

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
42  
43  
44  
45  
46  
47

**PROGRAMMATIC AGREEMENT  
BETWEEN  
THE NATIONAL PARK SERVICE  
AND  
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE  
REGARDING THE  
AMENDMENT TO THE PROGRAM OF PRESERVATION AND UTILIZATION  
AND THE PROPOSED REVITALIZATION PROJECT  
FOR THE LOWER POST OF FORT SNELLING AT BDOE**

**WHEREAS**, Fort Snelling is a former military reservation located in an unincorporated area of Hennepin County in Minnesota near the confluence of the Mississippi and Minnesota Rivers; and

**WHEREAS**, by quit claim deeds dated October 27, 1961 and October 1, 1969, the United States of America (United States) acting by and through the Secretary of the Interior (Secretary) deeded two (2) parcels, 0.9 and 21.25 acres respectively—hereafter referred to as the “Lower Post”—of Fort Snelling to the State of Minnesota (State) for Historic Monuments Purposes, and the United States retained certain administrative responsibility and authority for the Lower Post; and

**WHEREAS**, the transfers were documented by two deeds each subject to a Program of Utilization (PU), which outlined the State’s plan for preservation and use of the Lower Post and became restrictive covenants to the deeds; and

**WHEREAS**, in accepting the Lower Post as Federal surplus property through the Historic Monuments Program, authorized by 40 U.S.C. § 484(k)(3) and 41 CFR § 101-47-308.3 and hereafter referred to as the Historic Surplus Property Program (HSPP), the State agreed to preserve and maintain the Lower Post in perpetuity for historic preservation purposes; and

**WHEREAS**, to reflect updates to the HSPP, a corrective claim deed dated March 15, 1999 affirmed restrictions from the prior deeds and provided for leasing arrangements that are consistent with the PU and approved in writing by the Secretary; and

**WHEREAS**, the National Park Service provides oversight for parcels transferred through the HSPP for adherence to their PUs and to ensure resource treatments follow the *Secretary of the Interior’s Standards for the Treatment of Historic Properties* (Secretary’s Standards) and *Guidelines for Preserving, Rehabilitating, Restoring & Reconstructing Historic Buildings* and *Guidelines for the Treatment of Cultural Landscapes* (Secretary’s Guidelines); and

**WHEREAS**, the Lower Post is located near the confluence of the Mississippi and Minnesota Rivers—known to the Dakota as *Bdote*—which is a place of significance to many Dakota, especially to those who consider it their place of origin; and

**WHEREAS**, given Fort Snelling’s role in western expansion and implementing U.S. Indian Policy, including the stockaded camp where approximately 1,600 Dakota were imprisoned following the U.S.-Dakota War of 1862, it is also a place of complex relations and tragedy; and

48       **WHEREAS**, the Ojibwe and the United States signed the White Pine Treaty near Fort  
49 Snelling in July 1837, which ceded millions of acres of land and timber in what is today Minnesota  
50 and Wisconsin. The Ojibwe retained the right to hunt, fish, and gather in the ceded territory and  
51 continued to travel to Fort Snelling to trade and pick up annuities at the St. Peters Agency; and  
52

53       **WHEREAS**, Fort Snelling served the U.S. military for more than 120 years, through  
54 conflicts at home and abroad, and tens of thousands of Minnesotans started their military service  
55 within its walls; and  
56

57       **WHEREAS**, Fort Snelling embodies a diverse range of stories associated with United States  
58 military history, from its early days as a frontier post and Indian Agency to the African-American  
59 stories of Dred and Harriet Scott and the Buffalo Soldiers to the stories of Japanese Americans who  
60 served in the Military Intelligence Service Language School; and  
61

62       **WHEREAS**, after Fort Snelling was decommissioned in October 1946, the Lower Post was  
63 transferred to the Veterans Administration and continued to serve veterans as a hospital annex and  
64 outpatient clinic until 1989; and  
65

66       **WHEREAS**, 2020 marks the bicentennial of the laying of the original cornerstone of Fort  
67 Snelling, and the MNHS sees the anniversary as an opportunity to rethink the vision for the Lower  
68 Post, to reinvest in the stewardship of its natural and cultural resources, and to connect more people  
69 to the stories it has to tell; and  
70

71       **WHEREAS**, the Lower Post was established as a state historic site known as “Historic Fort  
72 Snelling” and is managed and administered for the State by the Minnesota Historical Society  
73 (MNHS); and  
74

75       **WHEREAS**, the MNHS has requested to amend the PUs for the site, which are now called  
76 and will hereafter be referred to as the Program of Preservation and Utilization (PPU), to more  
77 accurately reflect current conditions, to incorporate what is learned through consultation, and to  
78 provide for the proposed revitalization project, which generally includes demolition of a 1970s  
79 underground visitor center, preservation of Building 17, rehabilitation of Buildings 18 and 22 to  
80 accommodate visitor services, and rehabilitation of the landscape; and  
81

82       **WHEREAS**, the amendment to the PPU requires the approval of the Secretary and is  
83 considered a Federal action with the potential to cause effects on historic properties. As such, the  
84 amendment to the PPU along with the proposed revitalization project and any reasonably  
85 foreseeable rehabilitation, modification, and adaptive reuse of buildings constitute an  
86 “Undertaking” within the meaning of 54 U.S.C. § 300320 and 36 CFR § 800.16(y) that must be  
87 reviewed pursuant to Section 106 of the National Historic Preservation Act (NHPA) of 1966, as  
88 amended (54 U.S.C. § 306108); and  
89

90       **WHEREAS**, pursuant to 54 U.S.C. §§ 100102(1), (3), 200316, the National Park Service  
91 (NPS) has been designated by the Secretary as the “Agency Official” and designee of the Secretary  
92 responsible for compliance with Section 106 of the NHPA and 36 CFR § 800.16(u); and  
93  
94

95       **WHEREAS**, Section 110(f) of the NHPA, 54 U.S.C. § 306107, provides that “prior to the  
96 approval of any Federal undertaking that may directly and adversely affect any National Historic  
97 Landmark (NHL), the head of the responsible Federal agency shall to the maximum extent possible  
98 undertake such planning and actions as may be necessary to minimize the harm to the landmark”;  
99 and

100  
101       **WHEREAS**, the Minnesota State Historic Preservation Office (SHPO) is authorized to  
102 administer the State Historic Preservation Program and applicable provisions of the NHPA,  
103 pursuant to 54 U.S.C. § 302303 and Minnesota Statute § 138.081, and is responsible for advising,  
104 assisting, reviewing, and consulting with Federal Agencies as they carry out their historic  
105 preservation responsibilities and to respond to Federal agencies’ requests; and

106  
107       **WHEREAS**, the NPS, in consultation with the SHPO and Consulting Parties, has  
108 determined the Area of Potential Effects (APE) for the Undertaking as documented in Appendix A;  
109 and

110  
111       **WHEREAS**, the APE may be further refined as a result of additional consultation and as  
112 plans for the proposed revitalization project are further developed; and

113  
114       **WHEREAS**, the Lower Post, a contributing element to the Fort Snelling Historic District  
115 which is listed in the National Register of Historic Places (NRHP) and is also designated as an  
116 NHL, is an identified historic property located within the APE; and

117  
118       **WHEREAS**, 36 CFR § 800.14(b)(1)(ii) authorizes the NPS, in consultation with the SHPO,  
119 to enter into a Programmatic Agreement (Agreement) with non-federal parties, setting forth  
120 procedures to implement Section 106 of the NHPA for complex projects when the effects on  
121 historic properties cannot be fully determined prior to approval of an undertaking; and

122  
123       **WHEREAS**, the NPS has determined that the Undertaking is a complex project meeting the  
124 requirements for a Programmatic Agreement and that its effects on historic properties cannot be  
125 fully determined prior to its approval; and

126  
127       **WHEREAS**, the NPS has consulted with the SHPO in the preparation of this Agreement  
128 pursuant to 36 CFR Part 800; and

129  
130       **WHEREAS**, pursuant to 36 CFR § 800.2(c)(2)(ii), the NPS has notified twenty-two (22)  
131 federally recognized Indian Tribes, including the Bois Forte Band of Chippewa (Nett Lake and  
132 Vermillion), the Cheyenne River Sioux Tribe, the Crow Creek Sioux Tribe, the Flandreau Santee  
133 Sioux Tribe, the Fond du Lac Band of Lake Superior Chippewa, the Fort Peck Assiniboiné and  
134 Sioux Tribe, the Grand Portage Band of Chippewa, the Ho-Chunk Nation of Wisconsin, the Iowa  
135 Tribe of Kansas and Nebraska, the Leech Lake Band of Ojibwe, the Lower Sioux Indian  
136 Community, the Mille Lacs Band of Ojibwe, the Prairie Island Indian Community, the Red Lake  
137 Band of Chippewa Indians, the Rosebud Sioux Tribe, the Santee Sioux Nation, the Shakopee  
138 Mdewakanton Sioux Community, the Sisseton-Wahpeton Oyate, the Spirit Lake Tribe, the Upper  
139 Sioux Community, the White Earth Band of Ojibwe, and the Winnebago Tribe of Nebraska, of the  
140 Undertaking and invited the same to participate in government-to-government consultation  
141 regarding the Undertaking and in the development of this Agreement; and

**WHEREAS**, the Crow Creek Sioux Tribe, the Flandreau Santee Sioux Tribe, the Ho-Chunk Nation, the Lower Sioux Indian Community, the Mille Lacs Band of Ojibwe, the Rosebud Sioux Tribe, the Santee Sioux Nation, the Shakopee Mdewakanton Sioux Community, the Sisseton-Wahpeton Oyate, the Upper Sioux Community, and the Prairie Island Indian Community have formally expressed interest in participating in the development of this Agreement; and

**WHEREAS**, the NPS will continue to consult with tribes that attach religious and cultural significance to historic properties that may be affected by the undertaking. Consultation may be initiated by the federal agency or individual tribes and is not limited to those tribes that may have participated in the development of this PA; and

**WHEREAS**, pursuant to 36 CFR § 800.2(c)(4), the MNHS, as the applicant for the amendment to the PPU with specific roles and responsibilities in the carrying out of this Agreement, has been invited to sign the Agreement; and

**WHEREAS**, pursuant to 36 CFR § 800.2(c)(5), the Dakota Community Council, the Friends of Fort Snelling, the Minnesota Department of Natural Resources, the National Trust for Historic Preservation in the United States, and the Pilot Knob Preservation Association have also formally expressed interest in participating in the development of this Agreement; and

**WHEREAS**, pursuant to 36 CFR § 800.2(d), the NPS has provided the public an opportunity to provide input on this Agreement and shall continue to provide opportunities for the public to provide input on the Undertaking; and

**WHEREAS**, pursuant to 36 CFR § 800.6(a)(1), the NPS has notified the Advisory Council on Historic Preservation (ACHP) that this Agreement would be prepared and invited the ACHP to participate in consultation, in accordance with 36 CFR § 800.14(b); and

**WHEREAS**, the ACHP indicated in writing dated August 11, 2017 that the ACHP did not wish to participate in the development of the Agreement for this Undertaking; and

**NOW, THEREFORE**, the NPS and the SHPO 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

## I. APPLICABILITY AND INTENT

### A. Applicability:

1. Entry into this Agreement satisfies the NPS's responsibilities under Section 106 for the Undertaking (the amendment to the PPU and the proposed revitalization project).
2. This Agreement shall also apply to any reasonably foreseeable effects caused by the Undertaking that may occur later in time, be farther removed in distance or be cumulative.

**B. Intent:**

1. It is the intent of the "Signatories" (as hereinafter defined) to this Agreement to work collaboratively under the terms of this Agreement to ensure that the repair, rehabilitation, new construction, and other modifications to the structures and landscape of the Lower Post are undertaken in a manner that avoids adverse effects to the integrity and characteristics that qualify the historic properties for listing in the NRHP and as an NHL.
2. It is the intent of the Signatories that all projects that are part of the Undertaking whether carried out by the Signatories or by a lessee on or at the Lower Post during the duration of this Agreement be governed by the terms of this Agreement.
3. For projects at the Lower Post that are part of the Undertaking and are carried out by entities other than the MNHS, the Signatories and "Consulting Parties" (as hereinafter defined) may mutually agree to allow the use of the process outlined in this Agreement to satisfy Section 106 requirements.

**II. ROLES AND RESPONSIBILITIES**

**A. NPS:**

1. The Superintendent of the Mississippi National River and Recreation Area (NPS-MNRRRA) has been delegated the authority to act on behalf of the NPS Director for purposes of this Agreement.
2. Authorized Representative: the Superintendent of the NPS-MNRRRA (Superintendent) is the NPS Authorized Representative for purposes of implementing the terms of this Agreement. All notices to the NPS required under this Agreement shall be by mail and shall be sent to:

Superintendent  
Mississippi National River and Recreation Area  
111 Kellogg Boulevard East, Suite 105  
St. Paul, MN 55101-1256

The NPS may change its Authorized Representative by written notice to the Authorized Representatives for the SHPO and the MNHS.

**B. SHPO:**

1. The SHPO has the authority to administer the Minnesota State Historic Preservation Program pursuant to 54 U.S.C. § 301.303 and Minnesota Statute § 138.081 with the authority to act on behalf of the State for purposes of implementing federal and state historic preservation requirements.
2. Authorized Representative: The Manager of Government Programs and Compliance is the SHPO Authorized Representative for purposes of implementing the terms of this

Agreement. All notices to the SHPO required under this Agreement shall be by mail and shall be sent to:

Manager of Government Programs and Compliance  
State Historic Preservation Office  
50 Sherburne Avenue, Suite 203  
St. Paul, MN 55155

The SHPO may change its Authorized Representative by written notice to the Authorized Representatives for the NPS and the MNHS.

**C. MNHS (Applicant and Invited Signatory):**

1. The MNHS is the entity authorized to administer the Lower Post on behalf of the State and is responsible for ensuring that the Undertaking at the Lower Post will be in accordance with the obligations set forth in the deeds, the PPU as may be amended, and this Agreement.
2. Authorized Representative: The Capital Projects Manager is the MNHS Authorized Representative for purposes of implementing the terms of this Agreement. All notices to the MNHS required under this Agreement shall be by mail and shall be sent to:

Capital Projects Manager  
Minnesota Historical Society  
345 Kellogg Boulevard West  
St. Paul, MN 55102-1903

The MNHS may change its Authorized Representative by written notice to the Authorized Representatives for the NPS and the SHPO.

**D. Consulting Parties:**

1. Consulting Parties to this Agreement are those entities that have either concurred with this Agreement or have formally requested in writing to the NPS to be a Consulting Party in the Section 106 process for this Undertaking. Consulting Parties may include federally recognized Indian tribes that attach significance to historic properties off tribal lands that could be affected by the Undertaking as well as other entities with a demonstrated interest in the Undertaking and/or concern about its effects on historic properties within the APE.
2. Consistent with 36 CFR Part 800, this Agreement provides Consulting Parties with the opportunity to review and comment on the determination of the APE, the identification and evaluation of historic properties, assessment of effects, and resolution of adverse effects caused by the Undertaking as set forth herein.
3. Authorized Representative: Each Consulting Party has identified an Authorized Representative for the purposes of implementing the terms of this Agreement. The Consulting Parties' Authorized Representatives are listed in Appendix D, attached hereto

and incorporated herein by reference. All notices required under this Agreement shall be by mail, unless described otherwise in the Agreement, and will be sent to each entity's Authorized Representative. Consulting Parties may change their Authorized Representative by written notice to the Authorized Representative for the NPS.

#### **E. The Public:**

1. In consultation with the SHPO and the MNHS, the NPS shall plan for involving the public in the Section 106 process.
2. The NPS will involve the public in the resolution of adverse effects pursuant to the requirements of 36 CFR § 800.6(a)(4).

### **III. DEFINITIONS**

1. Concurring Party: The term Concurring Party refers to a Consulting Party who participated in the development of this Agreement and demonstrated their concurrence by signing the Agreement.
2. Consulting Party: For the purposes of this Agreement, the term Consulting Party refers to entities that have formally requested in writing to the NPS to be a Consulting Party in the Section 106 process for this Undertaking. Consulting Parties may include federally recognized Indian tribes that attach significance to historic properties off tribal lands that could be affected by the Undertaking as well as other entities with a demonstrated interest in the Undertaking and/or concern about its effects on historic properties within the APE. Consulting Parties may choose to sign the Agreement to demonstrate their concurrence, but Consulting Parties will continue to be consulted on the Undertaking irrespective of their decision to sign the Agreement.
3. Consultation: The process of seeking, discussing, and considering the views of other participants, and, where feasible, seeking agreement with them regarding matters arising in the Section 106 process, per 36 CFR § 800.16(f).
4. Fort Snelling Historic District: The area listed in the National Register with a boundary as depicted in Appendix A, which is attached hereto and made a part hereof.
5. Fort Snelling National Historic Landmark: The area designated and listed as an NHL in the National Register with a boundary as depicted in Appendix A.
6. Lower Post: The portion of the Fort Snelling Historic District and NHL conveyed in October 1961 and October 1969 to the State and administered by the MNHS and as illustrated in Appendix B, which is attached hereto and made a part hereof. This Agreement applies only to the Lower Post as defined herein.
7. Undertaking: For purposes of this Agreement, the term Undertaking is as defined in 36 CFR § 800.16(y) and includes both the PPU amendment as well as any rehabilitation, modification or other construction projects within the Lower Post that might occur as a result of the PPU amendment and/or the proposed revitalization project.

- 333  
334 8. All other terms in this Agreement shall have the meanings set forth in this Agreement or  
335 in 54 U.S.C. §§ 300301 through 300321 and 36 CFR § 800.16.  
336  
337 9. Signatories: Includes both “Signatories” and “Invited Signatories” for purposes of this  
338 Agreement.  
339

340 **IV. STANDARDS AND GUIDANCE**

341 **A. Secretary of the Interior’s Standards**

- 342  
343 1. Applicable Standards: All work carried out pursuant to this Agreement shall meet the  
344 *Secretary of the Interior’s Standards and Guidelines for Archeology and Historic*  
345 *Preservation* (48 FR 44716).  
346  
347 2. Applicable Professional Qualifications: The NPS and the MNHS shall ensure that all  
348 work pursuant to this Agreement regarding historic properties shall be done by or under  
349 the direct supervision of historic preservation professionals who meet the *Secretary of*  
350 *the Interior’s Historic Preservation Professional Qualifications Standards* (62 FR  
351 33707, June 20, 1997) (Professional Qualification Standards) in the appropriate  
352 discipline.  
353  
354 3. Consultant Qualifications: The NPS and the MNHS shall ensure that consultants  
355 performing work for the purposes of this Agreement related to the treatment of historic  
356 properties meet the *Professional Qualifications Standards* in the appropriate discipline.  
357  
358 4. Tribal Expertise: American Indian tribes possess special expertise in identification of  
359 historic properties of traditional cultural and religious significance. Therefore, whether  
360 an American Indian tribal expert is qualified to assess and determine the significance of  
361 a property to that American Indian tribe shall be determined by the American Indian  
362 tribe invited to participate in the identification and evaluation of historic properties as set  
363 forth in Stipulation V of this Agreement.  
364

365 **V. IDENTIFICATION AND EVALUATION OF HISTORIC PROPERTIES**

- 366 **A. Overview:** The steps completed under this Stipulation shall conform to and satisfy the  
367 requirements set forth in 36 CFR § 800.4. All submittals under this Stipulation shall be  
368 prepared in accordance with Stipulation IV and reviewed pursuant to Stipulation VI(A)(1).  
369  
370 **B. Level of Effort:** The MNHS shall perform surveys and studies necessary to make a  
371 reasonable and good faith effort to identify and evaluate historic properties within the APE.  
372 Within sixty (60) calendar days of execution of this Agreement, the MNHS shall submit a  
373 Level of Effort Plan to the NPS outlining the MNHS’s intended identification efforts, how  
374 the MNHS has or will satisfy Sections C-G of this Stipulation, and an associated timeline.  
375 This may describe work that has already been completed, work that is in progress, and work  
376 that is planned. The NPS shall determine if the Level of Effort Plan is sufficient to identify  
377 and evaluate historic properties, including those to which Indian tribes may attach religious



and cultural significance. It is anticipated that the level of effort required will likely be more exhaustive within the portion of the APE where ground disturbance is anticipated and much less exhaustive within the portion of the APE where ground disturbance is not.

- C. Status of National Register Nomination Update:** The Fort Snelling Historic District was nominated to the National Register in 1969 and has not been updated since that time. Pursuant to 36 CFR § 800.4(c)(1), “the passage of time, changing perceptions of significance, or incomplete prior evaluations may require the agency official to reevaluate properties previously determined eligible or ineligible.” The SHPO is currently undertaking a comprehensive update to the nomination, but the update is not expected to be completed until 2019. In the meantime, the MNHS shall evaluate any post-1946 historic significance that may be associated with the Lower Post of the Fort Snelling Historic District to inform the review of this specific Undertaking.
- D. Archeology:** To adequately identify archeological features, to assess effects, and to avoid adverse effects to archeological features, analysis of past archeological investigations as well as new archeological investigations are likely to occur in order to determine the presence/absence, significance, and integrity of archeological resources within areas of the Lower Post. If new archeological field investigations are proposed to be conducted by the MNHS as described in the Level of Effort Plan in order to inform the identification and evaluation efforts for the Undertaking, Consulting Parties shall be notified by the MNHS at least thirty (30) calendar days prior to the proposed start of work. Changes in the schedule due to weather or other factors shall be communicated by the MNHS as timely as possible. If a Consulting Party or their designee requests to monitor the archeological work, it is understood that the MNHS shall provide access to monitors while archeological work is underway. The MNHS should consider reimbursing or offsetting costs incurred by Consulting Parties performing archeological monitoring. Any archeological survey reports produced for the purposes of this Undertaking will be reviewed pursuant to Stipulation VI(A)(1), subject to Section 304 of the NHPA.
- E. Landscape:** The MNHS has prepared a Cultural Landscape Report (CLR) to aid in the identification, evaluation and analysis of cultural landscape features. The CLR was prepared in a format consistent with Chapter 7 (Management of Cultural Landscapes) of *NPS 28: Cultural Landscape Management Guideline*.
- F. Structures:** Evaluation of buildings or structures by the MNHS shall be conducted within the framework of the *National Register Criteria for Evaluation*. Any Historic Structure Reports (HSR) prepared by the MNHS shall be written in accordance with the standards established in *Preservation Brief 43: The Preparation and Use of Historic Structure Reports* (NPS 2005). The HSRs shall include as much of the following information as feasible and available: a history of the property/building, construction history, architectural evaluation, character defining features, conditions assessment, maintenance requirements, recommendations for proposed work, copies of original drawings and specifications, current drawings if different from the original, and historic and current photographs.
- G. Properties of Traditional Cultural Importance:** The MNHS shall coordinate with federally recognized Indian tribes that might attach religious and cultural significance to historic properties within the APE to seek their assistance in identifying properties of

traditional cultural importance to tribes. This includes but is not necessarily limited to tribes that are Consulting Parties for the purposes of this Agreement. The MNHS shall be sensitive to the fact that properties of traditional cultural importance may not fit neatly into the conventional categories of historic properties (e.g. Archeology, Landscapes, Structures) and that tribes may not want information pertaining to properties of cultural or religious significance made generally available to the public, and the MNHS will comply with Section 304 of the NHPA. Any reports produced under this section will be reviewed pursuant to Stipulation VI(A)(1), subject to Section 304 of the NHPA. Work performed by the MNHS to aid in identification and evaluation efforts does not supplant the NPS's role as lead federal agency for the purposes of government-to-government consultation with federally recognized Indian tribes.

## **VI. REVIEW OF UNDERTAKINGS**

### **A. Types of Reviews**

#### **1. Sequential Review**

- a. The MNHS will transmit two (2) hard copies of the submittal (e.g. document, report, plans) to the NPS. The MNHS shall also email the NPS a link to an FTP site or cloud storage where the same submittal can be accessed electronically. The NPS shall begin a review not to exceed thirty (30) calendar days upon receipt of both the hard copy and electronic submittals.
- b. Within thirty (30) calendar days, the NPS shall transmit one (1) hard copy of the submittal along with the agency's comments and/or Section 106 findings/determinations to the SHPO for review. The SHPO shall begin a review not to exceed thirty (30) calendar days upon receipt of the hard copy submittal.
- c. The NPS shall transmit the link to the electronic submittal along with the agency's comments and/or Section 106 findings/determinations to Consulting Parties. This shall begin a thirty (30) calendar day review for Consulting Parties.
- d. During the thirty (30) calendar day review, the MNHS has the option of hosting a meeting to present additional information and answer questions about the submittal. The meeting should have a web conferencing and call-in option for Consulting Parties to participate. At least one (1) week notice should be provided to all parties regarding the presentation.
- e. The SHPO and the Consulting Parties shall transmit any comments to the NPS by the end of the thirty (30) calendar day review period. The NPS shall consider and take into account timely comments submitted by all parties.

- 473 f. Within fifteen (15) calendar days of the conclusion of the SHPO and  
474 Consulting Parties' review period, the NPS will compile and consider  
475 all timely comments, incorporate their own agency's comments, and  
476 transmit all comments to the MNHS with direction to the MNHS,  
477 copying the SHPO and Consulting Parties on this communication.  
478  
479 g. The NPS will communicate to the MNHS if comments should be  
480 incorporated into the current submittal and resubmitted, incorporated  
481 into a future submittal, or if sufficient review has occurred for the  
482 MNHS to proceed and implement the proposed activity.  
483  
484 h. The submittal shall be considered final upon written notice from the  
485 NPS. Following agency approval, the NPS shall submit any revised  
486 final submittals to the SHPO and Consulting Parties for their records.  
487

## 488 2. Exceptions

- 489  
490 a. If submittals are incomplete or lacking information critical to the  
491 review, this shall be communicated to the MNHS as timely as  
492 possible. The NPS and the SHPO shall make good faith efforts to  
493 complete reviews within the described review period, but incomplete  
494 or lacking information could add additional days to the review period.  
495  
496 b. If submittals are being transmitted with information subject to Section  
497 304 of the NHPA, such as the location or character of archeological  
498 sites or properties of cultural or religious significance, this submittal  
499 may be withheld from the FTP site or cloud storage and transmitted  
500 only to appropriate parties in an alternative format.  
501  
502 c. If a Consulting Party requests a submittal that was transmitted  
503 electronically to be provided on a compact disc (CD), the MNHS  
504 shall provide one (1) CD either to the NPS or directly to the  
505 requesting party. It is considered a supplement to the electronic link.  
506 As such, the review period will still commence upon transmittal of the  
507 electronic link to Consulting Parties, not upon receipt of the CD.  
508

## 509 B. Amendment to PPU

- 510  
511 1. Within one hundred and twenty (120) calendar days of execution of this  
512 Agreement, the MNHS shall submit a draft PPU amendment to the NPS. This  
513 submittal shall be reviewed pursuant to Stipulation VI(A)(1). The MNHS's  
514 submittal to the NPS shall include written analysis of the PPU amendment's  
515 consistency with the Historic Surplus Property Program, the Secretary's  
516 Standards and Guidelines, an assessment of adverse effects, and an initial  
517 determination of effect. Any new information that has been learned through the  
518 identification and evaluation efforts completed to date pursuant to Stipulation V  
519 of this Agreement shall be taken into consideration and incorporated into the  
520 PPU as practicable. In addition, the NPS and the MNHS shall hold an open

house to allow the public the opportunity to provide input on the PPU amendment while it is still in draft form. The NPS will provide direction to the MNHS based on feedback received from the SHPO, Consulting Parties, and the public.

2. The MNHS shall revise and resubmit a draft of the PPU to the NPS in hard copy and electronically. Within thirty (30) calendar days of receipt, the NPS shall formulate written documentation of the final draft PPU's conformance with the Historic Surplus Property Program, the Secretary's Standards, a narrative summary of the assessment of adverse effects, and a final determination of effect on historic properties. If the final draft is found to meet the Secretary's Standards and the overall effect is consistent with the property's historic character, the NPS shall submit its finding in writing in hard copy to the SHPO and electronically to the Consulting Parties. The SHPO shall concur or provide rationale for disagreement with NPS's findings within thirty (30) calendar days. Additional reviews pursuant to Stipulation VI(A)(1) may occur as needed at the discretion of the NPS.
3. After concurrence from the SHPO, the NPS shall recommend the PPU amendment to the NPS Midwest Region and the General Services Administration (GSA) for acceptance. In the case of disagreement, Signatories shall follow Stipulation IX of this Agreement.
4. The NPS will provide a copy of the signed and approved amendment to the PPU to the Signatories, Invited Signatory, and Consulting Parties.
5. Construction and site work on the Revitalization Project will not commence until the amended PPU has been approved by the NPS Midwest Regional Director.

### C. Revitalization Project

1. **Activities Not Requiring Additional Review:** The specific routine maintenance activities described in Appendix C, which is attached hereto and made a part hereof, have been determined to be the types of activities which, on their own, do not have the potential to cause effects on historic properties. If the MNHS's sole undertaking is an activity listed in Appendix C, then the MNHS does not need to consult with the NPS and the SHPO regarding that specific activity and shall document the activity for inclusion in the MNHS's annual reporting pursuant to Stipulation X(A). The MNHS has no further obligations under this stipulation for that activity.
2. **Plan Preparation:** The MNHS shall prepare design and construction plans and specifications (Plans) for the proposed revitalization project in accordance with the Secretary's Standards and the Secretary's Guidelines. A project meets the Secretary's Standards when the overall effect of all work is consistent with the property's historic character. The MNHS shall make every effort to design their revitalization project in accordance with the Standards and Guidelines to avoid

and minimize a potential adverse effect in accordance with 36 CFR § 800.5(a)(1-5) on the historic property, as mitigation is not an available strategy to resolve an adverse effect to an historic property transferred for the purpose of historic preservation through the Historic Surplus Property Program.

3. **Plan Submittal:** This submittal shall be reviewed pursuant to Stipulation VI(A)(1).

4. **Resolving Adverse Effects:** If it is deemed that historic properties will be adversely affected by the Undertaking, the NPS shall consult with the MNHS, the SHPO, and Consulting Parties to determine if the adverse effect may be avoided and/or minimized through modification of the project or through other measures.

a. If the NPS, the SHPO, and the MNHS, after considering the input of Consulting Parties, agree in writing on modifications or measures to avoid or minimize an adverse effect, the NPS shall document their agreement in NPS's administrative record for the project and share the findings with Consulting Parties. The Undertaking shall be carried out according to the NPS written agreement to avoid or minimize any adverse effects.

b. If the NPS, the SHPO, the MNHS, and Consulting Parties fail to agree on appropriate avoidance or minimization measures pursuant to Stipulation VI(C)(4)(a) of this Agreement, then the NPS shall notify the ACHP and the Signatories and Consulting Parties in accordance with the requirements set forth in 36 CFR § 800.6 and § 800.10. If the ACHP declines to participate or fails to respond within fifteen (15) calendar days, the matter shall be resolved in accordance with the provisions set forth in 36 CFR § 800.6(b).

## **VII. MONITORING, PROJECT CHANGES AND UNANTICIPATED DISCOVERIES**

### **A. Construction Monitoring**

1. The MNHS shall develop and implement a "Monitoring Plan" to provide for the monitoring of construction activities at the Lower Post. The Monitoring Plan shall prescribe different types of monitoring and treatments for different areas of the Lower Post based on the extent of ground disturbance that is proposed and the amount of information that is known about archeological features in those areas based on past surveys. This submittal shall be reviewed pursuant to Stipulation VI(A)(1).

2. Construction monitors (archeological consultants and/or tribal) shall be under the supervision of a professional who meets the Secretary's Professional Qualifications Standards for Archeology, as cited in Stipulation IV(A)(2) of this Agreement. Any unanticipated discoveries or effects shall be addressed in accordance with Stipulation VII(B) and (C) of this Agreement.

- 615 3. Costs associated with construction monitoring performed pursuant to the  
616 Monitoring Plan shall be the responsibility of the MNHS.

617 **B. Project Changes.**

- 619 1. **Post Review Changes:** If a change to any portion of the Undertaking is  
620 proposed following completion of a review under Stipulation VI of this  
621 Agreement, the MNHS shall notify the NPS in writing. The NPS shall review  
622 the proposed change to determine if the change is sufficiently substantial to  
623 require additional review. If determined to be substantial, the NPS shall reopen  
624 consultation and complete review pursuant to Stipulation VI of this Agreement.  
625

626 **C. Unanticipated Discoveries**

627 1. **Discovery of Previously Unidentified Historic Properties or Unanticipated**  
628 **Effects to Known Historic Properties:**

- 629 a. Notification: If a previously unidentified property is discovered or a known  
630 historic property will be impacted in an unanticipated manner after the  
631 MNHS has completed the process set forth in Stipulation VI of this  
632 Agreement, the MNHS shall notify the NPS, the SHPO, and Consulting  
633 Parties as soon as practicable.  
634  
635 b. Halt in Construction: In all instances, the MNHS shall: (i) ensure  
636 construction activities at the location of the discovery are immediately halted;  
637 (ii) initiate consultation with the NPS, the SHPO, and Consulting Parties; and  
638 (iii) take all reasonable measures to avoid or minimize harm to the property  
639 until consultation is concluded with the NPS, the SHPO, and Consulting  
640 Parties.  
641

642 2. **Evaluation and Review of New Discoveries:**

- 643 a. Review of Discovery: The MNHS shall either treat the newly discovered  
644 property as eligible for the National Register or evaluate the National  
645 Register eligibility of the newly discovered property using professional staff  
646 or consultants meeting the Professional Qualification Standards set forth in  
647 Stipulation IV of this Agreement and shall consult with the NPS, the SHPO,  
648 and Consulting Parties regarding their determination.  
649  
650 b. Discoveries Not Eligible for the National Register. If the property is  
651 evaluated and found to be not eligible for the National Register, construction  
652 may resume in the location of the discovery.  
653  
654 c. Discoveries Eligible for the National Register: If the MNHS elects to treat  
655 the property as eligible for the National Register or evaluates it and finds it to  
656 be eligible, the MNHS shall determine the effect of the Undertaking on the  
657 historic property and, in consultation with the NPS, the SHPO, and  
658  
659  
660  
661

Consulting Parties, prepare a plan for avoiding or minimizing any adverse effects to the newly discovered historic property.

- d. Treatment Plan Requirements: The MNHS shall provide the NPS, the SHPO, and the Consulting Parties with a written plan to avoid any adverse effects to newly discovered historic properties (the "Treatment Plan").
- i. *Pre-Construction Discoveries:* If construction has not begun, the Treatment Plan shall be reviewed pursuant to the requirements set forth in Stipulation VI of this Agreement.
  - ii. *Post Construction Discoveries:* If construction has begun, the MNHS shall send the draft Treatment Plan to the NPS, the SHPO, and Consulting Parties for review and comment. If the NPS, the SHPO, or Consulting Parties fail to provide comments or respond in writing within ten (10) calendar days of receipt of the Treatment Plan, the MNHS may implement the Treatment Plan and shall document the Treatment Plan in the Annual Report as required by Stipulation X(A)(1).
  - iii. If the NPS, the SHPO or a Consulting Party objects to the Treatment Plan, the matter shall be resolved according to the Dispute Resolution provisions set forth in Stipulation IX of this Agreement.

#### **D. Treatment of Human Remains**

1. **Statement of Intent:** The Parties to this Agreement shall make every effort to protect and preserve all cemeteries, including prehistoric and historic graves, during construction and maintenance activities. Avoidance and preservation in place is the preferred option for the treatment of human remains. The following steps shall be taken should unanticipated human burials be encountered or other artifacts associated with mortuary features be found during construction or implementation of any part of the Undertaking.
2. **Construction Contract Requirements:** Every construction contract with the potential to cause ground disturbance on the Lower Post associated with the Undertaking shall require the contractor to:
  - a. Upon discovery of possible human remains during construction, including unidentified bones or mortuary features, immediately cease work in the area of the discovery;
  - b. Take appropriate steps to secure the site, including fencing off the discovery area and covering any possible remains; and
  - c. Immediately notify local law enforcement, the Office of the State Archaeologist (OSA), and the MNHS.
3. **Notification Requirements:** The MNHS shall notify the NPS and the SHPO within twenty-four (24) hours of discovery of potential human remains as set forth in this Stipulation. The OSA shall coordinate with the Minnesota Indian Affairs Council (MIAC) on any remains thought to be Indian remains in accordance with Minnesota Statute § 307.08. In addition to the requirements of Minnesota statutes, the NPS

shall notify all federally recognized Indian tribes who have consulted on this Undertaking, irrespective of their concurrence with this Agreement.

#### **4. Protocol for Dealing with Human Remains:**

- a. If it is determined that the identified bones are human remains, the OSA and the MNHS shall work together according to each agency's respective jurisdiction to ensure compliance with Minnesota Statute § 307.08; and
- b. The NPS, the MNHS, and the OSA shall work together to perform any necessary consultation pursuant to Section 106; and
- c. Human remains shall be treated in a culturally sensitive and respectful manner by all parties involved.

### **VIII. EMERGENCY REPAIRS**

#### **A. Emergency Defined**

1. For purpose of this Stipulation, an emergency repair is a repair necessitated by immediate health and safety issues including water infiltration, storm/earthquake damage, fire damage, structural integrity of historic buildings or vandalism.

#### **B. Emergency Work**

1. Emergency work shall be undertaken pursuant to the requirements of 36 CFR § 800.12(d).

### **IX. DISPUTE RESOLUTION**

#### **A. Objections**

1. **Notice of Objection:** Any Signatory, Invited Signatory, or Consulting Party to this Agreement may object in writing at any time to the manner in which the terms of this Agreement are being implemented or to any document prepared in accordance with the terms of this Agreement.

#### **B. Consultation Period**

1. **Consultation:** The non-objecting Signatory Parties shall consult with the objecting party in an attempt to resolve the objection for no more than thirty (30) calendar days following the receipt of notice of the objection. The Agreement shall still be in full effect and Signatories and Consulting Parties shall continue to perform work under this Agreement during the consultation period.

#### **C. Appeal to ACHP**

1. **Appeal Process:** If at the end of thirty (30) calendar days, the objection cannot be resolved, the NPS shall request recommendations/comments from the ACHP pursuant to 36 CFR § 800.2(b)(2) and/or 36 CFR § 800.7(c). If the NPS requests



756 comments from the ACHP, the parties shall consider the ACHP's comments, and in  
757 accordance with 36 CFR § 800.7(c)(4), the NPS shall make a final decision.  
758

759 **X. REPORTING, AMENDMENTS, AND TERMINATION**

760 **A. Reporting**

- 761
- 762 **1. Annual Report and Meeting:** The MNHS shall schedule an Annual Meeting and  
763 submit an Annual Report to the Authorized Representatives for the NPS, the SHPO,  
764 and Consulting Parties. The Annual Report shall summarize all actions that are part  
765 of the Undertaking at the Lower Post that were reviewed pursuant to Stipulation VI  
766 of this Agreement or completed over the one (1) year period, including, without  
767 limitation, progress in carrying forth and completing stipulations, any problems or  
768 unexpected issues encountered during the preceding year, construction activities  
769 completed, updates on documentation, project changes that did not require further  
770 review, Treatment Plans, and other matters. The Annual Report shall highlight any  
771 significant issues regarding preservation of the Lower Post. The first Annual Report  
772 shall be due one (1) year after final execution of the Agreement and every year  
773 thereafter. The Annual Report shall be completed prior to the Annual Meeting and  
774 provided to the other Parties at least fourteen (14) calendar days prior to the Annual  
775 Meeting.  
776

777 **B. Amendments**

- 778
- 779 **1. Amendments to Agreement:** Consistent with the requirements of 36 CFR §  
780 800.6(c)(1), this Agreement may be amended upon written request of a Signatory or  
781 Invited Signatory to the Agreement, provided that any such amendment is in writing  
782 and executed by the Signatories and Invited Signatory to this Agreement.  
783

784 **C. Termination**

- 785
- 786 **1. Termination of Agreement:** A Signatory or Invited Signatory may terminate the  
787 Agreement by providing a written notice of at least ninety (90) calendar days to the  
788 other parties. Notwithstanding the forgoing, during the ninety (90) day termination  
789 period, the Signatories and Invited Signatory shall consult with each other and the  
790 Consulting Parties in order to seek agreements, amendments, or other actions to  
791 avoid termination. In the event of termination of this Agreement, the NPS (with the  
792 assistance of the MNHS) shall comply with 36 CFR Part 800 through the remainder  
793 of the Undertaking.  
794

- 795 **2. Notification of Termination:** The NPS shall formally notify the Signatories,  
796 Invited Signatory, and Consulting Parties if the Agreement is terminated.  
797

798 **D. Cooperation**

- 799
- 800 **1. Commitment to Cooperate:** During the implementation of this Agreement and  
801 until the Signatories agree in writing that the terms of this Agreement have been  
802 fulfilled, each Party agrees to cooperate with the other Parties to facilitate the

satisfaction of their respective obligations under this Agreement. The Parties agree to work in good faith with the other Parties to meet their respective obligations in a timely manner.

## **XI. DURATION AND RENEWAL**

### **A. Duration**

- 1. Duration of Agreement:** This Agreement shall become effective upon execution by all Signatory Parties and shall remain in effect for five (5) years. Upon expiration, if the Undertaking for which this Agreement was developed is not complete, it shall be reviewed in accordance with 36 CFR Part 800.

### **B. Renewal**

- 1. Renewal of Agreement:** One (1) year before this Agreement is set to expire, the NPS shall consult with the Signatory Parties and Invited Signatory to this Agreement to determine interest in renewing this Agreement. The Agreement may be extended for additional terms upon the written consent of the Signatory Parties to this Agreement.

## **XII. MISCELLANEOUS**

- A. Recitals & Appendices:** The recitals (Whereas clauses) and appendices are incorporated herein as a substantive part of this Agreement and will be maintained by the Parties.
- B. Authority of Signatories:** Each Signatory, Invited Signatory and Concurring Party hereto represents that the persons executing this Agreement on behalf of such Signatory, Invited Signatory or Concurring Party has full legal authority to do so.
- C. Severability:** If any provision of this Agreement, or its applications to any person or circumstance, is held invalid by any court, the invalidity or inapplicability of such provision shall not affect any other provision of this Agreement or the application of such provision to any other person or circumstance, and the remaining portions of this Agreement shall continue in full force and effect.
- D. Non-waiver:** No waiver made by any Signatory, Invited Signatory, or Consulting Party with respect to the performance, or manner or time of performance, of any obligation of the other Signatory, Invited Signatory, or Consulting Party, or any condition to its own obligation under this Agreement, will be considered a waiver with respect to the particular obligation of the other Signatory, Invited Signatory or Consulting Party or condition to its own obligation beyond those expressly waived.
- E. Successors & Assigns:** This Agreement shall inure to the benefit of and bind the respective successors and assigns of the Signatories.
- F. Entire Agreement:** This Agreement contains all the representations and the entire agreement among the Signatories with respect to the subject matter of this Agreement.

850  
851 **G. Conflict of Laws:** This Agreement shall be governed by the federal laws of the United  
852 States of America.

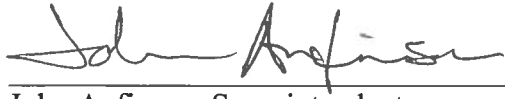
853  
854 **H. Counterparts:** This Agreement may be executed in any number of counterparts, each of  
855 which shall be deemed an original, but all of which shall constitute one and the same  
856 Agreement.

857  
858 **I. Electronic Copies:** Within two (2) weeks of the last signature on this Agreement, the NPS  
859 shall provide each Signatory, Invited Signatory and Consulting Party with one (1) legible,  
860 full-color, electronic copy of this fully executed Agreement and all of its appendices.  
861 Internet links shall not be used as a means to provide copies of appendices to this Agreement  
862 because online content is subject to frequent change. If the electronic copy is too large to  
863 send via email, the NPS shall provide each Signatory, Invited Signatory and Consulting  
864 Party with a copy of this Agreement on a compact disc or other appropriate electronic media  
865 device.

866  
867 Execution and implementation of this Agreement by the NPS and the SHPO evidences that the NPS  
868 has taken into account the effects of the Undertaking on historic properties.

**SIGNATORIES**

NATIONAL PARK SERVICE

A handwritten signature in black ink, appearing to read "John Anfinson", written over a horizontal line.

John Anfinson, Superintendent

Date 2/15/18

**SIGNATORIES, CONTINUED**

MINNESOTA STATE HISTORIC PRESERVATION OFFICE



Date 2.16.2018

Amy Spong, Deputy State Historic Preservation Officer

**INVITED SIGNATORY**

MINNESOTA HISTORICAL SOCIETY



Date 2-16-18

Melanie Adams, Senior Director, Guest Experience & Education Services

**CONCURRING PARTIES**

CROW CREEK SIOUX TRIBE

B. L. Sr. Crow Creek Chairman Date 4-9-18  
Name, Title

**CONCURRING PARTIES, CONTINUED**

FLANDREAU SANTEE SIOUX TRIBE

Name, Title	Date
-------------	------



**CONCURRING PARTIES, CONTINUED**

HO-CHUNK NATION

Wm. R. L. THPO Date 03 02 18  
Name, Title

**CONCURRING PARTIES, CONTINUED**

LOWER SIOUX INDIAN COMMUNITY

B. R. L. H. President Date 3-20-18  
Name, Title

**CONCURRING PARTIES, CONTINUED**

MILLE LACS BAND OF OJIBWE

Name, Title	Date
-------------	------

**CONCURRING PARTIES, CONTINUED**

**PRAIRIE ISLAND INDIAN COMMUNITY**

Name, Title	Date
-------------	------


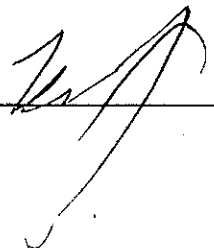
**CONCURRING PARTIES, CONTINUED**

ROSEBUD SIOUX TRIBE

Name, Title	Date
-------------	------

CONCURRING PARTIES, CONTINUED

SANTEE SIOUX NATION

  THPO Santee Sioux Nation Date 5-3-18  
Name, Title

**CONCURRING PARTIES, CONTINUED**

**SHAKOPEE MDEWAKANTON SIOUX COMMUNITY**

Name, Title	Date
-------------	------

**CONCURRING PARTIES, CONTINUED**

**SISSETON-WAHPETON OYATE**

Name, Title	Date
-------------	------




**CONCURRING PARTIES, CONTINUED**

**UPPER SIOUX COMMUNITY**

Name, Title	Date
-------------	------

CONCURRING PARTIES, CONTINUED

DAKOTA COMMUNITY COUNCIL

  
Name, Title

Date 5-14-2018

CONCURRING PARTIES, CONTINUED

FRIENDS OF FORT SNELLING

John Smith, President Date MARCH 13, 2018  
Name, Title

CONCURRING PARTIES, CONTINUED

MINNESOTA DEPARTMENT OF NATURAL RESOURCES

 **Deputy Director** Date 3/13/2018  
Name, Title

**CONCURRING PARTIES, CONTINUED**

NATIONAL TRUST FOR HISTORIC PRESERVATION IN THE UNITED STATES

 \_\_\_\_\_ Date 3-20-18.  
Name, Title

**CONCURRING PARTIES, CONTINUED**

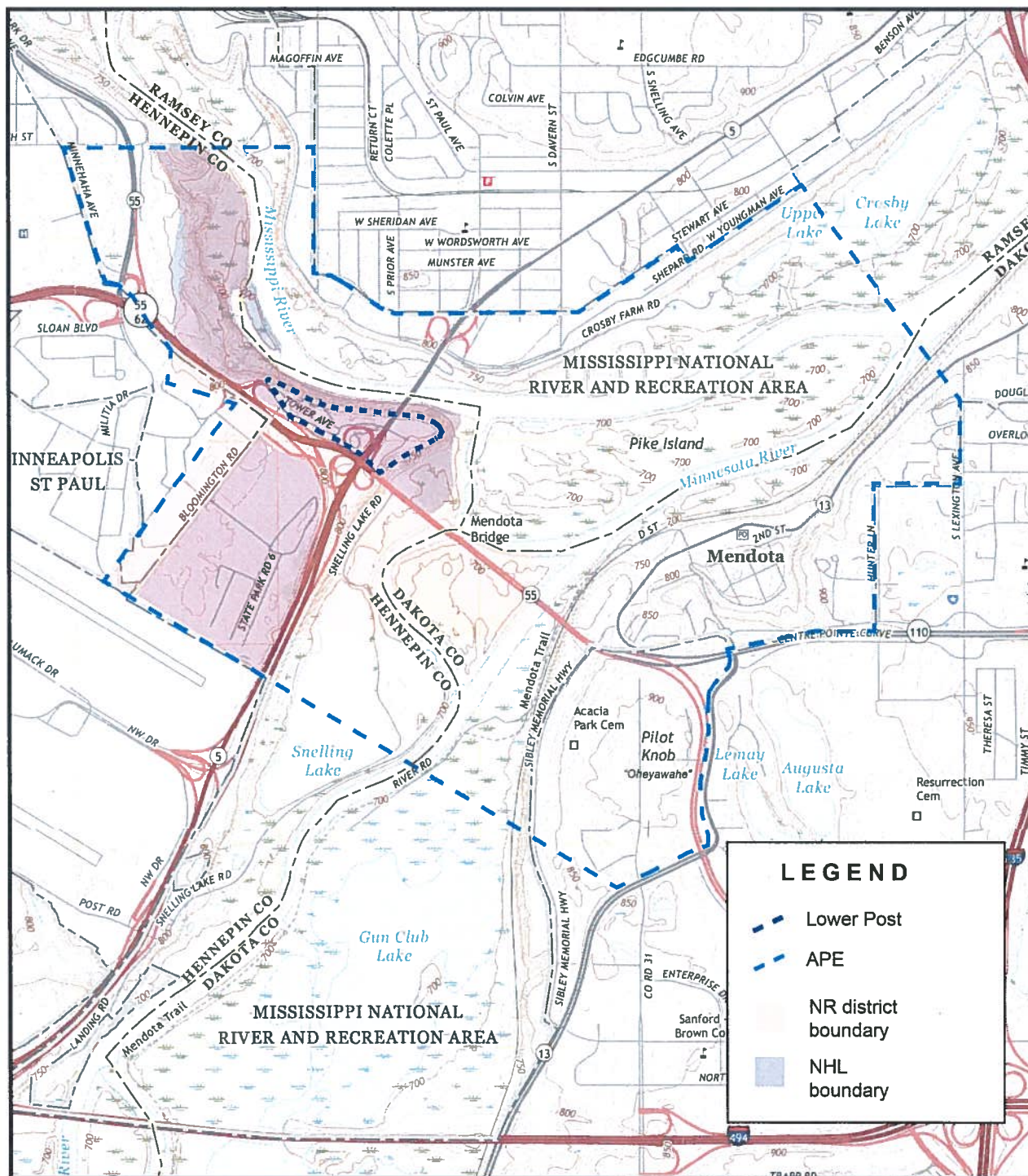
PILOT KNOB PRESERVATION ASSOCIATION

Amey Hubbell Secretary Date 3-5-18  
Name, Title

## APPENDIX A

### MAP OF THE AREA OF POTENTIAL EFFECTS

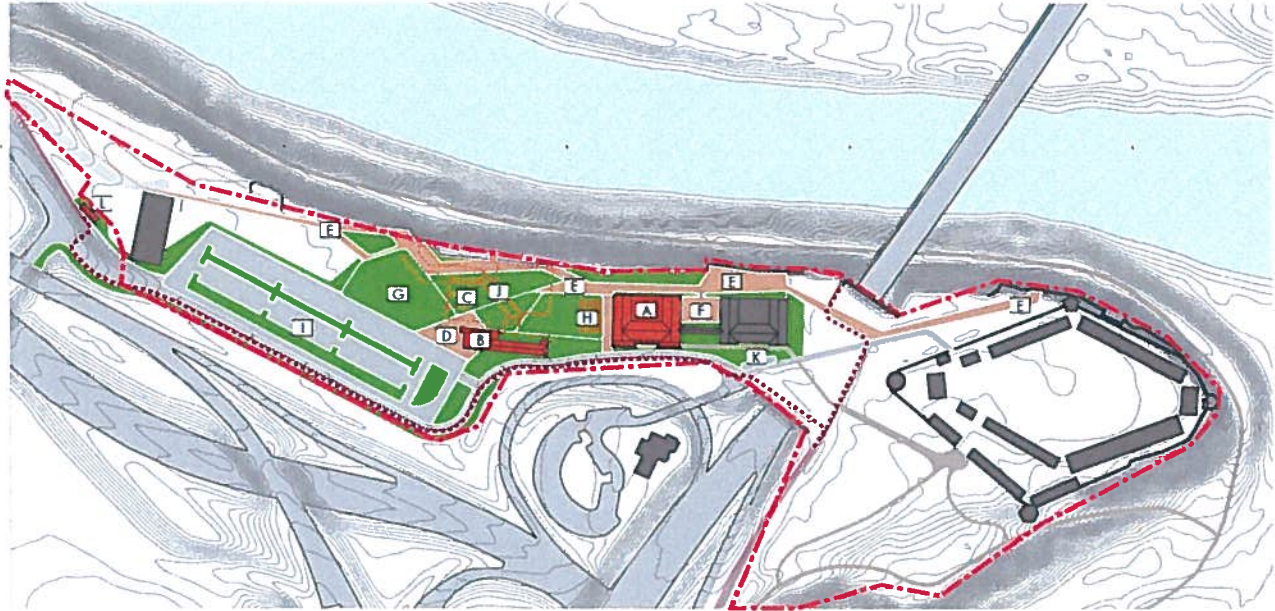
This map documents the Lower Post parcel and the Area of Potential Effects (APE) for the Undertaking. Ground disturbance is anticipated to be limited to the Lower Post parcel and is not anticipated to occur within the larger APE as part of this Undertaking.





## APPENDIX B

### MAP OF LOWER POST



#### LEGEND

- Existing building, no work
- Building work
- Demolition work
- Site and landscape work
- Hardscape/ Plaza work
- Parking
- Bike Path
- Approximate Lower Post PPU Boundary

- Building 18 Renovated for Visitor Services
- Building 22 Renovated for Visitor Orientation
- Demolition of Existing Visitors Center
- Welcome Plaza
- Bluff Walk
- Courtyard Event Space
- Event Lawn
- Amphitheater
- Reconfigured Parking
- Landform
- Accessible Parking
- Monument Sign

This map is included primarily for its depiction of the location and approximate boundary of the Lower Post. The draft scope of the proposed revitalization project is included for background only, as it may change as a result of the design process and consultation.



## APPENDIX C

### ACTIVITIES NOT REQUIRING ADDITIONAL REVIEW

This list acknowledges that there are activities associated with routine maintenance and management of a property that have a low likelihood of affecting historic properties. To this end, the following projects are exempt from further review or consultation with the NPS or the SHPO under the terms of this Agreement.

1. Maintenance, exterior and interior, of buildings and structures and in-kind repair of existing architectural features provided that the work does not result in alteration of the integrity of the historic material or feature and which includes:
  - a. Housekeeping, routine maintenance, building monitoring, and other such actions that do not damage historic fabric.
  - b. Painting of historic structures (exterior and interior) or previously painted surfaces and to match existing color.
  - c. In-kind replacement of non-historic building components
  - d. In-kind replacement of mechanical and electrical components, equipment and appliances with items similar in appearance and function to originally approved items.
2. Maintenance and in-kind repair of roofs or parts of a roof, including existing gutter systems that does not result in alteration of the integrity of the historic material or feature.
3. Routine grounds maintenance such as watering, grass cutting and treatment, leaf removal, maintenance of shrubs, and tree trimming.
4. Maintenance and in-kind repair of existing roads, parking areas, and sidewalks within existing paved areas (i.e. curb to curb or edge to edge of paved surface).
5. Routine roadside and trail maintenance and cleanup with no ground disturbance.
6. Removal of dead and downed vegetation using equipment and methods that do not introduce ground disturbance.
7. Health and safety activities such as removal of non-historic debris from buildings and non-destructive testing for radon gas, asbestos, lead-based paint, lead pipes, and hazardous materials and wastes.
8. Minor energy improvements such as the installation of weather-stripping and door sweeps.
9. Conducting non-building/structure altering or non-ground disturbing activities for pest control.
10. Maintenance of existing facilities that does not involve new or additional ground disturbance (e.g. maintenance or in-kind replacement of barriers, signage, light fixtures)

11. Mitigation or abatement of hazardous materials where this work can be accomplished without ground disturbance or impact to historic materials or character-defining features of historic properties in situations such as the following:
  - a. Removal of asbestos insulations from piping and around duct work in open areas;
  - b. Removal of damaged asbestos floor tile and replacement with similar non-asbestos tile;
  - c. Carpeting over damaged asbestos floor tiles which do not contribute to the historic significance of the structure; and
  - d. Encapsulation (using repainting methods only) of lead-based paint in window trim and molding where there is no change to appearance.
12. Conducting small-scale and select destructive testing in contributing buildings to expose and assess concealed structural conditions (such as removal of small areas of plaster wall finish) and/or to assess material capacities (such as masonry push testing or concrete slab coring) when performed in areas that are easily repairable or otherwise inconspicuous.
13. Temporary emergency repairs for health and safety issues such as water infiltration, storm damage, structural stabilization, fire damage, or significant vandalism. Such repairs shall be limited to the minimum amount of work necessary to ensure life safety and health of staff and visitors, and structural stability of buildings. Permanent repairs must be reviewed as provided for elsewhere in this Agreement.

## **APPENDIX D**

### **CONSULTING PARTIES AND AUTHORIZED REPRESENTATIVES**

Consulting Parties should notify the NPS if there are changes to their  
Authorized Representative and/or their contact information.

#### **Crow Creek Sioux Tribe**

Bonnie St. John McGhee  
Tribal Historic Preservation Officer  
Crow Creek Sioux Tribe  
PO Box 50  
Fort Thompson, SD 57339

#### **Flandreau Santee Sioux Tribe**

Garrie Kills A Hundred  
Tribal Historic Preservation Officer  
Flandreau Santee Sioux Tribe  
PO Box 283  
Flandreau, SD 57028

#### **Ho-Chunk Nation**

William Quackenbush  
Tribal Historic Preservation Officer  
Ho-Chunk Nation  
PO Box 667  
Black River Falls, WI 54615

#### **Lower Sioux Indian Community**

Cheyenne St. John  
Tribal Historic Preservation Officer  
Lower Sioux Indian Community  
39527 Reservation Highway 1  
Morton, MN 56270

#### **Mille Lacs Band of Ojibwe**

Natalie Weyaus  
Tribal Historic Preservation Officer  
Mille Lacs Band of Ojibwe  
43408 Oodena Drive  
Onamia, MN 56359

#### **Prairie Island Indian Community**

Noah White  
Tribal Historic Preservation Officer  
Prairie Island Indian Community  
5636 Sturgeon Lake Road  
Welch, MN 55089

**Rosebud Sioux Tribe**

Ben Rhodd  
Tribal Historic Preservation Officer  
Rosebud Sioux Tribe  
PO Box 809  
Rosebud, SD 57570

**Santee Sioux Nation**

Duane Whipple  
Tribal Historic Preservation Officer  
Santee Sioux Nation  
425 Frazier Avenue North, #2  
Niobrara, NE 68760

**Shakopee Mdewakanton Sioux Community**

Leonard Wabasha  
Director of Cultural Resources  
Shakopee Mdewakanton Sioux Community  
2330 Sioux Trail Northwest  
Prior Lake, MN 55372

**Sisseton-Wahpeton Oyate**

Dianne Desrosiers  
Tribal Historic Preservation Officer  
Sisseton-Wahpeton Oyate  
PO Box 907  
Sisseton, SD 57262

**Upper Sioux Community**

Samantha Odegard  
Tribal Historic Preservation Officer  
Upper Sioux Community  
PO Box 147  
Granite Falls, MN 56241

**Dakota Community Council**

Franky Jackson  
Dakota Community Council  
Minnesota Historical Society  
345 Kellogg Boulevard West  
St. Paul, MN 55102

**Friends of Fort Snelling**

Jim Miller  
President  
Friends of Fort Snelling  
PO Box 4897  
St. Paul, MN 55101

**Minnesota Department of Natural Resources**

Kent Skaar  
Minnesota Department of Natural Resources  
500 Lafayette Road  
St. Paul, MN 55155

**National Trust for Historic Preservation  
in the United States**

Anne Nelson  
Associate General Counsel  
National Trust for Historic Preservation  
2600 Virginia Avenue Northwest, Suite 1100  
Washington, DC 20037

**Pilot Knob Preservation Association**

Jeremy Hubbell  
Pilot Knob Preservation Association  
PO Box 50823  
Mendota, MN 55150