

**PROGRAMMATIC AGREEMENT AMONG
5th BOMB WING,
THE NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER,
AND
THE ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING MAINTENANCE, CONSTRUCTION, DEMOLITION, ALTERATION
AND REPAIR ACTIVITIES AT MINOT AIR FORCE BASE, NORTH DAKOTA**

WHEREAS, the 5th Bomb Wing (5BW) proposes to continue to coordinate and administer an ongoing program of maintenance, construction, demolition, alteration and repair activities (Projects) on Minot Air force Base (Minot AFB); and

WHEREAS, 5BW plans to carry the Project pursuant to the Air Force Regulation, thereby making the Projects undertakings subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 U.S.C. § 470f, and its implementing regulations, 36 CFR Part 800; and

WHEREAS, 5BW has defined the area of potential effect (APE) to include the approximately 5,090 acres encompassing portions of north-central North Dakota (Appendix B); and

WHEREAS, 5BW has determined that the undertakings may have an effect on eight historic properties eligible for or listed on the National Register of Historic Places (NRHP) (Attachment C) and has consulted with the North Dakota State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800; and

WHEREAS, 5BW has consulted with federally recognized Indian tribes (Tribes) that attach traditional, religious, and/or cultural significance to Minot AFB lands that may be affected by 5BW undertakings: the Spirit Lake Tribe, Standing Rock Sioux Tribe, Three Affiliated Tribes of the Fort Berthold Reservation, North Dakota or the Mandan, Hidatsa and Arikara Nation, and the Turtle Mountain Band of Chippewa Indians of North Dakota, and has invited these Tribes to sign this Programmatic Agreement (PA) as concurring parties and they have declined; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), 5BW has notified the ACHP of its adverse effect determination providing the specified documentation, and the ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, 5BW has determined that the development of a PA, in accordance with 36 CFR § 800.14(b)(1)(ii) and (iv), is warranted because specific details on some Projects are unknown and the effects on historic properties cannot be fully determined prior to their approval, and for the routine nature of many actions that are part of the ongoing management and operation of Minot AFB; and

WHEREAS, 5BW, in June 2009, completed a Cold War inventory of buildings under Section 110 of the NHPA and 8 buildings were determined as potentially eligible for the National Register of Historic Places (NRHP); and

WHEREAS, buildings that 5BW and the SHPO have agreed are not eligible for the NRHP will not be revisited in future undertakings at Minot AFB; and

WHEREAS, this PA does not alter or address 5BW's responsibility to consider the potential effects of undertakings on properties of traditional religious and cultural significance to Tribes within the APE of this agreement; and

WHEREAS, Minot AFB's Integrated Cultural Resources Management Plan (ICRMP), as revised, establishes policies, responsibilities and procedures for the protection of historic properties including buildings and structures among other cultural resource types within Minot AFB and reflects the intent of the Air Force and Department of Defense to provide conscientious stewardship of historic properties owned or controlled by the Department of Defense; and

NOW, THEREFORE, 5BW, SHPO, and the ACHP agree that the undertaking shall be implemented in accordance with the following stipulations in order to take into account the effect of the undertaking on historic properties.

STIPULATIONS

5BW shall ensure that the following measures are carried out:

I. ROLES AND RESPONSIBILITIES

- A. The 5BW Wing Commander is responsible for ensuring that all historic properties on Minot AFB that are listed in or may be eligible for the NRHP are managed and maintained in a way that meets NHPA requirements. The 5BW Wing Commander shall designate a Cultural Resources Manager (CRM) with the authority to implement the stipulations identified in this PA. All actions performed by 5BW, or on behalf of 5BW, in compliance with the terms of this PA shall be conducted by, or under the supervision of, a qualified professional meeting the Secretary of the Interior's Professional Qualification Standards in Archaeology, History, Architecture, Architectural History, or Historic architecture, as applicable.
- B. 5BW shall maintain a list of historic properties. All historic properties will be identified by 5BW real property number, State of North Dakota site number, if available, and other identifiers, as needed. 5BW shall also maintain maps showing the location of NRHP listed or eligible historic properties.
- C. The list and maps of historic properties shall be reviewed and updated annually (no later than each period of 5 years starting from the execution date of this PA) by 5BW in consultation with the SHPO. 5BW will conduct historic property inventories, as needed, to ensure that the historic property list and maps are kept current. 5BW, in making determinations of NRHP eligibility, will consult with the SHPO and seek concurrence. Where there is no concurrence regarding NRHP eligibility, 5BW shall obtain a NRHP determination from the Keeper of the National Register in accordance with 36 CFR Part 63.

II. SECTION 106 PROJECT REVIEW PROCESS

A. Determine the Undertaking

1. The CRM shall determine if the proposed project is an undertaking as defined in 36 CFR § 800.16(y).
 - a) If the CRM determines the proposed project will not have an effect as defined in 36 CFR § 800.16(i), the CRM shall document this determination for inclusion in the Annual Report, and 5BW has no further obligations under this stipulation.
 - b) If the CRM determines that the proposed project is listed in Appendix B, the CRM shall document this determination for inclusion in the Annual Report, and 5BW has no further obligations under this stipulation.
 - c) If the CRM determines the proposed project is an undertaking not listed in Appendix B, the CRM will continue on in the Section 106 Project Review Process.

B. Define the Area of Potential Effects and Identify Historic Properties

1. The CRM shall determine and document the project APE for each specific undertaking, appropriate to the scope and scale of the undertaking, and considering direct, indirect, and cumulative effects.
2. The list and map discussed in Stipulation I will be consulted and additional surveys (i.e. for areas not previously surveyed) will be completed as appropriate.
3. Evaluation of Surveyed Cultural Resources
 - a) Surveys that identify inventoried areas with no archaeological sites, isolated features or artifacts, or other cultural resources will be defined as negative surveys.
 - (1) The CRM shall provide reports of negative surveys to SHPO. SHPO shall provide a response to 5BW negative survey determination within 30 days of receipt of all pertinent documentation. If no comments are received within that time, the CRM shall make a second attempt to contact the SHPO for comments before assuming concurrence with 5BW determinations. If 5BW and SHPO cannot resolve the issue within 30 days, then 5BW shall forward the dispute to the Keeper of the NRHP for resolution at the conclusion of the 30 day period.

- (2) The CRM shall provide reports of negative surveys to Tribes before finalizing the report. The Tribes are under no obligation to provide comments on the negative surveys; however, if they wish 5BW to consider their comments regarding the negative, Tribes should submit comments in writing within 45 days of receipt of all pertinent documentation. If Tribes identify properties of traditional religious and cultural significance and/or Traditional Cultural Properties, the CRM shall proceed to Stipulation II(B)(3)(b) in the Section 106 Project Review Process.
 - (3) A list of finalized negative survey reports will be part of the Annual Report, the CRM shall proceed to Stipulation II(B)(4) in the Section 106 Project Review Process.
- b) All newly identified cultural resources, and any previously identified but unevaluated cultural resources that could be affected by an undertaking, shall be evaluated by 5BW in accordance with 36 CFR Part 63 and bulletins, guidance, and documents produced by the National Park Service (NPS), in consultation with SHPO, and Tribes, to determine if they are historic properties.
- (1) SHPO shall provide a response to 5BW eligibility determinations within 30 days of receipt of all pertinent documentation. If no comments are received within that time, the CRM shall make a second attempt to contact the SHPO for comments before assuming concurrence with 5BW determinations. If 5BW and SHPO cannot resolve the issue within 30 days, then 5BW shall forward the dispute to the Keeper of the NRHP for resolution at the conclusion of the 30 day period.
 - (2) The Tribes are under no obligation to provide comments on the eligibility determinations; however, if they wish 5BW to consider their comments regarding the eligibility determinations, Tribes should submit comments in writing within 30 days of receipt of all pertinent documentation.
- c) 5BW shall consult with Tribes to identify properties of traditional religious and cultural significance (16 U.S.C. 470 Section 101[d][6][A]) and also potential TCP, in accordance with NPS Bulletin 38. Due to their unique nature, properties of traditional religious and cultural significance and TCP determinations will be handled on a case by case basis, respecting the desires of the Tribes affected while expediting the mission of 5BW.

4. If the CRM does not identify any historic properties within the APE the CRM shall document this determination of “No Historic Properties Affected” for those undertakings for inclusion in the Annual Report, and 5BW has no further obligations under this stipulation.
5. If the CRM identifies a historic property that may be directly, indirectly, or cumulatively affected within the APE, the CRM shall continue on in the Section 106 Project Review Process.

C. Evaluate Effects of the Undertaking

1. The CRM shall assess the effects of the proposed undertaking on historic properties, including direct, indirect, and cumulative effects, using the criteria of adverse effects (36 CFR § 800.5(a)(1)) and will make one of the following determinations:
 - a) “No Effect to Historic Properties”: if the CRM determines that historic properties present in the APE will not be affected by the undertaking, the CRM shall document this determination for those undertakings for inclusions in the Annual Report, and 5BW has no further obligations under this stipulation.
 - b) “No Adverse Effect to Historic Properties”: If the CRM determines that historic properties present in the APE will not be adversely affected by the undertaking, and the undertaking is not included in Appendix B, the CRM shall proceed to Stipulation II(C)(2).
 - c) “Adverse Effect to Historic Properties”: if the CRM determines that historic properties present in the APE will be adversely affected by the undertaking, the CRM shall proceed to Stipulation II(C)(3).
2. No Adverse Effect to Historic Properties
 - a) For those undertakings with a finding of “No Adverse Effect to Historic Properties” the CRM shall provide the SHPO and Tribes with a packet of information including, but not limited to, the following:
 - (1) project description, to include depth and amount of ground disturbance anticipated;
 - (2) APE map showing the location of the project and of any identified historic properties;
 - (3) description of the historic properties affected;
 - (4) any photos as necessary; and

- (5) finding of effect and request for concurrence on “No Adverse Effect to Historic Properties” finding from SHPO.
- b) The Tribes are under no obligation to provide comments on the effect determination; however, if they wish 5BW to consider their comments regarding the effect determination, Tribes should submit comments in writing within 30 days of receipt. If no comments are received within that time, the CRM shall make a second attempt to contact the Tribes for comments. 5BW shall take any tribal comments received into consideration before concluding the consultation and will notify the SHPO of any tribal concerns and the 5BW response to those concerns.
- c) SHPO shall provide a response to 5BW effect determination within 30 days of receipt of all pertinent documentation. If no comments are received within that time, the CRM shall make a second attempt to contact the SHPO for comments before assuming concurrence with 5BW effect determination.
 - (1) If the SHPO concurs with the “No Adverse Effect to Historic Properties” finding, the CRM shall document this concurrence for inclusion in the Annual Report, and 5BW has no further obligations under this stipulation.
 - (2) If the SHPO does not concur with the finding of “No Adverse Effect to Historic Properties,” the CRM shall consult with the SHPO for no more than a total of 30 days, or other time period as agreed to between SHPO and the CRM, upon receipt of SHPO notification of non-concurrence to attempt to resolve concerns as identified by the SHPO.
 - (a) If at the end of the 30 days, or agreed to specified time, the SHPO concurs with the finding of “No Adverse Effect to Historic Properties,” the CRM shall document this concurrence for inclusion in the Annual Report, and 5BW has no further obligations under this stipulation.
 - (b) If at the end of the 30 days, or agreed to specified time, the SHPO does not concur with the finding of “No Adverse Effect to Historic Properties”, the CRM shall notify the ACHP in accordance with Stipulation IX.

3. Adverse Effect to Historic Properties

- a) For those undertakings with a finding of “Adverse Effect to Historic Properties” the CRM shall provide the SHPO and Tribes with a packet of information including, but not limited to, the following:

- (1) project description, to include depth and amount of ground disturbance anticipated;
 - (2) APE map showing the location of the project and of any identified historic properties;
 - (3) description of the historic properties affected;
 - (4) any photos as necessary; and
 - (5) finding of effect and request for concurrence on "Adverse Effect to Historic Properties" finding from SHPO.
- b) The Tribes are under no obligation to provide comments on the effect determination; however, if they wish 5BW to consider their comments regarding the effect determination, Tribes should submit comments in writing within 30 days of receipt. If no comments are received within that time, the CRM shall make a second attempt to contact the Tribes for comments. 5BW shall take any tribal comments received into consideration before concluding the consultation and will notify the SHPO of any tribal concerns and the 5BW response to those concerns.
- c) SHPO shall provide a response to 5BW effect determination within 30 days of receipt of all pertinent documentation. If no comments are received within that time, the CRM shall make a second attempt to contact the SHPO for comments before assuming concurrence with 5BW effect determination.
- (1) If the SHPO concurs with the adverse effects finding, the CRM shall proceed to Stipulation II(D).
 - (2) If the SHPO does not concur with the finding of adverse effects, the CRM shall consult with the SHPO for no more than a total of 30 days, or other time period as agreed to between SHPO and the CRM, upon receipt of SHPO notification of non-concurrence to attempt to resolve concerns as identified by the SHPO.
 - (a) If at the end of the 30 days, or agreed to specified time, the SHPO concurs with the finding of adverse effects, the CRM shall proceed to Stipulation II(D).
 - (b) If at the end of the 30 days, or agreed to specified time, the SHPO does not concur with the finding of "Adverse Effect to Historic Properties", the CRM shall notify the ACHP in accordance with Stipulation IX.

D. Resolution of Adverse Effects

1. The CRM shall notify Consulting Parties, and the public, within 10 days of receiving the SHPO's concurrence of an adverse effect finding for an undertaking using the following process:
 - a) The CRM shall prepare and send a notification package for the Consulting Parties including a description of the undertaking, an illustration of the APE, a list of identified historic properties within the APE, the explanation for the finding of adverse effects, steps taken or considered by 5BW to avoid or minimize the adverse effects, any SHPO comments received by 5BW regarding the undertaking, an invitation to participate in a consultation to resolve adverse effects, and the proposed date for a Consulting Parties meeting.
 - b) The CRM shall post a notice of the adverse effects finding on the official 5BW website to include a description of the undertaking, a list of identified historic properties, the explanation for the finding of adverse effects, steps taken or considered by 5BW to avoid or minimize the adverse effects, any SHPO comments received by 5BW regarding the undertaking, and an invitation to provide written comment within 30 days of posting to the CRM.
 - c) Consulting Parties are under no obligation to provide comments on the effect determination; however, if they wish 5BW to consider their comments regarding the effect determination, Consulting Parties should submit comments in writing within 30 days of receipt. If no comments are received within that time, the CRM shall make a second attempt to contact the Consulting Parties for comments and if they wish to participate in the resolution of adverse effects. 5BW shall take any comments received into consideration before concluding the consultation and will notify the SHPO of any concerns and the 5BW response to those concerns.
2. The CRM shall organize a consultation meeting, to include the SHPO, 45 days after notifying Consulting Parties, to discuss alternatives to avoid, minimize, or mitigate the adverse effects. Additional meetings shall be scheduled as needed.
3. If through consultation with the SHPO and Consulting Parties the undertaking avoids adverse effects, the CRM will document the alternatives utilized in an attempt to reduce the effects of the undertaking to a no adverse effects finding in consultation and in concurrence with all participating Consulting Parties and include them in the Annual Report, and 5BW has no further obligations under this stipulation.

4. If through consultation with the SHPO and Consulting Parties the adverse effects are minimized or mitigated, then the measures agreed to by 5BW, the SHPO, and Consulting Parties can be specified in a Memorandum of Agreement in accordance with 36 CFR § 800.6(c) and filed with the ACHP upon execution.
5. The ACHP will only participate in the resolution of adverse effects for individual undertakings if a written request is received from 5BW, SHPO, or a Tribe.

III. Training

- A. The CRM, and the 5BW staff person who serves to assist or stand-in for the CRM, shall participate in CR-related training events such as provided by the ACHP. This participation shall occur at least every five years for each of these two persons, whose names will be provided to the SHPO. The specific training classes or similar training activities shall be identified by 5BW in advance of the classes/activities, with 5BW seeking from other parties to this PA mutual agreement on that training. 5BW shall provide at least 30 days prior-to-event communication on such plans to the other parties, who may provide advice on the planned training. If such advice is offered within 15 days following receipt of the plans, 5BW shall strive to be responsive to such advice.
- B. The SHPO will, if requested by 5BW, strive to provide staff, information, or other support to the base where on-base training opportunities may become identified by the SHPO or 5BW.

IV. Post Review Discoveries

- A. If potential historic properties are discovered or unanticipated effects on historic properties are found, 5BW shall address these post-review discoveries in accordance with 36 CFR § 800.13(b).
- B. All cases of post review discoveries will be documented in the Annual Report.

V. Emergency Situations

- A. Emergency situations are those deemed necessary by 5BW as an immediate and direct response to a disaster or emergency declared by the President of the United States or Governor of North Dakota, or other immediate threat to life or property. Emergency situations under this PA are only those implemented within 30 days from the declared disaster or emergency unless an extension is granted.
- B. 5BW shall notify the SHPO via telephone within 48 hours of commencing the emergency situation.
- C. 5BW shall include a summary of all emergency situations in the Annual Report.

- D. Immediate rescue and salvage operations to preserve life or property are exempt from Section 106 of the NHPA and are outside the scope of this PA.

VI. Annual Report and Review

- A. 5BW shall prepare an annual report and distribute it to all Consulting Parties, except the ACHP, within 75 days of each new fiscal year. The report shall include, but is not limited to, the following:
1. Activities performed in that fiscal year;
 2. A list of negative survey reports produced;
 3. A list of surveys with identified cultural resources;
 4. A list of newly identified historic properties (updated Attachment B);
 5. A list of undertakings that were reviewed but had no effect on historic properties;
 6. A list of undertakings that were reviewed but had no adverse effect on historic properties;
 7. A list of undertakings that had an adverse effect on historic properties along with their mitigation;
 8. A list of all post review discoveries;
 9. Proposed activities or changes;
 10. A list of any newly proposed undertakings; and
 11. Any changes 5BW might consider toward improvement in implementation of any stipulations.
- B. 5BW shall ensure that the public is made aware of the availability of the Annual Report on its website, and that interested members of the public are invited to provide comments to the 5BW.
- C. 5BW shall hold an annual meeting with the Consulting Parties, except for the ACHP, to review the implementation of this PA and any amendments that may be proposed no later than February 15th, starting 2015 and annually thereafter during the life of this PA. The meeting shall provide an opportunity to discuss the successes and shortcomings of the PA, its general implementation, and any proposed changes, including consideration of exempting activities that result in a finding of no adverse effect.

VII. Dispute Resolution

- A. Should a signatory to this PA object to any of the actions proposed or the manner in which the terms of this PA are implemented, 5BW shall consult with such party to resolve the objection. If 5BW determines that such objection cannot be resolved, 5BW shall:
1. Forward all documentation relevant to the dispute, including 5BW's proposed resolution, to the ACHP. The ACHP shall provide 5BW with its advice on the resolution of the objection within 30 days of receiving adequate documentation. Prior to reaching a final decision on the dispute, 5BW shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. 5BW shall then proceed according to its final decision.
 2. If the ACHP does not provide written comments regarding the dispute within the 30 day time period, 5BW may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, 5BW shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the PA, and provide them and the ACHP with a copy of such written response.
- B. 5BW's responsibilities to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

VIII. Amendments

- A. This PA 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.

IX. Termination

- A. If any signatory to this PA determines that its terms will not or cannot be carried out, the party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation VIII. If within 30 days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the PA upon written notification to the other signatories.
- B. Should consultation fail and the PA be terminated, 5BW shall:
1. Consult in accordance with 36 CFR § 800.14(b)(3) to develop a new PA; or
 2. Comply with 36 CFR §§ 800.3 through 800.7 with regard to each undertaking.

Anti-Deficiency Act Compliance

The stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. If compliance with the Anti-Deficiency Act alters or impairs 5BW's ability to implement the stipulations of this PA, 5BW will consult in accordance with the amendment and termination procedures found at Stipulations VIII and IX of this PA.

X. Duration

- A. This PA will remain in full force and effect for 10 years after the date of the last signatory's signature. This PA will be reviewed periodically, not less than five years from the execution of the PA. Sixty days prior to the date this PA would otherwise expire, 5BW shall consult with the signatories to determine whether the PA needs to be extended, amended, or terminated and take such actions as appropriate.

XI. Additional Federal Involvement

- A. In the event that there is additional federal involvement in the Project, that federal agency will have the option to accept the terms of this PA, without acquiring an amendment, if the federal agency signs as an invited signatory, 5BW must notify the signatories in advance of the federal agency committing to the terms of this PA.

Execution of this PA and implementation of its terms evidence that 5BW has afforded the ACHP reasonable opportunity to comment on the operations, maintenance, and development of Minot AFB, and that 5BW has taken into account the effects of the undertakings on historic properties.

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REGARDING MAINTENANCE, CONSTRUCTION, DEMOLITION, ALTERATION
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SIGNATORIES

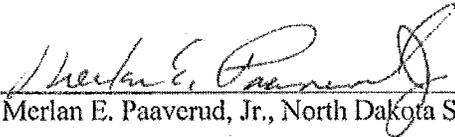
MINOT AIR FORCE BASE

By: 
Jason R. Armagost, Colonel, USAF
Commander

Date: 12 NOV 14

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NORTH DAKOTA STATE HISTORIC PRESERVATION OFFICER

By:  Date: 10-2-14
Mr. Merlan E. Paaverud, Jr., North Dakota State Historic Preservation Officer

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ADVISORY COUNCIL ON HISTORIC PRESERVATION

By: John M. Fowler
Mr. John M. Fowler, Executive Director

Date: 4/28/14

APPENDIX A

The following definitions apply throughout this PA:

- **Adverse effect** means an activity that may alter, directly or indirectly, any of the characteristics of a historic property that qualify the property for inclusion in the National Register in a manner that would diminish the historic integrity of the property's location, design, setting, materials, workmanship, feeling, or association.
- **Contributing property** means any property that is integral to a historic district because of its association with the district's location, period of significance, and historic context. A non-contributing property is one that is not integral to a historic district and does not share these associations.
- **Historic American Building Survey (HABS), Historic American Engineering Record (HAER), and Historic American Landscape Record (HALS)** means the National Park Service programs dedicated to recording and archiving information on the nation's historic buildings, structures, engineered, and landscaped features. The level of documentation needed to produce a comprehensive record will vary depending on the significance and complexity of the property being recorded.
- **Historic property** means any prehistoric or historic district, site, building, structure, or object listed in, or eligible for listing in, the National Register (36 CFR Part 800.16 (l)). This term includes any property that contributes to the NRHP eligibility of an historic district.
- **Historic integrity** means the aspects of location, design, setting, materials, workmanship, feeling, and association that are necessary to convey the significance of a historic property.
- **In-kind replacement** means a replacement that matches the original in design, color, texture, and materials and that is installed in the same location.
- **National Register of Historic Places (NRHP)** is maintained by the Secretary of the Interior. The term eligible for inclusion in the NRHP includes both properties formally determined as such, in accordance with regulations of the Secretary of the Interior, and all other properties that meet the NRHP criteria.
- **Rehabilitation** means the retention and repair of historic materials, features, finishes, spaces, and spatial relationships that, together, give a property its historic character. For the purpose of this PA, the term "rehabilitation" shall include construction activities commonly referred to as "remodeling and "renovation."
- **Treatment** means any measure to avoid, minimize or mitigate the adverse effects of an undertaking on historic properties.
- **Undertaking** means any activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a

Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval (36 CFR Part 800.16(y)). For the purposes of this PA, the terms "actions" or "activities" mean undertaking.

APPENDIX B

Area of Potential Effect



APPENDIX C

List of buildings, structures, and historic properties

Bldg. #	Purpose	Location	Owning Org.
690	Minuteman III Training Facility	Minuteman Drive	91 st MOS
879	Administration Facility	Flight Line Drive	54 th Helicopter Squadron
1119	Maintenance Facility	WSA	705 MUNS
1120	Munitions Storage	WSA	5 MUNS
1124	Munitions Storage	WSA	5 MUNS
1126	Munitions Storage	WSA	5 MUNS
1160	Munitions Storage	WSA	5 MUNS
1175	Munitions Storage	WSA	5 MUNS

APPENDIX D

EXEMPTED ACTIONS

The categories of undertakings listed below have been determined by 5BW, the SHPO, and the ACHP to meet the criteria for exemption; i.e., they qualify as undertakings, but will have no effect on historic properties, or their potential effects will not be adverse. An undertaking of one or more of the types listed below will not require further Section 106 review with SHPO, so long as the undertaking is limited to the types listed below, and is not a part of another undertaking. In addition, if at any time in the course of the undertaking information becomes available that would make this procedure inapplicable, including but not limited to the discovery of historic properties or human remains, Section 106 review or NAGPRA protocol shall be initiated by 5BW in accordance with Stipulation V or VI of this PA.

I. Routine maintenance

- A. Repainting (provided that surface preparation does not damage, erode or otherwise disfigure historic building materials).
- B. Repair or replacement in-kind of less than 5% of total historic materials, finishes, and features.
- C. Removal or in-kind replacement of non-historic materials, finished and features.
- D. Removal of non-original intrusive surface applied elements such as exterior wall mounted conduits, pipes wiring and junction boxes.
- E. Replacement or installation of caulking and weather-stripping around windows, doors, walls and roofs.
- F. Repair or replacement in-kind of deteriorated or damaged trim, hardware, gutters, steps, roofing surface materials, roofs, or parts of a roof, and window or door screens.
- G. Replacement of glass, which shall in no case alter existing window material or form, and which may allow for the placement of double or triple glazed windowpanes with clear glazing, but shall not allow for the placement of tinted glass.

Maintenance of frames, paneled or decorated jambs or moldings through surface treatments such as cleaning, rust removal, paint removal, and re-application of protective coating systems, which shall not include sandblasting for cleaning surfaces or removing rust and high pressure water cleaning.

II. Other Maintenance Activities

The installation and maintenance of new security and fire protection equipment and materials, including fire detection systems, fire suppressant systems, security systems and security devices such as dead bolts, door locks, window latches, and door peepholes

III. Other Maintenance Activities

- A. The installation and maintenance of new security and fire protection equipment and materials, including fire detection systems, fire suppressant systems, security systems and security devices such as dead bolts, door locks, window latches, and door peepholes.

IV. Interior Maintenance

- A. Interior maintenance, repair, or alteration of historic properties unless Minot AFB and SHPO determine that the interior of a historic property contributes to its NRHP eligibility and the proposed undertaking may affect the property's interior. Under these circumstances, Minot AFB will consult the SHPO prior to initiating the undertaking.

V. Landscaping and Lawn Maintenance and/or Repair

- A. Normal mowing, pruning, shearing, watering and feeding;
- B. Limb or whole removal of character defining vegetation, shrubs, or trees determined to be a safety hazard;
- C. Removal and replacement in-kind of character defining vegetation, shrubs or trees; and
- D. Maintenance and replacement in-kind of planters, flowerbeds, sidewalks, walkways, fences, freestanding signage, and other character defining hardscape features.

VI. For the purposes of the PA, notwithstanding the above, the following types of activities shall not be considered routine maintenance when involving historic materials, finishes, and feature of historic properties:

- A. Masonry cleaning and repair;
- B. Replacement of deteriorated materials, finishes, and features with elements that do not conform to the Standards and Guidelines;
- C. Applications of nontraditional or historically inappropriate masonry coatings, including the painting of previously unpainted historic masonry, masonry consolidates, and waterproof/water repellent coatings; and
- D. Replacement of deteriorated materials, finishes, and features which comprise more than 5% of the total area of a historic property.