



2026 Section 106 Programmatic Agreement  
for Transportation Federal Aid in Iowa

51  
52 **WHEREAS**, the FHWA and Iowa DOT have consulted with Tribes and Nations with historical, ancestral  
53 and ceded lands in Iowa about this Agreement and have requested the Tribes’ comments and consultation  
54 preferences and taken into account the statements received from the Tribes and Nations. The Tribes and  
55 Nations consulted are included in Appendix A; and  
56

57 **WHEREAS**, the FHWA and Iowa DOT have invited Tribes to sign this Agreement as Concurring  
58 Parties; and  
59

60 **WHEREAS**, any Undertaking involving tribal lands as defined in 36 CFR § 800.16(x), or any  
61 Undertaking that may affect a property identified by a Tribe or Nation as possessing traditional religious  
62 and cultural significance, shall not be governed by this Agreement, but shall be reviewed in accordance  
63 with 36 CFR § 800; and  
64

65 **WHEREAS**, Iowa DOT employs cultural resources specialists and consultants who meet the Secretary of  
66 Interior’s Professional Qualification Standards (Federal Register 48:44738-44739) in the fields of  
67 archaeology and architectural history to carry out its cultural resource responsibilities and are capable of  
68 completing the steps of the Section 106 review process on behalf of the FHWA; and  
69

70 **WHEREAS**, pursuant to the consultation conducted under 36 CFR § 800.14(b)(2), the FHWA, Iowa  
71 DOT, Iowa SHPO, and ACHP (hereinafter Signatory or Signatories) have developed this Agreement in  
72 order to establish an efficient and effective program alternative for taking into account the effects of the  
73 Programs on Historic Properties in Iowa and for affording ACHP a reasonable opportunity to comment on  
74 Undertakings covered by this Agreement; and  
75

76 **WHEREAS**, the FHWA and Iowa DOT have notified regional planning organizations, consulting parties,  
77 and the public about this Agreement, have requested their comments, and have taken any comments  
78 received into account; and  
79

80 **WHEREAS**, FHWA and Iowa DOT have consulted with the University of Iowa Office of the State  
81 Archaeologist (hereafter the “OSA”) Bioarchaeology Program, regarding this agreement and the OSA has  
82 chosen to participate; and FHWA and Iowa DOT have invited the OSA to sign this Agreement as a  
83 Concurring Party; and  
84

85 **WHEREAS**, this Agreement supersedes the previous Programmatic Agreement Among the Federal  
86 Highway Administration, the Iowa Department of Transportation, the Iowa State Historic Preservation  
87 Officer, and the Advisory Council on Historic Preservation Regarding Implementation of Federal-Aid  
88 Transportation Projects in the State of Iowa, executed May 4, 2018, amended to extend on May 9, 2023;  
89 and  
90

91 **NOW, THEREFORE**, the FHWA, the Iowa DOT, the Iowa SHPO and the ACHP agree that the  
92 Programs in Iowa shall be carried out in accordance with the following stipulations in order to take into  
93 account the effects of the Programs on Historic Properties in Iowa and that these stipulations shall govern  
94 compliance of the projects with Section 106 until this Agreement expires or is terminated, whichever  
95 occurs first.  
96  
97  
98  
99

2026 Section 106 Programmatic Agreement  
for Transportation Federal Aid in Iowa

100  
101  
102  
103  
104  
105  
106  
107  
108  
109  
110  
111  
112  
113  
114  
115  
116  
117  
118  
119  
120

The Stipulations are organized in the following order:

- I. Applicability and Scope
- II. Definitions
- III. Responsibilities of the FHWA and Iowa DOT
- IV. Government-to-Government Consultation with Tribes and Nations
- V. Participation of Other Consulting Parties and the Public
- VI. Project Review
- VII. Changes in Project Scope
- VIII. Emergencies
- IX. Discoveries
- X. Treatment of Human Remains
- XI. Support for Local Public Agencies
- XII. Annual Reporting, Auditing and Monitoring
- XIII. Amendment
- XIV. Termination
- XV. Dispute Resolution
- XVI. Confidentiality
- XVII. Duration
- XVIII. Execution of the Agreement

**STIPULATIONS**

The FHWA, with the assistance of Iowa DOT, shall ensure that the following measures are carried out:

**I. APPLICABILITY AND SCOPE**

- A. The purposes of this Agreement are:
  - 1. for the FHWA to delegate certain responsibilities to the Iowa DOT for Undertakings covered by this Agreement in Iowa for which Iowa DOT is the applicant, project sponsor, or is supporting a Local Public Agency, and
  - 2. to establish an effective and efficient program alternative to Section 106 for those Undertakings.
- B. This Agreement sets forth the process by which the FHWA, with the assistance of the Iowa DOT, will meet their responsibilities pursuant to Section 106 for Undertakings. The Agreement defines the roles and responsibilities of each Signatory.

133 C. The objective of this Agreement is to make more efficient the methods by which the FHWA  
134 and the Iowa DOT review individual Undertakings with the potential to affect Historic Properties  
135 and to establish the process by which FHWA, Iowa DOT, Iowa SHPO, and ACHP will be involved  
136 in such reviews.

137 D. Through this Agreement, the FHWA authorize the Iowa DOT to initiate, and conclude,  
138 unless otherwise required by the FHWA, consultation with Iowa SHPO and other consulting  
139 parties for purposes of compliance with Section 106.

140 **II. DEFINITIONS**

141 A. The definitions listed in 36 CFR § 800.16 are applicable and agreeable to all parties to this  
142 agreement.

143 **III. RESPONSIBILITIES OF THE FHWA AND IOWA DOT**

144 A. In compliance with its responsibilities under the NHPA, and as a condition of its award of  
145 any assistance for, or permitting of, projects under the Federal-aid Highway Program, the FHWA  
146 shall require the Iowa DOT to carry out the obligations of this Agreement and applicable ACHP  
147 policies and guidelines for all transportation projects implemented through the Iowa DOT for  
148 which the FHWA is the lead agency pursuant to 36 CFR § 800.2(a)(4) and 800.3(a)(2). Through  
149 this Agreement, the FHWA authorizes the Iowa DOT to initiate and, in most cases, conclude  
150 consultation with the Iowa SHPO and other consulting parties for purposes of compliance with  
151 Section 106 of the NHPA.

152 1. This authorization does not preclude the FHWA's right to intervene and take the lead in  
153 consultation among the Iowa DOT, Iowa SHPO, and other consulting parties; or to consult  
154 with Indian Tribes and Nations on a government-to-government basis consistent with the  
155 provisions of Stipulation IV. When the FHWA intervenes, it may either carry out  
156 consultation in accordance with the procedures in this Agreement or follow the procedures  
157 in 36 CFR § 800.3 - 800.6

158 2. Because the FHWA is legally responsible for all findings and determinations made under  
159 this Agreement, no assistance or approval will be made by the FHWA if there are any  
160 unresolved consultation issues with the Iowa SHPO and other consulting parties. If the  
161 FHWA does not approve the outcome of consultation for a specific project, the FHWA  
162 may require Iowa DOT to provide additional information or to perform additional  
163 consultation, or the FHWA may consult directly with the Iowa SHPO and other consulting  
164 parties, if any, to complete Section 106 review process to its satisfaction.

165 B. Cooperating federal agencies with concurrent and affiliated projects may recognize the  
166 FHWA as the lead agency for the purposes of fulfilling their collective obligations under Section  
167 106 of the NHPA in accordance with 36 CFR § 800.2(a)(2), provided that: 1) the FHWA agrees  
168 to the lead agency designation; 2) the cooperating agency follows the requirements of this  
169 Agreement; 3) the projects have shared timing and development and, 4) the cooperating Federal  
170 agency's project does not have the potential to cause effects to historic properties beyond those  
171 considered by the FHWA and Iowa DOT.

172 C. All actions prescribed by this Agreement that involve the identification, evaluation,  
173 analysis, recording, treatment, monitoring, or disposition of cultural resources (i.e., properties,  
174 usually greater than 50 years old, that are, or may be, eligible for listing in the NRHP) , or that  
175 involve the reporting or documentation of such actions in the form of reports, forms, or other

176 records, shall be carried out by or under the direct supervision of a person or persons who meets  
177 the Secretary of the Interior's Professional Qualifications Standards for Archaeology,  
178 Architectural History, or History (published in 48 FR 44738-44739). Historic property  
179 identification, recordation and reporting shall conform with the Secretary of the Interior's  
180 *Standards and Guidelines for Archeology and Historic Preservation: Identification (1983, as*  
181 *revised in the 48FR44716)* and Iowa SHPO's *Guidelines for Historic Architectural Survey in*  
182 *Iowa*, and/or the Association of Iowa Archaeologist's *Guidelines for Archaeological*  
183 *Investigations in Iowa*.

184 D. The Iowa DOT shall employ personnel, in the Location and Environment Bureau (LEB) or  
185 its successor designated by the Iowa DOT administration, with training, experience, and  
186 qualifications to apply the Secretary of the Interior's Standards for archaeology, history, and/or  
187 architectural history (hereafter qualified LEB staff) in consultation regarding a project's effects  
188 on historic properties (36 CFR § 61, Appendix A). Except on such occasions when the FHWA  
189 elects to consult directly with the Iowa SHPO or the ACHP, all consultation with the Iowa SHPO  
190 under this Agreement and decisions made under Stipulation VI shall be performed by qualified  
191 LEB staff per Iowa DOT Standard Specifications 1107.18.D, 2012.03J and Iowa DOT PPM  
192 500.17 (Cultural Resource Protection).

193 E. Where possible the Iowa DOT shall curate archaeological materials acquired under this  
194 Agreement at a facility meeting the standards of 36 CFR 79, as appropriate. Collections curated  
195 from Federal lands will be subject to terms of the Archaeological Resources Protection Act  
196 (ARPA) permit.

197 F. As the responsible federal agency, the FHWA shall conduct all formal consultation with  
198 the ACHP. Consultation with the ACHP shall follow procedures in 36 CFR § 800 for consulting  
199 with the ACHP.

#### 200 **IV. GOVERNMENT-TO-GOVERNMENT CONSULTATION WITH TRIBES AND NATIONS**

201 A. The FHWA shall retain ultimate responsibility for complying with all federal requirements  
202 pertaining to government-to-government consultation with Tribes and Nations pursuant to the  
203 NHPA. Notwithstanding any other provision of this stipulation, the FHWA shall honor the request  
204 of any Tribe or Nation for government-to-government consultation regarding a project covered by  
205 this Agreement.

206 B. The FHWA has delegated the initiation of tribal consultation to the Iowa DOT unless the  
207 individual Tribe or Nation does not agree to these alternate procedures.

208 C. In accordance with 36 CFR § 800.3(f)(2), the Iowa DOT and FHWA will make a  
209 reasonable and good faith effort to identify and invite Tribes and Nations that might attach  
210 religious and cultural significance to historic properties in the area of potential effects of an  
211 undertaking to be consulting parties (See Appendix A).

212 D. Iowa DOT shall ensure that consultation with interested Tribes and Nations is initiated  
213 early in the project planning process to identify cultural, confidential, or other concerns, and to  
214 allow adequate time for consideration in a manner that reflects the nature and complexity of the  
215 project.

216 E. Iowa DOT shall ensure that consultation continues with interested Tribes and Nations  
217 throughout the Section 106 review process prescribed by this Agreement whenever such Tribes  
218 and Nations express a concern about a project or about historic properties that may be affected by  
219 a project.

220

221 **V. PARTICIPATION OF OTHER CONSULTING PARTIES AND THE PUBLIC**

222 A. In addition to the previously named consulting parties, the following agencies, groups and  
223 individuals may be identified as “consulting parties,” (in accordance with Section 800.3(c-f) and  
224 current federal transportation legislation and regulations) and can be involved as “participating or  
225 cooperating agencies” for some projects as situations dictate. These additional consulting parties  
226 may be identified by the FHWA, Iowa DOT, or Iowa SHPO, or they will be considered if they  
227 send a letter of request.

228 1. Designated representatives of local (city or county) units of government, such as the county  
229 board of supervisors, county or city engineers, certified local governments, historic  
230 preservation commissions, historical societies or other executive groups with jurisdiction  
231 are entitled to participate in consultation.

232 2. Private associations, groups, or individuals having an interest by reason of expertise in the  
233 subject area or by reason of ownership or affiliation with a historic property likely to be  
234 affected by projects may be invited to be consulting parties upon request.

235 B. Public Involvement

236 1. Section 800.2(d) states that the views of the public are essential to informed Federal  
237 decision making in the Section 106 process. Public involvement in planning and  
238 implementing projects covered by this Agreement shall be governed by the FHWA’s and  
239 Iowa DOT’s environmental compliance procedures. Public involvement and the release of  
240 information hereunder shall be consistent with 36 CFR § 800.2(d)(1-2), 800.3(e), and  
241 800.11(c)(1 and 3) as well as public involvement regulations in 23 CFR 771.111 and 23  
242 CFR 450 and IC 22.7(2).

243 2. Project sponsors shall continue, through opportunities afforded by their current public  
244 involvement procedures, to seek and consider the views of the public in a manner that  
245 reflects the nature and complexity of the project and its effects on historic properties, and  
246 the likely interest of the public regarding the effects on historic properties, to remain  
247 consistent with the intent of 36 CFR § 800, as amended.

248 3. For those actions that do not routinely require public review and comment (e.g., certain  
249 activities classified as Categorical Exclusions under the National Environmental Policy Act  
250 (NEPA)), appropriate public involvement should be based on the specifics of the situation  
251 and commensurate with the type and location of historic properties, and the project’s  
252 potential impacts on them. Where possible the FHWA and the Iowa DOT will integrate  
253 NHPA actions and NEPA actions to communicate with the public as appropriate. Methods  
254 for communicating with the public will include distributed notices, public meetings,  
255 posting in local media/websites, or similar efforts whenever the determination of effect  
256 could interest the public, especially for “Minor Projects” abutting historic properties.

257 **VI. PROJECT REVIEW**

258 A. Projects with No Potential to Cause Effects

259 1. Some projects by their very nature have no potential to cause effects on historic properties.  
260 The signatories to this Agreement agree that the projects listed in this section have **No**  
261 **Potential to Cause Effects**. These are non-construction projects that do not lead to, or are  
262 part of, construction activity. These projects include: funding for planning studies, grants

263 for training and education, corridor management plans, research programs, publications,  
264 and purchase of equipment or materials. All parties agree that the FHWA and the Iowa  
265 DOT have no further compliance obligations under this agreement or Section 106 of the  
266 National Historic Preservation Act for these projects.

267 B. Minor Projects

268 1. Some projects, following appropriate screening and or where conditions may be imposed,  
269 can have no or minimal potential to cause effects on historic properties. The FHWA and  
270 the Iowa DOT are responsible for all necessary project consultation for the Minor Projects  
271 program with Tribes and Nations, and other interested parties and the public, even where  
272 projects may require no SHPO review. Following the terms of this Agreement all parties  
273 agree that the FHWA and the Iowa DOT determination of effect for Minor Projects listed  
274 in Appendix B is **No Historic Properties Affected**, and Minor Projects listed in Appendix  
275 C is **No Adverse Effect**. As part of Iowa DOT's annual report, Minor Projects information  
276 will be shared with all Signatories.

277 2. Minor Projects Criteria

278 a. These projects have potential to affect historic properties, but following  
279 appropriate screening by qualified LEB staff, may be determined to  
280 require no further SHPO review. For all Minor Projects, Iowa DOT staff  
281 shall define an APE (direct and indirect, as applicable) and complete a  
282 reasonable and good faith identification effort proportionate to the  
283 undertaking, consistent with 36 CFR § 800.4, using the data sources (I-  
284 Sites Data, SHPO built environment data, historical resources, and  
285 imagery tools to assess profound disturbance, e.g. aerials, historic aerials,  
286 lidar, etc.) and screening steps described in Appendices B and C.

287  
288 b. For a project to be considered a Minor Project – it must meet all of the  
289 following requirements:

290 1. The project must be a stand-alone project and not  
291 part of a larger project that may have an unknown  
292 potential to cause effects to historic properties;  
293 and

294 2. The project is on a transportation facility within  
295 existing right of way or with minor right of way  
296 acquisition (such as the small parcels needed at  
297 the corners of intersection improvements, e.g. 2  
298 acres or less), culvert extensions, ADA projects,  
299 or other projects listed in Appendices B and C;  
300 and

301 3. The project has no known public controversy  
302 based on historic preservation issues; and

303 4. A review of the project by qualified LEB staff  
304 results in a finding of **No Historic Properties**  
305 **Affected** for projects listed in Appendix B or a  
306 finding of **No Adverse Effect** to Historic  
307 Properties for projects listed in Appendix C.

308

- 309                   3. Minor Projects Without Cultural Resources Investigations
- 310                   a. When one or more of the qualifying criteria in Appendix B or Appendix
- 311                   C are applicable some projects may not have cultural resource
- 312                   investigations and will not be reviewed by the Iowa SHPO on a case by
- 313                   case basis. Again, for all Minor Projects, qualified LEB staff shall define
- 314                   an APE (direct and indirect, as applicable) and complete a reasonable and
- 315                   good faith identification effort proportionate to the undertaking, consistent
- 316                   with 36 CFR § 800.4, using the data sources I-Sites Data, SHPO built
- 317                   environment data, historical resources, and imagery tools to assess
- 318                   profound disturbance (e.g. aerials, historic aerials, lidar, etc.) and
- 319                   screening steps described in Appendices B and C. Screening records
- 320                   should be retained consistent with 36 CFR § 800.11(e) and made available
- 321                   to any Signatory upon request.
- 322                   4. Minor Projects With Cultural Resources Investigations
- 323                   a. When a cultural resource investigation is completed and no cultural
- 324                   resources are located within the direct or indirect APE or a historic
- 325                   property is identified, but qualified LEB staff determine that either there
- 326                   are no effects to historic properties or that the effects are not adverse as
- 327                   defined in Appendix C, the project may be treated as a Minor Project. A
- 328                   copy of the cultural resources survey report will be provided to the Iowa
- 329                   SHPO for their files. The Iowa SHPO will acknowledge receipt by issuing
- 330                   a Review and Compliance number to the Iowa DOT, but no review will
- 331                   be required, unless SHPO requests additional information. When a
- 332                   cultural resource investigation has been completed and one or more
- 333                   cultural resources are located within the direct or indirect APE, the project
- 334                   will not be treated as a Minor Project and will then follow the standard
- 335                   Section 106 process either in accordance with Stipulation VI of this
- 336                   Agreement or with 36 CFR § 800.
- 337                   C. Projects Requiring Consultation
- 338                   1. FHWA, Iowa DOT, Iowa SHPO, and ACHP agree that review of all remaining projects,
- 339                   except for those listed in Stipulation VI.A, and VI.B will be completed in accordance with
- 340                   36 CFR § 800 and the NHPA where applicable. The Iowa DOT may initiate and carry out
- 341                   the steps of the process on behalf of FHWA as directed in Stipulation I.
- 342                   2. Qualified LEB staff shall initiate the Section 106 Process using the following steps:
- 343                   a. Identification of the Area of Potential Effects (APE), as defined in 36 CFR
- 344                   § 800.16(d); and
- 345                   b. Complete review of existing information on historic properties within or
- 346                   near the APE, using I-Sites data, SHPO built environment data, historical
- 347                   resources, and imagery tools to assess profound disturbance (e.g. aerials,
- 348                   historic aerials, lidar, etc.); and
- 349                   c. Seek information, as appropriate, from consulting parties, and other
- 350                   individuals and organizations likely to have knowledge of, or concerns
- 351                   with, historic properties within the APE; and
- 352                   d. Identify issues relating to the project’s potential effects on historic
- 353                   properties.
- 354                   e. Based on the results of the identification of historic properties, in
- 355                   consultation with the Iowa SHPO, qualified LEB staff shall take steps

- 356 necessary to identify historic properties within the APE consistent with 36  
357 CFR § 800.4(b).
- 358 f. Qualified LEB staff shall retain the following project information: APE  
359 information, records on consultation, records regarding efforts to identify  
360 historic properties, findings of eligibility, and findings of effect for all  
361 projects requiring consultation.
- 362 3. Effect Findings
- 363 a. Qualified LEB staff shall apply the Criteria of Adverse Effect to any  
364 historic properties, in consultation with the Iowa SHPO, and other  
365 consulting parties, as appropriate, in accordance with 36 CFR § 800.5.
- 366 b. For any project for which qualified LEB staff finds, in consultation with  
367 the Iowa SHPO, that either there are no historic properties present in the  
368 APE, or there are historic properties present, but the project will have no  
369 effect upon them, qualified LEB staff shall make a finding of **No Historic**  
370 **Properties Affected** pursuant to 36 CFR § 800.4(d)(1).
- 371 c. For any project for which qualified LEB staff finds, in consultation with  
372 the Iowa SHPO, that the effects do not meet the criteria of adverse effects  
373 outlined in 36 CFR § 800.5(a)(1), or if the project is modified or conditions  
374 are imposed to avoid adverse effects, qualified LEB staff shall make a  
375 finding of **No Adverse Effect** pursuant to 36 CFR § 800.5(b).
- 376 d. For any project for which adverse effects to historic properties cannot be  
377 avoided, qualified LEB staff, in consultation with the Iowa SHPO, will  
378 coordinate with the FHWA who will notify the ACHP of the **Adverse**  
379 **Effect** (see Stipulation III (F) of this agreement). The FHWA and Iowa  
380 DOT, in consultation with other consulting parties will work to resolve  
381 adverse effects and conclude the Section 106 process in accordance with  
382 36 CFR § 800.6.

383 **VII. CHANGES IN PROJECT SCOPE**

- 384 A. A scope change (examples include a change in the project footprint, a change in project  
385 methods, and/or changes in project limits) to an undertaking after the Section 106 review has  
386 concluded will trigger a reevaluation from the Iowa DOT. Qualified LEB staff shall assess the  
387 need for additional consultation with FHWA and Iowa SHPO and other consulting parties in  
388 accordance with their respective responsibilities under Stipulation VI.
- 389 B. The Iowa DOT is not required to conduct additional consultation under the following  
390 conditions:
- 391 1. The APE has not changed beyond the vertical and horizontal limits of previous  
392 identification efforts; and
- 393 2. The Scope Change does not change the APE or effect finding; and
- 394 3. Less than three (3) years have passed since Historic Properties have been documented  
395 within the APE under the previous Section 106 determination.
- 396 C. Iowa DOT will provide annual reporting on undertakings with changes in project scope  
397 (reevaluations) as part of their annual reporting requirements.

398

399

400 **VIII. EMERGENCIES**

401 A. Actions to address Emergency situations can occur regardless of funding category, and  
402 regardless of declarations made by federal, state, or local agencies in accordance with 36 CFR §  
403 800.12.

404 B. For the purposes of this Agreement, emergencies are defined as occurrences that require  
405 expedited repairs to a transportation system or facility that are necessary to a) protect the life,  
406 safety, or health of the public; b) minimize the extent of damage to the transportation system or  
407 facilities; c) protect remaining transportation facilities; or d) restore essential traffic.

408 C. These repairs can occur regardless of funding category, and regardless of declarations made  
409 by federal, state, or local agencies. The Iowa DOT may take immediate remedial action without  
410 waiting for comment if such action is necessary to prevent further escalation of the emergency by  
411 the circumstances causing it.

412 D. If the emergency repair to an Iowa DOT managed transportation facility could affect  
413 historic properties, the Iowa DOT shall notify the Iowa SHPO, the FHWA, the ACHP, Tribes and  
414 Nations, and OSA as appropriate within 48 hours, when feasible. If possible, the SHPO and any  
415 Tribe or Nation that may attach religious and cultural significance to historic properties likely to  
416 be affected will be given at least 72 hours to respond.

417 E. For projects where the repair must be made within the first 30 days of the occurrence of  
418 the event that caused the emergency or the declaration of the emergency by an appropriate  
419 authority, the processing of environmental documentation will happen concurrently or after the  
420 fact. In these cases, the Iowa DOT will comply with the procedures in Stipulation VI of this  
421 Agreement to the extent possible, but the reviews may be conducted after the emergency work is  
422 completed.

423 F. For projects taking longer than 30 days for repair, the Iowa DOT will comply with the  
424 procedures in Stipulation VI.

425 **IX. DISCOVERIES**

426 A. Planning for Subsequent Discoveries

427 1. If unusual circumstances, such as the possible existence of historic properties under  
428 existing pavement or structures, prevent completion of the Iowa DOT's identification  
429 efforts in accordance with Stipulation VI, the Iowa DOT shall develop a plan for discovery  
430 of such properties in consultation with the FHWA and the Iowa SHPO. Implementation of  
431 the plan as originally proposed or modified as necessary owing to the nature and extent of  
432 the properties discovered, will be in accordance with 36 CFR § 800.4-6. The plan may be  
433 executed as a signed agreement between the FHWA, the Iowa DOT and the Iowa SHPO  
434 (and the ACHP should they choose to participate) as a means of expediting review time for  
435 assessment of effects to any historic properties.

436 B. Discoveries Without Prior Planning

437 1. If previously unidentified cultural resources, or unanticipated effects to historic properties,  
438 are discovered after the Iowa DOT has completed its review under this Agreement, that  
439 portion of the project will stop immediately as outlined in Iowa DOT Standard  
440 Specification 2102.03J and Iowa DOT PPM 500.17 (Cultural Resource Protection).

- 441 2. No further construction in the area of discovery will proceed until the requirements of 36  
442 CFR § 800.13 have been satisfied, including consultation with Tribes and Nations that may  
443 attach traditional cultural and religious significance to the discovered property.
- 444 3. The Iowa DOT will consult with the FHWA, the Iowa SHPO as well as Tribes and Nations,  
445 as appropriate, to record, document, and evaluate the NRHP eligibility of the property, and  
446 the project's effect on the property, and to design a plan for avoiding, minimizing, or  
447 mitigating adverse effects on the eligible property.
- 448 4. If the FHWA, the SHPO, or a Tribe or Nation fails to file an objection with the Iowa DOT  
449 within 72 hours to the Iowa DOT's plan for addressing the discovery, the Iowa DOT may  
450 carry out the requirements of 36 CFR § 800.13 on behalf of the FHWA. The ACHP will  
451 be notified where the discovery may result in significant adverse effects.

452 **X. TREATMENT OF HUMAN REMAINS**

453 A. The FHWA and Iowa DOT are committed and will make every effort to protect and  
454 preserve all human remains, including cemeteries, precontact graves, and isolated elements,  
455 during transportation construction and maintenance activities. Iowa DOT Standard Specifications  
456 1107.18.D, 2012.03J and Iowa DOT PPM 500.17 (Cultural Resource Protection) stipulate that  
457 upon inadvertent discovery of human remains during construction, including bone or other  
458 remains suspected to be human, work shall immediately cease in the area. If there is uncertainty  
459 as to whether remains are human, the OSA Bioarchaeology Program shall be contacted to make  
460 the determination. The following steps are to be taken any time human remains are unearthed, or  
461 other artifacts associated with mortuary features are found during project construction or  
462 maintenance activities in Iowa.

- 463 1. Appropriate steps shall be taken to secure the site. No additional ground disturbance shall  
464 occur within a 100-foot buffer zone around the remains. All elements exposed must be left  
465 in place. Officials with the FHWA, the OSA Bioarchaeology Program (if not already  
466 notified), the SHPO, and appropriate Tribes and Nations will be notified within 24 hours  
467 via email or telephone. Law enforcement officials and the State Medical Examiner (SME)  
468 must also be notified in accordance with Section 523I.316 of the Iowa Code. No photos  
469 of human remains or funerary objects should be taken unless explicitly requested by the  
470 aforementioned parties; any photographic documentation requested must not be publicly  
471 distributed or displayed. Law enforcement and/or SME will coordinate with OSA to  
472 establish the antiquity and ancestry or cultural affiliation as possible of the human remains.  
473 If ancestry or cultural affiliation cannot be determined, the remains shall be collaboratively  
474 reviewed by the FHWA, the Iowa DOT, the Iowa SHPO, the OSA and the OSA-Indian  
475 Advisory Council to identify a best alternative for further analysis and reburial.
- 476 2. If the human remains appear to be ancient (i.e. older than 150 years) the OSA  
477 Bioarchaeology Program shall have jurisdiction to ensure that the appropriate procedures  
478 in accordance with Chapters 263B and 716.5 of Iowa Code are observed. The Iowa  
479 Department of Public Health has authority over human remains less than 150 years old per  
480 Iowa Code Chapters 113.34, 144.34, 523I.316, and 716.5.
- 481 3. If determined to be less than 150 years in age and of medico-legal significance, law  
482 enforcement and/or SME has jurisdiction.
- 483 4. If determined to be ancient and of Native American ancestry, representatives of the FHWA,  
484 the Iowa DOT, the OSA, the Iowa SHPO, and appropriate Tribes and Nations will confer  
485 at the site to examine the discovery, determine the likely project impacts if left in place,

- 486 and determine the most appropriate avoidance, minimization, or mitigation measure(s) for  
487 dealing with the discovery.
- 488 5. If determined to be ancient and of European American ancestry, representatives of the Iowa  
489 DOT, the FHWA, the OSA, the SHPO, and identifiable descendant community(ies) will  
490 confer and determine appropriate measures for avoidance, minimization or mitigation.
- 491 6. If determined to be less than 150 years in age and of Native American ancestry but not of  
492 medico-legal significance, law enforcement and/or SME will be requested to confer with  
493 the Iowa DOT, the FHWA, the OSA, the Iowa SHPO, and appropriate Tribes and Nations  
494 concerning compliance with the Native American Graves Protection and Repatriation Act  
495 (NAGPRA).
- 496 7. Before work can resume in the area of any unanticipated discovery, the Iowa DOT and the  
497 FHWA will determine the NRHP eligibility of the archaeological resource in consultation  
498 with SHPO, and other stakeholders as necessary.

499 **XI. SUPPORT FOR LOCAL PUBLIC AGENCIES**

- 500 A. The FHWA, the Iowa DOT, the Iowa SHPO, and the ACHP agree regardless of funding  
501 category, support from LEB can aid in the practical application and effectiveness of Local Public  
502 Agency (LPA) use of federal aid. Development of this agreement is intended to apply to LPA  
503 projects in Iowa when the assistance of LEB is sought and is applicable per grant or funding  
504 requirements or conditions.
- 505 B. Documentation prepared by LPAs or their consultants in support of such findings shall be  
506 submitted to the Iowa DOT for review and approval. The Iowa DOT shall not transmit to the  
507 FHWA or the Iowa SHPO any documentation that has not been reviewed and approved by  
508 qualified LEB staff.

509 **XII. ANNUAL REPORTING, AUDITING AND MONITORING**

- 510 A. All parties to this agreement may review activities carried out pursuant to this Agreement.  
511 The Iowa DOT shall facilitate this review by compiling specific categories of information to  
512 document the effectiveness of the Agreement and by making this information available on an  
513 annual basis to all parties to this Agreement in the form of an annual report. Categories of  
514 information may include, but are not limited to, a summary of actions taken under the Agreement,  
515 including all findings and determinations, accomplishments, public objections, and inadvertent  
516 effects or foreclosures. The range and type of information included by the Iowa DOT in the report  
517 and the manner in which this information is organized and presented must be such that it facilitates  
518 the ability of the reviewing parties to assess accurately the degree to which the Agreement and its  
519 manner of implementation constitute an efficient and effective program alternative under 36 CFR  
520 § 800, and to determine whether this Agreement should remain in effect, and if so, whether and  
521 how it could be improved through appropriate amendment.
- 522 B. The Iowa DOT shall submit the annual report to all parties to this Agreement no later than  
523 nine (9) months following the end of the state fiscal year (June 30). All parties are encouraged to  
524 review and provide comments and feedback on the annual report.
- 525 C. The Iowa DOT, the FHWA, and the Iowa SHPO will continue to schedule regular Cultural  
526 Interchange Team meetings and will use these meetings as a forum to evaluate the Agreement, to  
527 suggest revisions to its provisions, and to evaluate the quality of the resource identification and  
528 protection activities carried out under the Agreement.

529 If any signatory party determines that the Iowa DOT is not meeting its responsibilities under this  
530 Agreement, that signatory shall inform the Iowa DOT of its concern(s) and suggest measures to  
531 be taken to resolve the matter.

532 **XIII. AMENDMENT**

533 A. Any Signatory to this Agreement may request that it be amended, whereupon the  
534 Signatories will consult to consider such an amendment. Any resulting amendments to the  
535 Agreement or any Appendix shall be developed and executed between the Signatories in the same  
536 manner as the original Agreement. Changes to an Appendix to this Agreement does not require a  
537 full amendment to the Agreement. Should a Signatory request a change to an Appendix, the  
538 Signatory will notify all Signatories of the requested change, and if no objection is raised in thirty  
539 (30) days, Iowa DOT will make the change and document it in the annual report.

540 **XIV. TERMINATION**

541 Any Signatory to this Agreement may request to terminate it by providing thirty (30) calendar  
542 days' notice in writing to the Signatories explaining the reason for termination, provided that the  
543 Signatories will consult during the period prior to termination to seek agreement on amendments  
544 and other actions that would avoid termination. In the event of termination, the FHWA will comply  
545 with 36 CFR § 800 with regard to Undertakings covered by this Agreement.

546 **XV. DISPUTE RESOLUTION**

547 A. Objections from a Signatory or Consulting Party.

548 1. If any Signatory or consulting party objects regarding the way the terms of this Agreement  
549 are carried out, the objecting Signatory will notify in writing all other Signatories. The  
550 Signatories will consult to resolve the objection. The FHWA shall establish a reasonable  
551 timeframe commensurate with the nature of the objection for such consultations.

552 2. If the objection—other than a determination of eligibility which shall be resolved pursuant  
553 to Stipulation XV.C—is resolved through consultation, the FHWA may authorize the  
554 disputed action to proceed in accordance with the terms of such resolution.

555 3. If after initiating such consultation, the FHWA determines that the objection cannot be  
556 resolved through consultation, the FHWA shall forward all documentation relevant to the  
557 objection to ACHP and other Signatories, including the FHWA's proposed response to the  
558 objection. Within thirty (30) days after receipt of all pertinent documentation, ACHP shall  
559 exercise one of the following options:

560 a. Advise the FHWA that the ACHP concurs with the FHWA's proposed  
561 response to the objection, whereupon the FHWA will respond to the  
562 objection, accordingly; or

563 b. Provide the FHWA with recommendations, which the FHWA shall take  
564 into account in reaching a final decision regarding its response to the  
565 objection; or

566 c. Notify the FHWA that the objection will be referred for comment pursuant  
567 to 36 CFR § 800.7(a)(4) and proceed to refer the objection and comment.  
568 In this event, the FHWA, as the Agency Official shall ensure that the  
569 resulting comments are taken into account in accordance with 36 CFR §  
570 800.7(c)(4).

- 571 4. If ACHP does not exercise one of the options in Stipulation XV.A.3 within thirty (30) days  
572 after receipt of all pertinent documentation, the FHWA may assume there is no objection  
573 from the ACHP in its proposed response to the objection.
- 574 5. The FHWA shall provide all other Signatories with a written copy of its final decision  
575 regarding any objection addressed pursuant to this Section.
- 576 6. The FHWA shall take into account any ACHP recommendation or comment, and any  
577 comments from the other Signatories, in reaching a final decision regarding the objection.  
578 All Signatories shall remain responsible for all obligations under this Agreement that are  
579 not the subject of the objection.
- 580 7. The FHWA may authorize any action subject to objection under this Stipulation XV to  
581 proceed, provided the objection has been resolved in accordance with the terms of this  
582 Stipulation XV.

583 **B. Objections from the Public**

- 584 1. At any time during implementation of this Agreement, if any member of the public raises  
585 an objection in writing pertaining to such implementation to any Signatory, that Signatory  
586 shall immediately notify the FHWA. The FHWA shall immediately notify the other  
587 Signatories in writing of the objection. Any Signatory may choose to comment on the  
588 objection to the FHWA. The FHWA shall establish a reasonable timeframe for this  
589 comment period. The FHWA shall consider the objection, and in reaching its decision, take  
590 all comments from the other Signatories into account. Within fifteen (15) days following  
591 closure of the comment period, the FHWA will render a decision regarding the objection  
592 and respond to the objecting party. The FHWA will promptly notify the other Signatories  
593 to its decision in writing and shall include a copy of its response to the objecting party. The  
594 FHWA's decision regarding resolution of the objection will be final. Following the  
595 issuance of its final decision, the FHWA may authorize the Undertaking subject to dispute  
596 hereunder to proceed in accordance with the terms of that decision.

597 **C. Objections to Determination of Eligibility**

- 598 1. If any Signatory objects in writing to a determination of eligibility, the signatories will  
599 consult to resolve the objection. The FHWA may submit the determination to the 'Keeper  
600 of the National Register of Historic Places' at the National Park Service for resolution in  
601 accordance with 36 CFR § 63.

602 **XVI. CONFIDENTIALITY**

603 All parties to this Agreement acknowledge that information about Historic Properties, potential  
604 Historic Properties, or properties considered historic for purposes of this Agreement are or may  
605 be subject to the provisions of Section 304 of the National Historic Preservation Act (NHPA) and  
606 the Iowa Code 263B.10 and 22.7(20) (in coordination with the State Archaeologist as appropriate).  
607 Section 304 allows the FHWA and Iowa DOT to withhold from disclosure to the public,  
608 information about the location, character, or ownership of a Historic Property if the FHWA, in  
609 consultation with Iowa DOT, determines that disclosure may 1) cause a significant invasion of  
610 privacy; 2) risk harm to the Historic Property; or 3) impede the use of a traditional religious site  
611 by practitioners. Having so acknowledged, all parties to this Agreement will ensure that all actions  
612 and documentation prescribed by this Agreement are, where necessary, consistent with the  
613 requirements of 36 CFR § 800.11(c).

614

615

616       **XVII.       DURATION**

617           A.       This Agreement shall remain in effect for a period of five (5) years after the date the last  
618 party executes this Agreement (Effective Date), unless extended pursuant to Stipulation XIII of  
619 this Agreement or it is terminated prior to that time pursuant to Stipulation XIV. The Iowa DOT  
620 shall provide written notification to the Signatories regarding extension of the Agreement at least  
621 six (6) months prior to the conclusion of the five (5) year Term. If there are no objections from  
622 the Signatories, the Term will be extended for an additional five (5) years by written amendment  
623 up to a maximum of ten (10) total years. If any Signatory objects to extending the Agreement, the  
624 Iowa DOT will consult with the Signatories to consider amendments or other actions to avoid the  
625 Agreement's expiration.

626       **XVIII.       EXECUTION OF THIS AGREEMENT**

627           A.       Execution and implementation of this Agreement are evidence that the FHWA has  
628 delegated certain Section 106 responsibilities to the Iowa DOT, and have afforded the ACHP a  
629 reasonable opportunity to comment on this Agreement regarding federal aid undertakings in Iowa;  
630 and that the FHWA has taken into account the effects of the Agreement and will evaluate its  
631 individual Undertakings on Historic Properties accordingly, and that the FHWA has laid out a  
632 process for compliance with Section 106 and 36 CFR § 800 for their individual Undertakings.

633

634

635

636

637

638

639

640

641

642

643

644

645

646

647

648

649

650

651

652

653

654

655

656

657

658

659  
660  
661  
662  
663  
664  
665  
666  
667  
  
668  
669  
670  
671  
672  
673  
674  
675  
676  
677  
  
678  
  
679  
  
680  
  
681  
  
682  
  
683  
  
684  
  
685  
  
686  
  
687  
  
688  
  
689  
  
690  
  
691  
  
692

**PROGRAMMATIC AGREEMENT AMONG  
THE FEDERAL HIGHWAY ADMINISTRATION,  
THE IOWA DEPARTMENT OF TRANSPORTATION,  
THE IOWA STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING TRANSPORTATION PROGRAMS IN IOWA**

**SIGNATORY – ADVISORY COUNCIL ON HISTORIC PRESERVATION**



Reid Nelson  
Executive Director

May 19, 2026

Date

693  
694  
695  
696  
697  
698  
699  
700  
701  
  
702  
703  
704  
705  
706  
707  
708  
709  
710  
  
711  
  
712  
713  
714  
715  
716  
717  
718  
719  
720  
721  
722  
723  
724  
725  
726  
727  
728  
729  
730  
731  
732  
733

**PROGRAMMATIC AGREEMENT AMONG  
THE FEDERAL HIGHWAY ADMINISTRATION,  
THE IOWA DEPARTMENT OF TRANSPORTATION,  
THE IOWA STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING TRANSPORTATION PROGRAMS IN IOWA**

**SIGNATORY – FEDERAL HIGHWAY ADMINISTRATION**

*Vershun Tolliver*

5/4/2026

---

Vershun Tolliver

Date

Iowa Division Administrator

734  
735  
736  
737  
738  
739  
740  
741  
742  
  
743  
744  
745  
746  
747  
748  
749  
750  
751  
  
752  
753  
754  
755  
756  
757  
758  
759  
760  
761  
762  
763  
764  
765  
766  
767  
768  
769  
770  
771  
772  
773  
774

**PROGRAMMATIC AGREEMENT AMONG  
THE FEDERAL HIGHWAY ADMINISTRATION,  
THE IOWA DEPARTMENT OF TRANSPORTATION,  
THE IOWA STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING TRANSPORTATION PROGRAMS IN IOWA**

**SIGNATORY – IOWA STATE HISTORIC PRESERVATION OFFICER**



4/29/2026

---

Heather Gibb  
Iowa State Historic Preservation Officer

Date

775  
776  
777  
778  
779  
780  
781  
782  
783  
  
784  
785  
786  
787  
788  
789  
790  
791  
792  
  
793  
794  
795  
796  
797  
798  
799  
800  
801  
802  
803  
804  
805  
806  
807  
808  
809  
810  
811  
812  
813  
814  
815

**PROGRAMMATIC AGREEMENT AMONG  
THE FEDERAL HIGHWAY ADMINISTRATION,  
THE IOWA DEPARTMENT OF TRANSPORTATION,  
THE IOWA STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING TRANSPORTATION PROGRAMS IN IOWA**

**SIGNATORY – IOWA DEPARTMENT OF TRANSPORTATION**



4-21-26

Stuart Anderson  
Transportation Development Division Director

Date

2026 Section 106 Programmatic Agreement  
for Transportation Federal Aid in Iowa

857  
858  
859  
860  
861  
862  
863  
864  
865  
  
866  
867  
868  
869  
870  
871  
872  
873  
874  
  
875  
876  
877  
878  
879  
880  
881  
882  
883  
884  
885  
886  
887  
888  
889  
890  
891  
892  
893  
894  
895  
896  
897

**PROGRAMMATIC AGREEMENT AMONG  
THE FEDERAL HIGHWAY ADMINISTRATION,  
THE IOWA DEPARTMENT OF TRANSPORTATION,  
THE IOWA STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING TRANSPORTATION PROGRAMS IN IOWA**

**CONCURRING PARTY – OTOE-MISSOURIA TRIBE**

DocuSigned by:  
*Whitehorn, Elsie*  
0089A1048EDEF43D

Elsie Whitehorn  
Tribal Historic Preservation Officer

4/21/2026

Date

898  
899  
900  
901  
902  
903  
904  
905  
906  
  
907  
908  
909  
910  
911  
912  
913  
914  
915  
916  
  
917  
918  
919  
920  
921  
922  
923  
924  
925  
926  
927  
928  
929  
930  
931  
932  
933  
934  
935  
936  
937  
938

**PROGRAMMATIC AGREEMENT AMONG  
THE FEDERAL HIGHWAY ADMINISTRATION,  
THE IOWA DEPARTMENT OF TRANSPORTATION,  
THE IOWA STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING TRANSPORTATION PROGRAMS IN IOWA**

**CONCURRING PARTY – UNIVERSITY OF IOWA OFFICE OF THE STATE  
ARCHAEOLOGIST**



John F. Doershuk  
State Archaeologist and Director

4-21-2026

Date

2026 Section 106 Programmatic Agreement  
for Transportation Federal Aid in Iowa

939  
940  
941  
942  
943  
944  
945

**Appendix A: List of Tribes**

The FHWA and Iowa DOT identified and invited the following Tribes and Nations to be consulting parties to this Agreement and any joint FHWA and Iowa DOT projects.

946	Citizen Potawatomi Nation	983
947	1601 S. Gordon Cooper Dr.	984
948	Shawnee, Oklahoma 74801	985
949		986 Kickapoo Traditional Tribe of Texas
950	Delaware Nation	987 HC 1, Box 9700
951	P. O. Box 825	988 Eagle Pass, TX 78852
952	Anadarko, OK 73005	989
953		990 Lower Sioux Indian Community
954	Delaware Tribe of Indians	991 39527 Res. Hwy 1
955	170 NE Barbara	992 P. O. Box 308
956	Bartlesville, OK 74006	993 Morton, MN 56270
957		994
958	Flandreau Santee Sioux	995 Miami Tribe of Oklahoma
959	P. O. Box 283	996 202 S. Eight Tribes Trail
960	Flandreau, SD 57028	997 Miami, OK 74355
961		998
962	Ho-Chunk Nation	999 Osage Nation
963	W9814 Airport Rd.	1000 627 Grandview
964	P. O. Box 677	1001 P. O. Box 779
965	Black River Falls, WI 54615	1002 Pawhuska, Oklahoma 74056
966		1003
967	Iowa Tribe of Kansas and Nebraska	1004 Omaha Tribe of Nebraska
968	3345 Thrasher Road	1005 P. O. Box 368
969	White Cloud, KS 66094	1006 Macy, NE 68039
970		1007
971	Iowa Tribe of Oklahoma	1008 Otoe-Missouria Tribe
972	R.R.1, Box 721	1009 8151 Hwy 177
973	Perkins, OK 74059	1010 Red Rock, OK 74651
974		1011
975	Kickapoo Tribe in Kansas	1012 Pawnee Nation of Oklahoma
976	1107 Goldfinch Road	1013 P. O. Box 470
977	Horton, KS 66349	1014 Pawnee, OK 74058
978		1015
979	Kickapoo Tribe of Oklahoma	1016 Peoria Tribe of Indians of Oklahoma
980	407 N. Hwy 102	1017 118 S. Eight Tribes Trail
981	P. O. Box 70	1018 P. O. Box 1527
982	McCloud, OK 74851	1019 Miami, Oklahoma 74355

2026 Section 106 Programmatic Agreement  
for Transportation Federal Aid in Iowa

1020		1055	
1021		1056	Santee Sioux Nation
1022		1057	108 Spirit Lake Avenue West
1023	Ponca Tribe of Nebraska	1058	Niobrara, NE 68760-7219
1024	P. O. Box 288,	1059	
1025	Niobrara, NE 68760	1060	Shakopee Mdewakanton Sioux Community
1026		1061	2330 Sioux Trail N.W.
1027	Ponca Tribe of Oklahoma	1062	Prior Lake, MN 55372
1028	20 White Eagle Drive	1063	
1029	Ponca City, OK 74601	1064	Sisseton Wahpeton Oyate
1030		1065	P. O. Box 509
1031	Prairie Band Potawatomi Nation	1066	Agency Village, SD 57262
1032	16281 Q Road	1067	
1033	Mayetta, Kansas 66509-8970	1068	Spirit Lake Tribe
1034		1069	P. O. Box 359
1035	Prairie Island Indian Community	1070	Fort Totten, ND 58335
1036	5636 Sturgeon Lake Road	1071	
1037	Welch, MN 55089	1072	Three Affiliated Tribes - Mandan, Hidatsa &
1038		1073	Arikara
1039	Sac and Fox Tribe of the Mississippi in	1074	404 Frontage Road,
1040	Iowa	1075	New Town, ND 58763
1041	349 Meskwaki Road	1076	
1042	Tama, IA 52339	1077	Upper Sioux Community
1043		1078	P. O. Box 147
1044	Sac and Fox Nation of Missouri in Kansas	1079	5722 Traverse Lane
1045	305 N. Main Street	1080	Granite Falls, MN 56241-0147
1046	Reserve, KS 66434-9723	1081	
1047		1082	Winnebago Tribe of Nebraska
1048	Sac and Fox Nation in Oklahoma	1083	100 Bluff Street
1049	920883 S. Hwy 99	1084	P. O. Box 687
1050	Stroud, OK 74079	1085	Winnebago, NE 68071
1051		1086	
1052		1087	Yankton Sioux Tribe
1053		1088	P. O. Box 248
1054		1089	Marty, SD 57361-024
1090			
1091			
1092			
1093			
1094			
1095			
1096			
1097			

1098  
1099  
1100  
  
1101  
1102  
1103  
1104  
  
1105  
1106  
1107  
1108  
1109  
1110  
1111  
1112  
1113  
1114  
1115  
1116  
1117  
1118  
1119  
1120  
1121  
1122  
1123  
1124  
1125  
1126  
1127  
1128  
1129  
1130  
1131  
1132  
1133  
1134  
1135  
1136  
1137  
1138  
1139  
1140

**Appendix B: Minor Projects Resulting in No Historic Properties Affected**

For all undertakings that receive a Minor Project determination, qualified Iowa DOT staff shall track and document the basis for the exemption identified (i.e., data source) in the review and retain it in accordance with 800.11(e) documentation standards. At any time, a signatory may request information about the exemption.

**Screened Projects**

A. Projects Involving Ground Disturbance

1. One or more of the following Qualifying Criteria must be met for a project to be considered a Minor Project exempted from SHPO review:
  - a. The Area of Potential Effect (APE) is entirely contained within the existing public right-of-way, and no historic properties are known to be present within or near the APE (identified using I-Sites Data, SHPO built environment data, historical resources, and imagery tools to assess profound disturbance (aerials, historic aerials, LIDAR) etc.);
  - b. The APE is entirely contained within areas that can be documented as being profoundly disturbed and no historic properties are known to be present within the APE. *Profound disturbance* as it relates to the APE occurs when a past activity or activities have physically altered the *three-dimensional* APE of a project *in its entirety* to the point where there is no potential for an archaeologically significant property to remain;
  - c. The APE was surveyed for cultural resources after 1989 and determined to contain none of significance and has received SHPO concurrence;
  - d. The APE is documented as exhibiting slope that exceeds 15 percent, and no historic properties are known to be present within or near the APE;
  - e. The APE measures two acres or less, and is entirely contained by soils mapped as historic alluvium or post-settlement alluvium, and no historic properties are known to be present within or near the APE;
  - f. The project will include the removal and or installation of utilities or facilities whereby a utility trench can be appropriately assessed. This allowance accounts for the existing facility plus three feet. No historic properties are known to be present within or near the APE;
2. Examples of Ground Disturbance Projects when one or more Qualifying Criteria are met:
  - a. Resurfacing, restoration, and rehabilitation, including minor roadway widening, milled rumble strips, patching, intersection modifications
  - b. Bridge deck overlays, replacements, and rehabilitation involving substructure replacements, widening, pier replacements, stabilizations, approach repair
  - c. Culvert extensions, new build, replacements, or repairs
  - d. Grading, including slide repair, debris removal, fencing, rip-rap, sub-drains, median work

2026 Section 106 Programmatic Agreement  
for Transportation Federal Aid in Iowa

- 1141 e. Traffic safety improvements, including signing, lighting, guardrails, railroad
- 1142 warning devices, traffic signals, pavement marking, utility repairs
- 1143 f. Installation of bicycle and pedestrian facilities
- 1144 g. Noise wall installation
- 1145 h. Highway rest area or weigh scale improvements
- 1146 i. Landscaping, including tree or shrub planting, seeding, mowing, clearing and
- 1147 grubbing, vegetation management
- 1148 j. Erosion control, silt fencing
- 1149 k. Maintenance measures, including scour filling, sealing, deposit removal,
- 1150 stabilization measures
- 1151
- 1152 B. Projects Involving Built Environment for properties (structures, buildings, objects, sites,
- 1153 districts) not On or Eligible for the National Register
- 1154 1. One or more of the following Qualifying Criteria must be met for the project to be
- 1155 considered a Minor Project exempted from SHPO review:
- 1156 a. Work within the existing alignment including exposed brick streets and no historic
- 1157 properties are known to be present within the APE;
- 1158 b. Routine maintenance, stabilization, and protective activities and no historic
- 1159 properties are known to be present within the APE;
- 1160 c. Road surface modifications and rehabilitation and no historic properties are known
- 1161 to be present within the APE;
- 1162
- 1163 2. Examples of projects involving the Built Environment when one or more Qualifying
- 1164 Criteria are met:
- 1165 a. Removal of accumulated debris – which includes the removal of harmful or
- 1166 otherwise undesirable deposits of dirt, stains, coatings, efflorescence (salts) and
- 1167 pollutants in a manner that does the least amount of harm to the surface being
- 1168 treated;
- 1169 b. Routine maintenance such as mending the material of a structure or object;
- 1170 c. Limited paint removal, and re-application;
- 1171 d. Electrical work, plumbing work, heating and cooling work which are not visible
- 1172 from the exterior of the building;
- 1173 e. Replacement of deteriorated stairs;
- 1174 f. Replacement of siding, porches, doors, roofs, windows, balustrades, trim
- 1175 g. Caulking;
- 1176 h. Floor refinishing;
- 1177 i. Interior wall replacement, including crack repair;
- 1178 j. Anchoring of masonry walls and floor systems so long as anchors are imbedded and
- 1179 concealed from exterior view;
- 1180 k. Reconstruction- repair of parapets, chimneys and cornices;
- 1181 l. Temporary bracing or shoring as part of stabilizations or foundations;
- 1182 m. Repair to or replacement of ceiling systems;
- 1183 n. Brick street repair not in a historic district on or eligible for the National Register;

2026 Section 106 Programmatic Agreement  
for Transportation Federal Aid in Iowa

- 1184 o. Stabilization –including acts or processes of applying measures designed to
- 1185 reestablish a weather resistant structure and restoring the structure stability of an
- 1186 unsafe or deteriorated bridge or culvert while maintaining the essential form as it
- 1187 exists at present. These tasks include reinforcement of load bearing members
- 1188 accomplished in such a manor so as to detract as little as possible from the
- 1189 property’s original appearance, and arresting the deterioration of material that might
- 1190 otherwise be subject to structural failure;
- 1191 p. Protection – involving the least degree of intervention and, being preparatory to
- 1192 other work, includes such measure as installation of temporary fencing, emergency
- 1193 utility repairs, security lighting, protective sheeting, alarm systems and other short-
- 1194 term protective measures, and seasonal debris removal, without causing damage to
- 1195 historic materials;
- 1196
- 1197
- 1198
- 1199
- 1200
- 1201
- 1202
- 1203
- 1204
- 1205
- 1206
- 1207
- 1208
- 1209
- 1210
- 1211
- 1212
- 1213
- 1214
- 1215
- 1216
- 1217
- 1218
- 1219
- 1220
- 1221
- 1222
- 1223
- 1224
- 1225
- 1226
- 1227

1228  
1229  
1230  
1231  
1232  
1233  
1234  
1235  
1236  
1237  
1238  
1239  
1240  
1241  
1242  
1243  
1244  
1245  
1246  
1247  
1248  
1249  
1250  
1251  
1252  
1253  
1254  
1255  
1256  
1257  
1258  
1259  
1260  
1261  
1262  
1263  
1264  
1265  
1266  
1267  
1268  
1269  
1270  
1271

**Appendix C: Minor Projects Resulting in No Adverse Effect on Historic Properties**

For all undertakings that receive a Minor Project determination, qualified Iowa DOT staff shall track and document the basis for the exemption identified (i.e., data source) in the review and retain it in accordance with 800.11(e) documentation standards. At any time, a signatory may request information about the exemption.

- A. One or more of the following Qualifying Criteria must be met for the project to be considered a Minor Project exempted from SHPO review:
  - 1. Road surface modifications and rehabilitation with low vibration potential to adjacent historic properties or moderate vibration potential with defined protective measures included in special provisions or construction plan notes;
  - 2. Bridge structural or surface modifications and rehabilitation with low vibration potential to adjacent historic properties or moderate vibration potential with defined protective measures included in special provisions or construction plan notes;
  - 3. Routine maintenance, stabilization, and protective activities on NRHP listed or eligible structures, activities will follow *The Secretary of Interior’s Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings*, and *The Secretary of Interior’s Standards for Treatment of Historic Properties with Guidelines for the Treatment of Cultural Landscapes*;
  
- B. Examples of projects involving the Built Environment when one or more Qualifying Criteria are met:
  - 1. Removal of accumulated debris – which includes the removal of harmful or otherwise undesirable deposits of dirt, stains, coatings, efflorescence (salts) and pollutants in a manner that does the least amount of harm to the surface being treated;
  - 2. Routine maintenance – which includes historic construction material through treatments such as mending the material of a structure or object where materials are kept **in-kind** such as:
    - a. Limited paint removal, and re-application;
    - b. Electrical work, plumbing work, heating and cooling work which are not visible from the exterior of the building;
    - c. Replacement of deteriorated stairs;
    - d. Replacement of siding, porches, doors, roofs, windows, balustrades, trim
    - e. Caulking;
    - f. Floor refinishing;
    - g. Interior wall replacement, including crack repair;
    - h. Anchoring of masonry walls and floor systems so long as anchors are imbedded and concealed from exterior view;
    - i. Reconstruction- repair of parapets, chimneys and cornices;
    - j. Temporary bracing or shoring as part of stabilizations or foundations;
    - k. Repair to or replacement of ceiling systems;
    - l. Brick street repair

2026 Section 106 Programmatic Agreement  
for Transportation Federal Aid in Iowa

- 1272 m. Stabilization –including acts or processes of applying measures designed to  
1273 reestablish a weather resistant structure and restoring the structure stability of an  
1274 unsafe or deteriorated bridge or culvert while maintaining the essential form as it  
1275 exists at present. These tasks include reinforcement of load bearing members  
1276 accomplished in such a manor so as to detract as little as possible from the  
1277 property’s original appearance, and arresting the deterioration of material that might  
1278 otherwise be subject to structural failure;
- 1279 n. Protection – involving the least degree of intervention and, being preparatory to  
1280 other work, includes such measure as installation of temporary fencing, emergency  
1281 utility repairs, security lighting, protective sheeting, alarm systems and other short-  
1282 term protective measures, and seasonal debris removal, without causing damage to  
1283 historic materials;  
1284