

**MEMORANDUM OF AGREEMENT (HEREAFTER, “MOA”)
AMONG THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,
THE IOWA DEPARTMENT OF NATURAL RESOURCES,
THE IOWA STATE HISTORIC PRESERVATION OFFICE, AND
THE CITY OF HEDRICK, IOWA,
REGARDING THE
HEDRICK WATER TOWER DEMOLITION AND REPLACEMENT CONSTRUCTION**

WHEREAS, the U.S. Environmental Protection Agency (EPA), has authorized the Iowa Department of Natural Resources (IDNR) to administer the Drinking Water State Revolving Fund Loan Program (SRF), including being responsible for carrying out a portion of the requirements of Section 106 of the National Historic Preservation Act for loans issued under the Iowa SRF program as authorized within the EPA letter to Iowa SHPO dated November 17, 2022; and,

WHEREAS, the City of Hedrick (City) proposes to demolish the existing 50,000-gallon elevated water storage tank and replace it with a new 75,000-gallon elevated storage tank at a nearby site. The City has determined that Location A will be the site of the new elevated storage tank and Location B will be the staging site as seen on the site plan or map (Appendix A). Excavation limits for footers at the new elevated storage tank site depend on the soils but are estimated at 60-feet x 60-feet x 10-feet; approximately 550-feet of 8-inch trenched or directional bored water main, the trench is estimated at 5-feet wide x 5-feet deep. The existing water tower will be demolished and excavation may include five (5) 4-feet x 4-feet x 3-feet deep holes. The project area is a total of 2.8 acres with 0.4 acres of construction activity (Undertaking); and,

WHEREAS, the IDNR plans to fund the City using Project Number FS-54-22-DWSRF-026 to complete the Undertaking; and

WHEREAS, the IDNR has defined the Undertaking’s Area of Potential Effects (APE) as the location of the undertaking and existing 50,000-gallon elevated water storage tank, located in the northwest portion of Block 16 (annotated by the Keokuk County Assessor as N1/2 Lot 13) in the Original Plat of Hedrick, Iowa as shown in Appendix A; and,

WHEREAS, the IDNR has determined the Undertaking may have an adverse effect on the historic water tower, which is eligible for listing in the National Register of Historic Places under Criterion A and Criterion C at the local level as documented in the “Architectural/Historical Intensive Survey and Evaluation of the Hedrick Water Tower, June 2022” (Architectural Report”) and has consulted with the Iowa State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800, the regulations implementing Section 106 of the National Historic Preservation Act (NHPA) (54 U.S.C. §306108); and,

WHEREAS, SHPO concurred with the determination of Adverse Effect by response dated August 8, 2022; and,

WHEREAS, the IDNR has consulted with the City regarding the effects of the Undertaking on the historic property and has invited them to sign this MOA as an invited signatory; and,

WHEREAS, the City held a public information meeting on October 17, 2022 allowing the public and interested parties an opportunity to comment on the Undertaking in compliance with Section 106 of the NHPA and other laws; and

WHEREAS, no public comments were received regarding the adverse effect to the historic property; and,

WHEREAS, the EPA and IDNR respects the sovereignty of all federally recognized American Indian Tribes (Tribes) in consultation processes and recognizes their expertise in identifying and evaluating the religious and cultural significance of Indian tribal historic properties on and off Tribal lands; and,

WHEREAS, pursuant to 36 CFR § 800.3, the IDNR, on behalf of EPA, has contacted Tribes and other parties that may have an interest in the Undertaking and has invited their consultation on August 2, 2022 as documented in Appendix B; and,

WHEREAS, the Miami Tribe of Oklahoma accepted the invitation to serve as a consulting party to the proposed project; and,

WHEREAS, the EPA will lead any further consultation with the Miami Tribe of Oklahoma under its ongoing responsibility to maintain government-to-government relationships with Indian tribes, pursuant to 36 CFR § 800.2(c)(4); and

WHEREAS, the EPA approves this Agreement as evidenced by its signature page and agrees the MOA fulfills the applicable requirements under Section 106 of the NHPA;

WHEREAS, in accordance with 36 CFR §800.6(a)(1), the IDNR notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination with specified documentation submitted to the ACHP on August 19, 2022 and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii) in a letter dated October 31, 2022, included as Appendix C; and,

WHEREAS, identification of historic properties and assessment of adverse impacts were completed as outlined in Appendix D; and,

NOW, THEREFORE, the EPA, IDNR, the SHPO, and the City, agree that the Undertaking shall be implemented in accordance with this MOA subject the following stipulations in order to take into account the effect of the Undertaking on historic properties.

STIPULATIONS

The EPA, in coordination with IDNR, shall ensure that the following measures are implemented.

I. MITIGATION AND EVALUATION MEASURES

- A. The IDNR shall ensure that the following mitigation and evaluation measures are carried out and completed.
- B. The City shall complete mitigation and evaluation measures as follows:
 - i. A hard copy of the Architectural/Historical Intensive Survey and Evaluation June 2022 will be available at the Hedrick Public Library and the Architectural/Historical Intensive Survey and Evaluation June 2022 will be uploaded and available on the City's website at www.hedrickiowa.com
 - ii. A glass and wooden display cabinet will be placed in the Hedrick Community Center to be on display for a minimum of 10 years.
 - iii. An informational pamphlet will be created and located with the display cabinet for citizens to take with them. The pamphlet will also include locations where the Architectural/Historical Intensive Survey and Evaluation June 2022 can be viewed. Pamphlet will also be available to print from the City's website.
 - iv. The City clerk along with council will gather historical information from City Hall and library, using examples such as: newspaper articles, publications, citizen projects, etc. to be added to the display cabinet and used to create the informational pamphlets.
 - v. A photo timeline board with time specific information and facts about the water tower will be created and displayed in the display cabinet along with any historical artifacts that may be discovered.
 - vi. The City shall complete the above items by June 30, 2026

II. DURATION

- A. This MOA will be null and void if its terms are not carried out within 4 years from the date of its execution.
- B. Prior to such time, the City or other signatory may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with the stipulations under "Amendments" below.

III. POST REVIEW DISCOVERIES

- A. If properties are discovered that may be historically significant or unanticipated effects on historic properties found, the IDNR shall implement the discovery plan included as Appendix E of this MOA

IV. MONITORING AND REPORTING

- A. Every six months following the execution of this MOA until it expires, is amended to extend, or is terminated, the City shall provide all parties to this MOA a summary report detailing work undertaken to date and pursuant to its terms. The IDNR shall also prepare and provide all parties to this MOA a summary report within six months of this MOA's expiration, satisfaction, or termination. Such reports shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in the City's efforts to carry out the terms of this MOA.
- B. The IDNR must submit a copy of the signed MOA, along with the documentation specified in § 800.11(f), to the ACHP prior to any encumbrance of expenses related to the Undertaking in order to meet the requirements of Section 106 of the NHPA and 36 CFR § 800.6(b)(1)(iv), 24 CFR part 85, and OMB Circular A-87.

V. DISPUTE RESOLUTION

- A. Should any signatory or concurring party to this MOA object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, EPA shall consult with such party to resolve the objection.
- B. If the EPA determines that such objection cannot be resolved, the EPA will forward all documentation relevant to the dispute, including the EPA's proposed resolution, to the ACHP. EPA will seek the ACHP's advice on the resolution of the objection and provide ACHP a 30-day time period to respond after receiving adequate documentation.
- C. Prior to reaching a final decision on the dispute, the EPA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP (if any), signatories and concurring parties, and provide them with a copy of this written response. The EPA will make a final decision and proceed according to its final decision.
- D. The EPA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute shall remain unchanged by any final decision rendered by the EPA pursuant to this section.

VI. AMENDMENTS

- A. This MOA may be amended when such amendment is agreed to by all signatories in writing.

- B. The amendment will be effective on the date EPA files with ACHP a copy signed by all the signatories.

VII. TERMINATION

- A. If any signatory to this MOA 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 VI above. If within forty-five (45) days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.
- B. Once the MOA is terminated, and prior to work continuing on the Undertaking, and/or the dissemination of funds from Loan #FS-41-21-DWSRF-003, the EPA must either (a) execute an MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7. The EPA shall notify the signatories as to the course of action it will pursue.

VIII. LIMITATIONS

- A. As required by the Anti-deficiency Act, 31 U.S.C. § 1341, all commitments and intentions stated by the EPA in this MOA are subject to budget priorities and the availability of appropriated funds. Nothing in this MOA obligates the EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with EPA budget priorities. Any transaction involving transfers of funds between the Parties will be handled under separate written agreements and in accordance with applicable laws, regulations, Executive Orders, and procedures. If compliance with the Anti-Deficiency Act alters or impairs the EPA's ability to implement the stipulations of this agreement, the EPA will consult in accordance with the amendment and termination procedures found in this MOA.
- B. This MOA does not create any right or benefit enforceable against any of the Parties, or any other person, by persons who are not party to this MOA. This MOA does not direct or apply to any person outside of the Parties.
- C. This MOA is to take effect on the signature of all Parties and mailing of the MOA to the ACHP. No provision of this MOA limits rights, obligations, or authorities under the NHPA, other laws, or applicable Executive Orders.

- D. Execution of this MOA by the EPA, the IDNR, the SHPO, and the City, and implementation of its terms, is evidence that EPA and the IDNR have taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.
- E. The Undertaking, including the terms of this MOA, is subject to provisions of the Anti-Deficiency Act (31 U.S.C. 1341). The unavailability of funds shall not relieve the IDNR from fulfilling its legal obligations set forth by the NHPA.

IX. SIGNATORIES

- A. Execution of this MOA by the EPA, the IDNR, the SHPO, and the City and implementation of its terms is evidence that EPA has taken into account the effects of this Undertaking on historic properties and afforded the ACHP an opportunity to comment.
- B. Pursuant to 36 CFR § 800.6(c)(2), “invited signatories” who sign this MOA are signatories to this MOA and have the same rights with regard to seeking amendment or termination of the MOA as other signatories.

**MEMORANDUM OF AGREEMENT
AMONG THE UNITED STATES ENVIRONMENTAL PROTECTION AGENCY,
THE IOWA DEPARTMENT OF NATURAL RESOURCES,
THE IOWA STATE HISTORIC PRESERVATION OFFICE, AND
THE CITY OF HEDRICK, IOWA,
REGARDING THE
HEDRICK WATER TOWER DEMOLITION AND REPLACEMENT CONSTRUCTION**

SIGNATORY:

U.S. Environmental Protection Agency Region 7

**JEFFERY
ROBICHAUD**

Digitally signed by JEFFERY
ROBICHAUD
Date: 2023.02.01 07:31:11
-06'00'

Jeffrey Robichaud, Director Water Division

_____ Date

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REGARDING THE
HEDRICK WATER TOWER DEMOLITION AND REPLACEMENT CONSTRUCTION**

SIGNATORY:

Iowa State Historic Preservation Officer



Susan Kloewer, State Historic Preservation Officer

January 13, 2023

Date

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HEDRICK WATER TOWER DEMOLITION AND REPLACEMENT CONSTRUCTION**

SIGNATORY:

Iowa Department of Natural Resources



Digitally signed by Kayla
Lyon
Date: 2023.02.03 08:44:28
-06'00'

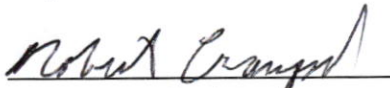
Kayla Lyon, Director

Date

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THE CITY OF HEDRICK, IOWA,
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HEDRICK WATER TOWER DEMOLITION AND REPLACEMENT CONSTRUCTION**

INVITED SIGNATORY:

City of Hedrick

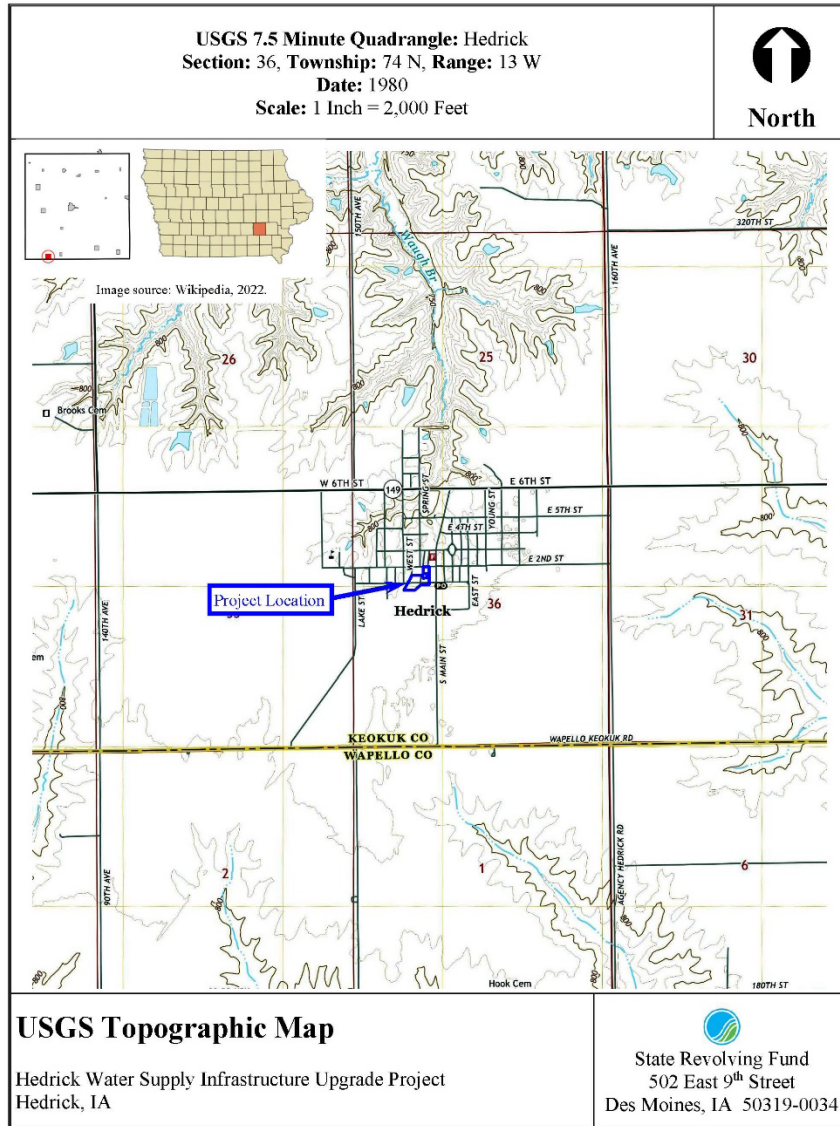

Robert Crawford, Mayor

1-13-2023
Date

Appendix A: Area of Potential Effects

The undertaking is the demolition of the existing 50,000-gallon elevated water storage tank with a new 75,000-gallon elevated storage tank at a nearby site. The applicant has determined that Option A will be the site of the new elevated storage tank and Option B will be the staging site as seen on the included site sketch. Excavation limits at the new elevated storage tank depend on the soils but are estimated at 60-feet x 60-feet x 10-feet; approximately 550-feet of 8-inch trenched or directional bored water main, the trench is estimated at 5-feet wide x 5-feet deep. The existing water tower will be demolished and excavation may include five (5) 4-feet x 4-feet x 3-feet deep holes. The project area is a total of 2.8 acres with 0.4 acres of construction activity.

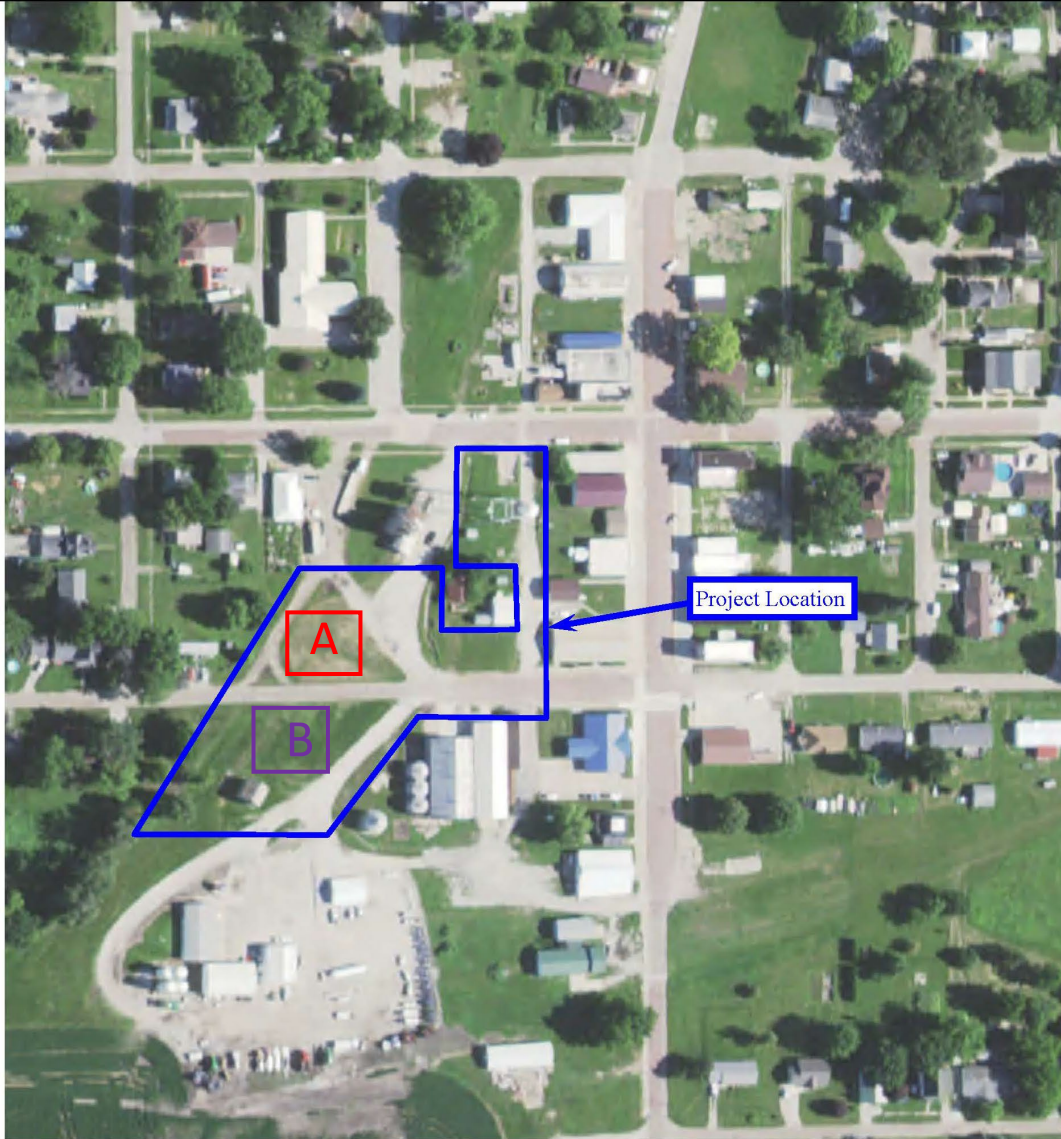
The area of potential effects is the location of the existing 50,000-gallon elevated water storage tank, located in the northwest portion of Block 16 (annotated by the Keokuk County Assessor as N1/2 Lot 13) in the Original Plat of Hedrick, Iowa



Location information provided by Garden & Associates, Ltd.



North



Aerial Photograph

Hedrick Water Supply Infrastructure Upgrade Project
Hedrick, IA



State Revolving Fund
502 East 9th Street
Des Moines, IA 50319-0034



Hedrick Water Tower, constructed in 1914

Appendix B: Notification Distribution List

OFFICE OF THE STATE ARCHAEOLOGIST
BIOARCHAEOLOGY DIRECTOR
UNIVERSITY OF IOWA
700 S CLINTON ST.
IOWA CITY, IA 52242

ADVISORY COUNCIL ON HISTORIC PRESERVATION
OFFICE OF FEDERAL AGENCY PROGRAMS
REID NELSON, DIRECTOR
401 F STREET NW, SUITE 308
WASHINGTON DC 20001-2637

STATE HISTORICAL PRESERVATION OFFICE
STATE HISTORICAL SOCIETY OF IOWA
600 E. LOCUST ST.
DES MOINES, IA 50319-0290

LANCE FOSTER
IOWA TRIBE OF KANSAS & NEBRASKA
3345 B THRASHER RD
WHITE CLOUD, KS 66094

BERNADETTE THOMAS
KICKAPOO TRIBE OF KANSAS
824 111TH DRIVE
HORTON, KS 66439

KENT COLLIER
KICKAPOO TRIBE OF OKLAHOMA
PO BOX 70
MCLLOUD, OK 74851-0070

THOMAS PARKER
OMAHA TRIBE OF NEBRASKA
PO BOX 368
MACY, NE 68039-0368

DR ANDREA HUNTER
OSAGE NATION
627 GRANDVIEW AVE
PAWHUSKA, OK 74056

OFFICE OF THE THPO
PONCA TRIBE OF INDIANS OF OKLAHOMA
20 WHITE EAGLE DR
PONCA CITY, OK 74601-8308

NOAH WHITE
PRAIRIE ISLAND INDIAN COMMUNITY
5636 STURGEON LAKE ROAD
WELCH, MN 55089-9635

CHRIS BOYD
SAC AND FOX NATION OF OKLAHOMA
920883 SOUTH HIGHWAY 99 BUILDING A
STROUD, OK 74079

DIANNE DESROSIERS
SISSETON-WAHPETON OYATE
12554 BIA HWY 711, PO BOX 907
SISSETON, SD 57262

OFFICE OF THE THPO
SPIRIT LAKE TRIBE
PO BOX 198
FORT TOTTEN, ND 58335

OFFICE OF THE THPO
THREE AFFILIATED TRIBES MANDAN HIDATSA &
ARIKARA NATIONS
404 FRONTAGE RD, MUSEUM
NEW TOWN, ND 58763

KELLI HUAPAPI
YANKTON SIOUX TRIBE
PO BOX 1153
WAGNER, SD 57380

GEORGE GARVIN
HO-CHUNK NATION
W9814 AIRPORT ROAD PO BOX 667
BLACK RIVER FALLS, WI 54615

LANA GRAVATT
YANKTON SIOUX TRIBE
PO BOX 248
MARTY, SD 57361-0248

TOM MCCAULEY
WHITE EARTH BAND OF THE MINNESTOA CHIPPEWA TRIBE
PO BOX 418
WHITE EARTH, MN 56594

DARRELL YOUPEE
ASSINIBOINE AND SIOUX TRIBES OF THE FORT PECK
INDIAN RESERVATION
PO BOX 1027
POPLAR, MT 592

OFFICE OF THE THPO
CITIZEN POTWATOMI NATION
1601 S GORDON COOPER DR
SHAWNEE, OK 74801

GARRIE KILLS-A-HUNDRED
FLANDREAU SANTEE SIOUX TRIBE
PO BOX 283
FLANDREAU, SD 57028

CANDACE PRESHALL
IOWA TRIBE OF OKLAHOMA
335588 E 750 RD
PERKINS, OK 74059

Appendix B: Notification Distribution List

CHEYANNE ST JOHN
LOWER SIOUX INDIAN COMMUNITY
69469 CO HWY 2
MORTON, MN 56270

DIANE HUNTER
MIAMI TRIBE OF OKLAHOMA
PO BOX 1326
MIAMI, OK 74355

DARREL KIHEGA
OTOE-MISSOURIA TRIBE OF INDIANS
8151 HWY 177
RED ROCK, OK 74651

MATT REED
PAWNEE NATION OF OKLAHOMA
657 HARRISON
PO BOX 470
PAWNEE, OK 74058

CHARLA ECHOHAWK
PEORIA TRIBE OF INDIANS OF OKLAHOMA
PO BOX 1527
MIAMI, OK 74355

STACY LARAVIE
PONCA TRIBE OF NEBRASKA
PO BOX 288
NIOBRARA, NE 68760

RAPHAEL WAHWASSUCK
PRAIRIE BAND POTAWATOMI NATION
16281 Q RD
MAYETTA, KS 66509

JONATHON BUFFALO
SAC AND FOX NATION OF MISSISSIPPI IN IOWA
349 MESKWAKI RD
TAMA, IA 52339

GARY BAHT
SAC AND FOX NATION OF MISSOURI
305 N MAIN ST
RESERVE, KS 66434

MISTY FRAZIER
SANTEE SIOUX NATION
425 FRAZIER AVE N STE 2
NIOBRARA, NE 68760

LEONARD WABASHA
SHAKOPEE MDEWAKANTON SIOUX COMMUNITY
2300 TIWAHE CR
SHAKOPEE, MN 55379

SAMANTHA ODEGARD
UPPER SIOUX COMMUNITY
PO BOX 147
GRANITE FALLS, MN 56241

SUNSHINE BEAR
WINNEBAGO TRIBE OF NEBRASKA
601 COLLEGE RD
WINNEBAGO, NE 68701

Appendix C: ACHP Response Letter



October 31, 2022

Ms. Karrie Darnell
Environmental Specialist, Senior
Water Quality Bureau – State Revolving Fund
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319

Ref: *Water Supply Infrastructure Upgrade
City of Hedrick, Keokuk County, Iowa
ACHP Project Number: 018671*

Dear Ms. Darnell:

On August 19, 2022, the Advisory Council on Historic Preservation (ACHP) received your notification and supporting documentation regarding the potential adverse effects of the referenced undertaking on a property or properties listed or eligible for listing in the National Register of Historic Places. In an email on August 22, 2022, the ACHP requested additional information on the undertaking to determine whether the 1990 *Nationwide Programmatic Agreement Among the Environmental Protection Agency, the Advisory Council on Historic Preservation, and the National Conference of State Historic Preservation Officers concerning Compliance with the National Historic Preservation Act EPA's State Water Pollution Control Revolving Fund Program (Nationwide PA)* applies. Upon determining that the Nationwide PA does not apply to this undertaking, the ACHP sent an email on September 1, 2022, to the EPA Region 7 notifying them of the misapplication of the Nationwide PA and requesting additional information so that we can determine whether our participation in the consultation to resolve adverse effects is warranted.

Staff of the Iowa Department of Natural Resources (IDNR) provided the additional information on the consultation and on October 7, 2022, EPA Region 7 copied the ACHP on a letter authorizing the IDNR to carry out a portion of the agency's Section 106 responsibilities pursuant to 36 CFR 800.2(c)(4). We responded to the EPA on October 18, 2022, with comments and requests for clarification on the letter. The regulations require EPA's participation in the continued consultation to resolve adverse effects from the undertaking and EPA's signature on any Section 106 agreement that results from the consultation. Although we are awaiting a response and will continue to coordinate with the EPA on the authorization, based upon the information you provided, we have concluded that Appendix A, *Criteria for Council Involvement in Reviewing Individual Section 106 Cases*, of our regulations, "Protection of Historic Properties" (36 CFR Part 800) implementing Section 106 of the National Historic Preservation Act, does not apply to this undertaking. Accordingly, we do not believe our participation in the consultation to resolve adverse effects is needed.

ADVISORY COUNCIL ON HISTORIC PRESERVATION
401 F Street NW, Suite 308 • Washington, DC 20001-2637
Phone: 202-517-0200 • Fax: 202-517-6381 • achp@achp.gov • www.achp.gov

Appendix C: ACHP Response Letter

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However, if we receive a request for participation from the State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer, affected Indian tribe, a consulting party, or other party, we may reconsider this decision. Should the undertaking's circumstances change, consulting parties cannot come to consensus, or you need further advisory assistance to conclude the consultation process, please contact us.

Pursuant to Section 800.6(b)(1)(iv), you will need to file the final Section 106 agreement document (Agreement), developed in consultation with the Iowa SHPO and any other consulting parties, and related documentation with the ACHP at the conclusion of the consultation process. The filing of the Agreement and supporting documentation with the ACHP is required in order to complete the requirements of Section 106 of the National Historic Preservation Act.

Thank you for providing us with your notification of adverse effect. If you have any questions or require our further assistance, please contact Ms. Rachael Mangum at (202) 517-0214 or by e-mail at rmangum@achp.gov and reference the ACHP Project Number above.

Sincerely,



Jaime Loichinger
Assistant Director
Office of Federal Agency Programs
Federal Permitting Licensing and Assistance Section

Phase I Archaeological Survey of the Proposed Hedrick Water System Improvement Project, Keokuk County, Iowa, June 29, 2022

- *A Phase I archaeological survey was conducted by the University of Iowa Office of the State Archaeologist at the location of the proposed Hedrick water system improvements, Keokuk County, Iowa. The field investigation was conducted on June 10, 2022. No artifacts or archaeological features were identified in the survey of the 2.8 ac parcel. No further archaeological investigation of the area surveyed prior to the proposed project activities is recommended.*

Hedrick Water Tower, City of Hedrick, Keokuk County, Iowa: Architectural/Historical Intensive Survey and Evaluation, June 2022

- *The Hedrick Water Tower is recommended by the current study as individually eligible for inclusion at the local level in the National Register of Historic Places under Criteria A (historical significance) and Criteria C (engineering significance).*

Due to the size of the studies used to identify the historic properties and assess the adverse impacts of the Undertaking to said properties (if any), they are incorporated by reference but have been omitted as a direct attachment to this MOA. The studies were made available to all signatories prior to the finalization of this agreement. The studies are available by contacting the IDNR's SRF program.

Appendix E: Post Review Inadvertent Discovery Plan

Inadvertent discoveries shall comply with applicable state notification standards, federal laws, 36 CFR Part 800.13 and the ACHP's Policy Statement Regarding Treatment of Burial Sites, Human Remains, or Funerary Objects (February 23, 2007). The City shall ensure that their contractors maintain a copy of the Post Review Inadvertent Discovery Plan (Plan) onsite for review.

1. If cultural materials are discovered by construction crew members or monitors that might indicate the presence of a past human activity or a cultural site that is of historic or ancient age (or 50 years old or older), all work, including vehicular traffic, must immediately stop within a 50-foot radius of the discovery.
2. If discoveries are made that contain burial sites or human remains, all work, including vehicular traffic, must immediately stop within a 100-foot radius of the discovery.
3. For all discoveries, work must also stop in the surrounding area where further historic properties, subsurface burial sites, or human remains can reasonably be expected to occur.
4. Stoppage of work for discoveries will be the responsibility of the City personnel making the discovery in coordination with other contracted workers at the discovery site and supervisors overseeing the on-site work, and in communication with the appropriate representative(s) of the Iowa DNR. During construction and development, personnel working on site will be directed, informed, and authorized by the City to protect discoveries following the procedures of this Agreement.
5. Within 24 hours of receiving notification of an inadvertent discovery, the Iowa DNR shall notify appropriate local authorities. The City will have the work site inspected to ensure that all work, including vehicular traffic, has ceased, and will protect the area of discovery from looting and vandalism.
6. Work may continue in other areas of the Undertaking where no historic properties, burial sites, or human remains are present. If the inadvertent discovery appears to be a consequence of illegal activity such as looting, the onsite personnel will contact the appropriate legal authorities immediately if the landowner has not already done so.
7. Work may not resume in the area of the discovery until a notice to proceed has been issued by the Iowa DNR. Iowa DNR will not issue the notice to proceed until it has been determined that the appropriate state and local protocols have been satisfied and SHPO has been consulted.
8. All archaeologists or other specialists, as appropriate, employed in response to inadvertent discoveries shall meet all of the Secretary of the Interior qualifications, meet the state requirements for treatment of burials (as appropriate), and have knowledge to assess the resources within the Undertaking's APE. The Iowa DNR will determine the NRHP eligibility of the archaeological resource in consultation with the Iowa SHPO and other stakeholders as necessary.

B. Treatment of Human Remains

1. In Iowa, upon discovery of human remains during construction, including bone or other remains suspected to be human, work shall immediately cease in the area. If there is uncertainty as to whether remains are human, the OSA Bioarcheology Program should be contacted to make the determination. The following steps are to be taken any time

Appendix E: Post Review Inadvertent Discovery Plan

human remains are unearthed, or other artifacts associated with mortuary features are found during Undertaking construction in Iowa.

- i. Appropriate steps shall be taken to secure the site. No additional ground disturbance shall occur within a 100-foot buffer zone around the remains. All elements exposed must be left in place. Officials with Iowa DNR, the OSA Bioarcheology Program (if not already notified), SHPO, and appropriate tribes will be notified within 24 hours via e-mail, fax, or telephone. Law enforcement officials and the State Medical Examiner (SME) must also be notified in accordance with Section 523I.316 of the Iowa Code. The SME will coordinate with OSA to conduct osteological and archaeological documentation and establish the antiquity, ancestry, and cultural affiliation as possible of the human remains. If ancestry or cultural affiliation cannot be determined, the remains would be considered culturally unidentifiable under NAGPRA (43 CFR Part 10.11) and therefore subject to reburial in consultation with the OSA Indian Advisory Council and the 26 tribes signing on to the SOI-approved *Process for Reburial of Culturally Unidentifiable Native American Human Remains and Associated Funerary Objects Originating from Iowa*.
 - ii. If the human remains are determined or appear to be ancient (i.e., older than 150 years) the OSA Bioarcheology Program shall have jurisdiction to ensure that the appropriate procedures in accordance with Chapters 263B and 716.5 of Iowa Code are observed. The Iowa Department of Public Health has authority and over human remains less than 150 years old per Iowa Code Chapters 113.34, 144.34, 523I.316, and 716.5.
 - iii. If determined to be ancient and of Native American ancestry, representatives of the Iowa DNR, OSA, SHPO and appropriate tribes and tribal nations will confer at the site, as is necessary, to examine the discovery, determine the likely Undertaking impacts if left in place, and determine the most appropriate avoidance, minimization, or mitigation measure(s) for dealing with the discovery.
 - iv. If determined to be ancient and of European American ancestry, representatives of the Iowa DNR, OSA, SHPO, and identifiable descendant community (ies) will confer and determine appropriate measures for avoidance, minimization, or mitigation.
 - v. If determined to be less than 150 years in age and of Native American ancestry but not of medico-legal significance, the SME will be requested to confer with the Iowa DNR, OSA, SHPO, and appropriate tribes concerning compliance with NAGPRA and other applicable state and federal laws.
2. At all times, human remains must be treated with the utmost dignity and respect, and in the manner consistent with the ACHP's Policy Statement on the Treatment of Human Remains, Burial Sites and Funerary Objects (February 23, 2007)
- C. The City shall ensure that the requirements of this Appendix are incorporated into all construction contracts and are in keeping with confidentiality restrictions.