



Preserving America's Heritage

#E1-3426
Daw
FD 34284

December 20, 2007

Ms. Victoria Rutson
Chief, Section of Environmental Analysis
Surface Transportation Board
395 E Street, SW
Washington, DC 20423

RE: *Proposed Southwestern Gulf Company Construction and Operation Exemption
Medina County, Texas*
STB Finance Docket No. 34284

Dear Ms. Rutson:

On October 22, 2007, the Advisory Council on Historic Preservation (ACHP) received STB's draft Programmatic Agreement (PA) for the referenced undertaking. We have communicated with staff of the Texas State Historic Preservation Office (SHPO), who indicated that STB consulted the SHPO in its drafting of the PA. As such, they have no additional comments to provide at this time. We have also reviewed the extensive comments on the PA submitted by the other consulting parties, to date. Based on our review of the draft PA and considering these comments, we would like to share with STB the following observations and recommendations as we continue our consultation. While this letter highlights our general comments regarding the draft PA, our more detailed review is noted on the draft PA (enclosed).

First, we urge STB to clearly define the undertaking and the applicability of this PA. Specifically, in the event that the Board approves an alternative other than the Environmentally Preferred Alternative, how will STB resolve the adverse effects of the approved alternative? It is important to minimize the need to negotiate an amendment to MOA or to terminate the MOA if the Board approves an alternative other than the one recommended by STB staff.

Second, we encourage STB to coordinate the proposed phased identification and evaluation with its response to questions raised by the Keeper of the National Register of Historic Places following STB's formal request for a determination of eligibility. We believe that properties identified through the phased process proposed in the PA should be evaluated, not only for their potential individual eligibility for the National Register, but also for their potential to contribute to the Quihi and/or Upper Quihi Rural Historic Districts. Further, once the identification of new properties is complete, the information could be synthesized and analyzed to determine if the area is more clearly associated with one historic district or two and could define the appropriate boundaries for the historic district(s). Such an analysis would assist STB in considering how to address each of the adverse effects identified through the PA. Further, it would

ADVISORY COUNCIL ON HISTORIC PRESERVATION

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Phone: 202-606-8503 • Fax: 202-606-8647 • achp@achp.gov • www.achp.gov

provide clearer baseline information for the Texas SHPO, the Medina County Historical Commission, other Federal agencies, and others when considering future land use proposals in the area.

Third, we understand that the consideration of avoidance, minimization, and mitigation of adverse effects to individual historic properties identified through the phased process proposed in the PA will serve, in part, to resolve the adverse effects of the undertaking. However, we are unclear as to whether additional mitigation will be required to resolve the known direct and indirect adverse effects on the Upper Quihi Rural Historic District. Moreover, the PA does not specify how STB will coordinate this assessment with the SHPO and the other consulting parties.

Lastly, the entire agreement should be reviewed to ensure that roles and responsibilities are clearly identified. As you are aware, while the Applicant and its consultants may prepare information, analyses, and recommendations pursuant to our regulations (36 CFR § 800.2(a)(3)), STB retains the responsibility to make Section 106 findings and decisions to ensure that the terms of the PA are met. We note that the draft PA provides for the SHPO, other consulting parties, and ACHP (where appropriate) to be consulted by STB in its decision-making. Through careful editing of the draft PA, STB should ensure that these roles are consistent throughout the PA.

If you wish to discuss the comments or other issues, please contact Katry Harris by telephone at (202) 606-8520 or by e-mail at kharris@achp.gov.

Sincerely,

A handwritten signature in black ink, reading "Charlene Dwin Vaughn". The signature is fluid and cursive, with a long horizontal line extending from the end.

Charlene Dwin Vaughn, AICP

Assistant Director

Federal Permitting, Licensing, and Assistance Section

Office of Federal Agency Programs

Enclosure

Author: kharris
Subject: Inserted Text
Date: 12/13/2007 12:19:10 PM
T (see Illustration in Appendix A)

5 participate as consulting parties in accordance with 36 CFR § 800.2(c)(2)(B)(i) and where the Comanche Nation of Oklahoma; the Wichita and Affiliated Tribes of Oklahoma; the Kiowa Tribe of Oklahoma; and the Mescalero Apache Tribe have been asked to concur² in this Agreement; and

6 WHEREAS, the STB has identified additional consulting parties including Joe H. and Erna L. Balzer; Richard Fournier; Richard C. Gany; Archie Gerdas; Dr. Thomas Heister; Lester R. Landrum; Russell Mangold; The Honorable Ciro Rodriguez of the U.S. House of Representatives; Donato Rios Jr.; Maileyn Schott; Joseph and Vicki Solomon; Lynette Steward; Harold Weiblen; the Coalhuetan Research Associates; the Medina County Environmental Action Association (MCEAA); the Medina County Historical Commission; the Quilhi and New Fountain Historical Society; the Schweers Historical Foundation; and the Tap Piam-Cobuiltecac Nation of Texas; and has asked them to concur in this agreement; and

7 WHEREAS, the STB has prepared a Draft Environmental Impact Statement (DEIS), *Finance Docket No. 34284 Southwest Gulf Railroad Company - Construction and Operation Exemption, Medina County, TX*, in which identification of historic properties within 1000 feet of the proposed corridor and Alternatives 1, 2 and 3 has been completed for the purposes of comparing impacts to historic properties within each alternative; and

8 WHEREAS, the STB subsequently prepared a Supplemental Draft Environmental Impact Statement (SDEIS) in *Finance Docket No. 34284 Southwest Gulf Railroad Company - Construction and Operation Exemption, Medina County, TX* in which it assessed three additional alternative routes that largely bypass the Quilhi/Upper Quilhi Rural Historic District known as the Eastern Bypass Route (9.2 miles long), the MCEAA Medina Dam Alternative (9.9 miles long) and SGR's Modified Medina Dam Route (10.9 miles long), concluding that the Eastern Bypass Route and MCEAA Medina Dam Alternative were the environmentally preferable alignments for the Project in comparison to the other possible alignments studied in the DEIS and SDEIS, primarily in view of their avoidance of the Quilhi area and consequent lower level of potential impacts to historic resources including the Quilhi/Upper Quilhi Rural Historic District; and

WHEREAS, the SDEIS identified the execution of a Programmatic Agreement (Agreement) as the appropriate mitigation measure to address the impacts of the environmentally preferred alignments on historic properties and other cultural resources;

Oklahoma, the Kiowa Tribe of Oklahoma, and the Mescalero Apache Tribes were interested in participating in this Project as consulting parties.

² Pursuant to 36 CFR Section 800.5(c)(3), other parties may be invited to concur in agreements. They do not have the right to amend or terminate an agreement. Their signature simply shows that they are familiar with the agreement and do not object to it. The Agreement shall become operative upon execution by the signatory parties, regardless of whether any of the concurring parties have executed the Agreement or not.

WHEREAS, SGR has advised the STB that it has decided to support the Eastern Bypass Route; and

WHEREAS, following the issuance of a Final EIS in this proceeding, the STB may choose one or more final rail alignments situated in the Environmental Impact Statement for this proceeding (including the No-Action Alternative). For purposes of this Programmatic Agreement, the term "Approved Alignment" shall be used to mean the rail alternative(s) selected in the Environmental Impact Statement for construction of the SCR rail line (Approved Alignment).

WHEREAS, the CFB, in consultation with the Council, and the CHPO has determined the Area of Potential Effect (APE) for the corridor as 1000 feet on either side of the right-of-way of such Alignments; and

WHEREAS, the STB, through the development of the SDEIS, has identified two potential National Register eligible historic districts in the vicinity of the Project as shown on Attachment A; and

WHEREAS, the definitions in 36 CFR Part 800 are applicable throughout this Agreement;

NOW THEREFORE, the STR, the Council, the SHPO and SGR agree that upon any final approval of the SGR Position by the STR and selection of the Eastern Bypass Route and/or MCEAA Median Design Alternative under modification of one of these two routes as the Approved Alignment, this Agreement shall be implemented in accordance with the following stipulations:

Stipulations

The STB shall ensure that the STB and SGR implement the following stipulations for consideration of historic properties within the Corridor SGR-chooses if STB approves more-than one Alignment.

I. Area of Potential Effects (APE)

- A. The STB, in consultation with the Council and the SHPO, will develop the initial APE of the Project in accordance with 36 CFR § 800.4 and 800.1(d) that takes into consideration historic properties for the Approved Alignment in which SGR builds its rail line.
- B. The APE will also be considered to include associated construction staging areas, if any, which will be identified by SGR during the design phase.
- C. The initial APE will include 1000 feet on either side of the right-of-way. The APE will be adjusted to include said 1000 foot corridor if the right-of-

Page: 3

Author: kharris
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Date: 12/13/2007 12:47:27 PM
Clarify this clause. Does/should the Board change the stipulations?

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em Clarify this clause. PA should cover all potentially foreseeable situations so that amendment/nomination is not necessary.

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way is adjusted as a result of final engineering or the avoidance of cultural resources.

II. Identification and Evaluation of Historic Properties

- A. Prior to construction, SGR will retain qualified personnel as defined in Stipulation V of this Agreement. Qualified personnel of the appropriate profession will conduct such archaeological and architectural surveys within the APE as may be necessary to supplement the surveys undertaken in connection with, and appended as part of, the SDEIF to locate archeological sites, buildings or other structures, objects, districts, traditional cultural properties, and cultural or historic landscapes that may be eligible for listing in the National Register. The STB will ensure that:

1. The work will be conducted in compliance with the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation, 48 Fed. Reg. 44716, September 29, 1983 ("Secretary's Standards");

2. Prior to any field survey(s), SGR in consultation with the STB and SHPO will develop a scope of work for undertaking any survey under this stipulation. The STB, after seeking comments from the SHPO, must approve the scope of work prior to the initiation of fieldwork; and

3. Any archeological sites, buildings or other structures, objects or districts located during the survey(s) will be evaluated for eligibility for listing in the National Register in accordance with 36 CFR § 800.4. SGR will also consider other applicable State of Texas laws, standards, and guidelines related to historic properties report documentation, specifically, the Antiquities Code of Texas, Title 9, Chapter 191 of the Texas Natural Resource Code, Rules of Practice and Procedure Chapter 26.24 and Chapter 26.25, and the Texas Historical Commission's Minimum Archeological Survey Standards, in accordance with 36 CFR § 800.4(b)(1).

- B. For historic properties within the APE not previously identified and evaluated, SGR will submit to the STB a report(s) documenting the archaeological and architectural survey results that meets the Secretary's Standards for Identification, Archeological Documentation and Historical Documentation. The report(s) shall include but not be limited to all of the following:

1. For all historic properties identified in the survey(s) documentation will include:

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T A. The Initial APE will encompass 1000 feet on either side of the right-of-way for the alignment approved by the Board. Tag. At specified intervals in design, e.g. 30%, 65%, 85% complete, STB will consult with the SHPO to determine how the APE should be adjusted to reflect the design.
C. The APE should be adjusted to include associated construction staging areas when these locations are identified in the design.

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T Are there relevant Texas identification guidelines?

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T If the identified site, building, structure, object or district is located within the Quail or Upper Quail Historic District, then it will be evaluated for its association with and contribution to the applicable Historic District.

- (a) A map showing the location of the historic property in relation to the Approved Alignments;
 - (b) Clear photographic prints, including at least one front elevation and one oblique view of each property surveyed, and area or streetscape views in potential districts;
 - (c) Research on historical associations or prehistoric contexts; and
 - (d) Recommendations regarding National Register eligibility of properties identified.
2. For any historic building, or historic structure over 45 years old, documentation will also include:
 - (a) Date of construction, if known;
 - (b) Dates and descriptions of major alterations, if known;
- C. The STB will distribute the report(s) for review and comment per Stipulation VI. A of this Agreement. The STB, in consultation with the SHPO and Federally recognized Tribes, will prepare determinations of eligibility in a manner consistent with 36 CFR § 800.4(c) and shall direct SGR to make any required revisions to the report(s).
- ### III. Assessment of Adverse Effect
- A. Adverse effects to any archaeological sites, buildings, structures, objects, traditional cultural properties, cultural or historic landscapes or districts determined to be eligible for listing in the National Registry shall be assessed by the STB in consultation with the SHPO using the Criteria of Adverse Effect, as described at 36 CFR § 800.5.
 - B. Assessment of Adverse Effect will include consideration of environmental impacts identified in the EIS and SGRS prepared for this project. The Assessment will also include any adverse effects identified and mutually agreed to by the STB, the Council, and the SHPO.
 - C. The STB, in consultation with SGR, will report to the SHPO and the consulting parties a determination of the effect of the Project on each of the historic properties within the APE. The determination will include a description of the anticipated effects, if any, on each of the properties. The STB will distribute the report for review and comment per Stipulation VI. Reporting of this Agreement.

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Author: blurbs Subject: Replacement Text Date: 12/13/2007 12:45:14 PM T B. SGR will submit to STB a report prepared by a qualified professional documenting the assessment of adverse effect for the historic properties identified. The report will include but not be limited to: 1. design information (from Stip. N/A.1) 2. description of effects (from Stip. N/A.2) C. STB will distribute the report for review and comment per Stipulation VI.A. of the Agreement. The STB, in consultation with the SHPO and Federally recognized Tribes, will determine if of the historic properties will be adversely affected by the Project and whether or not resolution of such adverse effects (see Stipulation IV of this Agreement) is warranted.	

IV. Resolution of Adverse Effects

A. Prior to the initiation of construction of any portion of the rail line that might adversely effect an historic property or archeological resource, SGR will develop, in consultation with the STB and the SHPO, an effects resolution plan (Resolution Plan) that will assess adverse effects on historic properties located within the APE. The Resolution Plan will be developed in accordance with 36 CFR § 800.6 and will include but not be limited to the following:

1. Preliminary engineering designs and alignment for the railroad construction with enough detail and specifics for the parties to evaluate the effects on the historic properties;
2. Description of the nature of effects on each historic property within the APE, based on the proposed project design and potential environmental impacts identified in the Environmental Impact Statement prepared for this project. Results of studies undertaken pursuant to this section will be provided for review upon request to signatories, and summaries of each study will be included in the Resolution Plan;
3. Strategies proposed to avoid, minimize or mitigate effects of the undertaking;
4. Consideration of measures identified by Federally recognized Tribes for mitigation of adverse effects to properties that are determined to be significant for their traditional cultural values; and
5. Documentation of comments from the consulting parties.

B. The STB and SGR will consult with the signatories to this Agreement and consulting parties on specific procedures to preserve historic properties in place and avoid adverse effects in accordance with the Resolution Plan. Procedures to be considered shall include, but not be limited to, avoidance by re-routing the railroad alignment around the historic property where feasible, and/or monitoring of archeological or tribal historic properties by archeologists or Tribal representatives.

C. In regard to archeological resources, in the event that avoidance is not feasible and data recovery is determined by STB in consultation with the signatories to this Agreement to be the most prudent and feasible treatment option, research design proposed in the Resolution Plan shall specify, at a minimum:

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Author: khurts
Subject: Comment on Text
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T on individual

1. The archeological resources to be affected and the nature of those effects;
 2. The research questions to be addressed through data recovery, with an explanation of their relevance and importance;
 3. Data needed to address specific research questions, the likelihood that this data can be recovered and how the data will be analyzed;
 4. Fieldwork and analytical strategies to be employed, with an explanation of their relevance to the research question;
 5. Proposed methods of dealing with individual discovery situations;
 6. Methods to be used in data management and dissemination of data, including a schedule;
 7. How findings will be presented to support the research design;
 8. Proposed repatriation of recovered materials and records including the disposition of Native American sacred items, human remains and grave goods;
 9. Proposed methods for disseminating results of the work, including any plans for educating the general public. Public involvement may include site tours during excavation, preparation of educational materials for use in local schools, development of an entry on the Texas Beyond History web site, or some other means of disseminating information in a form that can be easily understood by the general public;
 10. Proposed methods by which Federally recognized Tribes and the STB approved consulting parties will be kept informed of the work and, where applicable, how the Federally recognized Tribes which concurred in this Agreement and the Tap Pilam-Coshauteacan Nation of Texas will be afforded a reasonable opportunity to participate in the recovery of data that possess religious and cultural significance to them; and
 11. Proposed schedule for the submission of progress reports to the STB and other Signatories to this Agreement.
- D. An archeological data recovery plan that addresses all the above points shall be developed and incorporated as part of the Resolution Plan and shall be consistent with the Secretary's Standards and take into account the Council's publication, *Treatment of Archeological Properties*. A

Handbook (Advisory Council on Historic Preservation 1980), subject to any pertinent revisions the Council may make in the publication prior to completion of the data recovery plan, and the SHPO's guidance.

- E. In regard to buildings and other structures, objects and districts, in the event that avoidance of adverse effects to historic properties is not feasible, the Resolution Plan shall propose measures to minimize or mitigate potential adverse effects on historic properties.
 - I. Minimizing actions to be considered shall include but are not limited to the following:
 - (a) With regard to noise effects, a plan to meet the Secretary of the Interior's Standards for the Treatment of Historic Properties that is developed in consultation with the SHPO;
 - (b) Landscaping to obscure intrusive features and natural vegetation management. The STB and SGR will ensure that mitigation landscaping, if any, is done in accordance with a landscaping plan designed in consultation with the SHPO;
 - (c) To the extent feasible and consistent with speed rail engineering, relocating the railroad alignment as far from the historic resources as possible and/or following existing roads, drives, fences, etc.
- F. Prior to the finalization of the Resolution Plan, SGR will submit its then current engineering designs to the STB and the SHPO. If any changes are made to those engineering designs, SGR will consult with the STB and the SHPO to determine if any changes to the Resolution Plan are needed.
- G. SGR will distribute the draft Resolution Plan report for review and comment per Stipulation V.I.A of this Agreement.
- H. SGR, in consultation with STB and the SHPO will finalize the Resolution Plan and carry-out its terms. The STB will provide copies of the final Resolution Plan to all STB-approved consulting parties.
- I. No Project work that would cause an adverse effect to a historic property may begin until all terms of the Resolution Plan for that property have been completed.

V. Professional Qualifications

All work shall be implemented and all documents prepared by personnel meeting the appropriate professional qualifications set forth in the Secretary of the Interior's Professional Qualification Standards as shown in Attachment B.

Page: 8

Author: Harri
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Specify a design phase, e.g., 85% complete.

Author: Harri
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T to STB. STB will circulate the report

Author: Harri
Subject: Replacement Text
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T SGR, Tribes

Author: Harri
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T STB.

Author: Harri
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T ensure that its terms are carried out

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VI. Monitoring & Reporting

- A. All of the reports generated under the terms of this Agreement (including the Draft Resolution Plan) will be submitted by SGR in draft to the STB, the SHPO, Federally recognized Tribes, and STB-approved consulting parties for review and comment. The SHPO, Federally recognized Tribes, and STB-approved consulting parties will have 30 calendar days following receipt of the draft report to respond to the STB. The STB will review SGR's revisions of the draft report, and will ensure that SGR considers all comments in revising the draft report before the STB approves a final draft of the report. The STB will further ensure that SGR provides a copy of the final report to the SHPO, consulting parties and the STB. Failure to respond within the review time frame specified herein (30 calendar days) shall be deemed by the STB to constitute acceptance of the draft report and shall not preclude the issuance of the report in final form. Objections to the final report will be handled pursuant to Stipulation IX for objections by signatories to this Agreement, and pursuant to Stipulation X for objections by the public or consulting parties.

- B. Each six months following the execution of the PA until it expires or is terminated, SGR shall provide ~~at-panels-to-the-agreement~~ summary report detailing work undertaken pursuant to its terms. Such report shall include any scheduling changes proposed, any problems encountered, and any disputes and objections received in STB's efforts to carry out the terms of this PA. Failure to provide such summary report may be considered noncompliance with the terms of this PA pursuant to Stipulation XI, below.

VII. Treatment of Human Remains

Should any human remains and associated funerary objects be discovered during the implementation of cultural resources studies or during construction of the Project, they will be treated pursuant to the recommendations provided by the Tribal representatives of the Federally recognized Tribes in accordance with procedures consistent with the Council's "Policy Statement Regarding the Treatment of Burial Sites, Human Remains and Funerary Objects" and applicable state laws.

VIII. Curation of Artifacts and Records

SGR shall be responsible for the curation of all documentation and materials resulting from implementation of the Agreement. Cultural materials and records resulting from archeological investigations performed pursuant to the Agreement will be curated at a curatorial facility in accordance with applicable requirements of 36 CFR Part 79 and in consultation with the STB and the SHPO. Materials, if

Author: blantz
Subject: SHPO-04
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(February 2007)

the SHPO, Federally recognized Tribes, and STB-approved consulting parties

any, found on land owned by SGR will be sent to an appropriate curatorial facility. The STB will encourage private landowners to curate collections from their land, if any, in an appropriate facility. In the event that materials are found on private land not owned by SGR, SGR will provide the STB, the SHPO and the landowners with a list of any collected artifact finds from their lands. Materials from private lands, if any, to be returned to private landowners will be maintained in accordance with 36 CFR Part 79 until any specified analysis is complete. Documentation of the return of these materials to the private landowner shall be prepared by SGR and submitted to the STB with a copy to the SHPO.

IX. Dispute Resolution

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of the Agreement are implemented, the STB shall consult with the objecting party(ies) to resolve the objection. If within 30 days of initiating such consultation the STB determines that the objection(s) cannot be resolved, the STB will:

- A. Forward all documentation relevant to the dispute to the Council in accordance with 36 CFR § 800.2(b)(2). Upon receipt of adequate documentation, the Council shall review and advise the STB on resolution of the objection within 30 calendar days. Any comment provided by the Council, and all comments from the signatories to the Agreement, will be taken into account by the STB in reaching a final decision regarding the dispute.
- B. If the Council does not provide comments regarding the dispute within 30 calendar days after receipt of adequate documentation, the STB may render a decision regarding the dispute. In reaching its decision, the STB will take into account all comments regarding the dispute from the signatories to the Agreement.
- C. Notwithstanding the above disputes concerning site eligibility shall be referred for resolution to the Keeper of the National Register.
- D. The STB's responsibilities to carry out all other actions subject to terms of the Agreement that are not the subject of the dispute remain unchanged. The STB will notify all parties of its decision in writing before implementing that portion of the undertaking subject to dispute under this stipulation. The STB decision will be final.

X. Resolution of Public Objections

At any time during implementation of the measures stipulated in this Agreement, should an objection pertaining to this Agreement be raised by a member of the public, the STB shall notify the parties to this Agreement and take the objection

into account, consulting with the objector and with the parties to this Agreement to resolve the objection.

XI. Amendments and Noncompliance

If any signatory to this Agreement determines that its terms will not or cannot be carried out or that an amendment to its terms must be made, that party shall immediately consult with the other signatory parties to develop an amendment to the Agreement. The amendment will be effective when signed by all signatories. The execution of any amendment shall follow the procedures in 36 CFR Part 800.14.

XII. Terminating the Agreement

This Agreement may be terminated by any signatory by providing the other parties 30 days written notice. The parties shall consult during the period prior to termination of participation to seek agreement or amendments or other actions that would avoid termination. Within 30 calendar days following termination, the STB shall request the comments of the Council under 36 CFR § 800.7(a) and proceed accordingly.

XIII. Expiration

The term of this Agreement shall be five (5) years from the date of execution by the Council unless terminated earlier pursuant to Subpart XII.

EXECUTION of this Agreement by the STB, the Council, and the SHPO and implementation of its terms, evidence that the STB has afforded the Council and the SHPO an opportunity to comment on the construction and operation of the proposed Project and its potential effects on historic properties, and that the STB has taken into account the effects of the construction of the proposed Project on historic properties, thereby satisfying its NHPA Section 106 responsibilities for the undertaking.

SIGNATORY PARTIES:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

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 Title: _____

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 John M. Fowler
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 Executive Director

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SURFACE TRANSPORTATION BOARD

By _____ Date: _____
Printed Name: _____
Title: _____

TEXAS STATE HISTORIC PRESERVATION OFFICER

By _____ Date: _____
Printed Name: E. Lawrence Oaks
Title: SHPO, Executive Director, Texas Historical Commission _____

SOUTHWEST GULF RAILROAD

By _____ Date: _____
Printed Name: _____
Title: _____

**CONSULTING PARTIES:
Concur:**

THE HONORABLE CIRO RODRIGUEZ

By _____ Date: _____
Printed Name: _____
Title: _____

JOE H. AND ERNA L. BALZEN

By _____ Date: _____
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COMANCHE NATION OF OKLAHOMA

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KIOWA TRIBE OF OKLAHOMA

By _____ Date: _____
Printed Name: _____
Title: _____

LESTER R. LANDRUM

By _____ Date: _____
Printed Name: _____
Title: _____

RUSSELL MANGOLD

By _____ Date: _____
Printed Name: _____
Title: _____

MEDINA COUNTY ENVIRONMENTAL ACTION ASSOCIATION:

By _____ Date: _____
Printed Name: _____
Title: _____

MEDINA COUNTY HISTORICAL COMMISSION

By _____ Date: _____

Printed Name: _____
Title: _____

MESCALERO APACHE TRIBE

By _____ Date: _____
Printed Name: _____
Title: _____

QUIHI AND NEW FOUNTAIN HISTORICAL SOCIETY

By _____ Date: _____
Printed Name: _____
Title: _____

DONATO RIOS, JR.

By _____ Date: _____
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CURTIS SAA THOFF

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MADELYN SCHOTT

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SCHWEERS HISTORICAL FOUNDATION

By _____ Date: _____

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JOSEPH AND VICKI SOLOMON

By _____ Date: _____

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Title: _____

LYNETTE STEWART

By _____ Date: _____

Printed Name: _____

Title: _____

TAP PILAM COAHUILTECAN NATION OF TEXAS

By _____ Date: _____

Printed Name: _____

Title: _____

HAROLD WEIBLEN

By _____ Date: _____

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Printed Name: _____

Title: _____

WICHITA AND AFFILIATED TRIBES OF OKLAHOMA

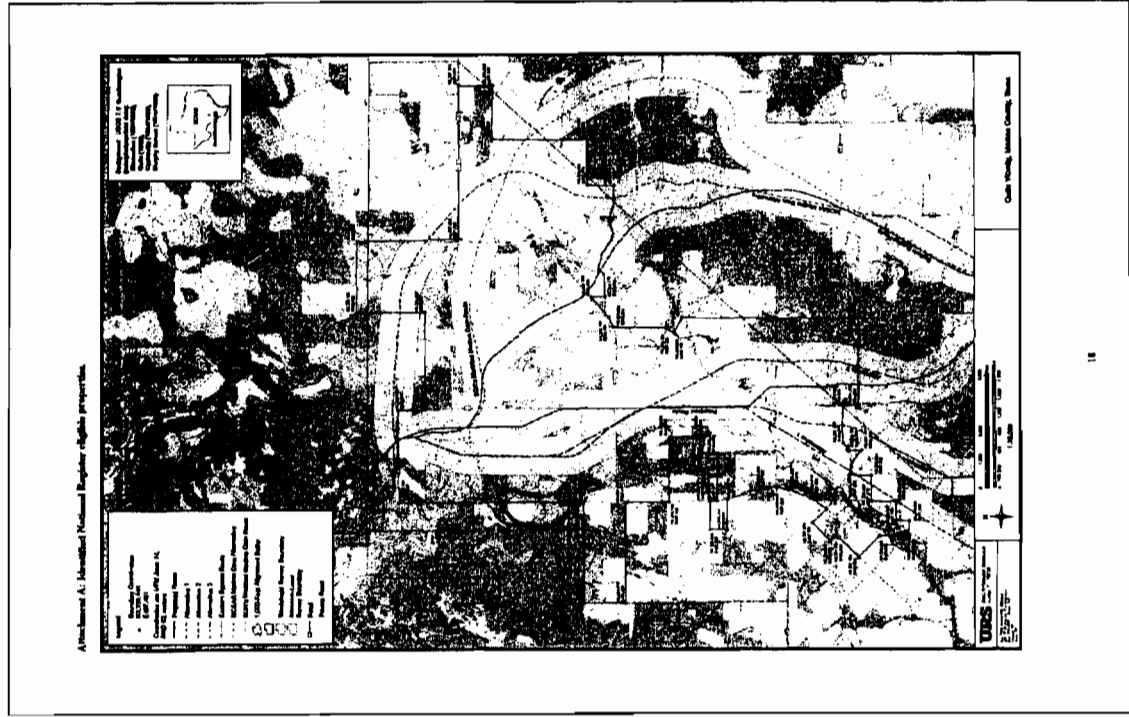
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[OTHER CONSULTING PARTIES]

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Attachment B

Professional Qualifications Standards

The following requirements are those used by the National Park Service, and have been previously published in the Code of Federal Regulations, 36 CFR Part 61. The qualifications define minimum education and experience required to perform identification, evaluation, registration, and treatment activities. In some cases, additional areas or levels of expertise may be needed, depending on the complexity of the task and the nature of the historic properties involved. In the following definitions, 1 year of full-time professional experience need not consist of a continuous year of full-time work but may be made up of discontinuous periods of full-time or part-time work adding up to the equivalent of a year of full-time experience.

History

The minimum professional qualifications in history are a graduate degree in history or closely related field, or a bachelor's degree in history or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, teaching, interpretation, or other demonstrable professional activity with an academic institution, historic organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of history.

Archaeology

The minimum professional qualifications in archaeology are a graduate degree in archaeology, anthropology, or closely related field plus:

1. At least one year of full-time professional experience or equivalent specialized training in archeological research, administration or management
2. At least four months of supervised field and analytic experience in general North American archaeology, and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the prehistoric period. A professional in historic archaeology shall have at least one year of full-time professional experience at a supervisory level in the study of archeological resources of the historic period.

Architectural History

The minimum professional qualifications in architectural history are a graduate degree in architectural history, art history, historic preservation, or closely related field, with coursework in American architectural history, or a bachelor's degree in architectural history, art history, historic preservation or closely related field plus one of the following:

1. At least two years of full-time experience in research, writing, or teaching in American architectural history or restoration architecture with an academic institution, historical organization or agency, museum, or other professional institution; or
2. Substantial contribution through research and publication to the body of scholarly knowledge in the field of American architectural history.

Architecture

The minimum professional qualifications in architecture are a professional degree in architecture plus at least two years of full-time experience in architecture, or a State license to practice architecture.

Historic Architecture

The minimum professional qualifications in historic architecture are a professional degree in architecture or a State license to practice architecture, plus one of the following:

1. At least one year of graduate study in architectural preservation, American architectural history, preservation planning, or closely related field; or
2. At least one year of full-time professional experience on historic preservation projects.

Such graduate study or experience shall include detailed investigations of historic structures, preparation of historic structures research reports, and preparation of plans and specifications for preservation projects.