

**COUNCIL ACTION FORM**

**SUBJECT:**        **SUBMISSION OF DRAFT PROGRAMMATIC AGREEMENT TO  
IOWA STATE HISTORIC PRESERVATION OFFICE (SHPO)**

**BACKGROUND:**

As part of the City's Community Development Block Grant (CDBG) Program agreement with the Department of Housing and Urban Development (HUD), the City is responsible for conducting a number of environmental checklist requirements and conditions before proceeding with a project. HUD-funded projects vary widely as to their complexity, and there are different levels of environmental review triggered by different kinds of projects. The National Historic Preservation Act of 1966 requires federal agencies to consider the impact of their projects on historic properties. This process is known as the "Section 106" review. Section 106 is incorporated into the environmental review compliance requirements in conjunction with the HUD CDBG program regulations.

To fulfill these requirements, entitlement cities in Iowa need to work closely with the Iowa State Historic Preservation Office (SHPO). SHPO is responsible for ensuring that the state and entitlement cities utilizing CDBG funds are in compliance with the Section 106 review and HUD regulations regarding identification and preservation of historic properties.

A draft agreement has been developed to outline the process and procedures which the City will use to comply with the Section 106 regulations for certain types of project undertakings (e.g., housing rehabilitation and infrastructure projects), and to determine if the projects would affect any properties and/or landmarks that are included or eligible to be included in the National Register of Historic Places. The agreement will streamline the process for approval, which in the past has delayed project start dates significantly. As required by the regulations, the City will submit requests to SHPO and send notifications to Indian Tribes in cases where projects would involve ground disturbing activities and/or the rehabilitation of buildings over 50 years old that may have potential historic/architectural significance.

Additionally, the newly revised Section 106 regulations now require that the City involve the public and other interested parties (such as the City's Historic Preservation Commission, the Ames Historical Society, and Preservation Iowa) in the consultation process, so that they are aware that these regulations are in place to enhance the preservation of historic properties and landmarks in our community. The agreement, however, in no way interferes with the local historic preservation processes, procedures or regulations.

The City's 2005 agreement with SHPO is expired and obsolete. The updated draft agreement is very similar to the 2005 agreement, but now incorporates the languages and

processes of the newly revised Section 106 of the National Historic Preservation Act as noted above.

The updated draft agreement has been reviewed and revised by the HUD Regional Office in Kansas City, and was reviewed by the Ames Historic Preservation Commission at its November 19<sup>th</sup> meeting. The Commission fully endorsed the “draft” agreement (see attached letter). A copy of the draft agreement was sent both to the Ames Historical Society and the Midwest Office of the National Trust for Historic Preservation. No comments were received from either entity. A copy was sent to Preservation Iowa, which also expressed their support (see attached letter). A copy was also sent to the specified Indian tribes, from whom no comments were received.

The community has been notified that the updated draft agreement was available for public comment and that the hearing for comments would be at the January 22, 2013 City Council meeting. The next step is to approve submittal of the updated draft agreement to SHPO for their review and approval. Once SHPO approves the agreement, the agreement would then be submitted to the Advisory Council on Historic Preservation and HUD for acceptance.

The updated draft agreement and letters of support are attached.

#### **ALTERNATIVES:**

1. The City Council can approve submittal of the updated draft programmatic agreement to SHPO for their review and approval.
2. The City Council can deny approval to submit the updated draft programmatic agreement to SHPO for their review and approval.

#### **CITY MANAGER'S RECOMMENDED ACTION:**

The updated draft agreement outlines the process and procedures which the City will use to comply with HUD’s Section 106 regulations for certain types of project undertakings that may affect properties and landmarks that are included or eligible to be included in the National Register of Historic Places. **The agreement also streamlines the process for approval, which in the past has delayed project start dates significantly.**

Therefore, it is the recommendation of the City Manager that the City Council adopt Alternative #1, thereby approving submittal of the updated draft programmatic agreement to SHPO for their review and approval.

**PROGRAMMATIC AGREEMENT AMONG  
THE CITY OF CITY OF AMES,  
THE IOWA STATE HISTORIC PRESERVATION OFFICER,  
AND  
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING ALTERNATIVE PROCEDURES GOVERNING  
COMPLIANCE WITH THE NATIONAL HISTORIC PRESERVATION  
ACT FOR UNDERTAKINGS WITH REVIEW RESPONSIBILITIES  
DELEGATED UNDER 24 CFR PART 58**

**WHEREAS**, Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§ 470 *et seq.*, hereinafter, NHPA), requires federal agencies to take into account the effects of their undertakings on historic properties and to afford the Advisory Council on Historic Preservation (ACHP) a reasonable opportunity to comment on such undertakings; and,

**WHEREAS**, the U.S. Department of Housing and Urban Development (hereinafter, HUD) has allocated to the City of AMES (hereinafter, City) funds through various programs including the Community Development Block Grant program (hereinafter, CDBG), authorized by Title I of the Housing and Community Development Act of 1974, in accordance with Section 104(g) (42 U.S.C. 5304(g)) and the HOME Investment Partnerships Program (hereinafter, HOME), authorized by Title II of the Cranston-Gonzalez National Affordable Housing Act, in accordance with Section 443 (42 U.S.C. 11402); and,

**WHEREAS**, pursuant to 24 CFR Part 58, the City must assume responsibilities for environmental review, decision-making, and action that would apply to HUD under Section 106 of the NHPA and its implementing regulations 36 CFR Part 800; and,

**WHEREAS**, the City has consulted with the Iowa State Historic Preservation Officer (hereinafter, SHPO) and the ACHP and has determined that certain HUD-funded actions have the potential to cause effects to historic properties while others do not; and,

**WHEREAS**, given the breadth and number of Iowa's non-entitlement and entitlement community funding recipients and the need for timely and efficient delivery of governmental assistance, the City, SHPO, and ACHP have agreed that the Section 106 process for undertakings where the City has assumed HUD environmental responsibilities pursuant to 24 CFR Part 58 may be addressed programmatically in order to effectively and expeditiously meet regulatory obligations as an alternative to standard Section 106 procedures, as allowed by 36 CFR 80.14; and,

**WHEREAS**, the City, in the interest of streamlining, will enter into lead federal agency agreements pursuant to 36 CFR Part 800.2(a)(2) when such agreements are mutually advantageous and of net benefit to the ultimate recipient of federal aid; and, the City will use the NEPA process when practicable and feasible to address the requirements of both the Section 106 and NEPA processes in a timely and efficient manner pursuant to 36 CFR Part 800.8; and,

**WHEREAS**, the City has contacted federally recognized tribes that may attach religious and cultural significance to historic properties that may be affected by HUD-funded undertakings, notifying them of the collective desire and intent of the signatories to address Section 106 compliance programmatically, to notify them of the types of undertakings pursued under 24 CFR part 58 programs and to solicit their views on which types of undertakings may have potential to affect properties of interest to them and how they wish to be consulted upon them, and finally to review and comment upon the programmatic agreement in the capacity of a concurring party; and,

**WHEREAS**, the City, in consultation with the SHPO and ACHP, has identified other interested parties including but not limited to the Ames Historic Preservation Commission, Ames Historical Society, Preservation Iowa, the Midwest Office of the National Trust for Historic Preservation and has afforded them and the public a reasonable opportunity to comment by disseminating information about the programmatic agreement. The City will continue to consult with Native American tribes and other consulting parties on individual undertakings and involve the public by utilizing HUD procedures for soliciting public involvement found at 24 CFR Part 58.43; 58.45-46; 58.59 and other applicable sections of that part, as appropriate.

**NOW THEREFORE**, the City, the SHPO, and the ACHP as signatories, agree that, upon execution of this programmatic agreement, undertakings where the City has assumed HUD environmental responsibilities pursuant to 24 CFR Part 58 shall be implemented in accordance with the following stipulations and conditions in a timely manner and with adequate resources in order to take into account the effects of these undertakings on historic properties.

## **STIPULATIONS**

The City will ensure that the following stipulations are implemented:

### **I. CITY RESPONSIBILITIES**

- A. The City shall ensure that all historic properties investigations, evaluations, and data recovery efforts conducted pursuant to this agreement shall be performed in accordance with the Secretary of the Interior's Standards and Guidelines for Identification and Evaluation and by or under the direct supervision of an individual that meets the Secretary of the Interior's Professional Qualifications Standards (48 FR 44738-9, September 29, 1983); and shall be performed in a manner that is consistent with Secretary of the Interior's Standards and the *Guidelines for Archaeological Investigations in Iowa*, and all other federal or state standards as appropriate. The City shall ensure that final archaeological reports resulting from data recovery are responsive to contemporary professional standards and to the Department of the Interior's *Format Standards for Final Reports of Data Recovery Programs* (42 FR 5377-79). Precise location data should be provided only in a separate appendix if it appears that release of such data could jeopardize archeological deposits.

- B. The City shall ensure that documentation submitted to the SHPO for review meets or exceeds the standards outlined at 36 CFR 800.11 and is consistent with the ACHP's *Meeting the "Reasonable and Good Faith" Identification Standard in Section 106 Review* (issued November 2011). Pursuant to Section 304 of the NHPA (16 U.S.C. 470w-3) and Chapter 22 7(22) of the Iowa Code, the City shall withhold from disclosure to the public, information relating to the location or character of historic resources and archaeological sites when it has been determined that disclosure of such information may create a substantial risk of harm, theft, or destruction to such resources or to the area or place where such resources are located.
- C. The City shall ensure that appropriate interim controls, as allowed by 24 CFR Part 35.1330, shall be implemented in lieu of full lead-based paint abatement in all historic properties when such procedures are deemed by the City and SHPO to be practicable and feasible.
- D. The City shall ensure that artifacts and records resulting from archaeological investigation made pursuant to this agreement shall be curated at a facility in the State of Iowa that meets or exceeds the Secretary of the Interior's Standards (36 CFR Part 79).
- E. The City shall involve the National Park Service (hereinafter NPS) on all undertakings involving National Historic Landmarks in accordance with 36 CFR 800.10.
- F. The City shall provide letter notification to the SHPO of its intent to enter into a lead federal agency agreements. The notification shall specifically identify the HUD undertaking, partnering agencies, and indicate the City's lead or subordinate role under the agreement.

## II. SHPO RESPONSIBILITIES

- A. SHPO shall comment on all undertakings designated for their review within the timeframes required by this programmatic agreement.
- B. SHPO staff shall provide technical assistance as needed to aid the City in carrying out the terms of this programmatic agreement.

## III. ACHP RESPONSIBILITIES

- A. ACHP shall participate in cases in which dispute resolution among parties is required as indicated in Stipulation VII, below and in instances when the Criteria for Council Involvement in Reviewing Individual section 106 cases are met (36 CFR 800, Appendix A).

## IV. UNDERTAKINGS EXEMPT FROM SHPO REVIEW

- A. The City shall determine individual undertakings exempt from SHPO review based on the criteria outlined in Appendix A of this programmatic agreement.
- B. For an undertaking determined by the City to be exempt from SHPO review, the City shall document its determination by completing an *Excluded from SHPO Review, Project Determination Form* (Appendix B) and attach it and its supporting documentation to the project's environmental assessment document. This concludes the City's responsibilities for complying with Section 106 for the specific undertaking.
- C. If all activities of an undertaking are not exempt from SHPO review, the entire undertaking shall be reviewed according to the procedures outlined in Stipulation V, below.

## V. REVIEW OF NON-EXEMPT UNDERTAKINGS

### A. Public and Consulting Party Involvement

- 1. The City shall invite parties to consult on specific undertakings subject to review under this programmatic agreement with the exception of those undertakings that are exempt under HUD regulations (24 CFR Part 58.34) or are categorically excluded as being not subject to review of the laws listed at 24 CFR Part 58.5 in accordance with 24 CFR Part 58.35(b), and those exempt from SHPO review as itemized at Part 2 of Section I, Appendix B. Parties that have a consultative roll in the section 106 process include, but are not limited to the following: federally recognized Indian tribes, county and municipal historic preservation commissions, the public, and individuals and organizations who, due to the nature of their legal or economic relation to the undertaking, or their concern with the undertaking's effects on historic properties, demonstrate a legitimate interest.

### B. Identification and Evaluation of Historic Properties

#### 1. Identification

- a. For each undertaking, the City shall determine and document an area of potential effects (APE) as defined in 36 CFR 800.16(d).
- b. The City shall examine existing information on historic properties within the APE as a basic level of investigation. Sources of existing information include the National Register of Historic Places (hereinafter, NRHP), the *Iowa Site Inventory* maintained by the SHPO, and *I-SitesPro Archaeological Sites and Surveys Databases* maintained by the Office of the State Archaeologist of Iowa and the I-Sites portal system maintained by the Iowa Department of Transportation .

- c. The City shall seek input from other parties that may have a particular interest in the undertaking and may have information to offer regarding the land-use history of the APE and any historic properties that may be affected within.
- d. Based on the nature of the undertaking and the potential for the APE to contain historic properties, the City may undertake field survey work in its efforts to identify and evaluate historic properties. The City shall ensure that fieldwork is performed by individuals that meet the Secretary of the Interior's Professional Qualifications Standards for archaeology, architectural history, or history, as appropriate.

## 2. Evaluation

- a. The City shall determine the historic significance of resources within the APE through the application of the NRHP criteria and in accordance with 36 CFR 800.4(c).

## 3. Results of Identification and Evaluation

- a. The City shall submit documentation of their historic property identification efforts to the SHPO according to the SHPO review process for HUD undertakings, as outlined on the SHPO's website. Submittals should include a *Request for SHPO Comment on a HUD Project* form and all other applicable supporting documentation requested on the form.
- b. If no historic properties are located within the APE or the undertaking will not affect historic properties within the APE, the City will submit to SHPO a finding of "no historic properties affected." If the SHPO concurs with the City's finding or does not respond within 30 days of receipt of the finding, the City's responsibilities under Section 106 will be fulfilled.

## C. Assessment and Resolution of Adverse Effects

- 1. If historic properties will be affected by the undertaking but the effects do not meet the criteria of adverse effect outlined in 36 CFR 800.5(a)(1) or the undertaking is modified to ensure consistency with the Secretary's Standards for the Treatment of Historic Properties, the City shall submit to SHPO a finding of "no adverse effect." If the SHPO concurs with the City's finding or does not respond within 30 days of receipt of the finding, the City's responsibilities under Section 106 will be fulfilled.
- 2. If the City determines that the undertaking will result in "adverse effects" to historic properties and the SHPO agrees, the City will continue consultation to resolve adverse effects.
  - a. The City shall first consider ways to modify an undertaking to avoid or minimize adverse effects. If the City determines that alternatives to avoid or

minimize adverse effects are impractical, unfeasible, or imprudent, the City shall involve consulting parties and the SHPO in the development of measures to mitigate adverse effects of the undertaking.

- b. Mitigation measures shall be formalized through the development of a letter of agreement (LOA) executed between the City and SHPO.
- c. Upon execution of the LOA, the City shall provide the ACHP a copy of the LOA and shall implement the undertaking in accordance with the LOA. Upon execution of the LOA and the implementation of its terms, the City's responsibilities under Section 106 will be fulfilled.

## VI. UNANTICIPATED DISCOVERIES

A. *Human remains.* Iowa law protects all human burials regardless of their historical age, sex, or cultural/ethnic affiliation. The City shall ensure that the following procedures are observed in the event that human remains are encountered during construction or archaeological investigations.

- 1. In the event that human remains or burials are encountered during archeological investigations or construction activities, work shall cease in the area, appropriate steps shall be taken to secure the site, and officials at the Burials Program at the University of Iowa - Office of the State Archaeologist (OSA, Shirley Schermer, 319-384-0740) and the SHPO shall be notified.
- 2. If the remains appear to be ancient (i.e., determined by the OSA to be older than 150 years), the Burials Program at OSA shall have jurisdiction to ensure that the appropriate procedures in accordance with Chapter 263 of the Iowa Code are observed.
- 3. Human remains less than 150 years old are protected under Chapter 566 of the Iowa Code. In the event that human remains appearing less than 150 years in age are encountered, the City shall ensure that appropriate law enforcement authorities and the Iowa Department of Health are notified.

B. *Archaeological material (non-mortuary related).* The City shall ensure that the following procedures are observed in the event that previously undetected non-mortuary-related archeological materials are encountered during construction or archaeological investigations.

- 1. All activities in the area of the resource shall cease immediately, appropriate steps shall be implemented to secure the site, and the SHPO shall be notified of the discovery.
- 2. An archaeologist retained by the City will inspect the work site and determine the extent of the affected archeological resource within 48 hours of its discovery.



Construction work may then continue in the area outside the archeological resource as it is defined by the archaeologist in consultation with the SHPO.

3. Before work can resume in the area of any unanticipated discovery, the City must determine the NRHP eligibility of the archeological resource in consultation with the SHPO.
4. Upon a determination of eligibility, the City shall submit a plan for avoidance, protection, recovery of information, or destruction without data recovery to the SHPO for review and comment. The City will notify all consulting parties of the unanticipated discovery and provide the proposed treatment plan for their consideration. The SHPO and consulting parties will have seven (7) calendar days to provide comments on the proposed treatment plan upon receipt of the information. The City may implement the proposed treatment plan if SHPO fails to respond within the allotted timeframe.
5. Work in the affected area shall resume upon either:
  - a. The development and implementation of an appropriate data recovery plan, other recommended mitigation procedures, or agreement among the RE and the SHPO that the site does not warrant mitigation; or,
  - b. Agreement by SHPO and the City that the newly located archeological materials are not eligible for inclusion on the NRHP.

C. *Architectural Properties.* The City shall ensure that the following procedures are observed in the event that post-review effects to historic buildings, objects, structures, or districts are identified.

1. If it appears that an undertaking will affect a previously unidentified property that may be historic, or affect a known historic property in an unanticipated manner, the City shall ensure all work in the area of the discovery ceases and take all reasonable measures to avoid or minimize harm to the property until consultation regarding the discovery is concluded.
2. The City shall notify the SHPO of the discovery as soon as practicable. The notification shall include the City's evaluation of the property's NRHP eligibility (if previously unidentified), the City's determination of effects, and a plan to resolve adverse effects if applicable.
3. The City may resume project activities in the area of the discovery 1) if the SHPO concurs that the effects are not adverse or 2) upon implementation of the plan to resolve adverse effects.
4. If the SHPO does not respond within seven (7) calendar days of receipt of the City's notification, the City may either 1) resume project activities in the area of the

discovery if the City determines the effects are not adverse, or 2) implement actions to resolve adverse effects and then resume project activities.

## VII. DISPUTE RESOLUTION

- A. Should any signatory to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the City shall consult with such party to resolve the objection.
- B. If City determines that such objection cannot be resolved, then the City will:
  - 1. Forward all documentation relevant to the dispute, including the City's proposed resolution, to the ACHP. The ACHP shall provide the City with its advice on the resolution of the objection within fifteen (15) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, City shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and/or signatories and provide them with a copy of this written response. The city will then proceed according to its final decision.
  - 2. If the ACHP does not provide its advice regarding the dispute within the fifteen (15) day period, then the City may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the City shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories to the agreement and provide them and the ACHP with a copy of such written response.
  - 3. The responsibilities of the PA signatories to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

## VIII. AMENDMENT

- A. Any signatory to this programmatic agreement may request that any or all of its articles be amended subsequent to the programmatic agreement's execution, whereupon the other signatories will consult in accordance with 36 CFR Part 800.13, to consider such amendment. The City must notify the ACHP of its intent to amend the programmatic agreement and invite the ACHP's review and comment. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP. The City shall ensure that copies of the amended programmatic agreement are provided to all of the signatories.
- B. Revisions to the appendices shall not require notification of and review by the ACHP. However, the City shall ensure that the ACHP is provided file copies of finalized versions that reflect all revisions.

## IX. TERMINATION AND DURATION

- A. If any signatory to this agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII, above or other form of resolution. If within thirty (30) days resolution through amendment or other means cannot be reached, any signatory may terminate the agreement upon written notification to the other signatories.
- B. Once the agreement is terminated or becomes null and void, the review of undertakings enabled by 24 CFR part 58 programs shall follow the standard Section 106 process outlined in 36 CFR § 800 subpart B until the City executes a new agreement pursuant to 36 CFR § 800.14.
- C. This agreement will become void seven (7) years from the date of its execution. Prior to such time, the City may consult with the other signatories to reconsider the terms of the agreement and amend it in accordance with Stipulation VIII, above.

## X. MONITORING AND REPORTING

The City shall provide the SHPO with an annual report of activities of the previous calendar year by March 31 of the following year while this Agreement remains in effect. The report shall account for projects that are both excluded from and subject to SHPO review and will include individual project numbers and names including property address, level of historic property investigation, historic properties identified, and determinations of effect.

## XI. EXECUTION OF THE AGREEMENT

Execution of this agreement by the City, the SHPO, and the ACHP and the implementation of its terms evidences that the City has taken into account program effects on historic properties and has afforded the SHPO and ACHP an opportunity to comment.

**SIGNATORIES**

**Iowa Department of Economic Development (IDED)**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
CITY OFFICIAL, TITLE

**State Historic Preservation Office (SHPO)**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
Douglas W. Jones, Interim Deputy State Historic Preservation Officer

**Advisory Council on Historic Preservation (ACHP)**

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
John M. Fowler, Executive Director

**CONCURRING PARTIES**

## **APPENDIX A: UNDERTAKINGS NOT NORMALLY REQUIRING SHPO CONSULTATION**

In addition to projects and activities that are either exempt under HUD regulations (24 CFR Part 58.34) or may be categorically excluded as being not subject to review of the laws listed at 24 CFR Part 58.5 in accordance with 24 CFR Part 58.35(b), the signatories agree that the following types of activities do not have the potential to cause adverse effects on historic properties, assuming such historic properties are present, and therefore the City has no further obligations under Section 106 once appropriately documented with the HPS.

### **Section 1. Administrative Costs and Non –Brick and Mortar Financial Assistance**

- a. Economic development activities including equipment purchase, inventory financing, interest subsidy, operating expenses, and similar costs associated with construction or expansion of existing operations where physical improvements, if any, will be limited to those listed in Sections 2 and 3, below;
- b. Activities to assist homebuyers to purchase existing dwelling units or dwelling units under construction, including closing costs and down payments assistance, interest buydowns, interim mortgage assistance, and similar activities that result in the transfer of title where no change in use will occur and physical improvements, if any, will be limited to those listed in Sections 2 and 3, below;
- c. Building acquisition where physical improvements, if any, will be limited to those listed in Sections 2 and 3, below.

### **Section 2. Undertakings Involving Ground Disturbance**

#### **Non-Specific Activities**

If the project will **NOT** involve buildings, districts, objects, structures, defined sites, or cultural landscapes that are 50 years of age or older and not listed in or previously determined eligible for the NRHP in the Area of Potential Effects; there are no archaeological sites whose exact location or boundaries are unknown (i.e. triangle sites) within 1-mile of the APE; **AND** either of the following conditions is met, the SHPO does not need to review the project regardless of activity. Document how the project meets the qualifying criteria on an Excluded from SHPO Review Form.

#### **Qualifying Criteria:**

- a. The Area of Potential Effects (APE) was intensively surveyed after 1989, determined by the federal agency not to contain archaeological sites that are NRHP-listed, eligible, or unevaluated, and this finding was accepted by the Iowa SHPO. This requires consultation with Office of the State Archaeologist or *I-SitesPro* online databases and the I-Sites portal system maintained by the Iowa Department of Transportation to determine.
- b. The APE has been profoundly disturbed. *Profound disturbance* as it relates to the APE occurs when a past activity or activities have physically altered the *three-dimensional* APE of an undertaking *in its entirety* to the point where there is no potential for an archaeologically significant property to remain.

### **Specific Excluded Activities**

When the following ground disturbing activities are proposed for any project locations not meeting the Qualifying Criteria, they will be considered excluded from further review by the SHPO or ACHP, because the activities have limited potential to adversely affect historic properties (some exceptions noted in *italics* below):

- a. Photoscopic pictures of water and/or sewer pipe
- b. Re-lining of non-historic water and/or sewer pipe (i.e., polyvinyl, transite and other composite plastic pipe; clay pipe less than 24 inches in diameter, post-WPA pre-cast concrete pipe and boxes)
- c. Point repairs of water and/or sewer pipe
- d. Hydrant replacements
- e. Manhole cover replacements
- f. New/replacement service lines and related appurtenances involving boring or slit trenches up to one (1) foot in width and up to 100 feet in length, if no known NRHP listed, eligible, or unevaluated properties, including sites and historic districts, are within the APE and no triangle sites are within 1-mile of the APE
- g. Equipment replacement, purchase, removal, and/or installation
- h. Disturbances confined to the current footprint of an existing facility compound, such as water and/or sewer treatment plants, if no known NRHP listed, eligible, or unevaluated properties, including sites and historic districts, are within the APE and no triangle sites are within 1-mile of the APE
- i. Directional boring of utility lines without sending and receiving pits, if no known NRHP listed, eligible, or unevaluated properties, including sites and historic districts, are within the APE and no triangle sites are within 1-mile of the APE
- j. Connecting pits relating to directional boring for utility lines no bigger than 10 feet by 10 feet, if no known NRHP listed, eligible, or unevaluated properties, including sites and historic districts, are within the APE and no triangle sites are within 1-mile of the APE
- k. In-place replacement of non-historic water and/or sewer mains (i.e., polyvinyl, transite and other composite plastic pipe; clay pipe less than 24 inches in diameter, post-WPA pre-cast concrete pipe and boxes), if no known NRHP listed, eligible, or unevaluated properties, including sites and historic districts, are within or immediately adjacent to the APE and no triangle sites are within 1-mile of the APE
- l. In-place replacement of wells in existing well fields
- m. Test boring/well sites to determine soil suitability, if no recorded archeological sites are within or immediately adjacent to the APE
- n. Replacement in-place of concrete or asphalt sidewalks
- o. Replacement of water towers on the same parcel when that parcel is less than one (1) acre in size, if water tower to be demolished is less than 50 years old and the new tower is not more than a 10% increase in capacity or an increase of more than 20 feet in height as compared to the existing water tower

- p. Utility upgrades without land disturbance
- q. Parking lot rehabilitation or construction of less than one (1) acre in size, without the installation of storm drains or other related below-ground appurtenances located on row-cropped agricultural land or profoundly disturbed areas as defined above, provided that any ground disturbance activities will be confined to the plowzone, which generally extends 10 to 12 inches below the surface
- r. Replacement of overhead conductor cable and replacement in-place of existing utility poles.
- s. Resurfacing and/or rehabilitation of existing concrete or asphalt roads, drives, or entries where there will be no change in the existing horizontal and vertical alignment. *This does not apply to roads found eligible for listing on the NRHP.*
- t. Pavement widening and/or shoulder construction and the addition of auxiliary lanes, such as turn lanes or climbing lanes where there will be no change in the existing horizontal and vertical alignment of an existing right of way. *This does not apply to roads found eligible for listing on the NRHP.*
- u. Demolition of non-historic buildings when all activity is confined to the current footprint of the original construction, which includes a presumed builder's trench extending three (3) feet beyond the existing foundation/footing, and, when ground surface conditions are stable enough to support the weight and movement of heavy equipment on bare ground or on temporary mats without sinking into the ground, rutting the ground surface, or resulting in any form of earthmoving at the demolition site

### **Section 3. Undertakings Involving Architectural/Historical Resources**

#### **Non-Specific Excluded Activities**

If any of the following conditions are met, SHPO does not need to review the architectural portion of a project regardless of activity. Document how the project meets the qualifying criteria on an Excluded from SHPO Review Form.

#### **Qualifying Criteria:**

- a. The Project will involve a building of any type that is less than 50 years old and that is not listed in or previously determined eligible for the NRHP (individually or as a contributing component to a historic district).
- b. The Area of Potential Effect (APE) has been intensively field surveyed by a professional historian or architectural historian within the last 10 years, determined not to contain historic properties, and the finding was accepted by the Iowa SHPO.
- c. The APE was subject to a reconnaissance field survey conducted by a professional historian or architectural historian within the last 10 years and determined not to contain historic properties or properties needing additional evaluation, and the Iowa SHPO accepted the finding as part of formal consultation with any Federal Agency under Section 106.
- d. The Project will involve a building that has been reviewed by the SHPO within the last 10 years and found to be "not eligible" for listing on the NRHP. Please note this does not

include properties simply added to the Iowa Site Inventory within 10 years. The property must have been signed off as being “not eligible” by SHPO staff.

### **Specific Excluded Activities**

When the following activities are proposed for any architectural properties not meeting the Qualifying Criteria, they will be considered excluded from further review by the SHPO, because the activities have limited potential to adversely affect historic properties (some exceptions noted in *italics* below). Document how the project meets the qualifying criteria on an Excluded from SHPO Review Form.

#### **1. Exterior Rehabilitation**

- a. Caulking and weather stripping in a color complementary to the adjacent surfaces
- b. Scraping, extremely low-pressure (less than 100 psi) washing, and/or repainting of exterior cladding. *This does not apply to destructive surface preparation treatments such as water blasting, sand or other particle blasting, power sanding, or chemical cleaning. This does not apply to the application of non-breathable paint (elastomeric, vinyl, etc.)*
- c. Repair or in-kind replacement of windows (i.e., new windows will duplicate the material, dimensions, design, detailing, and operation of the extant or known historic windows; glazing will be clear, non-reflective, and without tint; window sashes will not be clad with aluminum or synthetic material), as follows (*this does not apply to the replacement of existing archaic, decorative, or architectural/structural glass*):
  - i. Repair, scrape, paint, and re-glaze existing windows.
  - ii. Repair or in-kind replacement of window sash, glass, and/or hardware, including jam tracks. Consideration should be given first to identifying ways to repair rather than replace damaged historic materials.
  - iii. Repair or in-kind replacement of damaged and non-operable transoms. Consideration should be given first to repair rather than replacement of damaged historic materials.
- d. Installation of storm windows and doors provided that they conform to the shape and size of the historic windows and doors. The meeting rail of storm windows must coincide with that of the existing sash. Color should complement trim; mill finish aluminum is not acceptable.
- e. Repair or in-kind replacement (i.e., the new features will duplicate the extant material, dimensions, and detailing) of the following features (*consideration should be given first to identifying ways to repair rather than replace damaged historic materials*):
  - i. Porches - railings, post/columns, brackets, cornices, steps, flooring, ceilings, and other decorative treatments.
  - ii. Roofs.
  - iii. Siding.
  - iv. Exterior architectural details and features.
  - v. Doors, including cellar/bulkhead doors.



- vi. Gutters and downspouts.
  - f. Repair or reconstruction of concrete/masonry walls, parapets, chimneys, or cornices, provided any new masonry or mortar matches the color, strength, composition, rake, and joint width of existing walls, and no power tools are used on historic materials. (*Work on historic masonry must follow the guidance provided in Preservation “Brief #2: Repointing Mortar Joints in Historic Masonry Buildings,” currently found online at <http://www.nps.gov/history/hps/tps/briefs/brief02.htm>.*)
  - g. Bracing and reinforcing of chimneys and fireplaces, provided the bracing and reinforcing are either concealed from exterior view or removable in the future.
  - h. Construction or replacement of wheelchair ramps, provided the ramps are on secondary façades and will not directly impact the material fabric of the building.
  - i. Installation of temporary wheelchair ramps on any façade.
  - j. Substantial repair or in-kind replacement of signs or awnings. *This does not apply to historic sign—painted, neon, or otherwise.*
2. Interior Rehabilitation
- a. Non-destructive or concealed testing for damage assessment or identification of hazardous materials (e.g., lead paint, asbestos, etc.).
  - b. Scraping and repainting of interior trim.
  - c. Plumbing repair/replacement, including pipes and fixtures when no structural alteration is involved. *This does not apply to historic fixtures, which must be repaired for this allowance to apply.*
  - d. HVAC system repair, replacement, and/or cleaning, including furnaces, pipes, ducts, radiators, or other HVAC units when no structural alteration or exposed new ductwork is involved. *This does not apply to historic fixtures, which must be repaired for this allowance to apply.*
  - e. Repair or replacement of electrical wiring, including switches and receptacles. *This Allowance does not apply to installing exposed wiring such as surface mounted wiring, conduits, piping, or to the installation of new systems where they will affect significant interior features.*
  - f. Repair or replacement of interior fire detection, fire suppression, or security alarm systems. *This Allowance does not apply to exposed systems such as surface mounted wiring, conduits, or piping where replacement will affect significant interior features.*
  - g. Restroom improvements for handicapped accessibility, provided the work is contained within existing restroom and significant interior materials and features (e.g., historic trim or architectural details) are not altered.
  - h. Repair or in-kind replacement of interior floors, walls, and ceilings. This applies to the repair of interior finishes, including plaster and wallboard, provided the repair is restricted to the damaged area and does not affect adjacent materials. *This does not apply to historic architectural finishes such as decorative plaster or plaster substrates or decorative materials such as wainscoting, murals, gold leaf, etc.*

- i. Installation of drywall over existing wall surface, provided no decorative plaster or other decorative features are covered and all historic trimwork is reinstalled.
  - j. Installation of insulation in ceilings, attic spaces, and crawl spaces. *This does not apply to the installation of urea formaldehyde foam insulation (A.K.A. “spray foam”) or any other insulation containing water.*
  - k. Installation of insulation in wall spaces, provided an appropriate interior vapor barrier or vapor barrier paint is used and historic exterior clapboards are removed and reinstalled carefully. *This does not apply to the installation of urea formaldehyde foam insulation (A.K.A. “spray foam”) or any other thermal wall insulation containing water.*
  - l. Repair or pouring of concrete cellar floor in an existing cellar.
  - m. Repair or replacement of cabinets and countertops. *Historic “built-in” cabinets must be repaired for this to apply.*
3. Site Improvements
- a. Repair or in-kind replacement of driveways, parking lots, and walkways, although consideration should be given first to repair rather than replacement of damaged historic materials whenever feasible.
  - b. Repair or in-kind replacement of non-historic landscaping and utilities, such as paving, planters, trellises, irrigation, and lighting.
  - c. Repair or in-kind replacement of fencing and other exterior retaining or freestanding walls, provided masonry and mortar matches the color, strength, composition, rake, and joint width of historic wall and no power tools are used on historic materials. (*Work on historic masonry must follow the guidance provided in Preservation “Brief #2: Repointing Mortar Joints in Historic Masonry Buildings,” currently found online at <http://www.nps.gov/history/hps/tps/briefs/brief02.htm>.*)

**APPENDIX B**  
**EXCLUDED FROM SHPO REVIEW, PROJECT DETERMINATION FORM**

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**Recipient Name:**  
**Recipient Address:**

**Contract Number:**

For information on this request, contact:

**Contact Name:**

**Contact Phone Number:**

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**Project Description:**

**Project Address (Street, City, Zip):**

**Project County:**

**Reason Project Activity is Exempt from SHPO Review** (reproduce reason from *Undertakings Not Normally Requiring SHPO Consultation*, which can be found in Appendix A of the programmatic agreement):

**Pictures: Take a before and after picture of the primary façade of any buildings directly impacted by rehabilitation activities. Attach them to this form.**

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**Applicant Certification:**

As the duly designated certifying official of the recipient, I also certify that: I am authorized to and do consent to assume the status of responsible federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.

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Signature and Title of the Certifying Officer of Applicant



December 4, 2012

Iowa State Historic Preservation Office  
Attention: Sarabeth Anderson  
600 East Locust  
Des Moines, Iowa, 50319

Dear Ms. Anderson:

At the November meeting, the Historic Preservation Commission for the City of Ames reviewed a draft of the Programmatic Agreement between the City of Ames, the Iowa State Historic Preservation Office, and the Advisory Council on Historic Preservation.

The Historic Preservation Commission expresses support of this draft agreement to streamline processes regarding housing rehabilitation and the usage of HUD funds. The agreement provides a plan for appropriate consideration/review of historic resources that might be involved while streamlining the process of rehabbing needed affordable housing for the citizens of Ames.

We urge you to approve this agreement so the City of Ames can move ahead with needed housing rehabilitation.

Respectfully submitted,

Sharon Wirth  
Chairperson  
Ames Historic Preservation Commission



director@preservationiowa.org - [www.preservationiowa.org](http://www.preservationiowa.org)

December 12, 2012

Mrs. Vanessa Baker-Latimer  
Housing Coordinator  
City of Ames Department of Planning and Housing  
515 Clark Ave.  
Ames, Iowa 50010

Re: City of Ames Programmatic Agreement with State Historic Preservation Office (SHPO)

Dear Mrs. Baker-Latimer;

We received the Draft Programmatic Agreement between the City of Ames, The State of Iowa Historic Preservation Office and the Advisory Council on Historic Preservation regarding HUD's Section 106 review process required for Community Development Block Grant funded programs.

Thank you for providing us with the opportunity to review and provide input. We support the document and the procedures outlined within it to help streamline the process of accessing Community Development Block Grant funds in meeting the needs of the community.

Sincerely,

*Vincent C. Lintz*

Executive Director  
Preservation Iowa

500 East Locust Street, Suite 500, Des Moines, IA 50309 - PO Box 42184, Urbandale IA 50323-3854 (mailing) - 515.490.3166

Preservation Iowa builds partnerships that enhance our economic  
and cultural future through the preservation of Iowa's historic resources.