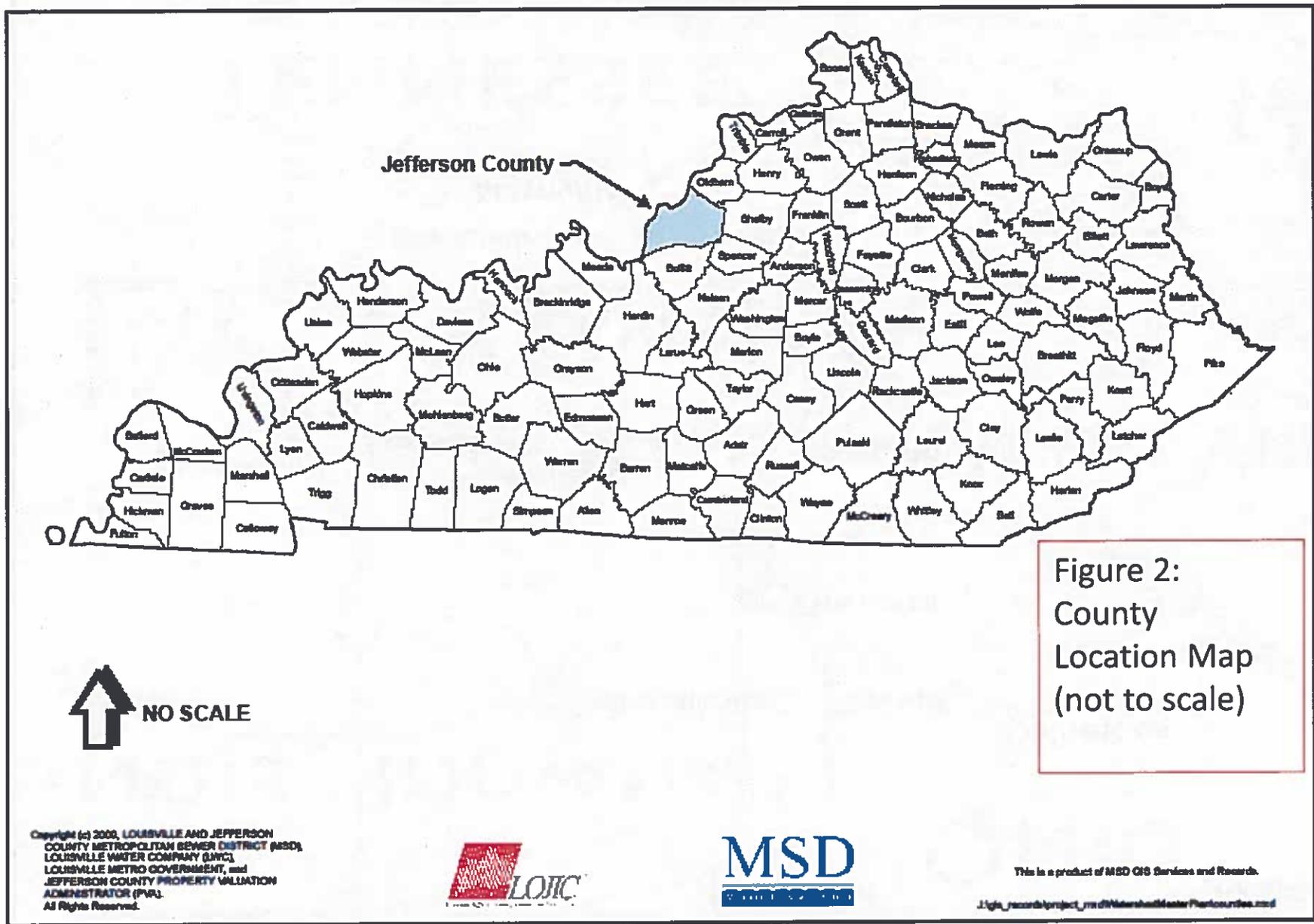


Appendix A – Project Area Maps



Figure 1: Overview Location Map (not to scale)



Jefferson County

Figure 2:
County
Location Map
(not to scale)

↑ NO SCALE

Copyright (c) 2000, LOUISVILLE AND JEFFERSON COUNTY METROPOLITAN SEWER DISTRICT (MSD), LOUISVILLE WATER COMPANY (LWC), LOUISVILLE METRO GOVERNMENT, and JEFFERSON COUNTY PROPERTY VALUATION ADMINISTRATOR (PVA). All Rights Reserved.



This is a product of MSD GIS Services and Records.

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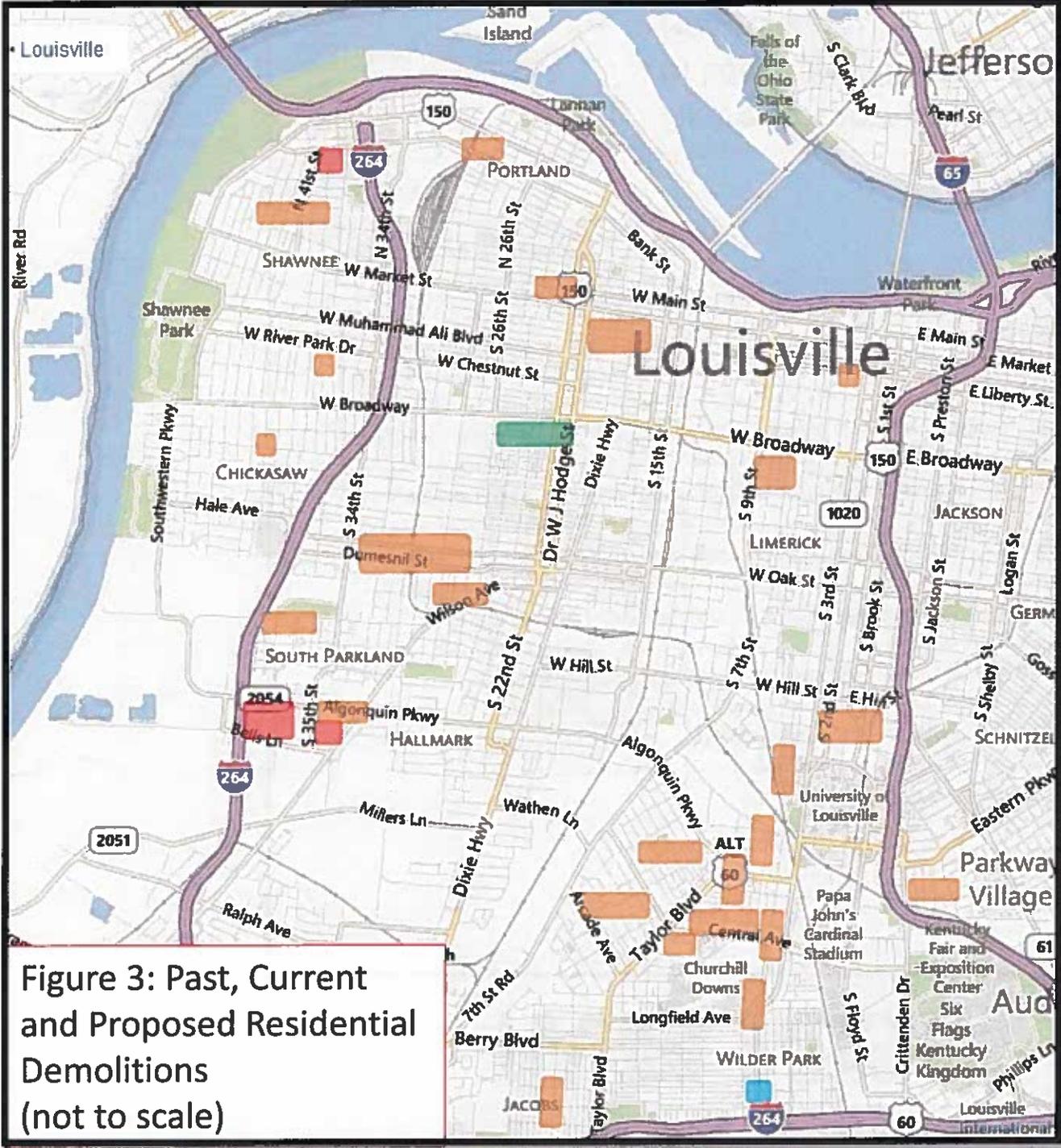


Figure 3: Past, Current and Proposed Residential Demolitions (not to scale)

Louisville Metro Multi-Hazard Mitigation 5-Year Action Plan
 CSSA Proposed Project Areas

Rank	Project Name	# Structures
1	Maple Street Area Phase I	21
2	Maple Street Area Phase II	17
3	Maple Street Area Phase III	54
4	Maple Street Area Phase IV	36
5	Algonquin Meadows	26
6	Belair Neighborhood	43
7	Transylvania Neighborhood	8
8	Wewoka/West Park	57
9	Parkway Terrace	20
10	Linwood Ave Area, Phase I	29
11	Linwood Ave Area, Phase II	40
12	Linwood Ave Area, Phase III	48
13	Chauncey/Colonial Park	32
14	Duncan Street	57
15	West Roseland	14
16	Del Park Terrace	7
17	South 41st Street	14
18	Dumesnil Street	85
19	Wilson Avenue	26
20	Thompson Place	49
21	Colorado Avenue	53
22	Rodman Street	29
23	West Kenton Street	40
24	Industrial Park	42
25	Churchhill	27
26	Central Station	39
27	Burton Avenue	14
28	Heywood Avenue	41
29	South 5th Street	21
30	Cedar Street	65
31	Bank Street	22
32	Pirtle Street	20
33	West Breckinridge Street	35
34	Wheeler Avenue	46
Total proposed # structures for demolition		1177

Key
Approved
Submitted
Withdrawn
Not Submitted



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0024E

FIRM

FLOOD INSURANCE RATE MAP
METROPOLITAN GOVERNMENT OF
LOUISVILLE AND
JEFFERSON COUNTY,
KENTUCKY
AND INCORPORATED AREAS

PANEL 24 OF 144

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT	21022	0024	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.

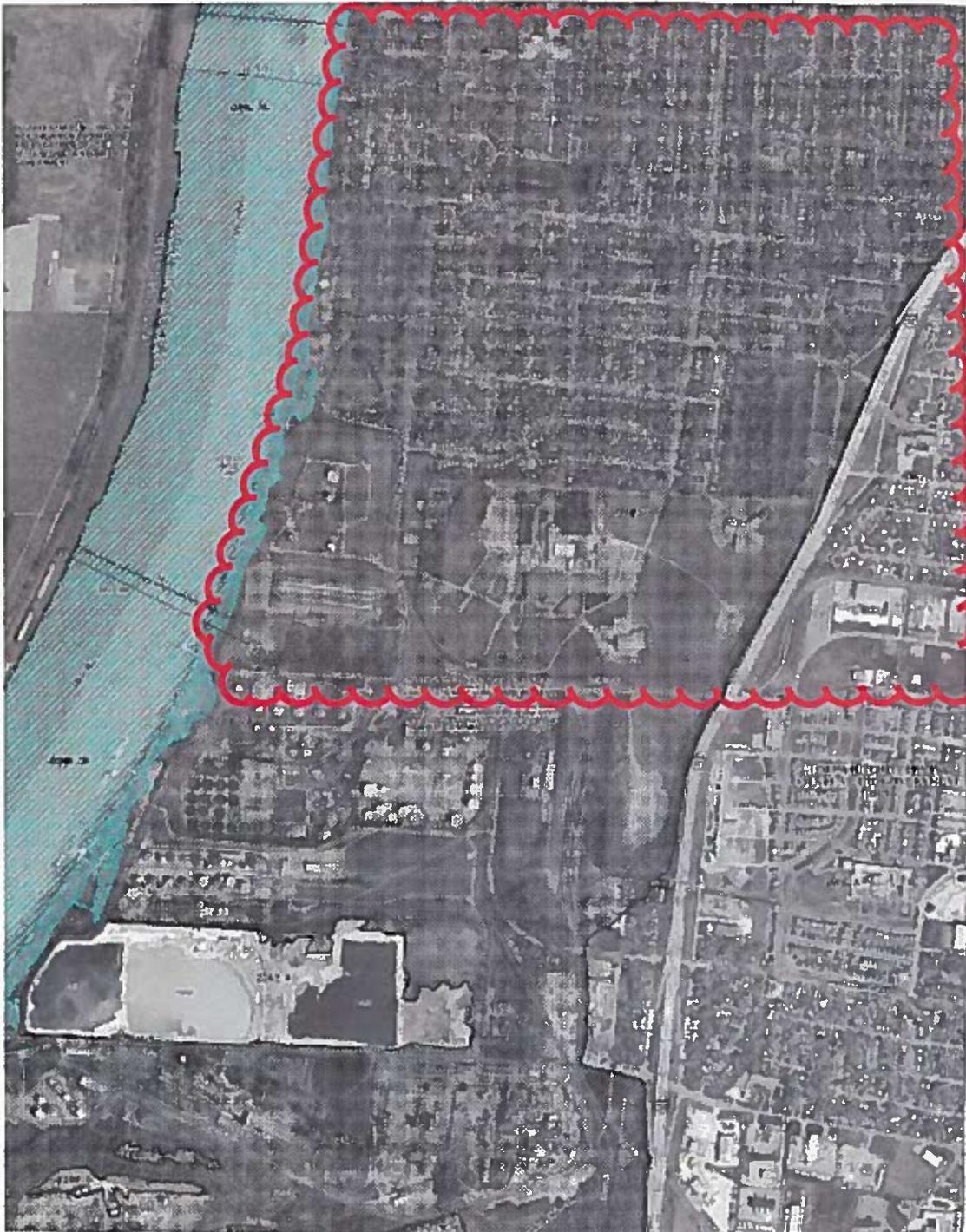


MAP NUMBER
21111C0024E

MAP REVISED
DECEMBER 5, 2006

Federal Emergency Management Agency

Figure 4.a. Approximate Project Area



NP

PANEL 0039E

FIRM

**FLOOD INSURANCE RATE MAP
METROPOLITAN GOVERNMENT OF
LOUISVILLE AND
JEFFERSON COUNTY,
KENTUCKY
AND INCORPORATED AREAS**

PANEL 39 OF 144

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

COMMUNITY	NUMBER	PANEL	SHEETS
LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT	2111C0	0039	5

Notice to User: The Map Number shown below should be used when placing map orders. The Community Number shown above should be used on insurance applications for the subject community.



**MAP NUMBER
2111C0039E**

**MAP REVISED
DECEMBER 5, 2006**

Federal Emergency Management Agency

Figure 4.b. Approximate Project Area



NIP

PANEL 0055E

FIRM

FLOOD INSURANCE RATE MAP
 METROPOLITAN GOVERNMENT OF
 LOUISVILLE AND
 JEFFERSON COUNTY,
 KENTUCKY
 AND INCORPORATED AREAS

PANEL 55 OF 144

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS

COMMUNITY	NUMBER	PANEL	SUFFIX
LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT	210100	0055	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



**MAP NUMBER
21111C0055E**

**MAP REVISED
DECEMBER 5, 2006**

Federal Emergency Management Agency

Figure 4.c. Approximate Project Area



NP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0056E

FIRM

**FLOOD INSURANCE RATE MAP
METROPOLITAN GOVERNMENT OF
LOUISVILLE AND
JEFFERSON COUNTY,
KENTUCKY
AND INCORPORATED AREAS**

PANEL 56 OF 144

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT	21020	1056	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



**MAP NUMBER
21111C0056E**

**MAP REVISED
DECEMBER 5, 2006**

Figure 4.d. Approximate Project Area



NFP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0040E

FIRM
FLOOD INSURANCE RATE MAP
METROPOLITAN GOVERNMENT OF
LOUISVILLE AND
JEFFERSON COUNTY,
KENTUCKY
AND INCORPORATED AREAS

PANEL 40 OF 144
 (SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

<u>COMMUNITY</u>	<u>NUMBER</u>	<u>PANEL</u>	<u>SUFFIX</u>
LOUISVILLE-JEFFERSON COUNTY METRO GOVERNMENT	21013	040	E

Notice to User: The Map Number shown below should be used when placing map orders; the Community Number shown above should be used on insurance applications for the subject community.



MAP NUMBER
2111C0040E

MAP REVISED
DECEMBER 5, 2006

Federal Emergency Management Agency

Figure 4.e. Approximate Project Area



U.S. Fish and Wildlife Service

National Wetlands Inventory

KY-MSD-Programmatic EA

Dec 30, 2013



Wetlands

- Freshwater Emergent
- Freshwater Forested/Shrub
- Estuarine and Marine Deepwater
- Estuarine and Marine
- Freshwater Pond
- Lake
- Riverine
- Other

Approximate Project area for Acquisition and Demolition Projects

This map is for general reference only. The US Fish and Wildlife Service is not responsible for the accuracy or currentness of the base data shown on this map. All wetlands related data should be used in accordance with the layer metadata found on the Wetlands Mapper web site.

User Remarks:

West Louisville, Jefferson County, KY.

Figure 5: Wetlands Map

Appendix B – Consent Decree by EPA and KDEP (IOAP)

<http://msdprojectwin.org/Portals/0/Library/Consent%20Decree%20Reporting/Annual%20Reports/Consent%20Decree%20Fiscal%20Year.%202013%20Annual%20Report.pdf>

Appendix C – Louisville Metro Multi-Hazard Mitigation Plan

<http://www.msdlouky.org/programs/crssite/Multi%20Hazard%20Mitigation%205%20year%20plan%202011.pdf>

Appendix D – Web Links for Information Available Online

1. MSD's MS 4 Program - <http://msdlouky.org/insidemsd/wwwq/ms4/index.htm>
2. HUD/EPA Sustainable Living strategies - <http://www.epa.gov/smartgrowth/partnership/>

Appendix E – MSD Sewer Overflow Response Protocol (SORP)

<http://msdprojectwin.org/Portals/0/Library/Overflow%20Reduction%20Operating%20Programs/Sewer%20Overflow%20Response%20Protocol/FY12%20SORP%20with%208-14-2012%20submittal.pdf>

Appendix F – Kentucky Historic Preservation Programmatic Agreement (Project Specific)

44 **Whereas**, FEMA has consulted with the Metro Preservation Officer and has invited them to sign the
45 Agreement as a Signatory; and

46 **Whereas**, FEMA, in accordance with 36 CFR § 800.6(a)(1), has notified the Advisory Council on Historic
47 Preservation (ACHP) of this Agreement and invited them to participate as a Signatory. The ACHP has
48 declined to participate; and

49 **Whereas**, FEMA, in accordance with 36 CFR § 800.6(a)(2), FEMA has invited the following parties to
50 participate in the consultation process for this Agreement as a concurring party: Neighborhood Planning
51 and Preservation, Portland Now, Inc., Preservation Louisville, Olmstead Parks Conservancy, Louisville
52 Metro Parks and Metropolitan Council District Members; and

53 **Whereas**, FEMA recognizes that the Absentee Shawnee Tribe of Oklahoma, Cherokee Nation, Delaware
54 Nation of Oklahoma, Eastern Band of Cherokee Indians, Eastern Shawnee Tribe of Oklahoma, Miami
55 Tribe of Oklahoma, Peoria Indian Tribe of Oklahoma, Shawnee Tribe, and the United Keetoowah Band of
56 Cherokee Indians may have sites of religious and cultural significance [as defined in 36 CFR § 800.16(x)]
57 in Louisville, Jefferson County, KY; and

58 **Whereas**, FEMA has invited the Absentee Shawnee Tribe of Oklahoma, Cherokee Nation, Delaware
59 Nation of Oklahoma, Eastern Band of Cherokee Indians, Eastern Shawnee Tribe of Oklahoma, Miami
60 Tribe of Oklahoma, Peoria Indian Tribe of Oklahoma, Shawnee Tribe, and the United Keetoowah Band of
61 Cherokee Indians to enter into this Agreement as a Signatory party to fulfill the requirements of Section
62 106; and

63 **Whereas**, the Eastern Shawnee Tribe of Oklahoma, Peoria Tribe of Indians of Oklahoma, and United
64 Keetoowah Band of Cherokee Indians, have agreed to enter into this Agreement as an invited Signatory
65 party; and

66 **Whereas**, the Delaware Nation determined that the location of the project does not endanger cultural
67 or religious sites of interest to them, but require notification if there are inadvertent discoveries; and

68 **Whereas**, the Shawnee Tribe responded that there are no known historic properties that will be
69 negatively impacted by the project; but require notification if there are inadvertent discoveries; and

70 **Whereas**, XXXXXX Tribes have declined to enter into this Agreement as a Signatory party; and

71 **Whereas**, Cherokee Nation, Eastern Band of Cherokee Indians and the Miami Tribe of Oklahoma have
72 not responded to FEMA's invitation to enter into this Agreement as an invited Signatory party; and

73 **Whereas**, in keeping with 36 CFR § 800.2(d) of the Section 106 regulations, FEMA shall seek and
74 consider the views of the public in a manner that reflects the nature and complexity of this Undertaking
75 and its potential to affect historic properties, the likely interest of the public in those effects,
76 confidentiality concerns of private individuals and businesses, and the relationship of the Federal
77 involvement of the Undertaking; and

78 **Whereas**, the consulting parties recognize that the exact number and location of private properties
79 subject to this Undertaking is unknown, but will begin with properties identified in FEMA projects FMA-
80 KY-2014-008, FMA-KY-2014-009, HMGP-1841-0035, HMGP-1912-0034, HMGP-1976-0020, and PDMC-PJ-
81 04-KY-2012-001; and

82 **Whereas**, the consulting parties recognize that the Undertaking may affect NRHP-listed or -eligible for
83 listing properties in addition to Park DuValle South Historic District.

84 **Now, Therefore**, the Signatories agree that the Undertaking shall be administered pursuant to the
85 Agreement's Stipulations (below) in order to satisfy FEMA's responsibilities pursuant to NHPA Section

86 106. FEMA shall not approve funding of an Undertaking that may affect a historic property until the
87 Undertaking is reviewed pursuant to this Agreement.

88

Stipulations

89 To the extent of its legal authority, and in coordination with other Signatories, FEMA shall ensure that
90 the following measures are implemented:

91 I. General

92 A. Applicability - This Agreement applies to proposed acquisition/demolition Undertakings by the
93 Subgrantee in Louisville, Jefferson County, KY. These properties have been determined to be
94 flood-prone properties.

95 B. Roles and Responsibilities: The below roles and responsibilities are in addition to those
96 articulated throughout the Agreement.

97 1. FEMA

98 a. FEMA shall use Federal, State, Subgrantee, or Contractor staff whose qualifications meet
99 the Secretary of the Interior's (Secretary's) Professional Qualifications Standards
100 (Professional Qualifications) set forth in the Federal Register at 48 Fed. Reg. 44716-01
101 (September 29, 1983), as amended (Qualified), in completing identification and
102 evaluation of historic properties and in making determinations of effects. FEMA shall
103 review any National Register eligibility assessments previously conducted and make its
104 own findings of effect.

105 b. FEMA shall provide the Signatories and the ACHP with an annual report for the previous
106 calendar year by May 30th of each year that this Agreement is in effect. The annual
107 report will summarize the actions taken to implement the terms of this Agreement,
108 statistics on Undertakings reviewed, and recommend any actions or revision to be
109 considered, including updates to the appendices.

110 c. FEMA shall confer annually and as necessary with other Signatories within 60 days after
111 issuance of the annual report, to review the report and discuss concerns in greater
112 detail. The review shall occur in person or by telephone as determined by FEMA.

113 2. SHPO

114 a. SHPO shall participate in the annual review convened by FEMA to review the
115 effectiveness of this Agreement in accordance with Stipulation I.B.1(c).

116 b. SHPO shall coordinate with FEMA, to identify consulting parties, including any
117 communities, organization, or individuals that may have an interest in the Undertaking
118 and its effects on historic properties.

119 3. Grantee

120 a. The Grantee shall ensure that their Subgrantee understands that failure to comply with
121 any project-specific conditions that have been placed on their grants could jeopardize
122 FEMA funding.

123 b. The Grantee shall notify FEMA as soon as possible of any proposed change to the
124 approved scope of work. The Grantee shall direct its Subgrantee not to implement the
125 changes to the proposed scope of work until any additional review required by this
126 Agreement is complete.

127 c. The Grantee shall participate in the annual review convened by FEMA to review the
128 effectiveness of this Agreement in accordance with Stipulation I.B.1(c).

129 d. The Grantee shall coordinate with FEMA, to identify consulting parties, including any
130 communities, organization, or individuals that may have an interest in the Undertaking
131 and its effects on historic properties.

132 4. Subgrantee

133 a. The Subgrantee understands that failure to comply with any project-specific conditions
134 that have been placed on their grants could jeopardize FEMA funding.

135 b. The Subgrantee shall participate in the annual review convened by FEMA to review the
136 effectiveness of this Agreement in accordance with Stipulation I.B.1(c).

137 c. The Subgrantee shall coordinate with FEMA, to identify consulting parties, including any
138 communities, organization, or individuals that may have an interest in the Undertaking
139 and its effect on historic properties.

140 5. Metro Preservation Officer

141 a. The Metro Preservation Officer shall participate in the annual review convened by FEMA
142 to review the effectiveness of this Agreement in accordance with Stipulation I.B.1(c).

143 b. The Metro Preservation Officer shall coordinate with FEMA, to identify consulting
144 parties, including any communities, organization, or individuals that may have an
145 interest in the Undertaking and its effects on historic properties.

146 6. Tribes

147 Participating Tribes shall participate in the annual review convened by FEMA to review the
148 effectiveness of this Agreement in accordance with Stipulation I.B.1(c).

149 C. Tribal Consultation

150 FEMA shall conduct all Section 106 consultation with the Tribes.

151 D. Public Participation

152 1. FEMA recognizes the views of the public are essential to informed decision making
153 throughout the Section 106 consultation process. FEMA shall ensure the notification of the
154 public on proposed Undertakings in a manner that reflects the nature, complexity,
155 significance of historic properties likely to be affected by the Undertaking, the likely public
156 interest given FEMA's specific involvement, and any confidentiality concerns of Tribes,
157 private individuals, or businesses.

158 2. FEMA may consult with the Grantee, Subgrantee, SHPO, participating Tribes, and other
159 consulting parties to determine if there are individuals or organizations with a demonstrated
160 interest in historic properties that should be included as a consulting party for the
161 Undertaking in accordance with 36 CFR §800.2(c)(5). If such parties are identified or identify
162 themselves to FEMA, FEMA shall provide them information regarding the Undertaking and
163 its effect on historic properties, consistent with the confidentiality provisions of 36 CFR §
164 800.11(c).

165 3. FEMA may also provide public notices and the opportunity for public comment through the
166 public participation process of the National Environmental Policy Act (NEPA) and its
167 implementing regulations set out at 44 CFR Part 10, or Executive Orders 11988 and 11990
168 relating to floodplains and wetlands as set out in 44 CFR Part 9, and Executive Order 12898,

169 Environmental Justice, provided such notices specifically reference Section 106 as a basis for
170 public involvement.

171 4. Should a member of the public object in writing to implementation of the Agreement's
172 terms, FEMA will notify the other Signatories in writing and take the objection into
173 consideration. FEMA shall consult with the objecting party and, if that party so requests,
174 the other Signatories for not more than 30 days. In reaching its decision regarding the
175 objection, FEMA shall take into consideration all comments from these parties. Within 15
176 days after closure of this consultation period, FEMA shall provide the objecting and
177 Signatory parties with its final decision in writing.

178 5. The Subgrantee shall notify the public and seek their comments for a 15-day comment
179 period using the public notice template attached in Appendix B. This notification shall serve
180 to assist parties in gathering information about the historic significance of properties
181 affected by the proposed Undertaking that have not previously been determined National
182 Register-eligible individually or as contributing resources to a historic district. Any
183 comments provided will be considered by FEMA, as outlined in Stipulation II.B.5.c., and
184 SHPO in evaluating National Register eligibility.

185 a. The public notice will be published in the newspaper of record for Jefferson County,
186 Kentucky.

187 b. General information about the proposed Undertaking will be available at Louisville
188 MSD's website and in hard copy format at their office.

189 c. The public notice comments will be collected and compiled by the Subgrantee.

190 6. Additional public participation may be required prior to resolving adverse effects to historic
191 properties as outlined in Stipulation II.B.6.a.

192 E. Time Designations and Communication Methods

193 1. All time designations shall be in calendar days unless otherwise stipulated. If no Signatories
194 object to FEMA's finding or determination related to an Undertaking within the agreed upon
195 timeframe, FEMA may proceed to the next step in the consultation process as described in
196 Stipulation II, Section 106 Review Process.

197 2. The consulting parties may send and accept official notices, comments, requests for further
198 information and documentation, and other communications required by this Agreement via
199 email.

200 a. If an email is larger than 5 megabytes it will be split into multiple emails. The subject
201 line will display what number the email is out of the total number of emails expected
202 (i.e., email 1 of 5)

203 b. Any email will be sent using delivery receipt to ensure that the email was received by
204 the intended recipient.

205 II. Section 106 Review Process for FEMA Undertakings

206 A. Kentucky Clearinghouse Submittal

207 1. The Grantee will submit the required project information to the Kentucky Clearinghouse.

208 2. The SHPO will respond back to the Kentucky Clearinghouse that the project is under review
209 using the terms of this Agreement.

- 210 B. Consultation Process
- 211 1. Historic Resource Survey
- 212 a. Prior to submitting a project for SHPO review, the Subgrantee will conduct a historic
- 213 resource survey of the project area if:
- 214 i. There are properties over 45 years old; and
- 215 ii. There are no historic resource surveys conducted within the past five (5) years
- 216 that consider the properties contained in the Undertaking; and
- 217 iii. If the historic resource survey did not evaluate properties contained in the
- 218 Undertaking as potentially historic due to the age of the structure at the time of
- 219 the original survey, a new or updated historic resource survey will be required if
- 220 the buildings are now over 45 years.
- 221 b. The completion of all surveys will comply with *Specifications for Conducting Fieldwork*
- 222 *and Preparing Cultural Resource Assessment Reports*, (KHC, most current version).
- 223 c. When the Subgrantee has multiple applications affecting the same neighborhood or
- 224 defined geographic area, the historic survey will address all related applications in one
- 225 report that evaluates resources individually and as a group, and that addresses
- 226 cumulative effects.
- 227 2. Preliminary Archaeology Research and Information Collection
- 228 a. Prior to submitting a project for SHPO review, the Subgrantee will conduct a preliminary
- 229 background research on the potential archaeological resources. This preliminary
- 230 background information will include:
- 231 i. A full site check with the Office of State Archaeology and review of appropriate
- 232 archival documents and historic maps.
- 233 ii. An assessment of the potential for intact archaeological deposits in the project area,
- 234 including supporting documentation.
- 235 iii. Recommendations based on the specific project details, including location and
- 236 nature of any potential sites, and impacts anticipated by demolition and the extent
- 237 to which they could be avoided, if at all.
- 238 b. This information shall be submitted to the SHPO and will be used to evaluate the
- 239 potential impact to archaeological resources within the APE and the potential need for
- 240 additional archaeological investigations.
- 241 3. Public Notice: the Subgrantee shall notify the public as outlined in Stipulation I.D.5.
- 242 a. The Subgrantee will ensure the affected neighborhood association and council members
- 243 are informed of the Undertakings.
- 244 4. Initial Consultation
- 245 a. The Subgrantee will conduct the initial consultation with the SHPO and the Metro
- 246 Preservation Officer.
- 247 b. The Subgrantee will submit an initial consultation package to SHPO that includes:

- 248 i. Clear, concise, and complete scope of work, including any temporary staging
249 sites, length, width and depth of ground disturbance; and
- 250 ii. Color photographs of all sides of each property in the Undertaking and the
251 surrounding neighborhood and landscape features; and
- 252 iii. Maps including project location map, topographic map, and map identifying
253 areas of ground disturbance; and
- 254 iv. Documentation showing that the appropriate council members and
255 neighborhood association have been informed and any responses received from
256 them; and
- 257 v. Alternatives analyzed and dismissed; and
- 258 vi. Copy of the public notice and comments received; and
- 259 vii. Information on additional public involvement; and
- 260 viii. Historic resource survey (newly completed or copy of recent survey, if
261 applicable); and
- 262 ix. Preliminary archaeology research and information collection summary.
- 263 c. When the Subgrantee has multiple applications affecting the same neighborhood or
264 defined geographic area, all documentation stipulated in II.B.4.b for properties covered
265 in the related application will be compiled and submitted in a single initial consultation
266 package.
- 267 d. The Subgrantee will submit a copy of this package to the Grantee and the Metro
268 Preservation Officer.
- 269 e. SHPO will coordinate with the Metro Preservation Officer and respond back to the
270 Subgrantee within 30 days of receipt of the consultation package. SHPO will submit
271 carbon copies of their response to the Metro Preservation Officer and the Grantee.
- 272 i. If SHPO determines the initial consultation package is complete, responds with an
273 assessment of eligibility and effect, the consultation process can move to Stipulation
274 II.B.5.
- 275 ii. If SHPO determines additional information, consultation, including additional
276 consultation on the potential to affect archaeological resources, or additional
277 consulting party coordination is required to complete the initial review, the SHPO
278 will notify the Subgrantee, and the Subgrantee shall submit additional requested
279 information to SHPO or continue consulting with SHPO and other identified parties.
- 280 5. FEMA Review of Subgrant Application
- 281 a. Once FEMA has received the Subgrant Application (SGA), which will include information
282 provided to SHPO in Stipulation II.B.4.b., and has conducted an initial eligibility review,
283 FEMA will initiate the EHP review of the application.
- 284 b. Recognizing the government-to-government relationship with Tribes, FEMA will conduct
285 consultation with Tribes that have an identified interest in Jefferson County, Kentucky.

- 286 c. Using information provided with the SGA and through consultation with Tribes, FEMA
287 will make a determination of eligibility and determine what type of effect the
288 Undertaking will have on the subject properties and request concurrence, if required.
- 289 i. If FEMA determines there are no historic properties affected and the
290 documentation provided concurs with this determination, no further Section 106
291 review is required.
- 292 ii. If FEMA determines there are no adverse effects to historic properties and the
293 documentation provided concurs with this determination, no further Section 106
294 review is required.
- 295 iii. If FEMA determines there are adverse effects to historic properties, including those
296 of religious or cultural significance to Tribes, and the documentation provided
297 concurs with this determination, FEMA will follow the process outlined in II.B.6.
- 298 iv. If FEMA determines additional information is required to determine eligibility and
299 effect, FEMA will coordinate with the appropriate consulting parties to request the
300 additional information. Once additional information is received, FEMA will then
301 determine eligibility and effect following the procedures outlined above.
- 302 v. If FEMA and SHPO/Tribes do not agree on the determination of eligibility, FEMA
303 shall either:
- 304 a. Elect to consult further with the objecting party until the objection is
305 resolved; or
- 306 b. Treat the property as eligible for the National Register; or
- 307 c. Obtain a determination of eligibility from the Keeper of the National
308 Register in accordance with 36 CFR § 63.2(d) – (e) and 36 CFR §
309 800.4(c)(2).

310 **6. Resolution of Adverse Effects**

- 311 a. **Public Involvement:** Depending upon the size and scale of the adverse effect caused by
312 the Undertaking, FEMA may seek additional input from the public and the consulting
313 parties.
- 314 i. FEMA will adjudicate comments received by the public.
- 315 ii. If there are objections to the proposed Undertakings, FEMA will follow the process
316 outlined in Stipulation I.D.4.
- 317 b. FEMA will propose to resolve adverse effects to historic properties using the Standard
318 Treatment Measures (STMs) outlined in Appendix C. The STMs have been approved by
319 the consulting parties as measures to address various adverse effects caused by the
320 Undertaking.
- 321 i. FEMA will convene a conference call with consulting parties to determine which
322 STMs are to be used to resolve the adverse effects, level of effort required to
323 complete the STMs, responsible party(ies) for completing the work outlined in the
324 STMs, and associated timeframes for completing the STMs.

- 325 ii. Following the conference call, FEMA will send an email summarizing and requesting
326 concurrency with outcomes of the conference call. FEMA will request consulting
327 parties' concurrence within 15 days of receipt of this request.
- 328 iii. If consulting parties cannot agree to use STMs, FEMA will try to resolve the
329 disagreement with the objecting party following Stipulation IV.B. If the dispute
330 cannot be resolved, FEMA will move forward resolving the adverse effects to the
331 historic properties in accordance with 36 CFR § 800.6(c).
- 332 c. Following consultation with the Signatory parties and other consulting parties, as
333 identified, FEMA may develop a Memorandum of Agreement (MOA) to identify project-
334 specific treatment measures to resolve adverse effects to historic property(ies) subject
335 to the Undertaking that are not stipulated in Appendix C for any specific historic
336 property or properties subject to the Undertaking.
- 337 7. FEMA shall satisfy its Section 106 compliance responsibilities for each Undertaking that
338 requires resolution of adverse effects after:
- 339 a. The completion of the public participation activities outlined above.
- 340 b. The completion of the STMs identified to resolve the adverse effects for the specific
341 Undertaking.

342 III. Other Considerations

- 343 A. The Subgrantee will notify the Grantee and the Grantee will notify FEMA if the proposed open
344 space use does not conform with the activities listed in 44 CFR § 80.19(a)(1) or if construction of
345 a structure is proposed in the open space. If FEMA receives a notice of open space use, FEMA
346 will ensure the open space use is reviewed to ensure compliance with the terms of this
347 Programmatic Agreement.
- 348 B. The Subgrantee shall immediately notify the Grantee if there are proposed changes to the
349 Undertaking. When notified by the Subgrantee, the Grantee shall notify FEMA as soon as
350 possible of any proposed change to the approved scope of work. FEMA shall then consult with
351 SHPO to determine if the scope of work change will have an effect to the historic property.
- 352 C. Unexpected Discoveries, Previously Unidentified Properties, or Unexpected Effects
- 353 1. Upon notification by the Subgrantee of an unexpected discovery, or if it appears that a
354 Undertaking has affected a previously unidentified property or affected a known historic
355 property in an unanticipated manner, the Grantee shall immediately notify FEMA and
356 require the Subgrantee to:
- 357 a. Stop construction activities on the construction site in the event of a discovery.
- 358 b. Take all reasonable measures to avoid or minimize harm to the property until FEMA has
359 completed consultation with the SHPO, participating Tribe(s), and any other consulting
360 parties.
- 361 c. If human remains are discovered, notify the local law enforcement office and
362 coroner/medical examiner in accordance with Kentucky Revised Statutes (KRS 72.020)
363 and protect the remains from any harm.
- 364 d. Assist FEMA in completing the following actions, as required:

- 365 i. Upon notification by the Grantee of a discovery, FEMA shall immediately notify the
366 SHPO, participating Tribe(s), and other consulting parties that may have an interest
367 in the discovery, previously unidentified property or unexpected effects, and consult
368 to evaluate the discovery for the National Register eligibility and effects of the
369 Undertaking on historic properties.
- 370 ii. FEMA shall consult with the SHPO, participating Tribe(s), and other consulting
371 parties in accordance with the consultation process outlined in Stipulation II.B.5.c.,
372 Project Review, to develop a mutually agreeable action plan with timeframes to
373 identify the discovery or previously unidentified property, take into account the
374 effects of the Undertaking, resolve adverse effects if necessary and ensure
375 compliance with applicable Federal, State, and local statutes.
- 376 iii. FEMA shall coordinate with the Grantee and the Subgrantee regarding any needed
377 modification to the scope of work for the Undertaking necessary to implement the
378 recommendations of the consultation and facilitate proceeding with the
379 Undertaking.
- 380 iv. In cases where discovered human remains are determined to be American Indian,
381 FEMA shall consult with the appropriate Tribal representatives and SHPO. In
382 addition, FEMA shall follow the guidelines outlined in the ACHP's *Policy Statement*
383 *Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects*
384 *(2007)* and any state-specific policies that may be in force.

385 D. Curation

- 386 1. In cases where archaeological survey and testing are conducted on private land, any
387 recovered collections remain the property of the land owner. In such instances, FEMA and
388 the Grantee, in coordination with the SHPO, and affected Tribe(s), shall encourage the land
389 owners to donate the collection(s) to an appropriate public or Tribal entity. In cases where
390 the property owner wishes to transfer ownership of the collection(s) to a public or Tribal
391 entity, FEMA and the Grantee shall ensure that recovered artifacts and related
392 documentation are curated in a suitable repository and associated costs are covered as
393 agreed to by FEMA, SHPO, and affected Tribe(s) and following applicable State or Tribal
394 guidelines.
- 395 2. When an Undertaking will adversely affect a National Register listed or eligible
396 archaeological site, FEMA may treat the adverse effect by providing for the recovery of any
397 significant information through archaeological data recovery. FEMA shall consult with the
398 SHPO, participating Tribe(s), and other consulting parties to prepare a research design (data
399 recovery plan) including a specific plan for curation and determine who is responsible for
400 associated costs. This plan will incorporate any relevant curation provisions contained in
401 the SHPO's *Guidelines for Conducting Archaeological Studies*, ACHP's *Recommended*
402 *Approach for Consultation on Recovery of Significant Information from Archaeological Sites*
403 published in the Federal Register (64 Federal Register 27085-27087 (May 18, 1999)), or
404 other provisions agreed to by the consulting parties. No excavation should be initiated
405 before FEMA acceptance and approval of the curation plan.
- 406 As stipulated in the curation plan, artifacts, as well as field and laboratory records sufficient
407 to document the collection, shall be curated at a facility preferably in state, that meets the
408 standards of, and in accordance with the provisions of 36 CFR Part 79, "Curation of Federally

409 Owned and Administered Archaeological Collections,” and applicable State or Tribal
410 requirements.

411 IV. Implementation of the Agreement

412 A. Amendments

- 413 1. If any Signatory determines that an amendment to the terms of this Agreement must be
414 made, the Signatories shall consult for no more than 60 days to seek amendment of the
415 Agreement.
- 416 2. An amendment to this Agreement, exclusive of the appendices, shall be effective only when
417 it has been signed by all the Signatories.
- 418 3. The appendices may be amended at the request of FEMA or another Signatory in the
419 following manner:
 - 420 a. FEMA, on its own behalf or on behalf of another Signatory, shall notify the Signatories of
421 the intent to modify the current appendix or appendices and shall provide a draft of the
422 updated appendix or appendices to all Signatory Parties.
 - 423 b. If no other Signatory objects in writing within 30 days of receipt of FEMA’s proposed
424 modification, FEMA shall date and sign the amended appendix and provide a copy of the
425 amended appendix to the other Signatories. Such an amendment shall go into effect on
426 the date FEMA transmits the amendment to the other Signatories.

427 B. Dispute Resolution

- 428 1. Should any Signatory object in writing to the terms of this Agreement, FEMA shall consult
429 with the objecting party for not more than 60 days to resolve the objection.
- 430 2. If the objection is resolved within 60 days, FEMA shall proceed in accordance with the
431 resolution.
- 432 3. If FEMA determines within 60 days that the objection cannot be resolved, FEMA shall
433 forward to the ACHP all documentation relevant to the objection, including FEMA’s
434 proposed resolution. Within 30 days of receipt, ACHP will:
 - 435 a. Concur with FEMA’s proposed resolution; or
 - 436 b. Provide FEMA with recommendations, which FEMA shall take into account in reaching a
437 final decision regarding the objection; or
 - 438 c. Notify FEMA that the objection will be referred for comment in accordance with 36 CFR
439 § 800.7(a)(4), and proceed to so.
- 440 4. FEMA shall take into account any ACHP recommendations or comments, and any comments
441 from the other Signatories, in reaching a final decision regarding the objection. FEMA shall
442 provide in writing to the ACHP and Signatories a summary of its final decision before
443 authorizing any disputed action to proceed. The Signatories shall continue to implement all
444 other terms of this Agreement that are not subject to the objection.
- 445 5. Should the ACHP not respond within 30 days, FEMA may assume the ACHP has no comment
446 and proceed with its proposed resolution to the objection after providing the ACHP and
447 Signatories a written summary of its final decision.

448 C. Severability and Termination

- 449 1. In the event any provision of this Agreement is deemed by a Federal court to be contrary to,
450 or in violation of, any applicable existing law or regulation of the United States of America,
451 only the conflicting provision(s) shall be deemed null and void, and the remaining provisions
452 of this Agreement shall remain in effect.
- 453 2. FEMA, the SHPO, Grantee, Subgrantee, or Metro Preservation Officer may terminate this
454 Agreement by providing 60 days written notice to the other Signatories, provided that the
455 Signatories consult during this period to seek amendments or other actions that would
456 prevent termination. If this Agreement is terminated, FEMA shall comply with Section 106
457 through other applicable means, pursuant to 36 CFR Part 800. Upon such determination,
458 FEMA shall provide all other Signatories and the ACHP with written notice of the
459 termination of this Agreement.
- 460 3. A participating Tribe may notify other Signatories that it is fully withdrawing from
461 participation in this Agreement. Following such a withdrawal, FEMA shall review
462 Undertakings that may affect historic properties of religious and cultural significance to the
463 Tribe in accordance with 36 CFR § 800.3 through 800.7, 36 CFR §800.8(c), or an applicable
464 alternative under 36 CFR 800.14. Withdrawal from this Agreement by a Tribe does not
465 terminate the Agreement. At any time that this Agreement remains in effect, a Tribe that
466 has withdrawn from the Agreement may notify the other Signatories in writing that it has
467 rescinded its notice withdrawing from participation in the Agreement.

468 D. Duration and Extension

- 469 1. This Agreement shall remain in effect from the date of execution for a period not to exceed
470 seven (7) years unless otherwise extended pursuant to Stipulation IV.D.2. below, or
471 terminated pursuant to Stipulation IV.C.2, Severability and Termination.
- 472 2. The Signatories may collectively agree to extend this Agreement to cover additional
473 calendar years, or portions thereof, through an amendment per Stipulation IV.A., provided
474 that the original Agreement has not expired.

475 E. Execution and Implementation

- 476 1. This Agreement may be executed in counterparts, with a separate page for each Signatory,
477 and shall become effective on the date of the final signature of FEMA, SHPO, Grantee,
478 Subgrantee and Metro Preservation Officer.
- 479 2. FEMA shall ensure that each Signatory is provided with a complete copy of the Agreement,
480 including an original set of signatures.
- 481 3. Execution and implementation of this Agreement is evidence that FEMA has afforded the
482 ACHP a reasonable opportunity to comment on FEMA's referenced Undertakings, and that
483 FEMA has satisfied its Section 106 responsibilities for referenced Undertakings.
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Signature Pages to be Finalized before Execution

487

488	Appendix A: Contact Information	10
489	FEMA	12
490		
491	KYEM	13
492	Geneva J. Brawner	3
493	State Hazard Mitigation Officer	3
494	Kentucky Emergency Management	4
495	100 Airport Road, Third Floor	4
496	Frankfort, KY 40601	4
497		
498	SHPO	112
499	Ms. Kary Stackelbeck	101
500	Program Administrator	102
501	Kentucky Heritage Council	103
502	State Historic Preservation Office	103
503	300 Washington Street	104
504	Frankfort, KY 40601	104
505		
506	Louisville MSD	105
507	Louisville Preservation Officer	105
508	Concurring Parties Information	105
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Appendix B

Public Notice Template

The Subgrantee has submitted an application through the Grantee for an **acquisition and demolition** project funded by FEMA under the **Program Name Grant Program**. The project will affect historic and non-historic properties that are located in the floodplain in the following neighborhoods: **list neighborhoods**.

Presidential Executive Orders 11988, 11990, 13690, the National Environmental Policy Act, and the National Historic Preservation Act require that all federal actions in or affecting floodplains, wetlands, or historic properties be reviewed for opportunities to relocate, and be evaluated for social, economic, historical, environmental, legal and safety considerations. The public is invited to participate in the process of identifying alternatives and analyzing their impacts. Any adverse effects to historic properties or other natural or cultural resources as a result of this Undertaking will be resolved.

Interested persons may obtain information about these actions or a specific project by contacting **Subgrantee Representative Name** at **phone number and email**. Comments should be received within 15 days of the date of this notice; **End date for comment period**.

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Appendix C

Treatment Measures

When avoidance or minimization is not appropriate, the following mitigating Standard Treatment Measures (STMs) are suggested for the resolution of adverse effects.

Depending on the nature of historic properties affected and severity of adverse effects, FEMA, the Grantee, Subgrantee, SHPO, Metro Preservation Officer, and participating Tribe(s) shall develop a treatment measure plan that includes one or more of the following STMs. This Appendix may be amended in accordance with Stipulation IV.A.3.

I. Recordation

A. Digital Photography Package: Prior to ground disturbing and demolition activities, the designated responsible party shall oversee the successful delivery of a digital photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture as determined by FEMA, as appropriate. The digital photography package will meet the standards cited in the NPS' *National Register of Historic Places Photographic Policy March 2010* or subsequent revisions (<http://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm>).

1. The digital photography package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the building/structure. The photographs shall be indexed according to the date photographed, site number, site name, site address, direction, frame number, subject matter and photographer's name recorded on the reverse side in pencil. An electrical copy of this index will also be provided.

2. The digital photography package shall include printed color copies of the digital photographs (on appropriate paper, per *NPS Photographic Policy*), a CD/DVD of the digital photographs, a completed state architectural inventory form, and a written site history of the historic property.

3. The designated responsible party shall submit the digital photography package to the SHPO and participating Tribe(s) for review and approval. Once approved by the SHPO and participating Tribe(s), the designated responsible party shall submit a copy to the SHPO, participating Tribe(s) and an agreed upon local repository for permanent retention.

B. 35mm Black and White Photography Package: Prior to ground disturbing and demolition activities, the designated responsible party shall oversee the successful delivery of a 35 mm film black and white film photography package prepared by staff or contractors meeting the Professional Qualifications for Architectural History, History, Architecture, or Historic Architecture, as appropriate.

1. The 35 mm film black and white film photography package shall include a comprehensive collection of photographs of both interior and exterior views showing representative spaces and details of significant architectural features and typical building materials. Exterior photographs shall include full oblique and contextual images of each elevation. Exterior views shall be keyed to a site plan while interior views shall be keyed to a floor plan of the

571 building/structure. The photographs shall be indexed according to the date photographed,
572 site number, site name, site address, direction, frame number, subject matter and
573 photographer's name recorded on the reverse side in pencil.

574 2. The 35 mm film black and white film photography package shall include one (1) full set of
575 35mm film black and white photographs printed on acid free paper, the corresponding
576 35mm film negatives in acid free sleeves, a completed state architectural inventory form,
577 and a written site history of the historic property.

578 3. The designated responsible party shall submit the 35 mm black and white film photography
579 package to the SHPO and participating Tribe(s) for review and approval. Once approved by
580 the SHPO, and participating Tribe(s), the designated responsible party shall submit a copy of
581 the approved documentation to the SHPO, participating Tribes, and an agreed upon local
582 repository for permanent retention.

583 C. Measured Historic American Building Survey (HABS)-Level Drawings: Prior to ground disturbing
584 and demolition activities, the designated responsible party shall be responsible for HABS-level
585 drawings produced at a precise scale from recorded measurements. Drawings may be produced
586 either by hand or with computer-aided drafting (CAD) and will include both plans and
587 elevations. In consultation with SHPO, original architectural drawings, or copies of original
588 drawings may be acceptable in lieu of newly created drawings.

589 The designated responsible party shall submit the drawing package to the SHPO and
590 participating Tribe(s) for review and approval. Once approved by the SHPO, and participating
591 Tribe(s), the designated responsible party shall submit a copy of the approved documentation to
592 the SHPO, participating Tribe(s) and an agreed upon local repository for permanent retention.

593 D. Large Format Photography Package: Prior to ground disturbing and demolition activities, the
594 designated responsible party shall oversee the successful delivery of a large format photography
595 package prepared by staff or contractors meeting the Professional Qualifications for
596 Architectural History, History, Architecture, or Historic Architecture, as appropriate.

597 1. The large format photography package shall include a comprehensive collection of
598 photographs of both interior and exterior views showing representative spaces and details
599 of significant architectural features and typical building materials. Exterior photographs
600 shall include full oblique and contextual images of each elevation. Exterior views shall be
601 keyed to a site plan while interior views shall be keyed to a floor plan of the
602 building/structure. The photographs shall be indexed according to the date photographed,
603 site number, site name, site address, direction, frame number, subject matter and
604 photographer's name recorded on the reverse side in pencil.

605 2. The large format film photography package shall include one (1) full set of 4 x 5 or 5 x 7-inch
606 photographs printed on acid free paper, a completed state architectural inventory form, and
607 a written site history of the historic property.

608 3. The designated responsible party shall submit the large format film photography package to
609 the SHPO and participating Tribe(s) for review and approval. Once approved by the SHPO,
610 and participating Tribe(s), the designated responsible party shall submit a copy of the
611 approved documentation to the SHPO, participating Tribe(s) and an agreed upon local
612 repository for permanent retention.

613 E. State Level Documentation: Prior to ground disturbing and demolition activities, the designated
614 responsible entity shall oversee the successful delivery of a documentation package prepared by

615 staff or contractors meeting the Professional Qualifications for Architectural History, History,
616 Architecture, or Historic Architecture, as appropriate. The State Level Documentation package
617 shall include the following:

- 618 1. The state architectural inventory form will be completed or updated as needed if one
619 already exists. As part of this documentation, a written history of the historic property
620 will be compiled based on an archival search conducted at locations such as a local
621 county courthouse, a local historical society if one exists, the Kentucky State
622 Department of Libraries and Archives, the Kentucky Historical Society, and other
623 appropriate repositories to gather specific information about the historic property and
624 general information about the history of the surrounding area or neighborhood. A
625 report of these investigations will be presented along with the inventory form as part of
626 the documentation.
- 627 2. The building or structure will be further documented with digital photographs showing
628 all exterior elevations, architectural elements, interior ornamentation, woodwork, and
629 any other significant, character defining details. Digital photographs will meet the
630 standards cited in the NPS' *National Register of Historic Places Photographic Policy*
631 *March 2010* or subsequent
632 revisions. (<http://www.nps.gov/nr/publications/bulletins/photopolicy/index.htm>). All
633 photographs will be provided on an archival quality CD/DVD. A selection of the
634 photographs will be printed on 5" x 7" archival quality, acid free paper. Each photograph
635 will be labeled with the date, site number, direction, and subject.
- 636 3. Measured floor plans of each floor of the buildings or structures will be prepared. These
637 drawings will be at a scale of 1/8 inch per foot, and will be analytical in nature, showing
638 construction details, alterations, and additions. Drawings may be produced either by
639 hand or with computer-aided drafting (CAD). The drawings shall be on archival quality,
640 acid free paper. In consultation with SHPO, original architectural drawings, or copies of
641 original drawings may be acceptable in lieu of newly created drawings. Each drawing
642 shall be labeled with the title of the building, survey number, view, dimension, name of
643 the field worker and drawing preparer, date of the drawing, scale bar, north arrows for
644 plans, and explanatory notes.
- 645 4. The designated responsible party shall submit the documentation package to the SHPO
646 and participating Tribe(s) for review and approval. Once approved by the SHPO, and
647 participating Tribe(s), the designated responsible party shall submit a copy of the
648 approved documentation to the SHPO, participating Tribe(s) and an agreed upon local
649 repository for permanent retention.

650 II. Tribal Plan

651 FEMA shall work with the Participating Tribe(s) to develop a plan for the protection and treatment
652 of, including but not limited to, Native American remains, funerary objects, cultural and religious
653 landscapes, ceremonial items, traditional gathering areas and cultural items, for known sites and in
654 the event that any sites are discovered in conjunction with the Undertaking, including through
655 archaeological studies, excavation, geotechnical investigations, grading, and all ground-disturbing
656 activity. The plan will also formalize procedures for Tribal monitoring during archaeological studies,
657 grading, or ground disturbing activities for the Undertaking. No photography of Native American
658 human remains or funerary objects will be allowed. Public Interpretation

659 Prior to ground disturbing and demolition activities, FEMA, the Grantee, and Subgrantee shall work
660 with the SHPO and participating Tribe(s) to design an educational interpretive plan. The plan may
661 include signs, displays, educational pamphlets, websites, workshops, curricula, lesson plans, videos
662 and other similar mechanisms to educate the public on historic properties within the local
663 community, state, or region. Once an interpretive plan has been agreed to by the parties, SHPO and
664 participating Tribes, and the designated responsible party shall continue to consult throughout
665 implementation of the plan until all agreed upon actions have been completed by the designated
666 responsible party.

667 III. Historical Context Statement and Narratives

668 Prior to ground disturbing and demolition activities, FEMA, the Grantee, and Subgrantee shall work
669 with the SHPO and participating Tribe(s) to determine the topic and framework of a historic context
670 statement or narrative the designated responsible party shall be responsible for completing. The
671 statement or narrative may focus on an individual property, a historic district, a set of related
672 properties, or relevant themes as identified in the statewide preservation plan. Once the topic of the
673 historic context statement or narrative has been agreed to, the designated responsible party shall
674 continue to coordinate with the SHPO and participating Tribe(s) through the drafting of the
675 document and delivery of a final product. The designated responsible party shall use staff or
676 contractors that meet the Secretary's Professional Qualifications for the appropriate discipline.

677 IV. Oral History Documentation

678 Prior to ground disturbing and demolition activities, FEMA, the Grantee, and Subgrantee shall work
679 with the SHPO and participating Tribe(s) to identify oral history documentation needs and agree
680 upon a topic and list of interview candidates. Once the parameters of the oral history project have
681 been agreed upon, the designated responsible party shall continue to coordinate with the SHPO and
682 participating Tribe(s) through the data collection, drafting of the document, and delivery of a final
683 product. The designated responsible party shall use staff or contractors that meet the Secretary's
684 Professional Qualifications for the appropriate discipline.

685 V. Historic Property Inventory

686 Prior to ground disturbing and demolition activities, FEMA, the Grantee, and Subgrantee shall work
687 with the SHPO and participating Tribe(s) to establish the appropriate level of effort to accomplish a
688 historic property inventory. Efforts may be directed toward the resurvey of previously designated
689 historic properties or districts that have undergone change or lack sufficient documentation, or the
690 survey of new historic properties or districts that lack formal designation. Once the boundaries of
691 the survey area have been agreed upon, the designated responsible party shall continue to
692 coordinate with the SHPO and participating Tribe(s) through the data collection process. The
693 designated responsible party shall use SHPO or participating Tribe(s) standards for the survey of
694 historic properties and SHPO or participating Tribe(s) forms as appropriate. The designated
695 responsible party shall prepare a draft inventory report, according to SHPO or participating Tribe(s)
696 templates and guidelines, and work with the SHPO or participating Tribes until a final property
697 inventory is approved. The designated responsible party shall use staff or contractors that meet the
698 Secretary's Professional Qualifications for the appropriate discipline.

699 VI. National Register and National Historic Landmark Nomination

700 A. Prior to ground disturbing and demolition activities, FEMA, the Grantee, and Subgrantee shall
701 work with the SHPO and participating Tribes to identify the individual properties that would
702 benefit from a completed National Register or National Historic Landmark nomination form.

703 Once the parties have agreed to a property, the designated responsible party shall continue to
704 coordinate with the SHPO and participating Tribes through the drafting of the nomination form.
705 The SHPO and participating Tribe(s) shall provide adequate guidance to the designated
706 responsible party during the preparation of the nomination form and shall formally submit the
707 final nomination to the Keeper for inclusion in the National Register. The designated responsible
708 party shall use staff or contractors that meet the Secretary's Professional Qualifications for the
709 appropriate discipline.

710 B. Prior to ground disturbing and demolition activities, FEMA, the Grantee, and Subgrantee shall
711 work with the SHPO and participating Tribes to identify the historic district(s) eligible for listing
712 on the National Register that would benefit from a completed National Register or National
713 Historic Landmark nomination form. Once the parties have agreed to a property, the designated
714 responsible party shall continue to coordinate with the SHPO and participating Tribes through
715 the drafting of the nomination form. The SHPO and participating Tribe(s) shall provide adequate
716 guidance to the designated responsible party during the preparation of the nomination form
717 and shall formally submit the final nomination to the Keeper for inclusion in the National
718 Register. The designated responsible party shall use staff or contractors that meet the
719 Secretary's Professional Qualifications for the appropriate discipline.

720 VII. Geo-References of Historic Maps and Aerial Photographs

721 Prior to ground disturbing and demolition activities, FEMA, the Grantee, and Subgrantee shall work
722 with the SHPO and participating Tribe(s) to identify the historic maps or aerial photographs for
723 scanning and geo-referencing. Once a list of maps or aerial photographs have been agreed upon, the
724 designated responsible party shall continue to coordinate with the SHPO and participating Tribes
725 through the scanning and geo-referencing process and shall submit drafts of paper maps and
726 electronic files to the SHPO, and participating Tribe(s) for review. The final deliverable produced by
727 the designated responsible party shall include a paper copy of each scanned image, a geo-
728 referenced copy of each scanned image, and the metadata relating to both the original creation of
729 the paper maps and the digitization process.

730 VIII. Community Digital Archives

731 Prior to ground disturbing and demolition activities, FEMA, the Grantee, and Subgrantee shall work
732 with the SHPO and participating Tribe(s) to identify a strategy to conduct voluntary community
733 digital archives for an agreed upon neighborhood or area. Parties will agree upon a public outreach
734 plan to inform the public of an opportunity to digitize historic family documents and records.
735 Members of the public that participate will receive an electronic copy of their files on a CD-ROM and
736 will be asked to voluntarily allow a copy of their digital records to be archived at an identified
737 repository in order to continue collecting Louisville local history.

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740 Appendix D: Section 106 Consultation Flow Chart

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742 **For purposes of review, please see the separate Appendix E document**

Appendix H – Public Notice

PUBLIC NOTICE

Notice of availability of the Draft Environmental Assessment for the proposed acquisition and demolition of multiple single-family homes in the City of Louisville, Jefferson County, Kentucky. (FEMA-1912-DR-KY)

Interested parties are hereby notified that the Federal Emergency Management Agency (FEMA) is considering providing funds through the Hazard Mitigation Grant Program (HMGP), the Pre-Disaster Mitigation – Competitive (PDMC) or the Flood Mitigation Assistance (FMA) grant programs to reimburse the Louisville Jefferson County Metropolitan Sewer District (MSD), for eligible costs to acquire and demolish multiple single-family homes in the City of Louisville, Jefferson County, Kentucky. An Environmental Assessment (EA) has been prepared in accordance with Section 102 of the National Environmental Policy Act (NEPA) of 1969, as amended; and the Regulations for Implementation of the NEPA (40 Code of Federal Regulations Parts 1500 to 1508). This Draft EA summarizes the purpose and need of the proposed project and addresses a number of topics including feasible alternatives that were considered, environmental impacts of the alternatives, and mitigation of adverse impacts.

MSD has applied for Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation Competitive (PDMC) and Flood Mitigation Assistance (FMA) grant funding. FEMA provides grant funds to help protect people's lives, health, safety, and improved property. The purpose of FEMA's grant program is to assist States and communities in rebuilding damaged communities and implementing measures that reduce or eliminate the long-term risk of future damages to infrastructure caused by severe storm events and natural disasters. The need for this project is to eliminate damages to structures located around the project area and protect health life safety of residents by completely removing them from the known hazard area. MSD proposes to resolve the flooding that frequently occurs within the area acquiring and demolishing residential homes and leaving the acquired lots as deed restricted open space in perpetuity.

Currently, FEMA has received six (6) projects from the MSD for the acquisition and demolition of 181 properties, any extant associated structures, and surrounding planned landscape that have been repetitively flooded.

1. HMGP 1912-0034 proposes to acquire and demolish 42 properties within the Belquin Subdivision neighborhood of West Louisville. The neighborhood is located between Algonquin Parkway and Bells Lane east of S. 39th Street in Louisville, KY.
2. PDMC-PJ-04-KY-2012-001 proposes to acquire and demolish 57 properties within the Wewoka/West Park neighborhood of West Louisville. The neighborhood is located near the intersection of Wewoka Avenue and N. 39th Street in Louisville, KY.
3. HMGP 1841-0035 proposes to acquire/demolish 26 properties within the Algonquin Meadows neighborhood of West Louisville. The neighborhood is located near Penway Avenue east of Belquin Road in Louisville, KY.
4. HMGP 1976-0020 proposes to acquire and demolish 48 properties within the Linwood neighborhood of West Louisville, KY. The properties are located in the 3300/3400 blocks of Bells Lane, 3500/3600 blocks of Cane Run Road, 3300/3400 blocks of Linwood Avenue, 3300/3400 blocks of Hudson Avenue, and the 3300/3400 blocks of South 35th St, Louisville, KY.
5. FMA-PJ-04-KY-2014-008 proposes to acquire and demolish 1 property within the Bartley Drive area of Louisville, KY.

6. FMA-PJ-04-KY-2014-009 proposes to acquire and demolish 7 properties within the Transylvania Beach Drive area of Louisville, KY.

Additionally, this Draft EA concerns federally-funded activities that may affect historic properties, activities that are located in or affect wetland areas, the 1% chance of flooding in any given year, and critical facilities that have a 0.2% chance of flooding in any given year. Such activities may adversely affect historic properties, the floodplain or wetlands, or may result in continuing vulnerability to flood damage.

FEMA funding is conditional upon the Louisville Jefferson County Metropolitan Sewer District obtaining all applicable permits and adherence to all permit conditions. Compliance with permit conditions established by the State Historic Preservation Office (SHPO), Environmental Protection Agency (EPA), United States Army Corps of Engineers (USACE), and the Kentucky Department of Environmental Protection (KDEP) as part of this permitting process will ensure that applicable environmental regulations are adhered to.

Failure to comply with permit and project conditions could jeopardize FEMA funding.

If prehistoric or historic artifacts, vessel remnants, or any other physical remains that could be associated with Native American cultures, colonial or early American settlement, or maritime history are encountered at any time within the project area, the permitted project shall cease all activities involving disturbance in the immediate vicinity of such discoveries. The MSD, or other designee, shall contact the Kentucky Heritage Council (SHPO) at 502-564-7005, as well as Dr. Stephanie Madson of FEMA, and the appropriate permitting agencies. The project activities shall not resume without verbal and/or written authorization.

FEMA has determined that the proposed project qualifies as a major Federal action that will not significantly adversely affect the quality of the natural and human environment, nor does it have the potential for significant adverse cumulative effects. It is important that we receive your input on the Draft EA to ensure that all relevant issues and concerns of the residents of Jefferson County are Considered and addressed. Copies of the Draft EA may be viewed at the following locations:

Louisville Free Public Library
3912 W Broadway
Louisville, KY 40211
(502) 574-1722

Ms. Stephanie Baker Laughlin, PE
Metropolitan Sewer District
700 West Liberty Street
Louisville, KY 40203-1911
(502) 540-6561

The Draft EA is also available online at FEMA's website
<http://www.fema.gov/plan/ehp/envdocuments/ea-region4.shtm>

You may provide your comments on the EA by mailing, faxing, or emailing them to the following address:

Dr. Stephanie Madson, Regional Environmental Officer
DHS/Federal Emergency Management Agency, Region 4
3003 Chamblee-Tucker Road, Hollins Bldg.
Atlanta, GA 30341
Email: FEMA-R4ehp@fema.dhs.gov
Fax: 770-220-5440

Comments must be received by **July 13, 2015**. **If no substantive comments are received following agency and public review, the Draft EA will be considered the Final EA and no additional information or modifications will be incorporated.** We look forward to your input.

Appendix G – MSD Grant Application Process/URA Relocation Assistance for Tenants Fact Sheet



Louisville and Jefferson County Metropolitan Sewer District
700 West Liberty Street
Louisville Kentucky 40203-1911
502-540-6000
www.msdlouky.org

Grant Application Process – Key Information

Grant Hotline 502.540.6535
msdgrant@msdlouky.org

Written notice of the date the property must be vacated by will be provided 90-days in advance.

You *MAY* be eligible for the following forms of relocation assistance:

- Moving expenses
- Displacement compensation for those who qualify, calculated

To determine eligibility, you must provide:

- Certification of US citizenship (or lawfully present alien of the US) in the form of a drivers license, state-issued ID, passport, birth certificate, or social security number.

If you are determined to qualify for relocation assistance, please expect:

- For moving expenses – **provide a minimum of two (2) official quotes on moving company letterhead**
- For displacement compensation – **a signed copy of current lease and new lease must be provided**
- We wish to expedite the relocation assistance process as much as possible. Please note that our process allows for **at least 15 Business Days** between receiving all necessary paperwork and issuing moving expense or displacement compensation checks.
- **Checks will be mailed to the latest address that MSD has on file. Make alternate arrangements with the Grant Communications Coordinator if you are moving or have an alternate preferred address.**

Note: Moving expenses and displacements compensation are being administered based on Uniform Relocation Act (URA) regulations.

Please direct all communications to our Communications Coordinator at the Grant Hotline, especially information concerning:

- Moving plans or change of address
- Housing assistance agencies
- Status of relocation assistance request

Housing Assistance Agencies:

- Housing Partnership (502-814-2710)
- The Fuller House (502-272-1377)
- Habitat for Humanity (502-583-0332)
- California Single Homes (502-814-2710)