

**PROGRAMMATIC AGREEMENT
AMONG THE FEDERAL HIGHWAY ADMINISTRATION,
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE FLORIDA DIVISION OF HISTORICAL RESOURCES, STATE HISTORIC
PRESERVATION OFFICER, AND THE FLORIDA DEPARTMENT OF
TRANSPORTATION REGARDING IMPLEMENTATION OF
THE FEDERAL-AID HIGHWAY PROGRAM IN FLORIDA**

WHEREAS, the Federal Highway Administration (FHWA) implements the Federal-Aid Highway Program (Program) in the State of Florida authorized by *Title 23 U.S.C. § 101 et seq.*, by funding and approving State and locally sponsored transportation projects; and

WHEREAS, the Florida Division Administrator (Administrator) for FHWA is the “Agency Official” responsible for compliance with Section 106 of the National Historic Preservation Act (NHPA) of 1966, as amended, *54 U.S.C. § 300101 et seq.*, and implementing regulations under *36 C.F.R. Part 800*; and

WHEREAS, the State of Florida, Department of Transportation (FDOT) administers Federal aid highway projects throughout Florida as authorized by *Title 23 U.S.C. § 101 et seq.*; and

WHEREAS, the Director of the Florida Division of Historical Resources (FDHR) serves Florida State Historic Preservation Officer (SHPO) and is responsible under Chapter 267, Florida Statutes (F.S.) (Florida Historical Resources Act), Sections 106 and 110 of the NHPA, and *36 C.F.R. Part 800* to advise, assist, review, and consult with State and Federal agencies as they carry out their historic preservation responsibilities; and

WHEREAS, FHWA has determined that certain transportation projects constitute “undertakings” as defined in *36 C.F.R. § 800.16(y)* which may have an effect upon properties included in or eligible for inclusion in the National Register of Historic Places (NRHP), hereafter referred to as historic properties, and has consulted with the SHPO and the Advisory Council on Historic Preservation (ACHP) pursuant to *36 C.F.R. § 800.14(b)*; and

WHEREAS, FHWA, as a federal agency, has a unique legal relationship with Indian tribes as set forth in the Constitution of the United States, treaties, statutes, executive orders, and court decisions, and while an Indian tribe may agree to work directly with FDOT as part of the *36 C.F.R. Part 800* compliance process, the FHWA remains legally responsible for government-to-government consultation with Indian tribes and therefore, FDOT consultations with federally recognized tribes shall be conducted through the FHWA; and

WHEREAS, FHWA provided the federally recognized Indian tribes (Tribes) that may ascribe traditional cultural and religious significance to historic properties in Florida a copy of this Programmatic Agreement (Agreement) via letter (electronic and paper mail correspondence) for their review and comment, and has taken any comments received into account prior to finalizing this Agreement; and

WHEREAS, FHWA has notified the public and other interested parties of this Agreement via a public notice announcement and notification to the press from the FDOT web site and social media, requesting their comments, and has taken any comments received into account; and

WHEREAS, 36 C.F.R. § 800.14(b) permits Federal Agencies to fulfill their obligations under Section 106 of the NHPA through the development and implementation of programmatic agreements; and

WHEREAS, the FHWA, FDOT, and SHPO have executed a *Funding Agreement Continuing the Efficient Transportation Decision Making Process in Florida*, hereafter referred to as the Funding Agreement (FA) to ensure streamlined reviews and consultation processes for the inclusion of historic preservation considerations in the development of transportation undertakings in Florida by providing financial assistance for additional personnel, support, and equipment at the FDHR to support FHWA and FDOT in the review process; and

WHEREAS, the project review specialists at the FDHR provided for under the FA meet or exceed the *Secretary of the Interior's Professional Qualifications Standards (36 C.F.R. Part 61, Appendix A and 48 FR 44716, September 29, 1983)* and possess an understanding of Florida's historic preservation programs and processes; and

WHEREAS, the FHWA, FDOT, SHPO, and ACHP executed the *Florida State Historic Preservation Officer (SHPO) and Advisory Council on Historic Preservation (ACHP) Agency Operating Agreement (AOA) August 15, 2003*, hereafter referred to as the AOA which provides programmatic provisions establishing flexible levels of historic resources survey and evaluation as well as consultation and coordination efforts; and

WHEREAS, the programmatic provisions contained in the AOA have been incorporated into this Agreement and will be removed from the AOA once this Agreement takes effect; and

WHEREAS, FDOT has participated in the consultation and has been invited to be a signatory to this Agreement;

NOW, THEREFORE, the FHWA, ACHP, SHPO, and FDOT (collectively referred to as Signatories) hereby agree that the Program in the State of Florida will be administered according to the following stipulations in order to satisfy FHWA's Section 106 responsibilities set forth in 36 C.F.R. Part 800 and to integrate historic resources protection responsibilities with other responsibilities under Federal and State statutes, regulations, Executive Orders, policies, and procedures.

STIPULATIONS

FHWA, in partnership with FDOT, shall ensure that the following measures are carried out:

I. Definitions

For purposes of this Agreement, the definitions for terms appearing in 36 C.F.R. §800.16 (a) through (z) shall apply, as well as the definition for "historic resource" set forth in Section 267.021(3), F.S., as meaning:

... any prehistoric or historic district, site, building, object, or other real or personal property of historical, architectural, or archaeological value, and folk life resources. These properties or resources may include, but are not limited to, monuments, memorials, Indian habitations, ceremonial sites, abandoned settlements, sunken or abandoned ships, engineering works, treasure trove, artifacts, or other objects with intrinsic historical or archaeological value, or any part thereof, relating to the history, government, and culture of the state.

For the purpose of this Agreement, the term "historic resource" is not synonymous with "historic property;" the latter is used as meaning an historic resource included in or eligible for inclusion in the NRHP.

II. Applicability

This Agreement shall apply to all FHWA undertakings administered under the Federal-Aid Highway Program in Florida. The objective of this Agreement is to increase the efficiency of the FHWA and FDOT reviews of individual undertakings that may affect historic properties and to establish the process by which FDOT, FHWA, the ACHP, the SHPO, and other consulting parties will be involved in any such review.

III. Responsibilities and General Requirements of the FDOT

A. Delegation of Authority. Through the execution of this Agreement, FHWA delegates to FDOT certain decision-making tasks under the Section 106 process for the Federal-Aid Highway Program in Florida. In compliance with its responsibilities under the NHPA for all Program undertakings, FHWA will ensure that FDOT observes the general requirements outlined in this Agreement. Delegation of these responsibilities may not be transferred to any other party or agency by FDOT. FDOT will inform FHWA of all official correspondences, consultations, and findings related to the delegated tasks by copying FHWA on these formal correspondences and decisions carried out on FHWA's behalf by FDOT. FHWA retains the ultimate responsibility for ensuring compliance with Section 106 of the NHPA. FHWA delegates the following tasks to FDOT and authorizes FDOT to consult with the SHPO and other consulting parties on their behalf for the following:

1. Establish whether there is an undertaking with the potential to affect historic properties;
2. Identify the consulting parties for each undertaking;
3. Inform FHWA when there are historic resources that may be of cultural and religious significance to the Tribes;
4. Seek public comment for individual project actions, and conduct public involvement activities;
5. Establish the Area of Potential Effect (APE) of an undertaking in coordination with SHPO/Tribal Historic Preservation Officer (THPO);

6. Determine the appropriate level of effort through the project internal review and screening process, and in accordance with the AOA and the provisions of this Agreement;
7. Identify historic resources located within the project APE in coordination with SHPO/THPO, other consulting parties, and Tribes;
8. Evaluate the NRHP eligibility of all historic resources identified within the project APE, in coordination with SHPO/THPO;
9. Apply the Criteria of Adverse Effect on historic properties as per *36 C.F.R. § 800.5* in coordination with SHPO/THPO, Tribes, and other consulting parties;
10. Initiate consultation on the resolution of adverse effects as per *36 C.F.R. § 800.6* with FHWA and appropriate consulting parties exclusive of the Tribes;
11. Consult, as appropriate, regarding the determination of the project APE, the evaluation of NRHP eligibility, and the effects of a Program undertaking on historic properties;
12. Coordinate Section 106 review with other relevant project reviews, such as the National Environmental Policy Act; and
13. Document individual undertakings and maintain a record of all project reviews carried out pursuant to this Agreement.

B. Professional Qualification Standards. All actions prescribed in this Agreement that involve the identification, evaluation, assessment of effects, treatment, monitoring, or disposition of historic properties and resources, or that involve the reporting or documentation of such actions, shall be carried out by or under the direct supervision of a person or persons meeting the *Secretary of the Interior's Professional Qualifications Standards (36 C.F.R. Part 61, Appendix A and 48 FR 44716)* in the fields of History, Archaeology, and Architectural History. Consultants working on projects on behalf of FHWA and FDOT must also meet these standards. FHWA acknowledges that in accordance with *36 C.F.R. § 800.4(C)(1)*, the tribes possess special expertise in assessing the eligibility of historic properties that may possess religious and cultural significance.

C. FDOT Organization. FDOT's State Environmental Management Office (SEMO) establishes and oversees overall policy and procedures for the identification, evaluation, assessment of effects, treatment, monitoring, or disposition of historic properties and resources with regard to transportation projects. The FDOT Districts implement these policies and procedures and ensure that individual undertakings and associated documentation meet applicable Federal and State laws, regulations, and standards and, as applicable, tribal laws and standards. When utilizing professional cultural resources consultants, FDOT District environmental staff shall oversee the services performed by the consultants pursuant to this Agreement, including the official consultations with the professional staff at the FDHR. SEMO shall retain professional staff to:

1. Oversee the implementation of this Agreement;
2. Coordinate and consult with the SHPO and FHWA to manage the state-wide training program for FDOT, FHWA, SHPO, and others, as appropriate, in the

areas of cultural and historic resources management associated with FDOT programs and projects; and

3. Assist FHWA, FDOT Districts, SHPO, and other consulting parties in fulfilling the requirements of historic preservation law pursuant to this Agreement.

- D. Training.** To ensure the consistent quality and successful delivery of the terms of this Agreement, within one (1) year of the implementation of this Agreement, and every second year thereafter, SEMO shall coordinate with SHPO and FHWA to provide Section 106/Cultural Resources Management (CRM) training opportunities. This training opportunity will be provided to select staff members of FDOT, FHWA, and other agencies, entities, and individuals, as appropriate.
- E. FDOT Procedures and Guidance.** FDOT shall maintain policies and procedures conforming to the requirements of *36 C.F.R. Part 800*. Within one (1) year of the implementation of this Agreement, FDOT shall revise Part 2, Chapter 12 (Archaeological and Historical Resources) of FDOT's *Project Development and Environment (PD&E) Manual* and in the *CRM Handbook* to be consistent with *36 C.F.R. Part 800* and the stipulations in this Agreement. The SHPO and ACHP will be given the opportunity to review these documents prior to document finalization. FDOT will provide copies to the ACHP and the SHPO and the documents will be available to the public and all other interested parties on the FDOT website or by request. All work carried out under this Agreement will be conducted in accordance with the procedures, policies, and standards set forth in the NHPA of 1966, as amended, *36 C.F.R. Part 800*, other related state and federal legislation (such as the Archaeological Resources Protection Act (ARPA), of 1979, as amended (*16 U.S.C. §470aa-470mm; Public Law 96-9*) and the Florida Historical Resources Act (*Chapter 267, F.S.*) and Part 2, Chapter 12 of the *PD&E Manual*.
- F. Performance Evaluation.** Pursuant to this Agreement, FDOT, in consultation with FHWA and the SHPO, will establish performance measures for evaluating the effectiveness and efficiency of the FDOT's CRM program and Section 106 compliance efforts in association with this Agreement. SEMO will assist the FDOT Districts in establishing Quality Control (QC) programs for Section 106 compliance and will complete periodic Quality Assurance (QA) reviews of the state-wide program per established schedule. The findings of these QA reviews will be utilized to identify program improvements, areas of high risk, and best practices and will be made available to the ACHP.
- G. Identification of Consulting Parties.** For individual undertakings, as early as possible in the Section 106 process and in accordance with *36 C.F.R. § 800.2(c)* and *800.3(f)*, FDOT shall identify local governments and other parties with a demonstrated interest in the project's effects on historic properties to participate in consultation. FDOT shall send to all potential consulting parties a letter that includes the project description, a discussion of efforts to identify historic properties, and an invitation to participate in the Section 106 process. Parties who provide a written response indicating a demonstrated interest in the project shall be included as official consulting parties.

Initiation of consultation with federally recognized Tribes will be undertaken by FHWA, as provided in Stipulations IV.A.3 and IV.B of this Agreement.

- H. Public Involvement.** On behalf of FHWA, FDOT shall seek and consider the views of the public in a manner that remains consistent with *36 C.F.R. § 800.8* through opportunities afforded by the normal FDOT project development process and under the National Environmental Policy Act (NEPA) of 1969, as amended. FDOT, in consultation with the SHPO, will identify any additional public involvement opportunities which may be warranted to identify and resolve project effects on historic properties, as set forth in *36 C.F.R. Part 800* and the FDOT *PD&E Manual*, Part 1, Chapter 11 (Public Involvement), and Part 2, Chapter 12 (Archaeological and Historical Resources).
- I. Documentation.** All findings and determinations made under this Agreement will be documented in accordance with *36 C.F.R. § 800.11*, and Part 2, Chapter 12 of FDOT's *PD&E Manual*, FDOT's *CRM Handbook*, the FDHR's *Cultural Resource Management Standards and Operational Manual* (2003), and the specifications set forth in Chapter 1A-46, *Florida Administrative Code (FAC)*. The level of documentation will be determined by the nature and complexity of the undertaking and the magnitude of effects to historic properties. FDOT and its consultants shall complete the appropriate Florida Master Site File (FMSF) forms to record historic resources. Documents prepared by consultants in support of FDOT shall be submitted to FDOT for review and approval. FDOT shall submit all documentation to FHWA, SHPO and the consulting parties, as appropriate; consultants shall not transmit findings directly to FHWA or SHPO. All documents prepared under this Agreement shall be kept on file at FDOT.
- J. Coordination with SHPO.** All FHWA and FDOT requests requiring a response from SHPO shall be submitted in writing. Pursuant to *36 C.F.R. § 800.4*, SHPO has thirty (30) calendar days from receipt of the complete submittal to review all requests. If the SHPO does not respond within thirty (30) calendar days, FDOT may assume the SHPO has no comments and proceed to the next step in the process. Depending on the scale of the project(s), FDOT and SHPO may negotiate an extended time frame for the SHPO review. When SHPO requests additional information that will assist in completing review of eligibility and effects, and FDOT has provided that information in a timely manner, SHPO shall complete their review within the original thirty (30) day period. When this is not possible, FDOT and SHPO may negotiate a revised review time frame.
- K. Coordination with Other Federal Agencies.** FDOT will notify FHWA when other Federal agencies are involved in any undertaking for which FHWA is the lead federal agency. FDOT, on behalf of FHWA, will consult and coordinate its Section 106 activities with other Federal agencies that have regulatory or land management interest in the undertaking. If FDOT coordination cannot establish FHWA as the lead Federal agency for the undertaking, FDOT will inform FHWA and request their assistance in resolving the issue.

IV. Responsibilities of FHWA

- A. FHWA retains its responsibility for complying with Section 106 of the NHPA and *36 C.F.R. Part 800*, and will continue to directly administer the following actions which **are not delegated** to FDOT. As requested by FHWA, FDOT may assist FHWA with these tasks:
1. Consultations to develop phased identification methodologies for projects in accordance with *36 C.F.R. § 800.4(b)(2)*;
 2. Determinations to undertake archaeological research and fieldwork beyond standard systematic subsurface testing and surface examination for the presence or absence of cultural materials;
 3. Initiation of consultation with federally recognized Tribes in accordance with the Federal requirements for government-to-government consultation and Stipulation IV.B;
 4. Official notifications to the ACHP regarding adverse effects to historic properties;
 5. Consultations with, and notifications to the National Park Service (NPS) for projects involving National Historic Landmarks (NHLs), in accordance with *36 C.F.R. § 800.10*;
 6. Consultations to resolve disputes related to compliance with *36 C.F.R. Part 800* regardless of the nature of the dispute; for example, designation of the APE, identification of appropriate consulting parties, determinations of eligibility, and effects determinations;
 7. Consultations to resolve adverse effects under *36 C.F.R. § 800.6*;
 8. Development of Memoranda of Agreement (MOAs) and Programmatic Agreements (PAs); and
 9. Consultations and findings under Section 4(f) of the U.S. Department of Transportation Act of 1966, as amended, and any other concurrent Federal laws applicable to the project and/or the properties involved.
- B. FHWA remains responsible for consultations with all federally recognized Tribes, and specifically retains its government-to-government relationship with the Tribes, in accordance with Executive Order 13175. FHWA will initiate consultation with the Tribes, and, as appropriate, will inform FDOT of tribal concerns and opinions in order to ensure the opportunity to consider these concerns in the project development and Section 106 compliance processes. Should a tribe indicate that they do not want FHWA to share sensitive tribal religious or cultural information concerning the site with FDOT or other parties, FHWA will work with FDOT and the appropriate tribal authorities to ensure the consideration of potential effects to such sites in project development and delivery without revealing locational or other sensitive information concerning the site. As a matter of policy and of legal compliance, archaeological site locations and information are exempt from the Florida's open government, or Sunshine laws as set forth in the Florida Constitution under Article I, § 24(c) and § 267.135 of the Florida Statutes. In addition, § 304(c) of the NHPA and *36 C.F.R. § 800.11* requires the lead federal agency to consult with the ACHP in cases where information on sensitive site data may need to be withheld.

C. **Retraction of Delegation of Authority.** FHWA may rescind the delegated authorities provided by this Agreement in whole or in part on either a state-wide or district basis as set forth in Stipulation XII H. of this agreement if FHWA determines it needs to resume direct FHWA participation in order to assure meeting its obligations under Sections 106 and 110 of the NHPA. In such cases, FHWA will notify SEMO, the appropriate FDOT District(s), ACHP and the SHPO that it intends to resume direct FHWA authority of the tasks set forth in Stipulation III.A, as well as other delegated responsibilities outlined in this Agreement. This notification shall consist of an official letter, signed by the FHWA Division Administrator and the Agreement will be amended appropriately.

V. **Review of Minor Projects with No Potential to Affect Historic Properties**

A. In accordance with the AOA, due to their nature and definition, the minor project types listed in **Exhibit 1** have no potential to cause effects to historic properties, provided that the following conditions are met:

1. The activity is a stand-alone project;
2. The activity does not occur on tribal lands;
3. The activity does not include and is not located in or adjacent to any historic resources of 50 years of age or older; nor listed on the NRHP; nor is it a NHL;
4. The project must be limited to one of the activities specified in **Exhibit 1**; and
5. The SHPO and FHWA have been notified of the finding of no potential to affect historic properties and the rationale for the finding, and have not objected to the finding within thirty (30) days of its receipt of the notification.

B. FDOT will conduct an internal review to identify the minor project activities with no potential to cause effects, and will document each in the respective project file referencing this stipulation of the Agreement. These minor projects will be listed in the Annual Report, pursuant to Stipulation XII.D of this Agreement.

C. Any signatory to this Agreement may request a revision to **Exhibit 1**. This request must be submitted in writing to all signatories of this Agreement. Revisions to **Exhibit 1** will go into effect upon the written agreement of the signatories to this Agreement. Such signed revisions will be appended to this agreement and incorporated into the guidance and direction provided in Part 2, Chapter 12 of the *PD&E Manual* and the *CRM Handbook*.

VI. **Review of Minor Projects Considered Unlikely to Affect Historic Properties**

A. In accordance with the AOA, due to their nature and definition, certain minor project activities are unlikely to cause effects to historic properties. These activities, listed in **Exhibit 2**, will be subject to an internal review process comprised of a desktop evaluation and/or field review by FDOT District Environmental staff and their consultants. These minor projects will have no potential to affect historic properties provided the following conditions are met:

1. The activity is a stand-alone project;
 2. The activity does not occur on tribal lands;
 3. The activity is limited to one of the activities specified in **Exhibits 1 and 2**;
 4. The desktop analysis and/or field review efforts discussed below result in the identification of no historic resources within the project APE; and
 5. The SHPO and FHWA have been notified of the finding of No Historic Properties Affected and the rationale for the finding, and have not objected to the finding within thirty (30) days of its receipt of this notification.
- B.** The review of minor project types considered unlikely to affect historic properties will be made by FDOT staff and/or their consultants who meet the *Secretary of the Interior's Professional Qualifications Standards* for historians, archaeologists, architectural historians and other professionals.
- C.** In conducting their desktop review, FDOT staff and/or their consultants will use, to the extent possible and as appropriate, the FDHR's digital database of survey and site file records; the Florida Geographic Data Library (FGDL) available through the Efficient Transportation Decision Making (ETDM) Environmental Screening Tool (EST) or other Geographic Information System (GIS) tools; county property appraiser records; and other relevant research materials as appropriate.
- D.** The field review will conform to the standards for a reconnaissance-level survey specified in the *CRM Handbook*. The objective of the field review will be to assess the likelihood for the occurrence of previously unidentified historic resources within the project APE.
- E.** A list of the minor projects reviewed under Stipulation VI of this Agreement, along with the findings for these projects, shall be included in the Annual Report.
- F.** If historic resources are located within the project APE, the project must be reviewed in accordance with Stipulation VII.
- G.** In the future, the signatories may identify other mutually agreed classes of activities that do not require historical significance evaluations and effects consultations with the SHPO. Revision to **Exhibit 2** will go into effect upon the written agreement of the signatories to this Agreement. Such signed revisions will be appended to this agreement incorporated into the guidance and direction provided in Part 2, Chapter 12 of the *PD&E Manual* and the *CRM Handbook*.

VII. Standard Review for Program Undertakings

- A. General Requirements.** For FHWA Program undertakings that are not reviewed pursuant to Stipulations V and VI of this Agreement, FDOT will carry out the following Section 106 requirements in accordance with *36 C.F.R. § 800.3 through 800.6*, and in conformity with Part 2, Chapter 12 of the *PD&E Manual* and the *CRM Handbook*.

FDOT will ensure that all findings, determinations and agreements are documented in accordance with 36 C.F.R. § 800.11, and are consistent with all applicable standards and guidelines promulgated by the FDOT and the FDHR. If at any point in the Section 106 process an objection or dispute arises, dispute resolution will proceed according to Stipulation XII A. of this Agreement.

B. Programmatic Exemptions to Section 106 Review. Under the terms of Stipulation VII of this Agreement, two programmatic exemptions apply to all Program undertakings:

1. Interstate Highway Exemption. The ACHP's "Exemption Regarding Historic Preservation Review Process for Effects to the Interstate Highway System" (effective March 10, 2005) relieves FHWA, and therefore FDOT, from the Section 106 requirement of taking into account the effects of their undertakings on the Interstate Highway System. The Section 106 exemption removed the majority of the Interstate Highway System from being considered as a historic property under Section 106 of the NHPA.

a. In the State of Florida, four (4) exceptionally significant elements of the Interstate Highway System are excluded from the Exemption ("Final List of Nationally and Exceptionally Significant Features of the Federal Interstate Highway System," *Federal Register*, December 19, 2006). When Program undertakings have the potential to affect these properties, the Section 106 review process is required. The exclusions to the exemption are:

Bob Graham/Sunshine Skyway Bridge, Pinellas and Hillsborough Counties

Alligator Alley, Collier and Broward Counties

I-75 Snake Wall, Alachua County

Myrtle Avenue Overpass, Downtown Jacksonville

b. For all other elements of the Interstate Highway System, FHWA, and therefore FDOT, will not carry out Section 106 consultation.

c. Any non-Interstate System historic properties that may be affected by an undertaking will still be considered under Section 106.

2. Common Post-1945 Concrete and Steel Bridges. The ACHP's Program Comment (issued November 2, 2012) relieves FHWA from the requirement under Section 106 of the NHPA to consider the effects of its undertakings on common bridges and culverts constructed of concrete or steel after 1945. Under the Program Comment, with limited exceptions, FDOT will not individually consider the effects of undertakings on common post-1945 bridges and culverts.

- a. In the State of Florida, nineteen (19) exceptional post-1945 bridges are excluded from the Program Comment. These bridges, listed in **Exhibit 3**, will require review pursuant to Section 106.
- b. Other than for the common bridge(s) itself, FHWA will complete Section 106 review for its undertakings, including the identification of historic properties and consideration of effects of such undertakings, on historic properties.

C. Initiating the Section 106 Process. During the earliest stages of project development, FDOT will carry out the requirements of *36 C.F.R. § 800.3* consisting of the following activities:

1. Establish that the action is an undertaking as defined in *36 C.F.R. § 800.3(a)* and *800.16(y)*;
2. Identify, invite and document all consulting parties including the SHPO, other interested parties, representatives of the local government as appropriate. Initiation of consultation with federally recognized Tribes will be undertaken by FHWA, in accordance with Stipulation IV A. and IV B.; and
3. As appropriate, FDOT will use the NEPA process to involve the public, pursuant to *36 C.F.R. § 800.8* and in accordance with Part 1, Chapter 11 of FDOT's *PD&E Manual*.

D. Identification and Evaluation. FDOT, in consultation with SHPO and with the assistance of the consulting parties, will carry out and document the following activities, in accordance with *36 C.F.R. § 800.4* and in conformity with Chapters 5 and 6 of the *CRM Handbook*:

1. Establish the project APE, as defined in *36 C.F.R. § 800.16(d)*. In conformity with the standards and guidelines contained in the *CRM Handbook*, different APEs may be established for archaeological and historical (built or above ground) resources, since the latter are more likely to be subject to indirect as well as direct effects. Whenever an undertaking is revised, FDOT will determine if the changes require modifying the APE.
2. Determine the scope of identification efforts. For large or complex projects, a phased approach may be appropriate in accordance with *36 C.F.R. § 800.4(b)(2)*.
3. Conduct the appropriate level of research and field survey to determine the presence or absence of historic properties within the APE. This work will be completed under the direction and supervision of individuals that meet the *Secretary of the Interior's Professional Qualifications Standards (36 C.F.R. Part 61, Appendix A and 48 Fed. Reg. 44716)*.
4. Evaluate the significance of all identified historic resources in accordance with the National Register Criteria for Evaluation, as found in *36 C.F.R. Part 60.4*, and in consultation with the SHPO.
5. If either no historic properties are present or there are historic properties present but the undertaking will have no effect upon them, FDOT will provide the

supporting documentation and notification requirements for a finding of No Historic Properties Affected to FHWA, the SHPO and the other consulting parties, as set forth in *36 C.F.R. § 800.11(d)*. FDOT will request SHPO concurrence on the findings and request comments from the consulting parties. A record of these findings shall be included in the Annual Report prepared pursuant to Stipulation XII D of this Agreement.

6. If there are historic resources which may be of religious or cultural importance to the federally recognized Tribes present in the APE, FDOT will provide sufficient copies of the Cultural Resources Assessment Survey (CRAS) and other appropriate supporting documents to FHWA for transmittal to these Tribes.
7. If the SHPO or, if participating, the ACHP, or the other appropriate consulting parties, do not object within thirty (30) days of receiving an adequately documented finding, in accordance with *36 C.F.R. § 800.11*, FDOT's consultation responsibilities under Section 106 are fulfilled and the project may proceed.
8. If the SHPO, or if participating, the ACHP, or any of the other consulting parties objects within thirty (30) days of receiving an adequately documented finding, in accordance with *36 C.F.R. § 800.11*, FDOT will consult with the objecting party to resolve the disagreement. If FDOT cannot resolve the objection, FDOT will provide the materials related to the objection to FHWA for further action in accordance with Stipulation XII A.
9. FDOT, in consultation with FHWA, will reevaluate each project in accordance with *36 C.F.R. § 800.13(a)*, *23 C.F.R. § 771.129* and Part 1, Chapter 13 (Reevaluation) of the FDOT's *PD&E Manual* and Stipulation X A. of this Agreement. Where reevaluation identifies project changes which result in new or modified project "footprints," where additional ground disturbing activities are included or identified beyond what had been initially reviewed, where the potential effects of the project on historic properties has changed and/or where the significance of historic resources may have changed due to the passage of time, FDOT will review the project and determine if a CRAS update is required to reevaluate the project's potential effects on historic properties. If such work is required, FDOT will conduct the appropriate level of additional survey and effects analysis as set forth in this stipulation for Standard Reviews.

E. Findings of Effect. If historic properties are identified within the project APE that may be affected by the undertaking, FDOT, in consultation with SHPO and other consulting parties, will assess adverse effects in accordance with *36 C.F.R. § 800.5*, and in conformity with Part 2, Chapter 12 of the *PD&E Manual* and Chapter 8 of the *CRM Handbook*.

1. When FDOT determines that the Criteria of Adverse Effect set forth in *36 C.F.R. § 800.5* do not apply to the historic properties within the project APE, FDOT will make a formal finding of No Adverse Effect to Historic Properties and will submit to SHPO and the consulting parties this finding along with the appropriate supporting documentation, in accordance with the requirements

specified in *36 C.F.R. § 800.11(e)*, and in conformity with Part 2, Chapter 12 of the FDOT's *PD&E Manual*, and Chapter 7 of the *CRM Handbook*. FDOT will request SHPO concurrence as well as comments from the consulting parties on these findings. A record of these findings will be included in the Annual Report prepared pursuant to Stipulation XII D.

2. When FDOT determines that the Criteria of Adverse Effect apply to one or more historic properties within the project APE, FDOT will make a formal finding of Adverse Effect and will submit this finding along with the appropriate supporting documentation, in accordance with the requirements specified in *36 C.F.R. § 800.11(e)* to: SHPO, FHWA (with enough copies for distribution to the appropriate federally recognized Tribes when necessary), the other consulting parties, and, if participating, the ACHP. FDOT will request SHPO concurrence as well as comments from the consulting parties on these findings. A record of these findings will be included in the Annual Report prepared pursuant to Stipulation XII D.
3. If SHPO or, if participating, the ACHP, FHWA (based upon tribal comments), or other appropriate consulting party object to a finding of No Adverse Effect within thirty (30) days of the receipt of an adequately documented finding, in accordance with *36 C.F.R. § 800.11*, FDOT will consult with the objecting party to resolve the disagreement. If FDOT cannot resolve the objection, FDOT will provide the materials related to the objection to FHWA for further action in accordance with Stipulation XII A. If a Tribe objects, FHWA is responsible for resolving the disagreement in accordance with Stipulation XII A.

F. Effects to National Historic Landmarks. Pursuant to *36 C.F.R. § 800.10*, and in conformity with Stipulation IV of this Agreement, FHWA will notify and consult with the NPS for undertakings that may adversely affect an NHL. FHWA shall request the ACHP to participate in any consultation to resolve adverse effects, and shall notify the Secretary of the Interior of any consultation involving a NHL and invite the Secretary to participate in the consultation where there may be an adverse effect, in accordance with *36 C.F.R. § 800.10(c)*.

G. Resolution of Adverse Effects. FDOT, on behalf of FHWA, will coordinate consultation among FHWA, the SHPO, consulting parties, and the ACHP (when participating in the consultation) to develop effective and appropriate measures to avoid, minimize or mitigate the adverse effects of the proposed undertaking on historic properties, in accordance with *36 C.F.R. § 800.6*, Part 2, Chapter 12 of the *PD&E Manual* and Chapter 8 of the *CRM Handbook*. FDOT will ensure that the appropriate public involvement procedures are followed so that a good faith effort is made to receive public input.

1. If FHWA, FDOT, SHPO and the ACHP (if participating) agree on measures to resolve the adverse effect, they shall execute a Memorandum of Agreement (MOA) in accordance with *36 C.F.R. § 800.6(c)*. When the ACHP elects not to participate, FDOT shall provide a copy of the executed MOA to the ACHP pursuant to *36 C.F.R. § 800.6(c)*.

2. If there is a failure to resolve the adverse effect, or if FHWA is unable to execute the MOA, FHWA will request the ACHP comment in accordance with 36 C.F.R. § 800.7.

VIII. *De minimis* Impact Finding under Section 4(f).

For the purposes of reaching a *de minimis* finding under Section 4(f) of the U.S. Department of Transportation Act of 1966, as amended, in accordance with 23 C.F.R. § 774.3(b) and 774.5(b)(1), if the SHPO and, if participating, the ACHP, concur with a FDOT or, as appropriate, a FHWA finding of No Historic Properties Affected for a project as a whole in accordance with 36 C.F.R. § 800.4(d) or to No Adverse Effect on a specific historic property as per 36 C.F.R. § 800.5(d), SHPO shall presume that FHWA will proceed with a *de minimis* Section 4(f) finding at its discretion for the use of land from the historic property for which the No Effect or No Adverse Effect Finding applies. In these cases, no additional notification or coordination with the SHPO regarding this finding will be required unless there is a change to the undertaking, the status of the historic property or the effects finding related to the historic property.

IX. Emergency Situations.

Pursuant to 36 C.F.R. § 800.12, FDOT, on behalf of FHWA, will implement the following procedures to address historic properties if a disaster or emergency situation arises. This stipulation applies only to undertakings that will be implemented within thirty (30) days after a disaster or emergency is declared by the President of the United States and/or the Governor of Florida, or tribal government. In accordance with 36 C.F.R. § 800.12, immediate rescue and salvage operations conducted to preserve life or property are exempt from the provisions of Section 106, except as otherwise stated in this Agreement.

- A. In most cases, emergency repairs will not affect historic properties as defined in 36 C.F.R. § 800.16 and can be processed in accordance with Stipulation V or VI of this Agreement. In cases where emergency repairs have the potential to cause effects, FDOT will notify the FHWA Division Office to determine appropriate procedures as required by 36 C.F.R. § 800.12 and 23 C.F.R. § 771.131.
- B. In those situations where unanticipated and sudden events, including but not limited to, floods, fires, and hurricanes that result in or that cause or effect an immediate health and safety hazard, FDOT will take the necessary steps to make the historic property safe and secure. Within forty-eight (48) hours of the initial declaration or identification of the emergency, or as soon as practicable, FDOT will notify the SHPO of such activities, providing a brief description of the nature of the emergency and proposed corrective work.
- C. For repairs initiated within the first thirty (30) days of the declaration and which have the potential to affect historic properties, the processing of environmental documentation will happen concurrently or after the emergency work is completed. In all cases, FDOT shall comply to the extent possible with the stipulations of this Agreement.

- D. Any work beyond the scope of the emergency operation will comply with the standard Section 106 procedures outlined in Stipulation VII of this Agreement. In these situations, FDOT may request an expedited review by SHPO and other consulting parties.
- E. When the proposed emergency undertaking may affect any historic property that a federally recognized Tribe attaches religious and cultural significance to, FDOT will inform FHWA and FHWA will consult with the appropriate Tribe on a government-to-government basis.

X. Post-Review Discoveries.

In accordance with *36 C.F.R. § 800.13*, FDOT on behalf of FHWA will take the following actions if a post-review discovery is made:

- A. If previously unidentified historic properties are discovered, or if the potential to affect previously identified or potential unidentified historic properties changes after FDOT and FHWA have completed their appropriate reviews under this Agreement but before construction has started, the consultation process outlined in Stipulation VII will be followed.
- B. If previously unidentified historic properties are discovered during construction, or if unanticipated impacts to known or previously unidentified historic properties occur during construction, the following procedures shall be followed:
 1. All construction-related activity in the vicinity of the discovery shall stop and the contractor shall immediately notify FDOT of the discovery. Necessary security measures will be taken to protect the discovery as appropriate.
 2. FDOT will notify the SHPO and FHWA of the discovery and invite them to accompany FDOT staff (or consultants) to the location within forty-eight (48) hours of the discovery.
 3. FHWA will immediately notify any Indian tribe that might attach religious and cultural significance to the affected property following receipt of notification from FDOT and will inform FDOT of any tribal concerns related to the discovery within forty-eight (48) hours of receipt of notification by FDOT of the discovery.
 4. FDOT shall consult with the SHPO/THPO and appropriate consulting parties to document and evaluate the project effects and the need, if any, for further investigation within forty-eight (48) hours of the SHPO/THPO receipts of notification.
 5. If FDOT determines that the discovery does not warrant further investigation, they will provide written notification to the SHPO and FHWA outlining FDOT's reasons and requesting their concurrence within two (2) business days of the visit to the discovery location. The SHPO/THPO and Indian tribes will have two (2) business days after receipt to respond. If no comments are received

within this period, concurrence will be assumed, and project construction may resume.

6. If FDOT determines that the site warrants further investigation, a scope of work will be developed within forty-eight (48) hours of the visit to the site. The scope of work will be submitted to the SHPO and FHWA. The SHPO/THPO and Tribes will have two (2) business days after receipt to review and comment. If no comments are received within this period, concurrence will be assumed and work implemented in accordance with the scope. If comments are received, FDOT on behalf of FHWA and, as appropriate, in consultation with FHWA, shall take them into account and carry out the scope of work. Upon completion and acceptance of the work, construction may proceed as planned. A report of the investigations will be completed within the time frame established by the scope of work and copies provided to all consulting parties. Should any party object to the proposed work plan or results, FDOT and FHWA will proceed in accordance with Stipulation XII A.
7. When the discovery consists of human remains, graves, or grave-associated artifacts or other properties that federally recognized Tribes with ancestral ties to Florida may ascribe with a traditional cultural or religious significance, FHWA will notify the Tribes. FDOT will comply with Section 1.6 of the FDOT *Standard Specifications for Road and Bridge Construction* and the procedures for inadvertent discovery of human remains contained in Section 872.05, F.S.
8. For newly discovered properties or unanticipated impacts to properties of religious or cultural significance to federally recognized Tribes which occur on Federal or tribal lands, FHWA remains the lead agency for the purposes of compliance with Section 106 and the Native American Graves Protection and Repatriation Act (NAGPRA) of 1990 (Pub. L. No. 101-601).

XI. Treatment of Human Remains

Historic and prehistoric human remains are protected under Chapter 872, F.S. The treatment of human remains encountered during project construction or any other FDOT project-related activities will conform to Chapter 872, F.S., and in conformity with Chapter 3 of the *CRM Handbook* and Section 7-1.6 of the FDOT *Standard Specifications for Road and Bridge Construction*. All work shall cease immediately in the area of the human burial and, as appropriate, the District Medical Examiner or the State Archaeologist will be contacted immediately via telephone by the discoverer, and the applicable process followed based upon the nature and age of the burial. Necessary measures will be taken to secure and protect the remains, including, as appropriate, stabilization and covering. The FDOT and FHWA Native American Coordinators will be consulted to assure that the Tribes receive the proper information and are included in the determination of effects, if applicable. For Native American human remains discovered on Federal lands, the Federal land managing agency will be responsible for consultation under NAGPRA.

XII. Administrative Provisions

- A. Dispute Resolution.** Should any signatory to this Agreement object in writing regarding any undertaking or finding covered by this Agreement, FDOT on behalf of

FHWA shall consult with the objecting party to try to resolve the objection. If FDOT determines that it cannot resolve the objection, it shall request FHWA's assistance in resolving the objection. If the objection cannot be resolved, FHWA will complete the review of the undertaking in accordance with 36 C.F.R. § 800.4 through 800.6, and will:

1. Forward all documentation relevant to the dispute to the ACHP in accordance with 36 C.F.R. § 800.2(b)(2). Upon receipt of adequate documentation, the ACHP shall review and advise FHWA on the resolution of the objection within thirty (30) days. Any comment provided by the ACHP, and all comments from the parties to this Agreement, will be taken into account by FHWA in reaching a final decision regarding the dispute.
2. If the ACHP does not provide comments regarding the dispute within thirty (30) days after receipt of adequate documentation, FHWA may render a decision regarding the dispute. In reaching its decision, FHWA will take into account all comments regarding the dispute from the parties to this Agreement.
3. FHWA's and FDOT's responsibility to carry out all other actions subject to the terms of this Agreement that are not subject of the dispute remain unchanged. FHWA will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. FHWA's decision will be final.

- B. Coordination of Project Review with the FDOT Districts.** FDOT-SEMO will direct the District Environmental and cultural resources staff to follow the procedures established with this Agreement. All documentation prepared pursuant to this Agreement will be submitted to the appropriate FDOT District staff for review, submittal, and archival filing, and to ensure consistency and quality control. All consultations with SHPO, the federally recognized Tribes as received from FHWA, and other consulting parties will be conducted by FDOT District cultural or environmental staff, or their consultants, and all documentation will be kept on file in the District
- C. FDOT District Non-Participation.** Should any FDOT District choose to not assume direct authority over the tasks set forth in Stipulation III A. as well as the other delegated responsibilities outlined in this Agreement, it may do so by informing FDOT-SEMO of its intent along with the reason(s) it does not want to assume this authority. FDOT-SEMO will notify SHPO and FHWA Division in a letter signed by the appropriate District Secretary. Upon receipt of this notification, FHWA will maintain direct authority over the CRM compliance program in the appropriate FDOT District(s) for all FHWA funded or approved projects.
- D. Annual Reports.** FDOT-SEMO will provide to FHWA and SHPO an Annual Report within three (3) months of the first complete calendar year following the execution of this Agreement and every subsequent year thereafter covering the Section 106 activities completed pursuant to this Agreement for the calendar year. The Annual Report will include a list of projects and findings made by FDOT on behalf of FHWA, mitigation efforts undertaken in compliance with Section 106 of the NHPA, and a

summary of actions taken under the terms of this Agreement since the previous calendar year. FDOT will notify the ACHP and the Tribes of the availability of the Annual Report. The timing and the subject matter of these reports are as follows:

1. Thirty (30) days prior to SEMO's Annual Report submittal, the FDOT District Environmental staff and the SHPO transportation compliance staff shall submit summary reports of the previous year's activities carried out under this Agreement to SEMO.
2. The Annual Report prepared by SEMO and FDOT Districts shall include, but not be limited to, summaries in table form identifying all undertakings processed and reviewed under Stipulation VII, the locations of these undertakings along with the project name and identification numbers, and all findings pursuant to *36 C.F.R. Part 800* that were processed by FDOT for the year under review. A list of minor projects reviewed under Stipulations V and VI of this Agreement shall also be included in separate tables and shall identify the project type as listed in **Exhibits 1 or 2**. The Annual Report may also contain a narrative description of particularly successful avoidance, minimization, and mitigation efforts as well as discussion items and recommendations regarding any aspect of this Agreement, including best management practices. As available, a record of costs directly related to the identification and evaluation of historic properties as well as for mitigation and minimization of adverse effects efforts shall be included, also in separate tables.

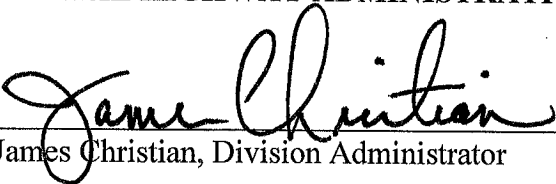
- E. Agreement Evaluation.** FDOT, FHWA, and the SHPO shall evaluate the effectiveness of this Agreement within three (3) months after the completion of the first Annual Report, or as necessary, to suggest revisions to its provisions, and to assess the quality of the historic property identification, evaluation and consultation efforts, and any other activities carried out under this Agreement.
- F. Coordination with Other Federal Reviews.** If FHWA receives a written request from any agency(ies) wishing to meet its Section 106 responsibilities by adhering to the Agreement, FHWA will consider such a request. If FHWA agrees in writing that the effects of the undertaking to historic properties will remain unchanged as a result of the additional undertaking(s), the federal agency(ies) which is responsible for the additional undertaking(s) may fulfill their Section 106 responsibilities by agreeing in writing to the terms of this PA. Any amendments shall be addressed in accordance with Stipulation XII G., Amendment.
- G. Amendment.** This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP. All signatories must concur with the proposed changes to the Agreement in writing within thirty (30) days of their receipt. Where no consensus can be reached, the Agreement will not be amended.
- H. Termination.** Any signatory to this Agreement may terminate it by providing a thirty (30) day notice in writing to the other parties, provided that the parties will consult during the period prior to termination to seek agreement on amendments and other

actions that would avoid termination. In the event of termination, the FHWA will comply with the requirements of 36 C.F.R. § 800.3 through 800.6 with regard to individual undertakings covered by this Agreement. Should this termination be specific to one or more particular FDOT District(s), FHWA shall provide the thirty (30) day notice in accordance with Stipulation IV B. of this Agreement.

- I. Duration.** The signatories will review this Agreement every five (5) years from the date of its most recent execution to determine if the agreement shall be renewed, modified or terminated. FDOT will notify the Signatories six months prior to the Agreement expiration. If no changes are proposed and no Signatory objects, the term of the Agreement will be extended automatically for another five (5) years without re-execution. Acknowledgement of such a review will be documented in the Annual Report.
- J. Effective Date.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement and shall take effect on the last signature date, as completed below by FHWA, SHPO, ACHP, and FDOT. Additional attachments or amendments to this Agreement shall take effect on the last signature date once fully executed by the signatories.

Execution and implementation of this Agreement is evidence that FHWA has satisfied its Section 106 responsibilities for all individual undertakings of the Federal-aid Highway Program in Florida and has afforded the ACHP, the public, and interested parties a reasonable opportunity to comment on the Program and its undertakings.

FEDERAL HIGHWAY ADMINISTRATION




 James Christian, Division Administrator
 Florida Division of the Federal Highway Administration

2/3/2016

 Date

FLORIDA HISTORIC PRESERVATION OFFICER

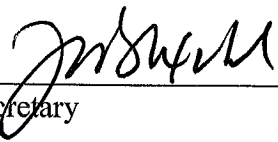


 Timothy Parsons, Ph.D., Interim State Historic Preservation
 Officer and Director, Florida Division of Historical Resources

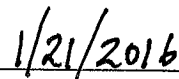
2/4/2016

 Date

FLORIDA DEPARTMENT OF TRANSPORTATION




Jim Boxold, Secretary
Florida Department of Transportation

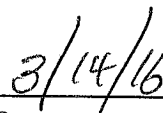


Date

ADVISORY COUNCIL ON HISTORIC PRESERVATION



John M. Fowler, Executive Director
Advisory Council on Historic Preservation



Date

EXHIBIT 1
Minor Project Activities with No Potential to Affect Historic Properties

1. Installation of fencing, signs, pavement markings, small passenger shelters, traffic signals, and railroad warning devices where no substantial land acquisition or traffic disruption will occur.
2. In kind replacement or ordinary repair of existing lighting, guardrails, traffic signals, curbs, and sidewalks.
3. Activities included in the State's highway safety plan under 23 USC 402.
4. Preventive maintenance activities such as joint repair, pavement patching, shoulder repair, and the removal and replacement of old pavement structure.
5. Restoration, rehabilitation, and/or resurfacing of existing pavement.
6. Restoration and rehabilitation of existing bridge (including painting, crack sealing, joint repair, scour repair, scour counter measures, fender repair, bridge rail or bearing pad replacement, seismic retrofit, etc.).

EXHIBIT 2**Minor Project Activities Considered Unlikely to Affect Historic Properties**

1. Activities which do not involve or lead directly to construction, such as planning and technical studies; grants for training and research programs; research activities, as defined in *23 United States Code (U.S.C.) 307*; approval of a unified work program and any findings required in the planning process pursuant to *23 U.S.C. 134*; approval of statewide programs under *23 C.F.R. 630*; approval of project concepts under *23 C.F.R., Part 476*; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed; and Federal-aid system revisions which establish classes of highways on the Federal-aid highway system.
2. Approval of utility installations along or across a transportation facility.
3. Construction of bicycle and pedestrian lanes, paths, and facilities.
4. Transfer of Federal lands pursuant to 23 USC 317 when subsequent action is not an FHWA action.
5. The installation of noise barriers, or alterations, to existing publicly-owned buildings to provide for noise reduction.
6. Landscaping.
7. Emergency repairs under *23 U.S.C. 125*.
8. Acquisition of scenic easements.
9. Determination of payback under *23 C.F.R., Part 480* for property previously acquired with Federal-aid participation.
10. Improvements to existing rest areas and truck weigh stations.
11. Ride-sharing activities.
12. Bus and rail car rehabilitation.
13. Alterations to facilities or vehicles in order to make them accessible for elderly and handicapped persons.
14. Program administration, technical assistance activities, and operating assistance to transit authorities to continue existing service or increase service to meet routine changes in demand.

15. The purchase of vehicles by the applicant where the use of these vehicles can be accommodated by existing facilities or by new facilities which themselves are within a CE.
16. Track and rail-bed maintenance and improvements when carried out within the existing right-of-way.
17. Purchase and installation of operating or maintenance equipment to be located within the transit facility and with no significant impacts off the site.
18. Promulgation of rules, regulations, and directives.
19. Adding or lengthening turning lanes (including continuous turn lanes), intersection improvements, channelization of traffic, dualizing lanes at intersection and inter-changes, auxiliary lanes, and reversible lanes.
20. Flattening slopes; improving vertical and horizontal alignments.
21. Highway safety or traffic operations improvement projects including the installation of ramp metering control devices and lighting.
22. Restore, replace and rehabilitate culverts, inlets, drainage pipes, and systems including safety treatments.
23. Widening, adding roadway width and and/or roadway reconstruction shoulders without adding through traffic lanes.
24. Roadway skid hazard treatment.
25. Upgrade, removal, or addition of guardrail.
26. Upgrade median barrier.
27. Install or replace impact attenuators.
28. Upgrade bridge end approaches/guardrail transition.
29. Upgrade railroad track circuitry.
30. Improve railroad crossing surface.
31. Improve vertical and horizontal alignment of railroad crossing.
32. Improve sight distance at railroad crossing.

33. Railroad crossing elimination by closure, and railroad overpass removal within right-of-way.
34. Clear zone safety improvements, such as fixed object removal or relocation.
35. Screening unsightly areas.
36. Freeway traffic surveillance and control systems.
37. Motorist aid systems.
38. Highway information systems.
39. Preventive maintenance activities such as joint repair, pavement patching, shoulder repair and the removal and replacement of old pavement structure.
40. Restore, rehabilitate, and/or resurface existing pavement.
41. Computerized traffic signalization systems.
42. Widening of substandard bridge to provide safety shoulders without adding through lanes.
43. Replacement of existing bridge (in same location) by present criteria.
44. Transportation enhancement projects involving acquisition of historical sites and easements, or historical preservation.
45. Preservation of abandoned railway corridors, including the conversion and use for pedestrian, equestrian, or bicycle trails.
46. Rehabilitation and operation of historic transportation buildings, structures, or facilities, including railroad facilities and canals.
47. Mitigation of water pollution due to highway runoff.
48. Bridge removal.
49. Approvals for disposal of excess right-of-way or for joint or limited use of right-of-way, where the proposed use does not have significant adverse impacts.
50. Rehabilitation or reconstruction of existing rail and bus transit buildings and ancillary buildings where only minor amounts of additional land are required, and there is not a substantial increase in the number of users.

51. Construction of bus transfer facilities (an open area consisting of passenger shelters, boarding areas, kiosks, and related street improvements) when located in a commercial area or other high activity center in which there is adequate street capacity for projected bus traffic.
52. Acquisition of land for hardship or protective purposes for a particular parcel or a limited number of parcels; advance land acquisition loans under section 3(b) of the Urban Mass Transportation Act.
53. Mitigation Projects.
54. Animal crossings.
55. Changes in access controls.
56. Minor right-of-way acquisition for roadway and bridge projects without the addition of through traffic lanes.
57. Recreational Trails.

EXHIBIT 3

**Florida Post-1945 Bridges Excluded from the Exemption as per the ACHP's
Program Comment**

Bridge Number	Name	Location	Bridge Type	Year Built	Brief Description Of Significance
054015	CR-721A/ Harney Pond Canal	Glades County	Prestressed Concrete slab	1958	Very early or particularly important example of its type in the State or the nation
910001	SR-70/ Kissimmee River	Okeechobee/ Highlands Counties	Steel girder	1966	Has distinctive engineering or architectural features that depart from standard bridge designs
910009	SR-78/ Kissimmee River	Okeechobee County	Steel girder	1964	Has distinctive engineering or architectural features that depart from standard bridge designs
720075	SR-109/ SR-10A	Duval County	Concrete Tee beam	1952	Has distinctive engineering or architectural features that depart from standard bridge designs
720087	US-1/ Miami Road	Duval County	Continuous Steel girder	1968	Has distinctive engineering or architectural features that depart from standard bridge designs
720100	SR-115A Flyover/ SR-10A	Duval County	Concrete Box beam	1961	Very early or particularly important example of its type in the State or the nation
760002	SR- 19/Proposed Cross Florida Barge Canal	Putnam County	Continuous Steel girder	1967	Associated with an event or individual. Features spans of exceptional length or complexity. Displays other elements that were engineered to respond to a unique environmental context.
580951	SR- 399/ICWW	Santa Rosa County	Steel girder	1960	Features spans of exceptional length or complexity. Displays other elements that were engineered to respond to a unique environmental context.
460019	US-98 (SR- 30)/ ICWW	Bay County	Concrete girder	1965	Features spans of exceptional length or complexity. Displays other elements that were engineered to respond to a unique environmental context.
570034	US-98 (SR- 30)/ ICWW	Okaloosa County	Steel girder	1964	Features spans of exceptional length or complexity. Displays other elements that were engineered to respond to a unique environmental context.
880005	James H. Pruitt Memorial/ SR-A1A over Sebastian Inlet	Indian River County	Prestressed concrete girder	1964	Very early or particularly important example of its type in the State or the nation
364040	CR- 316/Proposed Cross Florida Barge Canal	Marion County	Continuous steel girder	1969	Associated with an event or individual. Features spans of exceptional length or complexity. Displays other elements that were

Bridge Number	Name	Location	Bridge Type	Year Built	Brief Description Of Significance
					engineered to respond to a unique environmental context.
360055	SR-40/Ocklawaha River	Marion County	Continuous steel girder	1972	Associated with an event or individual. Features spans of exceptional length or complexity. Displays other elements that were engineered to respond to a unique environmental context.
904603	Bimini Drive/Sam's Canal	Monroe County	Prestressed concrete channel beam	1955/1982	Associated with an event or individual. Has distinctive engineering or architectural features that depart from standard bridge designs
904604	Harbour Drive/Joe's Canal	Monroe County	Prestressed concrete channel beam	1955/1982	Associated with an event or individual. Has distinctive engineering or architectural features that depart from standard bridge designs
904606	Seaview Drive/Un-Named Canal	Monroe	Prestressed concrete channel beam	1955/1982	Associated with an event or individual. Has distinctive engineering or architectural features that depart from standard bridge designs
870078	SR-826 SB Flyover to SR-836	Miami-Dade County	Prestressed concrete box beam	1967	Very early or particularly important example of its type in the State or the nation
None	Florida Kennels Rock Bridge/driveway over Red Canal	Miami-Dade County	Concrete and rock culvert	1947	Has distinctive engineering or architectural features that depart from standard bridge designs
None	Rock Bridge over Red Road Canal	Miami-Dade County	Concrete and rock culvert	1947	Has distinctive engineering or architectural features that depart from standard bridge designs