

**FOURTH AMENDMENT TO THE  
PROGRAMMATIC AGREEMENT  
AMONG U.S. ARMY GARRISON FORT CARSON,  
THE COLORADO STATE HISTORIC PRESERVATION OFFICER  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES  
FOR AREAS ON FORT CARSON, COLORADO**

**WHEREAS**, on March 27, 2013, the U.S. Army Garrison Fort Carson (USAG), the Colorado State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (ACHP) entered into a Programmatic Agreement (PA) in accordance with 36 CFR § 800.14 in order to fulfill the requirements of Section 106 of the National Historic Preservation Act for ongoing programs of construction, maintenance, and operations occurring within the area of potential effects (APE) for Main Post area south to Rock Creek, and those areas south of Rock Creek known as Scout Camp, Bird Farm Recreation Area, Townsend Reservoir, Haymes Reservoir, the Wildlife Demonstration Area, Turkey Creek Recreation Area, and Camp Red Devil; and

**WHEREAS**, on March 23, 2018, the USAG, SHPO, and ACHP executed the First Amendment to extend the duration of the PA in accordance with Stipulation VIII of the Agreement; and

**WHEREAS**, on December 27, 2019, the USAG, SHPO, and ACHP executed the Second Amendment to extend the duration of the PA in accordance with Stipulation VIII of the Agreement; and

**WHEREAS**, on December 18, 2020, the USAG, SHPO, and ACHP executed the Third Amendment to extend the duration of the PA in accordance with Stipulation VIII of the Agreement; and

**WHEREAS**, the PA is set to expire on December 31, 2022, and additional time is needed to adequately consult on the implementation of the Army Alternate Procedures or new Programmatic Agreement; and

**WHEREAS**, the Fourth Amendment shall take effect on the date of the last signature and remain in force until the expiration of the PA; and

**NOW, THEREFORE**, in accordance with Stipulation VIII of the Agreement, the USAG, SHPO, and ACHP agree that the PA is hereby amended by:

1. Amend Stipulation XII (Duration) so it reads as follows:

This PA shall take effect on the date it is signed by the last signatory and shall remain in effect until superseded by the Army Alternate Procedure, a new Programmatic Agreement, or December 31, 2025 whichever comes first. This expiration date cannot be extended.

Fourth Amendment to the Programmatic Agreement regarding Construction, Maintenance, and Operations Activities  
for Areas on Fort Carson, Colorado

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THE COLORADO STATE HISTORIC PRESERVATION OFFICER  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION REGARDING  
CONSTRUCTION, MAINTENANCE AND OPERATIONS ACTIVITIES FOR AREAS  
ON FORT CARSON, COLORADO**

**SIGNATORIES:**

  
\_\_\_\_\_  
COL Sean M. Brown  
Commander, U.S. Army Garrison Fort Carson

7 DEC 22  
Date

**FOURTH AMENDMENT TO THE  
PROGRAMMATIC AGREEMENT  
AMONG U.S. ARMY GARRISON FORT CARSON,  
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AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES  
FOR AREAS ON FORT CARSON, COLORADO**

**SIGNATORIES:**

**Patrick A. Eidman**

Digitally signed by Patrick A. Eidman

Date: 2022.12.13 16:50:00 -07'00'

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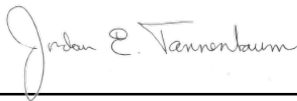
Dawn DiPrince  
Colorado State Historic Preservation Officer

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date

**FOURTH AMENDMENT TO THE  
PROGRAMMATIC AGREEMENT  
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REGARDING CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES  
FOR AREAS ON FORT CARSON, COLORADO**

**SIGNATORIES:**



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Jordan E. Tannenbaum,  
Vice Chairman  
Advisory Council on Historic Preservation

December 21, 2022

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date

**THIRD AMENDMENT TO THE  
PROGRAMMATIC AGREEMENT  
AMONG  
U.S. ARMY GARRISON FORT CARSON,  
THE COLORADO STATE HISTORIC PRESERVATION OFFICER  
AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES FOR AREAS  
ON  
FORT CARSON, COLORADO**

**WHEREAS**, on March 27, 2013, the U.S. Army Garrison Fort Carson (USAG), the Colorado State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (ACHP) entered into a Programmatic Agreement (PA) in accordance with 36 CFR § 800.14 in order to fulfill the requirements of Section 106 of the National Historic Preservation Act for ongoing programs of construction, maintenance, and operations occurring within the area of potential effects (APE) for Main Post area south to Rock Creek, and those areas south of Rock Creek known as Scout Camp, Bird Farm Recreation Area, Townsend Reservoir, Haymes Reservoir, the Wildlife Demonstration Area, Turkey Creek Recreation Area, and Camp Red Devil; and

**WHEREAS**, on December 27, 2019, the USAG, SHPO, and ACHP executed the Second Amendment to extend the duration of the PA in accordance with Stipulation VIII of the Agreement; and

**WHEREAS**, the PA is set to expire on December 31, 2020, and additional time is needed to adequately consult on a revised PA; and

**WHEREAS**, the Third Amendment shall take effect on the date of the last signature and remain in force until the expiration of the PA; and

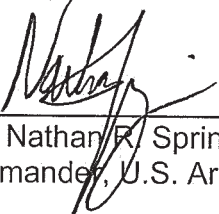
**NOW, THEREFORE**, in accordance with Stipulation VIII of the Agreement, the USAG, SHPO, and ACHP agree that the PA is hereby amended by:

1. Amend Stipulation XII so it reads as follows:

This PA shall take effect on the date it is signed by the last signatory and shall remain in effect until December 31, 2022, unless the signatories agree to extend it by written amendment in accordance with Stipulation VIII.

**THIRD AMENDMENT TO THE  
PROGRAMMATIC AGREEMENT  
AMONG  
U.S. ARMY GARRISON FORT CARSON,  
THE COLORADO STATE HISTORIC PRESERVATION OFFICER  
AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES FOR AREAS  
ON  
FORT CARSON, COLORADO**

**SIGNATORIES:**

  
\_\_\_\_\_  
COL Nathan R. Springer  
Commander, U.S. Army Garrison Fort Carson

14 December 2020  
date

**THIRD AMENDMENT TO THE  
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U.S. ARMY GARRISON FORT CARSON,  
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ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES FOR AREAS  
ON  
FORT CARSON, COLORADO**

**SIGNATORIES:**

Dr. Holly Kathryn Norton

Digitally signed by Dr. Holly Kathryn  
Norton

Date: 2020.12.15 10:23:08 -07'00'

\_\_\_\_\_  
Steve Turner  
Colorado State Historic Preservation Officer

\_\_\_\_\_  
date

**THRID AMENDMENT TO THE  
PROGRAMMATIC AGREEMENT  
AMONG  
U.S. ARMY GARRISON FORT CARSON,  
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REGARDING  
CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES FOR AREAS  
ON  
FORT CARSON, COLORADO**

**SIGNATORIES:**



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

\_\_\_\_\_  
12/18/2020

date



**SECOND AMENDMENT TO THE  
PROGRAMMATIC AGREEMENT  
AMONG  
U.S. ARMY GARRISON FORT CARSON,  
THE COLORADO STATE HISTORIC PRESERVATION OFFICER  
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ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES FOR AREAS  
ON  
FORT CARSON, COLORADO**

**WHEREAS**, on March 27, 2013, the U.S. Army Garrison Fort Carson (USAG), the Colorado State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (ACHP) entered into a Programmatic Agreement (PA) in accordance with 36 CFR § 800.14 in order to fulfill the requirements of Section 106 of the National Historic Preservation Act for ongoing programs of construction, maintenance, and operations occurring within the area of potential effects (APE) for Main Post area south to Rock Creek, and those areas south of Rock Creek known as Scout Camp, Bird Farm Recreation Area, Townsend Reservoir, Haymes Reservoir, the Wildlife Demonstration Area, Turkey Creek Recreation Area, and Camp Red Devil; and

**WHEREAS**, on March 23, 2018, the USAG, SHPO, and ACHP executed the First Amendment to extend the duration of the PA in accordance with Stipulation VIII of the Agreement; and

**WHEREAS**, the PA is set to expire on December 31, 2019, and additional time is needed to adequately consult on a revised PA; and

**WHEREAS**, the Second Amendment shall take effect on the date of the last signature and remain in force until the expiration of the PA; and

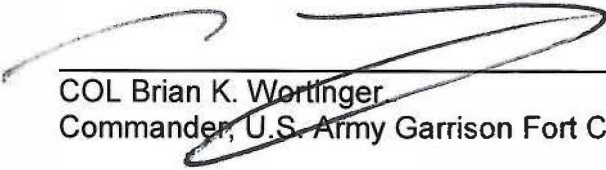
**NOW, THEREFORE**, in accordance with Stipulation VIII of the Agreement, the USAG, SHPO, and ACHP agree that the PA is hereby amended by:

1. Amend Stipulation XII so it reads as follows:

This PA shall take effect on the date it is signed by the last signatory and shall remain in effect until December 31, 2020, unless the signatories agree to extend it by written amendment in accordance with Stipulation VIII.

**SECOND AMENDMENT TO THE  
PROGRAMMATIC AGREEMENT  
AMONG  
U.S. ARMY GARRISON FORT CARSON,  
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AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
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CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES FOR AREAS  
ON  
FORT CARSON, COLORADO**

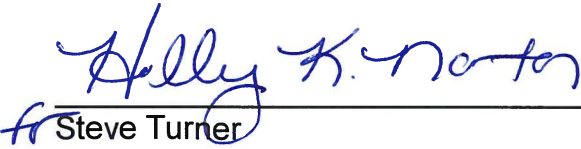
**SIGNATORIES:**

  
\_\_\_\_\_  
COL Brian K. Wortinger  
Commander, U.S. Army Garrison Fort Carson

20191212  
\_\_\_\_\_  
date

**SECOND AMENDMENT TO THE  
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ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES FOR AREAS  
ON  
FORT CARSON, COLORADO**

**SIGNATORIES:**

  
\_\_\_\_\_  
Steve Turner  
Colorado State Historic Preservation Officer

16 Dec 2019  
date

**SECOND AMENDMENT TO THE  
PROGRAMMATIC AGREEMENT  
AMONG  
U.S. ARMY GARRISON FORT CARSON,  
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ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES FOR AREAS  
ON  
FORT CARSON, COLORADO**

**SIGNATORIES:**



John M. Fowler

Executive Director, Advisory Council on Historic Preservation

12/27/2019

date

Stipulation VI (pg. 8): The URL has changed to <http://carson.army.mil/organizations/DPW.html#three>.

**FIRST AMENDMENT TO THE  
PROGRAMMATIC AGREEMENT  
AMONG  
U.S. ARMY GARRISON FORT CARSON,  
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ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES FOR AREAS  
ON  
FORT CARSON, COLORADO**

**WHEREAS**, on March 27, 2013, the U.S. Army Garrison Fort Carson (USAG), the Colorado State Historic Preservation Officer (SHPO), and the Advisory Council on Historic Preservation (ACHP) entered into a Programmatic Agreement (PA) in accordance with 36 CFR § 800.14 in order to fulfill the requirements of Section 106 of the National Historic Preservation Act for ongoing programs of construction, maintenance, and operations occurring within the area of potential effects (APE) for Main Post area south to Rock Creek, and those areas south of Rock Creek known as Scout Camp, Bird Farm Recreation Area, Townsend Reservoir, Haymes Reservoir, the Wildlife Demonstration Area, Turkey Creek Recreation Area, and Camp Red Devil; and

**WHEREAS**, the PA is set to expire on March 27, 2018, and additional time is needed to adequately consult on future amendments; and

**WHEREAS**, the First Amendment shall take effect on the date of the last signature and remain in force until the expiration of the PA; and

**NOW, THEREFORE**, in accordance with Stipulation VIII of the Agreement, the USAG, SHPO, and ACHP agree that the PA is hereby amended by:

1. Amend the second Whereas clause to update the reference for Section 106 of the National Historic Preservation for its current location in the United States Code.
2. Amend Stipulation XII so it reads as follows:

This PA shall take effect on the date it is signed by the last signatory and shall remain in effect until December 31, 2019, unless the signatories agree to extend it by written amendment in accordance with Stipulation VIII.

**PROGRAMMATIC AGREEMENT  
AMONG THE U.S. ARMY GARRISON FORT CARSON,  
THE COLORADO STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES  
FOR AREAS ON FORT CARSON, COLORADO**

**WHEREAS**, the U.S. Army Garrison, Fort Carson (USAG) proposes to continue to coordinate and administer ongoing programs of construction, maintenance, and operations (Projects) as part of its mission to provide support to Soldiers and their Families, while operating and maintaining Installation lands, facilities, training areas, and ranges in support of Army Readiness on Fort Carson; and

**WHEREAS**, USAG, a federally owned and operated facility, plans to carryout Projects pursuant to Army Regulation, thereby making the Projects undertakings subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 United States Code (USC) § 306108, and its implementing regulations, 36 Code of Federal Regulations (CFR) Part 800; and

**WHEREAS**, USAG has determined that for the purposes of undertakings considered as part of this Programmatic Agreement (PA), the Areas of Potential of Effects (APEs) for this agreement include the Main Post area south to Rock Creek, and those areas south of Rock Creek known as Scout Camp, Bird Farm Recreation Area, Townsend Reservoir, Haymes Reservoir, the Wildlife Demonstration Area, Turkey Creek Recreation Area, and Camp Red Devil (see Appendix A Maps); and

**WHEREAS**, USAG has determined that the undertakings may have an adverse effect on historic properties eligible for inclusion in the National Register of Historic Places (NRHP), specifically the Incinerator Complex Historic District (5EP2446) (Appendix A, page A-2) and the Turkey Creek Ranch Historic District (5EP836) (Appendix A, page A-3) within the APEs and, as well as additional historic properties and other cultural resources listed in Appendix B, and has consulted with the Colorado State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800; and

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

**WHEREAS**, USAG has consulted with 13 federally-recognized tribes (Tribes) that attach traditional, religious, and/or cultural significance to Fort Carson lands that may be affected by USAG undertakings: Apache Tribe of Oklahoma; Arapaho Tribe of the Wind River Reservation, Wyoming; Cheyenne and Arapaho Tribes, Oklahoma; Comanche Nation, Oklahoma; Jicarilla Apache Nation, New Mexico; Kiowa Indian Tribe of Oklahoma; Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana; Oglala Sioux Tribe; Shoshone Tribe of the Wind River Reservation, Wyoming; Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado; Ute Indian Tribe

of the Uintah & Ouray Reservation, Utah; Ute Mountain Tribe of the Ute Mountain Reservation, Colorado, New Mexico & Utah; and Wichita and Affiliated Tribes, Oklahoma, and has invited the Tribes to sign this PA as concurring parties; and

**WHEREAS**, USAG has also consulted with other parties regarding the effects of the undertakings on historic properties: El Paso County Board of County Commissioners, Board of Pueblo County Commissioners, City of Colorado Springs Land Use Review and Historic Preservation Board, Colorado Preservation, Inc., and Colorado Council of Professional Archaeologists, and has invited them to sign this PA as concurring parties; and

**WHEREAS**, in accordance with 36 CFR § 800.14(b)(2)(ii) USAG has arranged for public participation by placing notice of this PA development in the Fountain Valley News (March 21, 2012), Pueblo Chieftain (March 21, 2012), and The Gazette in Colorado Springs (March 21, 2012), and the Final Draft was made available to the public via notice in the Fountain Valley News (December 29, 2012), Pueblo Chieftain (December 26, 2012), and The Gazette in Colorado Springs (December 28, 2012); and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), USAG has notified the Advisory Council on Historic Preservation (ACHP) of the potential for adverse effects determinations, provided the specified documentation, and ACHP has chosen to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

**WHEREAS**, USAG has conducted cultural resources inventory studies over the last thirty (30) years using varying methodologies and standards within the APEs, and SHPO and USAG need to reconcile potential differences in their databases of historic properties and associated inventory reports; and

**WHEREAS**, USAG has provided to SHPO all cultural resources survey areas and archaeological and building site locations for the APEs in geographic information system (GIS) shape files and as a master index listing pertinent information for all sites, including dates of recordation, determination of eligibility (DOE), and date of SHPO concurrence; and

**WHEREAS**, USAG has not conducted a cultural resources inventory study in the Small Arms Impact Area (Main Post; Appendix A, page A-2) due to human life and safety issues, and shall not conduct an inventory in the Small Arms Impact Area because of human life and safety issues; and

**WHEREAS**, based on the very low density of NRHP eligible sites documented in prior archaeological surveys and the significant historic disturbance to the Main Post area south to Rock Creek, SHPO and USAG agree that additional archaeological survey is not needed for the Main Post area; and

**WHEREAS**, although many areas of the built environment covered by this PA are in locations that have been heavily disturbed by previous construction, there remain some

relatively undisturbed areas where the potential for buried archaeological remains may be high, based on prior archaeological and environmental studies; and

**WHEREAS**, USAG has submitted for assessment to SHPO all known cultural resources within the APEs covered by this PA. See Appendix B for a list of all resources within the APEs designated as “Eligible – Officially” and “Needs Data - Officially”; and

**WHEREAS**, undertakings at properties for which effects have been taken into account through the *Program Comment for Capehart and Wherry Era Army Family Housing and Associated Structures and Landscape Features (1949–1962)*, *Program Comment for World War II and Cold War Era (1939-1974) Ammunition Storage Facilities*, *Program Comment for Cold War Era Unaccompanied Personnel Housing (1946-1947)*, and the *Program Comment for DoD Rehabilitation Treatment Measures* are not part of this PA; and

**WHEREAS**, USAG, in order to deal with the inadvertent discovery of Native American human remains and cultural items, has consulted with Tribes to address compliance with the Native American Graves Protection and Repatriation Act (NAGPRA) and has signed the *Comprehensive Agreement Regarding Tribal Access Privacy and Information Sharing and Inadvertent Discovery and Intentional Excavation of Native American Human Remains and Cultural Items Culturally Affiliated with the Apache Tribe of Oklahoma, Cheyenne and Arapaho Tribes of Oklahoma, Comanche Nation of Oklahoma, Kiowa Tribe of Oklahoma, Northern Arapaho Tribe, Northern Cheyenne Tribe, Oglala Sioux Tribe of the Pine Ridge Reservation, Shoshone Tribe (Eastern Band), Southern Ute Indian Tribe, and Ute Mountain Ute Tribe Within Federal Lands Owned or Controlled by Fort Carson, Colorado, 2004* and the *Comprehensive Agreement Regarding Tribal Access Privacy and Information Sharing and Inadvertent Discovery and Intentional Excavation of Native American Human Remains and Cultural Items Culturally Affiliated with the Jicarilla Apache Nation Within Federal Lands Owned or Controlled by Fort Carson, Colorado, 2005*; and

**NOW, THEREFORE**, USAG, SHPO, and ACHP agree that this PA shall be implemented in accordance with the following stipulations in order to take into account the effects of undertakings on historic properties.

#### **STIPULATIONS:**

USAG shall ensure that the following measures are carried out:

##### **I. GENERAL**

###### **A. Garrison Commander**

1. The Garrison Commander is responsible for all decisions regarding the applicability of this agreement to undertakings within the APEs.



2. The implementation of the Garrison Commander's intent shall be primarily executed on a day-to-day basis by the Cultural Resources Manager (CRM).

**B. Cultural Resources Manager**

1. The CRM shall be a federal employee responsible, on behalf of the Garrison Commander, for ensuring that the Stipulations herein are met.

2. The CRM shall meet, or USAG employ, maintain a contract with, or obtain through other means, professional expertise that meets, the qualification standards outlined in the *Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation: Professional Qualification Standards* [As Amended and Annotated] for archeology, history, architecture, historic architecture, or architectural history and be a federal employee.

3. The CRM shall ensure that efforts to identify, evaluate, and treat historic properties under the Stipulations of this PA meet the *Secretary of the Interior's Standards and Guidelines*.

**II. CULTURAL RESOURCES AWARENESS / PROTECTION TRAINING**

A. Cultural resources awareness/protection training shall continue to be part of the Environmental Protection Officer Course and the Maneuver Damage Officer Course, regularly provided to Soldiers, Installation staff, contract maintenance workers, and others as needed.

B. The CRM shall review training materials annually and revise as necessary to ensure information is up-to-date and accurate.

C. USAG shall provide copies of training materials to the concurring parties, except ACHP, no later than November 15th of each year for their review and comment, in accordance with Stipulation VII.

**III. INVENTORY AND EVALUATION OF THE APES**

**A. Inventory and Evaluation of the Built Environment**

1. For the purpose of this PA the Built Environment is defined as the surroundings shaped and manipulated by human activity encompassing buildings, structures, objects, sites and districts, as these items are defined in National Register Bulletin: How to Apply the National Register Criteria for Evaluation. For the purposes of this agreement, the "Built Environment" does not include archaeological resources, which are further discussed in Stipulation III.B.

2. For properties within the APEs that are older than forty-five (45) years of age and are discovered not to have been previously surveyed, USAG shall follow the process set forth in Stipulation III.A.4.
3. USAG shall provide SHPO with supplemental data pertaining to these historic properties as appropriate in accordance with Stipulation VII.
4. Once a building, structure, object, non-archaeological site, or district reaches forty-five (45) years of age within an APE, it shall be programmed for evaluation for its eligibility to the NRHP.
  - a) USAG shall submit the DOE for the property to SHPO within six (6) months of the evaluation date.
  - b) Upon receipt of the DOE(s), SHPO shall have thirty (30) calendar days to provide concurrence or non-concurrence on the DOE.
  - c) All disputes regarding a DOE shall be submitted to the Keeper of the National Register in accordance with 36 CFR Part 63.

#### B. Inventory and Evaluation of Archaeological Resources

1. Archaeological resources are defined as the physical remains of past human behavior that allows for its interpretation as defined in National Register Bulletin: Guidelines for Evaluating and Registering Archaeological Properties, found in association with the built environment, within more undeveloped or natural settings, or within buried contexts with no visible trace on the modern ground surface.
2. SHPO has GIS shape files and a master index of USAG cultural resources survey areas and archaeological and building site locations within the APEs of this agreement, however, these will be refined as follows:
  - a) SHPO shall have sixty (60) calendar days upon execution of this PA to integrate the GIS shape files and master index with its own system and provide USAG with written notification on a baseline having been created and any requests for missing information from its system.
  - b) Within four months of execution of this PA, USAG and SHPO shall schedule a meeting, if necessary, to discuss and agree upon an approach for how to handle any identified discrepancies in data.
  - c) Based on meeting discussions, USAG and SHPO shall follow procedures outlined as a result of Stipulation III.B.2.b) to resolve discrepancies in data. Any mutually agreed upon terms regarding resolution of discrepancies in data shall be completed within two (2) years of the execution of this PA.

d) If disputes are identified and resolution cannot be reached between USAG and SHPO regarding a DOE, those disputes shall be submitted to the Keeper of the National Register in accordance with 36 CFR Part 63.

e) GIS shape files and master index shall be updated and provided to SHPO by November 15th of each year in accordance with Stipulation VII unless specifically requested in writing by SHPO at an earlier time.

#### C. Development of Guidelines for Archaeological Monitoring of Future Ground-disturbing Activities

1. Within four (4) months of execution of this PA, USAG and SHPO shall jointly propose guidelines for monitoring by the CRM or designated staff for any future ground-disturbing activities within the APEs. These agreed upon areas for monitoring consideration will be delineated on a map. The CRM will use these guidelines, developed jointly with SHPO, and the scope of each undertaking to determine when monitoring is required. The guidelines and mapped areas shall be attached to this PA as Appendix E.
2. Based on the results of annual reviews and future archaeological or environmental studies, USAG and SHPO may by mutual consent amend the guidelines and map to better reflect the potential for buried archaeological remains in accordance with Stipulation VIII.
3. Monitoring activities shall be reported in the Annual Report in accordance with Stipulation VII.

#### **IV. EXEMPTED UNDERTAKINGS**

A. As detailed in Appendix C, undertakings within the Main Post south to Rock Creek are exempt from further consultation with SHPO, except for the properties listed in Appendix B. Should the DOE of any of the properties within Appendix B change to “Not Eligible – Officially” as a result of consultation with SHPO during the execution of this PA, the exemptions under Appendix C shall apply.

B. Within the site boundaries of the Incinerator Complex Historic District and the Turkey Creek Ranch Historic District, undertakings listed in Appendix C are exempt from further consultation with SHPO.

C. For all other undertakings within the site boundaries of the Incinerator Complex Historic District and the Turkey Creek Ranch Historic District, USAG shall follow the Section 106 process in accordance 36 CFR §§ 800.3 through 800.7.

#### **V. PROCEDURE FOR ADDING EXEMPTED UNDERTAKINGS TO ADDITIONAL APEs**

A. Following mutual agreement by USAG and SHPO that the inventory and evaluation of cultural resources and guidelines for archaeological monitoring within an APE is sufficient in accordance with Stipulation III, USAG and SHPO may agree to add one of the APEs that are the subject of this agreement to Stipulation IV and Appendix C.

B. Appendix C includes a brief description of each APE and a summary of its primary uses within the scope of USAG's mission at Fort Carson. To add an APE USAG shall provide to SHPO and concurring parties a list of exempted undertakings and nature of specific monitoring and/or avoidance plans for proposed and future undertakings and the known cultural resources in the APE.

C. Following USAG's consideration of the comments by SHPO and concurring parties, amendments to Stipulation IV and Appendix C will be done in accordance with Stipulation VIII. USAG will ensure appropriate consultation with Fort Carson affiliated Tribes to determine whether an APE to be added contains resources of traditional, religious, and/or cultural importance.

## **VI. INADVERTENT DISCOVERIES**

If, during the execution of an undertaking, a previously unidentified cultural resource or adverse effect to a known historic property is discovered, USAG shall assume its responsibilities pursuant to 36 CFR § 800.13(b)(3) and the actions taken shall be included in the Annual Report in accordance with Stipulation VII. USAG's Inadvertent Discovery of Archaeological, Cultural, or Paleontological Materials is included in Fort Carson's Integrated Cultural Resources Management Plan (ICRMP), which can be found at <http://www.carson.army.mil/DPW/nepa.html>.

## **VII. REPORTING**

A. USAG shall provide an Annual Report (period covered October 1st through September 30th), distributed electronically to SHPO and concurring parties, no later than November 15th of each year during the implementation of this PA. The report shall be provided to ACHP upon request.

B. The report shall include the necessary and appropriate information included in Stipulations II, III, IV, VI, IX, and XI.

C. The Annual Report shall be formatted in accordance with Appendix D.

## **VIII. AMENDMENT**

This PA may be amended when such an amendment is agreed to in writing by all signatories. USAG shall consult with Fort Carson affiliated Tribes to determine if the proposed amendment may affect resources of traditional, religious, and/or cultural importance to a Tribe(s). The amendment shall be effective on the date a copy is signed by all signatories and is filed with ACHP.

## **IX. DISPUTE RESOLUTION**

Should a signatory or concurring party to this PA object to any of the actions proposed or the manner in which the terms of this PA are implemented, USAG shall consult with such party to resolve the objection. If USAG determines within thirty (30) calendar days that such objection cannot be resolved, USAG shall:

A. Forward all documentation relevant to the dispute, including USAG's proposed resolution, to ACHP. The ACHP shall provide USAG with its advice on the resolution of the objection within thirty (30) calendar days of receiving adequate documentation. Prior to reaching a final decision on the dispute, USAG shall prepare a written response that takes into account any timely advice or comments regarding the dispute from ACHP, signatories and concurring parties, and provide them with a copy of this written response. USAG shall then proceed according to its final decision.

B. If ACHP does not provide written comments regarding the dispute within the thirty (30) calendar day time period, USAG may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, USAG shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories and concurring parties to the PA, and provide them and ACHP with a copy of such written response.

C. USAG shall carry out all other actions subject to the terms of this PA that are not the subject of the dispute.

## **X. TERMINATION**

A. If a signatory to this PA determines that its terms shall not or cannot be carried out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulation VIII. If within thirty (30) calendar days (or another time period agreed upon by all signatories) an amendment cannot be reached, any signatory may terminate the PA upon written notification to the other signatories.

B. Should the PA be terminated, USAG shall comply with 36 CFR §§ 800.3 through 800.7.

## **XI. ANTI-DEFICIENCY ACT**

USAG's obligations under this PA are subject to the availability of funds, and the stipulations of this PA are subject to the provisions of the Anti-Deficiency Act. USAG shall make reasonable and good faith efforts to secure the necessary funds to implement this PA in its entirety. If compliance with the Anti-Deficiency Act alters or impairs USAG's ability to implement the stipulations of this PA, USAG shall consult with SHPO and ACHP in accordance with Stipulation VIII or X.

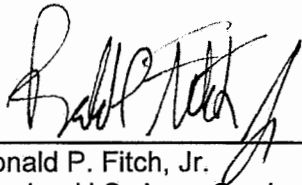
## **XII. DURATION**

This PA shall take effect on the date it is signed by the last signatory and shall remain in effect until December 31, 2019, unless the signatories agree to extend it by written amendment in accordance with Stipulation VIII.

**EXECUTION** of this PA by USAG, SHPO, and ACHP, and implementation of its terms, evidence that USAG has taken into account the effects of this PA on historic properties and afforded ACHP an opportunity to comment.

**FIRST AMENDMENT TO THE  
PROGRAMMATIC AGREEMENT  
AMONG  
U.S. ARMY GARRISON FORT CARSON,  
THE COLORADO STATE HISTORIC PRESERVATION OFFICER  
AND THE  
ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING  
CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES FOR AREAS ON  
FORT CARSON, COLORADO**

**SIGNATORIES:**




COL Ronald P. Fitch, Jr.  
Commander, U.S. Army Garrison Fort Carson

26 Feb 18  
date

**FIRST AMENDMENT TO THE  
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CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES FOR AREAS  
ON  
FORT CARSON, COLORADO**

**SIGNATORIES:**

  
for Steve Turner  
Colorado State Historic Preservation Officer

  
date



**FIRST AMENDMENT TO THE  
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FORT CARSON, COLORADO**

**SIGNATORIES:**

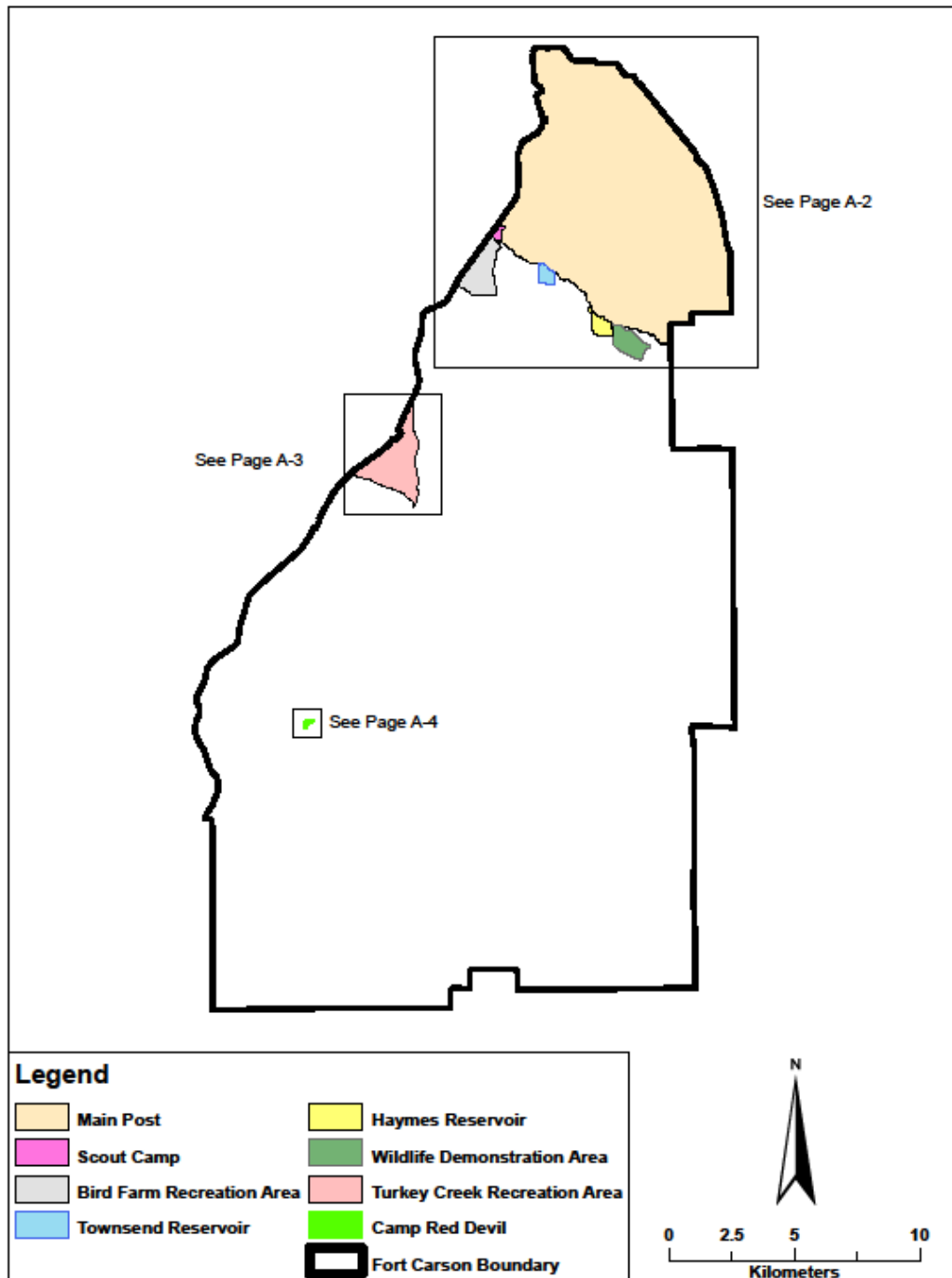


*for* John M. Fowler  
Executive Director, Advisory Council on Historic Preservation

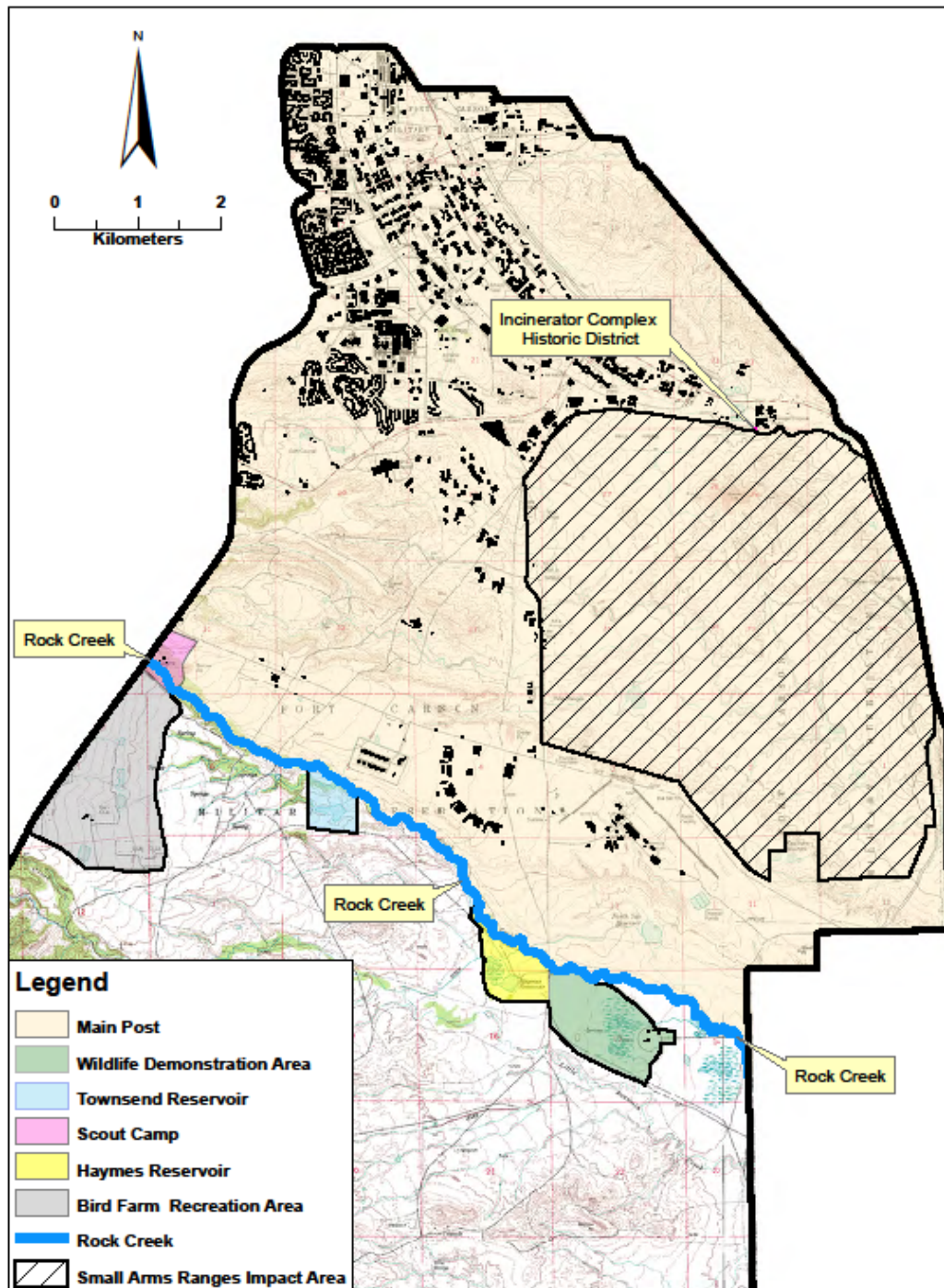
3/23/18  
date

## APPENDIX A

### AREAS ON FORT CARSON COVERED BY THIS PA

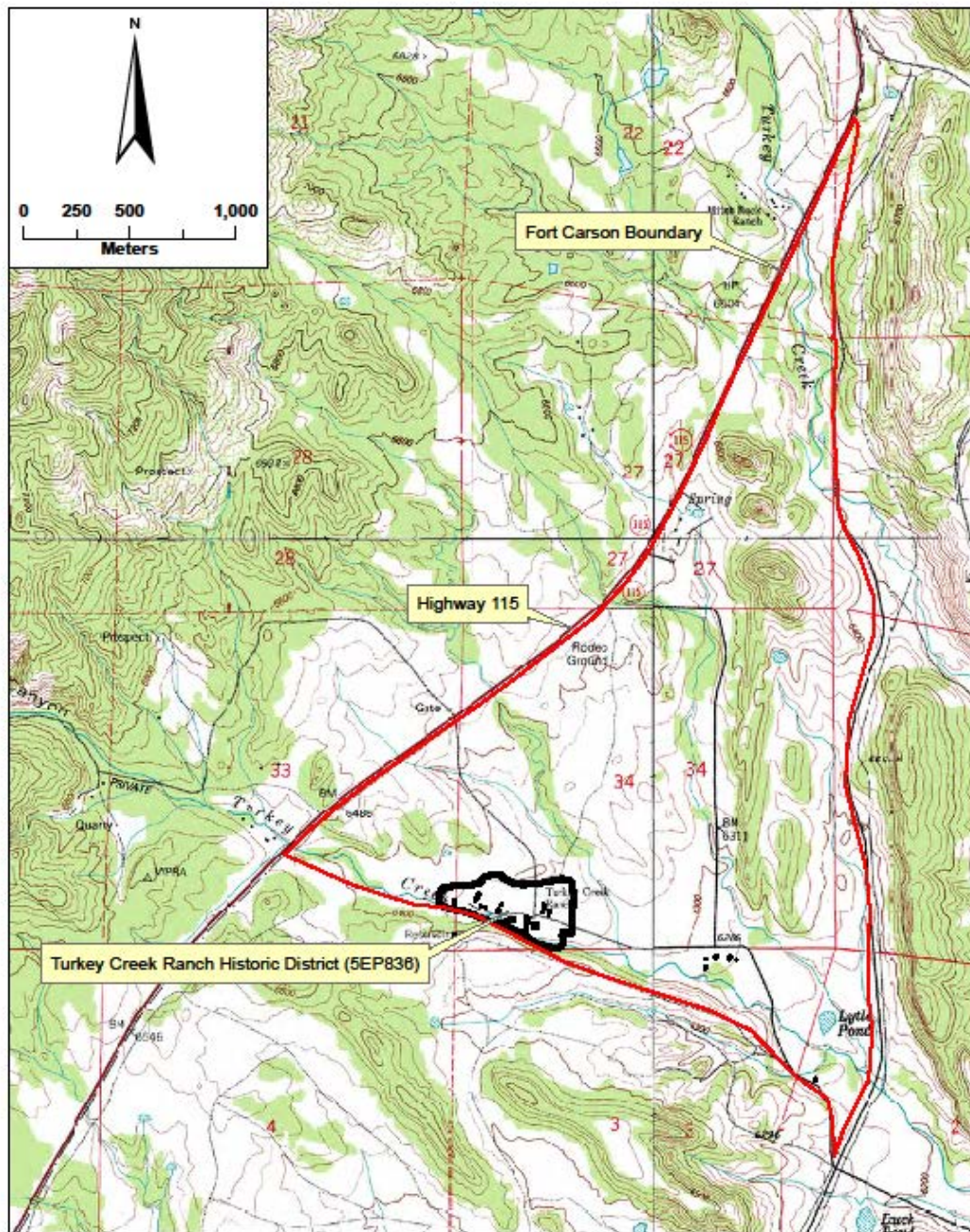


## Main Post APE and Others



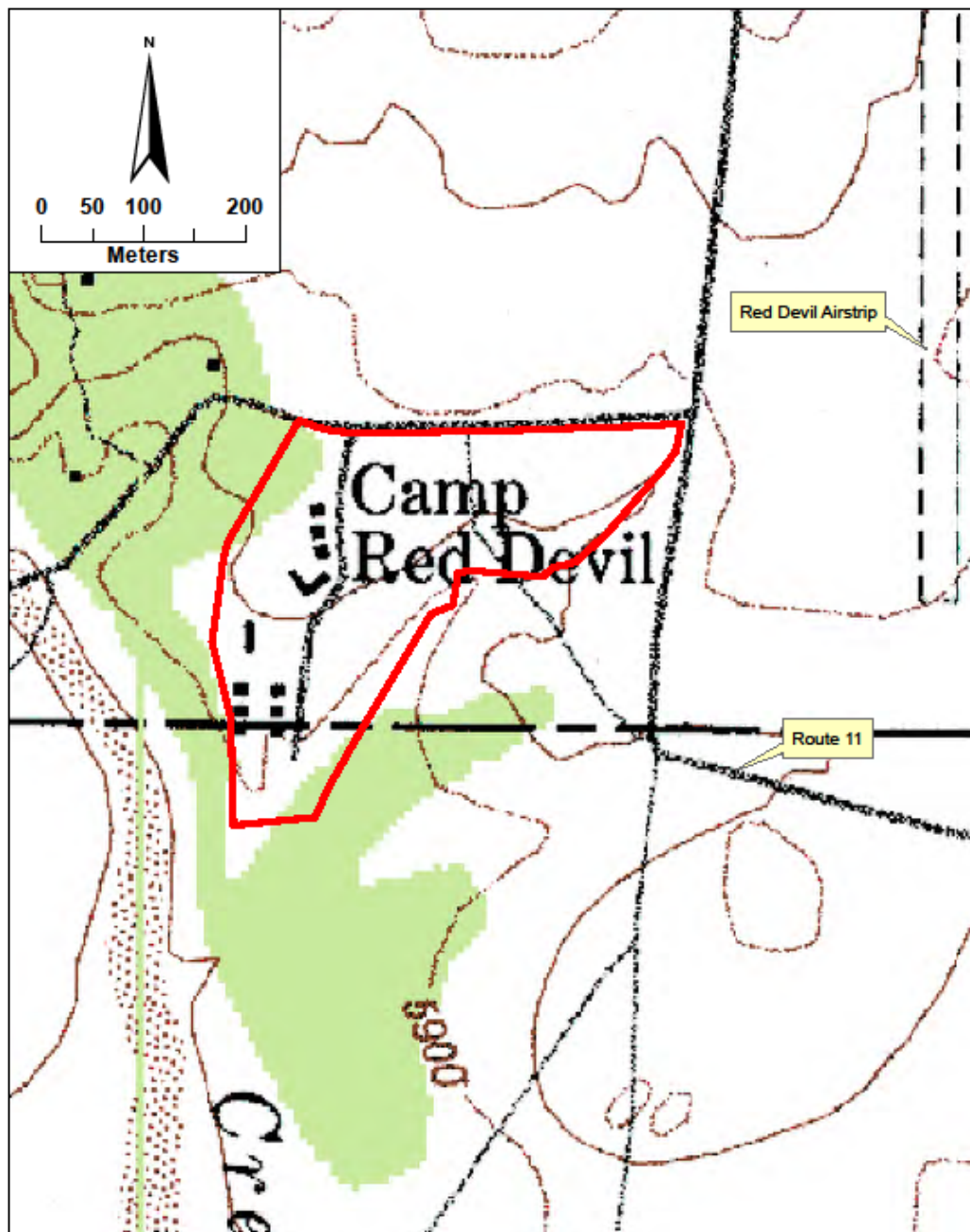


## Turkey Creek Recreation Area APE



Turkey Creek Recreation Area

### Camp Red Devil APE



Camp Red Devil

## APPENDIX C

### DESCRIPTION OF AREAS OF POTENTIAL EFFECTS AND EXEMPTED UNDERTAKINGS

**I. Main Post:** The Main Post of Fort Carson, or Cantonment Area, comprises the infrastructure required for Soldiers, their Families, civilians, and others to live and work on Fort Carson. This includes office and administrative complexes, housing, schools, shopping areas, and military education/training facilities. Training Area (TA) Bravo is used for dismounted military training and as a road test area for vehicle maintenance. The portion of the Main Post south to Rock Creek is comprised of open land or established military training facilities, i.e. Butts Army Air Field, the small arms firing ranges, the 10th Special Forces Complex, a land navigation course, etc.

The categories of undertakings listed below have been determined by USAG, SHPO, and ACHP to meet the criteria for exemption for the Main Post. These undertakings are considered to have no adverse effect.

**A. New Construction, Maintenance, Repair, Demolition and Replacement Operations (Not within the boundary of a historic property)**

1. New construction of buildings and other above and below ground infrastructure and related activities.
2. Maintenance, repair, and related activities on existing facilities and infrastructure not greater than fifty (50) years old and those facilities older than fifty (50) years of age but have been previously officially determined to be ineligible for the NRHP in consultation with SHPO.
3. Demolition of buildings and other infrastructure not greater than fifty (50) years old and those facilities older than fifty (50) years of age but have been previously officially determined to be ineligible for the NRHP in consultation with SHPO.

**B. Grounds and Land Maintenance (Not within the boundary of a historic property)**

1. Maintenance, repair, and installation of recreational structures and other equipment.
2. Ground disturbing activities to control, prevent, or repair soil erosion and rain runoff.
3. Grounds maintenance activities associated with installing, removal, and maintaining landscaping; i.e., mowing, trimming, planting, rock hardening, prescribed burning and weed/pest control.

**C. Other Undertakings**

1. Removal or in-place disposal of unexploded ordnance.



2. Removal of substances or materials that pose a threat to human health and safety.

3. Continued use of Small Arms Impact Area for small arms range activities.

D. Historic Properties (Eligible for inclusion in the National Register)

1. Site Work

a) In-kind repair/replacement of existing site improvements, including, but not limited to roads, parking areas, fences, recreation equipment, and signs.

b) Installation, repair, or replacement of water, electric, gas, sanitary, cable and underground or aboveground utilities.

c) Grounds maintenance activities associated with installing, removal, and maintaining landscaping; i.e., mowing, trimming, planting, and weed/pest control.

d) In-kind Exterior Maintenance and Repair on Buildings/Structures Determined to be Contributing Element to a Historic District.

e) Removal of coatings, stains, paint, and caulking by non-destructive means, provided that the removal method on buildings and components is consistent with provisions in the *Secretary of the Interior's Standards for Rehabilitation*.

f) Refinishing in-kind; i.e., coatings, stains, and painted surfaces with the same, or original, materials, and same, or original, color.

g) Maintenance, repair, and replacement in-kind of stucco, masonry, wood siding, trim, porch decking, porch rails, joists, columns, and stairs, provided that existing materials shall be retained to the maximum extent practical.

h) Maintenance, repair, and replacement in-kind of existing exterior features, doors or windows.

i) All lead paint and asbestos abatement or mitigation that does not involve removal or alteration of exterior features, doors, or windows.

j) Maintenance, repair, and in-kind replacement, to code, of roof shingles and tiles, roof cladding and sheeting, gutters, soffits, and downspouts with no change in roof pitch or configuration.

k) Weatherizing of doors and windows, including caulking, and insulation and weather stripping of existing frames.

l) Installation of materials or equipment for the specific purpose of deterring bird habitat on building components, provided such materials do not damage or detract from the architectural character of the building.

m) Installation of facilities with the exception of ADA ramps to provide access to historic properties by disabled persons, provided the alterations are based on CRM review, architecturally compatible with the facility, are freestanding, and do not damage or require removal of historic materials.

2. In-kind Interior Maintenance and Repair on Buildings/Structures Determined to be Contributing Elements to a Historic District.

a) Removal of coatings, paint, and caulking by non-destructive means, provided that the removal method on buildings and components is consistent with provisions in the *Secretary of the Interior's Standards for Rehabilitation*.

b) Refinishing in-kind; i.e., coatings, stains, and painted surfaces with the same, or original, materials, and same, or original, color.

c) Routine maintenance and repair of doors, windows, and cabinets.

d) Replacement of kitchen and bathroom appliances, fixtures, fittings, accessories, and cabinets that are less than forty-five (45) years old with compatible items.

e) Replacement of existing non-historic floor coverings, and window treatments, provided that attachment to historic materials is done in a reversible manner.

f) Maintenance, repair, and replacement in-kind of historic flooring, provided that replacement occurs only for portions of such flooring that are extensively deteriorated.

g) Installation of fire, smoke, and security detectors, provided all effects to historic materials are reversible.

h) Installation of interior furniture/furnishings and information technology systems and equipment where those items shall not alter or detract from those qualities that make the resource eligible for the NRHP.

i) All lead paint and asbestos abatement or mitigation that does not involve removal or alteration of exterior features, doors, or windows.



3. Electrical/Communications/Plumbing/HVAC.
  - a) Maintenance, repair, or replacement of existing electrical and plumbing fixtures, electrical wiring, data lines, and pipes, when it can be achieved without damaging historic features, materials, or spaces.
  - b) Maintenance, repair, or replacement of existing heating and cooling systems, and duct work and ventilation systems, when they do not contribute to the historic significance of a building, and provided the new heating and cooling systems do not alter or damage a building's historic features or materials.
  - c) Removal of asbestos insulation and wrap from piping and other mechanical systems.
4. Maintenance and Repair on Buildings/Structures Determined to be Non-Contributing Elements to a Historic District.
  - a) All necessary maintenance, repair, or replacement work, both interior and exterior, on non-contributing buildings/structures shall be carried out in accordance with Section 1(b) and (c) of this Appendix.

**II. Scout Camp:** This area offers a variety of camping options, including individual and group campsites with fire rings and gravel tent spots for all types of Scouting and youth organizations, Soldiers, and their Families.

Exempted undertakings shall be added later for this APE upon mutual agreement between USAG and SHPO per Stipulation V.

**III. Bird Farm Recreation Area:** This area is used for recreational activities, i.e. fishing (Womack Reservoir) hiking, wildlife viewing, and dog training and is open for use by Soldiers, their Families, and the public. There is also a trap shooting range used by both Fort Carson and athletes from the U.S. Olympic Training Center.

Exempted undertakings shall be added later for this APE upon mutual agreement between USAG and SHPO per Stipulation V.

**IV. Townsend Reservoir:** This area is used for recreational activities, i.e. fishing and hiking, and is open for use by Soldiers, their Families, and the public. The area contains a picnic pavilion, but overnight camping is not allowed.

Exempted undertakings shall be added later for this APE upon mutual agreement between USAG and SHPO per Stipulation V.

**V. Haymes Reservoir:** This area is used for recreational activities, i.e. fishing and hiking, and is open for use by Soldiers, their Families, and the public. The area contains a picnic pavilion, but overnight camping is not allowed.

Exempted undertakings shall be added later for this APE upon mutual agreement between USAG and SHPO per Stipulation V.

**VI. Wildlife Demonstration Area:** This area is used for recreational activities, i.e. hiking, wildlife viewing, and dog training and is open for use by Soldiers, their Families, and the public. A temporary Ammunition Holding Area (AHA) is also within this Select Area.

Exempted undertakings shall be added later for this APE upon mutual agreement between USAG and SHPO per Stipulation V.

**VII. Turkey Creek Recreation Area:** This area is used for picnic, designated overnight camping area, and other recreational activities, such as disc golf, an archery range, a paintball course, and horseback riding. The Turkey Creek Ranch Historic District is contained within this area, which includes facilities for Fort Carson's Mounted Color Guard.

Exempted undertakings shall be added later for this APE upon mutual agreement between USAG and SHPO per Stipulation V.

**VIII. Camp Red Devil:** The portion of Camp Red Devil that applies to the stipulations and exemptions of this PA include only administrative support buildings, i.e. office space and conference/training rooms.

Exempted undertakings shall be added later for this APE upon mutual agreement between USAG and SHPO per Stipulation V.

## **APPENDIX D**

### **ANNUAL REPORT FORMAT**

#### **I. Exempted Undertakings**

| <b>USAG Project Number</b> | <b>Project Name</b> | <b>Location (APE)</b> | <b>Archaeological Sensitivity (High/Low)</b> | <b>Exemption Used</b> | <b>Date Reviewed</b> | <b>Remarks</b> |
|----------------------------|---------------------|-----------------------|--|-----------------------|----------------------|----------------|
|                            |                     |                       |  |                       |                      |                |
|                            |                     |                       |  |                       |                      |                |

#### **II. Non-exempt Undertakings**

| <b>USAG Project Number</b> | <b>Project Name</b> | <b>Location (APE)</b> | <b>Date Reviewed</b> | <b>SHPO Number</b> | <b>Date SHPO Agreement</b> | <b>Remarks</b> |
|----------------------------|---------------------|-----------------------|----------------------|--------------------|----------------------------|----------------|
|                            |                     |                       |                      |                    |                            |                |
|                            |                     |                       |                      |                    |                            |                |

#### **III. Actions Update**

A. Cultural Resources Awareness/Protection Training: Provide current training materials for concurring party review. Attach comments received from previous review and how those comments were addressed.

B. Inventory and Survey of the APEs:

1. Date USAG GIS shape files for cultural resource survey areas and archaeological site locations were provided to SHPO.
2. Update on APEs and concurrence between SHPO and USAG

C. Exempted Undertakings

D. Expanding the APEs for Exempted Undertakings

E. Inadvertent Discoveries

F. Emergency Response per 36 CFR § Part 800.12

G. Amendment

H. Dispute Resolution

## **APPENDIX E**

### **GUIDELINES FOR ARCHAEOLOGICAL MONITORING OF FUTURE GROUND-DISTURBING ACTIVITIES**

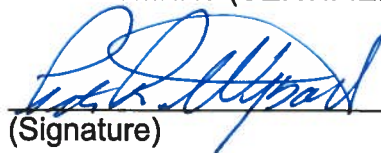
Reserved for future guidelines and maps to be jointly developed by USAG and SHPO,  
per Stipulation III.C.

**APPENDIX F**  
**Concurring Party Signature Pages**  
**from the**  
**Fort Carson Built Environment Programmatic Agreement**  
**Executed on March 27, 2013**

**PROGRAMMATIC AGREEMENT  
AMONG THE U.S. ARMY FORT CARSON,  
THE COLORADO STATE HISTORIC PRESERVATION OFFICER  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION  
REGARDING CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES  
FOR AREAS ON FORT CARSON, COLORADO**

**CONCURRING PARTY SIGNATURE PAGE:**

CITY OF COLORADO SPRINGS, PLANNING & COMMUNITY DEVELOPMENT  
DEPARTMENT (CERTIFIED LOCAL GOVERNMENT)

  
(Signature)

Date: 11-30-2016

Peter Wysocki, Director of Planning & Development  
(Name and Title)

(719) 385-5366 dsexton@springsgov.com  
(Telephone and Email)

Please provide the name(s) and contact information for any additional personnel to be contacted regarding this Agreement and other cultural resources consultation efforts.

Daniel Sexton, Senior Planner, (719) 385-5366, dsexton@springsgov.com  
(Name, Title, Telephone, Email)

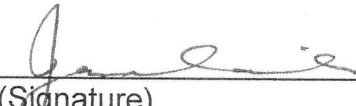
Hannah Van Nimwegen, Planner II, (719) 385-5365, hvannimwegen@springsgov.com  
(Name, Title, Telephone, Email)

\_\_\_\_\_  
(Name, Title, Telephone, Email)

**PROGRAMMATIC AGREEMENT  
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REGARDING CONSTRUCTION, MAINTENANCE, AND OPERATIONS ACTIVITIES  
FOR AREAS ON FORT CARSON, COLORADO**

**CONCURRING PARTY SIGNATURE PAGE:**

COLORADO PRESERVATION, INCORPORATED

  
(Signature)

Date: 5-9-13

Jane V. Daniels, Executive Director  
(Name and Title)

303-893-4260 ; j.daniels@coloradopreservation.org  
(Telephone and Email)

Please provide the name(s) and contact information for any additional personnel to be contacted regarding this PA and other cultural resources consultation efforts.

Rachel Parris, Programs Coordinator, rparris@coloradopreservation.org  
(Name, Title, Telephone, Email)

303-893-4260, ext. 236

Michelle Chichester, Outreach Coordinator, mchichester@coloradopreservation.org  
(Name, Title, Telephone, Email)

303-893-4260, ext. 237

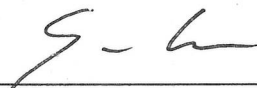
Rebecca Goodwin, Board Chair, 719-468-6812; rgoodwin@  
(Name, Title, Telephone, Email)

preserveourhistory.us

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FOR AREAS ON FORT CARSON, COLORADO**

**CONCURRING PARTY SIGNATURE PAGE:**

COLORADO COUNCIL OF PROFESSIONAL ARCHAEOLOGISTS

  
(Signature)

Date: 8/1/2013

Sean Larmore, President  
(Name and Title)

(970) 422-2136 slarmore@eroresources.com  
(Telephone and Email)

Please provide the name(s) and contact information for any additional personnel to be contacted regarding this PA and other cultural resources consultation efforts.

Diane Rhodes, CCPA Liason; 12827 W. Arizona Place, Lakewood, CO 80228  
(Name, Title, Telephone, Email)

\_\_\_\_\_  
(Name, Title, Telephone, Email)

\_\_\_\_\_  
(Name, Title, Telephone, Email)



RECEIVED OCT 17 2013

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PROGRAMMATIC AGREEMENT  
AMONG THE U.S. ARMY GARRISON FORT CARSON,  
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FOR AREAS ON FORT CARSON, COLORADO

CONCURRING PARTY SIGNATURE PAGE:

EL PASO COUNTY BOARD OF COUNTY COMMISSIONERS

*Dennis Hisey* Date: 07.09.2013  
(Signature) 13-307a

Dennis Hisey, El Paso County BOCC Chair  
(Name and Title)

719.520.6414 dennishisey@elpasoco.com  
(Telephone and Email)

Please provide the name(s) and contact information for any additional personnel  
to be contacted regarding this PA and other cultural resources consultation efforts.

\_\_\_\_\_  
(Name, Title, Telephone, Email)

\_\_\_\_\_  
(Name, Title, Telephone, Email)

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(Name, Title, Telephone, Email)