

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA
COUNTY, TEXAS**

Executed December 18, 2015
And Amended and Executed August , 2016

WHEREAS, the Surface Transportation Board (STB) administers the Interstate Commerce Act, as amended, and, in connection with rail construction projects, is responsible for complying with the National Environmental Policy Act (NEPA), 42 U.S.C. § 4321 *et seq.*, and the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108; and

WHEREAS, Southwest Gulf Railroad Company (SGR) filed a petition with the STB on February 27, 2003, in Finance Docket No. 34284, requesting an exemption from 49 U.S.C. § 10901 seeking authority to construct and operate approximately 9 miles of single-track railroad from a planned Vulcan Construction Materials, LP limestone quarry to a connection with the Union Pacific Railroad Company rail line near Dunlay in Medina County, Texas (Project); and

WHEREAS, the STB issued a Draft Environmental Impact Statement (DEIS) on November 5, 2004, a Supplemental Draft Environmental Impact Statement (SDEIS) on December 8, 2006, and a Final Environmental Impact Statement (FEIS) on May 30, 2008 in *Finance Docket No. 34284 Southwest Gulf Railroad Company - Construction and Operation Exemption, Medina County, TX*, that assessed eight alternatives and one modified alternative; and

WHEREAS, the STB issued the final decision approving the proposed rail line construction on December 18, 2008, and adopting three of the Eastern Routes as the environmentally preferred routes, subject to 81 environmental mitigation measures, including the terms of the Programmatic Agreement (Original PA) developed in consultation with the Advisory Council on Historic Preservation (Council), and the Texas State Historic Preservation Office (SHPO); and

WHEREAS, the Original PA executed on April 4, 2008 expired on April 4, 2013; and

WHEREAS, in May 2015, SGR advised the STB of its intent to begin constructing the Modified Eastern Bypass Route (the build alternative), one of the three environmentally preferred routes; and

WHEREAS, the STB is amending and updating the expired Original PA to reflect the changed circumstances since the Original PA was executed, including eliminating discussion of the other previously approved routes and considering only the Modified Eastern Bypass Route (Agreement or PA); and

WHEREAS, this PA replaces the expired Original PA; and

WHEREAS, construction of the build alternative may adversely affect the Upper Quihi Rural Historic District and other historic properties that may be eligible for inclusion in the National Register and the STB has consulted with the Council and the SHPO, pursuant to Section 800.14(b) of the regulations (36 C.F.R. Part 800) implementing Section 106 of the NHPA; and

WHEREAS, SGR participated in the consultation of the expired PA and has an interest in continuing to participate in the consultation process and, pursuant to 36 C.F.R. § 800.6(c)(2)(iii), is invited to be a signatory party in this PA to help guide the process in assessing and mitigating any adverse effects that the rail line construction and operation may have on historic and cultural resources; and

WHEREAS, SGR has hired HDR, Inc., a nationally recognized engineering consulting firm that is qualified under the Secretary of the Interior's Standards, to prepare and update the required archaeological and historic assessments along the area of potential effects (APE) of the build alternative;¹ and

WHEREAS, the Comanche Nation of Oklahoma; the Mescalero Apache Tribe; the Wichita and Affiliated Tribes of Oklahoma; and the Kiowa Tribe of Oklahoma have participated as consulting parties on the Project and have been invited to concur with this PA; and

WHEREAS, the STB has identified other federally recognized tribes that have ancestral connections to the project area including: the Alabama-Coushatta Tribe of Texas; the Alabama-Quassarte Tribal Town; the Apache Tribe of Oklahoma; the Caddo Nation; the Cherokee Nation of Oklahoma; the Choctaw Nation of Oklahoma; the Coushatta Tribe of Louisiana; the Delaware Nation; the Kialegee Tribal Town; the Kickapoo Traditional Tribe of Oklahoma; the Kickapoo Traditional Tribe of Texas; the Poach Band of Creek

¹ The area of potential effects or APE is defined at 36 C.F.R. § 800.16(d) as "the geographic area or areas within which an undertaking may directly or indirectly cause alterations in the character or use of historic properties, if any such properties exist."

Indians; the Quapaw Tribe of Oklahoma; the Seminole Nation of Oklahoma; the Thlophlocco Tribal Town; the Tonkawa Tribe of Oklahoma; the Tunica-Biloxi Tribe of Louisiana; and the United Keetoowah Band of Cherokee Indians and has invited them to concur with this PA; and whereas, to date, no tribes have indicated an interest in participating in the project; and

WHEREAS, the Medina County Historical Commission; the Quihi and New Fountain Historical Society; the Schweers Historical Foundation; the Tap Pilam Nation; the Coahuilteco Research Associates; and the Medina County Environmental Action Association (MCEAA) have participated as consulting parties in this Project and have been invited to concur with this PA; and

WHEREAS, the STB has identified other parties that have expressed an economic or preservation interest in the project and has invited them to concur with this PA;

WHEREAS, the definitions in 36 C.F.R. Part 800 are applicable throughout this Agreement;

WHEREAS, STB will ensure the implementation of the following stipulations in coordination with SGR;

NOW THEREFORE, the STB, the Council, the SHPO and SGR agree that this Agreement for the Project shall be implemented in accordance with the following stipulations:

Stipulations

The STB, in coordination with SGR, shall ensure that the following measures are carried out for the build alternative:

I. Area of Potential Effects (APE)

- A. The corridor APE will encompass 1000 feet on either side of the right-of-way for indirect effects and 300 feet on either side of the right-of-way for direct effects.
- B. At the end of the preliminary design phase for construction of the railroad, the STB will consult with SGR and the SHPO to determine how the APE should be adjusted to reflect any changes to the design and actual limits of disturbance. This process will be completed in accordance with Stipulation VI.A of this Agreement,

II. Identification and Evaluation of Historic Properties

- A. Prior to construction of the build alternative, SGR will retain qualified personnel as defined in Stipulation V of this Agreement. Qualified personnel of the

appropriate profession will conduct such archeological and architectural surveys within the APE as may be necessary to supplement the surveys undertaken in connection with, and appended as part of, the SDEIS to locate archeological sites, buildings or other structures, objects, districts, traditional cultural properties (TCP), 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"); and
 2. 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 C.F.R. § 800.4(b)(1).
 3. Prior to any field survey(s), SGR in consultation with the STB, SHPO, and any interested and affected Tribes, as appropriate, will develop a scope of work for undertaking any survey under this stipulation. The STB, after seeking comments from the SHPO and Tribes, as appropriate, must approve the scope of work prior to the initiation of fieldwork; and
 4. Any archeological sites, buildings or other structures, objects, TCP, or districts located during the survey(s) will be evaluated or re-evaluated for their individual eligibility for listing in the National Register in accordance with 36 C.F.R. § 800.4. If the identified site, building, structure, object, TCP, or District is located within the Upper Quihi Historic District, then it will be evaluated or reevaluated for its association with and contribution to the applicable District(s).
- 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:
 - 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 make determinations of eligibility in a manner consistent with 36 C.F.R. § 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 archeological sites, buildings, structures, objects, cultural or historic landscapes, TCPs or districts determined to be individually eligible for listing in the National Register or contributing elements in the Upper Quihi Historic District shall be assessed by the STB in consultation with the SHPO using the Criteria of Adverse Effect, as described at 36 C.F.R. § 800.5.
- 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. 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;

- 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 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 affect an historic property or archeological resource, SGR will develop, in consultation with the STB and the SHPO, an effects resolution plan (Resolution Plan) developed in accordance with 36 C.F.R. § 800.6 that will include, but not be limited to, the following:
 - 1. Strategies proposed to avoid, minimize or mitigate effects of the undertaking, with an emphasis on avoiding, where possible;
 - 2. Consideration of measures identified by federally recognized Tribes for avoidance or mitigation of adverse effects to properties that are determined to be significant for their traditional cultural values; and
 - 3. 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 an individual historic property where feasible, and/or monitoring of archeological or tribal historic properties by archeologists or Tribal representatives.
- C. The STB will consult with the consulting parties regarding the development of procedures for ensuring ongoing Public involvement for the project;
- D. 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:
 - 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 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 other consulting parties, including the Tap Pilam 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.
- E. SGR will develop, in consultation with the STB and the SHPO, an archeological data recovery plan that addresses all the above points and will be incorporated as part of the Resolution Plan. The data recovery plan shall be consistent with the Secretary's Standards and take into account the Council's publication, *Treatment of Archaeological 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. STB shall make the outcome of the data recovery plan available to the Texas Beyond History web site.
- F. In regard to buildings and other structures, objects, TCPs 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.

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 sound rail engineering, relocating the railroad alignment(s) as far from the historic properties as possible and/or following existing roads, drives, fence lines etc.
- G. Prior to the finalization of the Resolution Plan, SGR will submit its preliminary 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.
- H. STB will circulate the Resolution Plan report for review and comment by consulting parties, as appropriate, per Stipulation VI.A of this Agreement.
- I. STB, in consultation with SGR, federally recognized Tribes, and the SHPO will finalize the Resolution Plan and ensure that, once approved, it becomes part of the Agreement and that its terms are carried out. The STB will provide copies of the final Resolution Plan to all consulting parties.
- J. 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 as verified by the STB in consultation with the SHPO.

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 A.

VI. Monitoring & Reporting

- A. All of the reports generated under the terms of this Agreement (including the 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 to comment on the draft report. After considering all comments submitted, OEA will determine whether any additional information or revisions are appropriate, and SGR shall modify the draft report in accordance with OEA's determination. 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. Every six months following the execution of the Agreement until it expires or is terminated, SGR shall provide the STB, the SHPO, federally recognized Tribes, and STB-approved consulting parties, a 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. Unanticipated Discoveries

- A. Procedures for Unanticipated Discoveries of Cultural Resources and Historic Properties.
 1. In the event that any unreported or unanticipated archaeological sites or cultural resources are discovered or unanticipated effects on historic properties occur during construction, SGR shall:
 - a. immediately cease all work within 200 feet in all directions;
 - b. clearly mark the area of discovery;
 - c. implement interim security measures to protect the discovery from looting and vandalism; and

- d. notify the STB, federally recognized Tribes, the SHPO, and SGR pursuant to 36 C.F.R. § 800.13(a)(3).
2. Upon notification of the discovery, STB shall consult with the Council, the SHPO, and federally recognized Tribes to determine the National Register eligibility of the discovery, pursuant to 36 C.F.R. § 800.4 (c)(1), and whether appropriate mitigation measures, such as protection in place or archaeological data recovery plans, are necessary.
 - a. STB, in consultation with the Council, the SHPO and appropriate federally recognized Tribes, will have 30 calendar days following notification to determine the National Register eligibility. STB may assume the newly discovered property to be eligible for the National Register.
 - b. If the find is determined to be potentially significant to any federally recognized Tribe, STB will consult with the Council, the SHPO, SGR, and appropriate federally recognized Tribes regarding appropriate measures for site treatment pursuant to 36 C.F.R. § 800.6(a). Once presented, the SHPO and the federally recognized Tribes will have 30 calendar days to provide their objections or concurrence on the proposed actions. Mitigation measures may include:
 - i. formal archaeological evaluation of the site;
 - ii. visits to the site by the SHPO and/or appropriate Tribes; and/or
 - iii. preparation and implementation of a mitigation plan by STB in consultation with federally recognized Tribes for approval by the SHPO.
3. In the event that any human remains are discovered, SGR shall be responsible for compliance with the Texas Health and Safety Code (Title 8, Chapters 711–714), and all other applicable laws, and shall provide immediate proof of these actions to the STB. Should the appropriate law enforcement official determine that the discovered human remains are less than 50 years old, the discovery will not be recorded as an archaeological site, and the coroner shall take responsibility for the remains. Though consultation with Indian tribes is not legally required under the Health and Safety Code, the Texas Historical Commission (THC) encourages consultation in the event of intentional or inadvertent discoveries of human remains and funerary objects to ensure that these items are dealt with properly and respectfully. The excavation of human remains will be conducted with the assistance of a physical anthropologist and will follow guidance from the SHPO and federally recognized Tribes. The excavation, handling, and processing of any such human remains and associated funerary objects, sacred objects, or objects of cultural patrimony shall be in accordance with the SHPO instructions. The curatorial facility that

will house the collections will be subject to the Native American Graves Protection and Repatriation Act (NAGPRA) and will handle the coordination under NAGPRA applicable to such remains and artifacts found in the APE.

- B. In the event of any unanticipated discoveries, SGR shall ensure that a report on the archaeological investigations conducted pursuant to this "Unanticipated Discoveries" section is provided to the Council, the SHPO and the STB, and upon request to other interested parties.
- C. Any report on unanticipated discoveries shall follow (1) procedures for the processing, analysis, and curation of collected materials as described in the Advisory Council's Handbook Treatment of Archaeological Properties, Part 111 of the Secretary of the Interior's Guidelines, and (2) currently accepted standards for the analysis and curation of archaeological remains.

VIII. Emergency Situations

Should an emergency situation occur that represents an imminent threat to public health or safety, a natural disaster, or creates a hazardous condition, the STB shall immediately consult with SGR to develop alternative measures to relevant Stipulations in this Agreement, and notify the SHPO and Council of the situation and measures used to remedy the emergency. In the event the SHPO and Council wish to provide technical assistance, they shall submit comments to the STB within 7 days of notification, if the emergency situation allows for such coordination. STB shall notify consulting parties of the emergency changes within 7 days following the SHPO's or Council's response.

IX. 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 C.F.R. Part 79 and in consultation with the STB and the SHPO. Materials, if 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 C.F.R. 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.

X. Dispute Resolution

Should any signatory to this Agreement object in writing 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:

1. Forward all documentation relevant to the dispute to the Council in accordance with this Agreement. 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.
2. 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.
3. Notwithstanding the above, disputes concerning site eligibility shall be referred for resolution to the Keeper of the National Register.
4. 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.

XI. 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, including but not limited to the consulting parties the STB shall consult further with the Council and SHPO, as needed, in an attempt to resolve any appropriate objection within a period of 30 calendar days. If the objection cannot be resolved within the 30 day period, the STB and SGR shall continue with implementation of the project and this PA.

XII. 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 C.F.R. Part 800.14.

XIII. 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 C.F.R. § 800.7(a) and proceed accordingly.

XIV. Expiration

- A. The term of this Agreement shall be ten (10) years from the date of initiating construction of the rail line unless terminated earlier pursuant to Stipulation XIII. If construction is expected to extend beyond this timeframe, SGR shall notify the STB six months prior to this Agreement's expiration that more time is needed for project completion, and develop an Amendment to the Agreement with signatories in accordance with Stipulation XII. SGR shall notify the Council, the STB, and the SHPO when construction ends and operation begins.
- B. EXECUTION of this Agreement by the STB, the Council, and the SHPO and implementation of its terms is 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.

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Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

SIGNATORY PARTIES:

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By John M. Fowler Date: 8/12/16

Printed Name: JOHN M. FOWLER

Title: EXECUTIVE DIRECTOR

SURFACE TRANSPORTATION BOARD

By Victoria Rutson Date: Aug 4, 2016

Printed Name: Victoria Rutson

Title: Director, Office of Environmental Analysis

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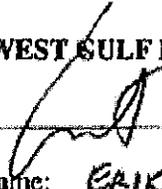
SIGNATORY PARTIES:

TEXAS STATE HISTORIC PRESERVATION OFFICER

By  Date: 8/3/16
Printed Name: Mark Wolfe
Title: Exec. Dir.

INVITED SIGNATORY PARTY:

SOUTHWEST GULF RAILROAD

By  Date: 08-01-2016
Printed Name: ERIK T. REMMERT
Title: VICE PRESIDENT

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CONCURRING PARTIES:

ERNA BALZEN and JOE BALZEN

By _____ Date: _____

Printed Name: _____

Title: _____

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CONCURRING PARTIES:

JERRY JOHNSTON

By _____ Date: _____

Printed Name: _____

Title: _____

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CONCURRING PARTIES:

MEDINA COUNTY ENVIRONMENTAL ACTION ASSOCIATION

By _____ Date: _____

Printed Name: _____

Title: _____

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TEXAS**

CONCURRING PARTIES:

GLENN LINDSEY and CYNTHIA LINDSEY

By _____ Date: _____

Printed Name: _____

Title: _____

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TEXAS**

CONCURRING PARTIES:

LYN SCOTT and JACQUELINE CONRAD

By _____ Date: _____

Printed Name: _____

Title: _____

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CONCURRING PARTIES:

DONALD BERALEK and SHERRIE BERALEK

By _____ Date: _____

Printed Name: _____

Title: _____

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CONCURRING PARTIES:

JUDY DITTMAR and MELVIN DITTMAR

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

CODY GLASSCOCK

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

MEDINA COUNTY HISTORICAL COMMISSION

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

EDWARD L. SAIERS

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

QUIHI AND NEW FOUNTAIN HISTORICAL SOCIETY

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

GREATER EDWARDS AQUIFER ALLIANCE

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

LP LANDRUM

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

RICHARD FOURNIER

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

NANCY CULPEPPER and RICHARD CULPEPPER

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

RUTH M. DAVIS

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
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SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

DOTTIE SINGLETON

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
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SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

STEVE LAPP and BARBARA LAPP

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

EDWIN WISSMANN and JANEL WISSMANN

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

JAMES DITTMAR and DONNA DITTMAR

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

MICHAEL BEERS and NANCY BEERS

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

GERALD PERKIS and JULIE PERKIS

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

COMANCHE NATION OF OKLAHOMA

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

MESCALERO APACHE TRIBE

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

WICHITA AND AFFILIATED TRIBES OF OKLAHOMA

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

KIOWA TRIBE OF OKLAHOMA

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
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THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
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SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

DR. THOMAS HESTER

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

COAHUILTECO RESEARCH ASSOCIATES

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

TAP PILAM NATION

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

SCHWEERS HISTORICAL FOUNDATION

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
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SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

MADELYN SCHOTT

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
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SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

HAROLD VOIGT and SHIRLEY VOIGT

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
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SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

LESTER LANDRUM and JOYCE LANDRUM

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

REVEREND STEPHEN SCHUR

By _____ Date: _____

Printed Name: _____

Title: _____

PROGRAMMATIC AGREEMENT

Among

**THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,
THE SURFACE TRANSPORTATION BOARD,
THE TEXAS STATE HISTORIC PRESERVATION OFFICER,
AND
SOUTHWEST GULF RAILROAD**

Regarding

**SOUTHWEST GULF RAILROAD COMPANY CONSTRUCTION AND
OPERATION OF THE PROPOSED SINGLE-TRACK RAILROAD IN MEDINA COUNTY,
TEXAS**

CONCURRING PARTIES:

ALVIN M. SAATHOFF

By _____ Date: _____

Printed Name: _____

Title: _____

Attachment A

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 C.F.R. 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, a 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.

Archeology

The minimum professional qualifications in archeology are a graduate degree in archeology, 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 archeology, and
3. Demonstrated ability to carry research to completion.

In addition to these minimum qualifications, a professional in prehistoric archeology 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 archeology 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.

Tribal members who act as experts for their Tribes for the purposes of this project (i.e. as monitors or consultants) are not required to meet the Secretary of the Interior's standards.