PROGRAMMATIC AGREEMENT AMONG U.S. ARMY GARRISON FORT EISENHOWER, THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION REGARDING OPERATIONS, MAINTENANCE, TRAINING, AND DEVELOPMENT OF FORT EISENHOWER, RICHMOND, COLUMBIA, MCDUFFIE, AND JEFFERSON COUNTIES, GEORGIA HP-060410-014

WHEREAS, the U.S. Army Garrison Fort Eisenhower (Fort Eisenhower) plans to continue to coordinate and administer an ongoing program of operations, maintenance, training, and development (Project); and

WHEREAS, Fort Eisenhower, a federally owned and operated facility, plans to carry out the Project pursuant to Army regulations, thereby making the Project an undertaking subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 USC Section 300101, and its implementing regulations, 36 CFR Part 800; and

WHEREAS, Fort Eisenhower has defined the Project's area of potential effect (APE) as described in Appendix A; and

WHEREAS, Fort Eisenhower has determined that the Project, including undertakings performed by Fort Eisenhower lessees, permitees, and tenant units, may have an adverse effect on historic properties eligible for listing in or listed in the National Register of Historic Places (NHRP), and has consulted with the Georgia State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800; and

WHEREAS, pursuant to consultation conducted under 36 CFR 800.14(b), the signatories have developed this Programmatic Agreement (PA) in order to establish an efficient and effective program alternative for taking into account the effects of the Project on historic properties where routine management of activities are undertaken at Fort Eisenhower; and

WHEREAS, Fort Eisenhower has notified and requested comments from the Alabama-Quassarte Tribal Town, the Catawba Indian Nation, the Cherokee Nation, the Chickasaw Nation, the Kialegee Tribal Town, the Muscogee (Creek) Nation, the Poarch Band of Creek Indians, the Thlopthlocco Tribal Town, and United Keetoowah Band of Cherokee Indians in Oklahoma (Tribes), all with potential concerns for properties of traditional, religious, or cultural significance at Fort Eisenhower; and

WHEREAS, the Cherokee Nation and Chickasaw Nation responded stating they did not want to be concurring parties on the PA; and

WHEREAS, the remaining consulting Tribes did not submit comments, nor did they request to be concurring parties on the PA; and

WHEREAS, Fort Eisenhower has afforded the public an opportunity to comment on this PA in accordance with 36 CFR 800.14(b)(ii) by publishing a Notice of Availability in the *Augusta Chronicle* and posting on the Fort Eisenhower Facebook page notifying the public that this PA was available for a 30-day review through the Fort Eisenhower Environmental webpage and received no comment; and

WHEREAS, Fort Eisenhower has notified Historic Augusta, Inc with a letter and copy of this PA for a 30-day review and received no comment; and

WHEREAS, in accordance with 36 CFR 800.6(a)(1), Fort Eisenhower has notified the Advisory Council on Historic Preservation (ACHP) of the development of this PA, providing required documentation, and the ACHP has chosen to participate as a Signatory pursuant to 36 CFR 800.6(a)(1)(iii); and

WHEREAS, the Cantonment Area (as defined in Appendix B) shall be exempt from further survey and inventory for archaeological sites because of extensive disturbance due to construction and troop activities, and

WHEREAS, the unexploded ordnance and dudded impact areas (as defined in Appendix B) shall be exempted from archaeological survey because of human health and safety issues; and

WHEREAS, Fort Eisenhower has completed architectural surveys of all its extant buildings built between 1942 and 1989 (no extant buildings on the installation predate 1942) and has completed archaeological surveys at the Phase I level for all accessible areas of the installation; and

WHEREAS, the SHPO has reviewed all of Fort Eisenhower's existing cultural resources surveys and has concurred with the NRHP eligibility determinations of the identified buildings and archaeological sites in these surveys (Appendix D); 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), the Program Comment for World War II and Cold War Era (1939-1974) Ammunition Storage Facilities, the Program Comment for Cold War Era Unaccompanied Personnel Housing (1946-1947), the Program Comment for Army Inter-War Era Historic Housing, Associated Buildings and Structures, and Landscape Features (1919-1940), the Program Comment for Department of the Army Vietnam War Era Historic Housing, Associated Buildings and Structures, and Landscape Features (1963-1975), and the Program Comment for DoD Rehabilitation Treatment Measures are not part of this PA; and

WHEREAS, districts, sites, buildings, structures, and objects that are 50 years of age or older that have not yet been evaluated for eligibility to the NRHP will be considered eligible for listing in the NRHP under this PA; and

WHEREAS, pursuant to Army Regulation 200-1, *Environmental Protection and Enhancement*, the Army has designated the Garrison Commander (Commander) to serve as the agency official responsible for compliance with the requirements of Section 106 of the NHPA; and

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

STIPULATIONS

Fort Eisenhower shall ensure that the following measures are carried out:

I. Personnel

A. The Commander shall designate an installation "Cultural Resource Manager" (CRM) to coordinate the installation's cultural resources management program. The CRM will participate in installation-level planning for projects and activities that may affect historic properties and shall ensure that the reviews are carried out in accordance with the terms of this PA. The designated CRM should meet the *Secretary of the Interior's Professional Qualifications Standards* (36 CFR 61; 48 FR 44738-9) (SOI Qualified).

B. If the designated CRM is not SOI Qualified, Fort Eisenhower shall employ, maintain a contract with, or obtain through other means, qualified cultural resource professionals that are SOI Qualified in disciplines appropriate to the Installation's historic properties, to serve as technical support to the Installation cultural resource management staff.

II. Planning and Coordination of Installation Activities

A. Section 106 Coordination with SHPO

The SOI Qualified cultural resource personnel (CRP) at Fort Eisenhower shall conduct the Section 106 consultation process in the following manner:

1. Determine the Undertaking

a. The CRP shall determine if the proposed project is an undertaking as defined in 36 CFR 800.16(y).

i. If the CRP determines the proposed project is an undertaking that has no potential to cause effects on historic properties as defined in 36 CFR 800.16(i), the CRP shall document this determination for inclusion in the Annual Report (Stipulation VII), and Fort Eisenhower has no further obligations under this stipulation.

ii. If the CRP determines the proposed project is an undertaking with the potential to cause effects on historic properties, the CRP will continue the Project Review process in Stipulation II.A.2.

2. Define the APE and Identify Historic Properties

a. The CRP shall determine and document the undertaking's APE, consistently with 36 CFR 800.16(d), taking into account direct, indirect, and cumulative effects, without SHPO consultation.

b. The CRP shall determine if cultural resource surveys are required to identify historic properties in the APE.

i. If existing identification efforts and/or existing historic property surveys are not adequate, in accordance with 36 CFR 800.4(b), in part or all of the APE for an undertaking, the CRP will ensure that historic property identification is completed by professionals as appropriate to the kinds of historic properties likely to be within the APE.

ii. If there are properties requiring evaluation or re-evaluation present in the APE, the CRP will evaluate the property for eligibility to the NRHP and will forward documentation supporting the evaluations to SHPO for review and concurrence.

(a) The SHPO shall be afforded 30 calendar days to respond to the Fort Eisenhower's determinations of eligibility.

(b) If Fort Eisenhower and the SHPO agree that the properties in the APE are not eligible or eligible for inclusion on the NRHP, the CRP may proceed to Stipulation II.A.2.c or II.A.2.d, as applicable.

(c) If Fort Eisenhower and the SHPO do not agree on determinations of eligibility, the CRP will either resolve the disagreement through further consultation with the SHPO or if the disagreement with the SHPO cannot be resolved, Fort Eisenhower will consult the Keeper of the National Register pursuant to 36 CFR Part 63 and notify the SHPO.

c. If the CRP does not identify historic properties within the APE, the CRP shall document this determination of "No Historic Properties Present" for inclusion in the Annual Report (Stipulation VII); and Fort Eisenhower has no further obligations under this stipulation.

d. If the CRP identifies historic properties that may be directly, indirectly, or cumulatively affected within the APE, the CRP shall continue the Project Review process in Stipulation II.A.3.

3. Evaluate Effects of the Undertaking

a. The CRP shall assess the effects of the proposed undertaking, to include direct, indirect, and cumulative effects, on historic properties using the criteria of adverse effects (36 CFR 800.5(a)(1)) and will make one of the following determinations:

i. "No Historic Properties Affected": if it is determined that historic properties present in the APE will not be affected by the undertaking or the project falls under Appendix C Exempt Activities, the CRP shall document this determination for those undertakings for inclusions in the Annual Report (Stipulation VII); and Fort Eisenhower has no further obligations under this stipulation.

ii. "No Adverse Effect to Historic Properties": if it is determined that historic properties present in the APE will not be adversely affected by the undertaking, the CRP shall document this determination for those undertakings for inclusions in the Annual Report (Stipulation VII) and document that determination in accordance with 36 CFR 800.11. The CRP will send the determination and documentation to the SHPO, for review and comment.

1. The SHPO will have 30 calendar days to respond to the determination of No Adverse Effect to Historic Properties. If there is no response 30 days after the SHPO has received the determination and documentation, Fort Eisenhower has no further obligation under this stipulation.

2. If Fort Eisenhower and the SHPO concur after consultation that the project will have No Adverse Effect to Historic Properties, Fort Eisenhower has no further obligations under this stipulation.

3. If the SHPO objects to the determination of No Adverse Effect to Historic Properties, Fort Eisenhower will attempt to resolve the objection through consultation. If Fort Eisenhower cannot resolve the objection to a determination of No Adverse Effect to Historic Properties through further consultation, Fort Eisenhower will consult with the ACHP to resolve the adverse effect pursuant to 36 CFR 800.6 and notify SHPO.

iii. "Adverse Effect to Historic Properties": if it is determined that historic properties present in the APE will be adversely affected by the undertaking, the CRP shall enter into tradition Section 106 consultation pursuant to 36 CFR 800.6.

III. Post Review Discovery

In the event of an unanticipated discovery of historic properties during an undertaking, or in the event of unanticipated effects of an undertaking on historic properties, the CRP will follow the procedures outlined in 36 CFR 800.13.b. Additionally, all post-review discoveries will be document in the Annual Report (Stipulation VII).

IV. Emergency Situations

In the event of response to disaster or emergency declared by appropriate US Federal or Georgia state authorities, the CRP shall follow the procedures outlined in 36 CFR 800.12.

V. Native American Consultation

A. Fort Eisenhower shall consult in accordance with 36 CFR Part 800, Executive Order 13175, and Department of Defense Instruction (DoDI) 4710.02 with the Tribes, on effects to historic properties on Fort Eisenhower that have traditional religious and/or cultural significance to each tribe.

B. Fort Eisenhower will provide a copy of the Annual Report (Stipulation VII) to the Tribes.

VI. Anti-Deficiency Act Compliance

The stipulations of this PA are subject to the provisions of the Anti-Deficiency Act, 31 U.S.C. 1341. If compliance with the Anti-Deficiency Act alters or impairs Fort Eisenhower's ability to implement the stipulations of this PA, Fort Eisenhower will consult in accordance with the amendment and termination procedures found at Stipulation IX and X of this PA.

VII. Reporting and Annual Review

A. The Commander shall provide the SHPO and Tribes with an Annual Report on or before February 28 of each year summarizing activities carried out during the previous year under the terms of this PA.

1. Annual Reports shall include a list of projects and program activities considered exempt, found to have no historic properties, or found to have no adverse effect on historic properties, a summary of treatment or mitigation measures implemented to address the adverse effects of undertakings, and a summary of consultation activities and the views of the SHPO and interested parties where appropriate.

2. The Annual Report will include a description of the CRP SOI qualifications and update of new staff contact information.

B. The Commander shall ensure that the Annual Report is available for public inspection, that interested members of the public are made aware of its availability, and that interested members of the public are invited to provide comments to Fort Eisenhower.

VIII. Dispute Resolution

Should any signatory party to this PA object at any time to any actions proposed or the manner in which the terms of this PA are implemented, Fort Eisenhower shall consult with such party to resolve the objection. If Fort Eisenhower determines that such objection cannot be resolved, Fort Eisenhower will:

A. Forward all documentation relevant to the dispute, including Fort Eisenhower's proposed resolution, to the ACHP. The ACHP shall provide Fort Eisenhower 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, Fort Eisenhower shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatory parties, and provide them with a copy of this written response. Fort Eisenhower will then proceed according to its final decision.

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

C. Fort Eisenhower's responsibility to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

IX. Amendment

This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

X. Termination

A. If any signatory to this PA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other parties to attempt to develop an amendment per Stipulation IX.

B. If within thirty (30) calendar days (or another time period agreed to by all signatories) an amendment cannot be reached, any signatory may terminate the PA upon written notification to the other signatories.

C. Once the PA is terminated, Fort Eisenhower shall either (a) consult in accordance with 36 CFR 800.14 to develop a new PA or (b) comply with 36 CFR 800 subpart B with regard to

each undertaking. Fort Eisenhower shall notify the signatories as to the course of action it will pursue.

IX. Duration

This PA shall take effect on the date it is signed by the last signatory and will remain in effect for 10 years from the date it goes into effect. No extension or modification will be effective unless all signatories have agreed in writing per Stipulation IX.

XII. Severability

If any section, subsection, paragraph, sentence, clause, or phrase in this PA is, for any reason, held to be invalid or ineffective, such decision shall not affect the validity or effectiveness of the remaining portions of this PA.

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

PROGRAMMATIC AGREEMENT AMONG **U.S. ARMY GARRISON FORT EISENHOWER,** THE GEORGIA STATE HISTORIC PRESERVATION OFFICER, AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION REGARDING **OPERATIONS, MAINTENANCE, TRAINING, AND DEVELOPMENT OF FORT** EISENHOWER, RICHMOND, COLUMBIA, MCDUFFIE, AND JEFFERSON **COUNTIES, GEORGIA** HP-060410-014

U.S. ARMY GARRISON FORT EISENHOWER, GEORGIA

By:

Date: ______
ANTHONY J. KAZOR Colonel, CM Commanding

GEORGIA STATE HISTORIC PRESERVATION OFFICER

By: ____

_____Date: ______ Georgia Deputy State Historic Preservation Officer and Division Director

ADVISORY COUNCIL ON HISTORIC PRESERVATION

By:

_____Date: ______ **Executive Director**



N 0 1 2 4 Miles

Appendix A: Fort Eisenhower Boundary







N 0 1 2 4 Miles Appendix B: Previously Disturbed Area of the Cantonment Roads
 Firebreaks
 Stream
 Installation
 Cantonment Developed Area







Appendix B: Unexploded Ordinance/ Dudded Impact Areas





Appendix C: Exempt Activities

The following activities are considered as "No Historic Properties Affected" actions and shall be exempt from further consideration under the terms of this agreement:

a. Repair, resurface, or reconstruction of roadway, parking lot, and firebreak that takes place within the previously maintained roadway or parking lot or firebreak surfaces;

b. Maintenance, repair, or replacement in-kind of existing non-historic sidewalks and curbs, within their existing footprints;

c. Maintenance of existing foot trails in the existing footprint that does not involve new ground disturbance;

d. Repair, maintenance, or installation of utility poles, pedestals, and lines (including underground installations) that takes place within the existing disturbed utility rightof-way or trench, this excludes any utilities that are considered eligible;

e. Operation of active landfill and monitoring of formerly active landfills that are now closed, only in their existing permitted footprint;

f. Operation of active borrow pits or projects proposed at formerly active borrow pits that are now closed, only in their existing permitted footprint;

g. Removal, repair, or replacement within existing disturbed footprints of underground fuel and storage tanks;

h. Repair or installation of railroad warning devices, signs, lighting, guide rail, fencing, and traffic signals within the existing right-of-way or area of disturbance;

i. Landscape maintenance including, but not limited to, grass cutting and tree trimming within the pre-disturbed areas of the Cantonment (as defined in Appendix B);

j. Routine cross-country passage of military field vehicles, including tracked vehicles on previously surveyed areas, where no eligible or potentially eligible sites have been identified;

k. Routine firing of ordnance during the course of training and maneuvers on existing designated firing ranges;

1. Training activities that do not involve mechanically-assisted excavation or excavation in unsurveyed areas;

m. Training activities in existing training sites or artillery firing points, that have been surveyed for historic properties, where no buildings/structures or archaeological sites that are eligible or potentially eligible have been identified;

n. Mechanically-assisted excavations conducted for training and other activities in areas of prior ground disturbance and/or completed archaeological surveys, where no archaeological sites eligible or potentially eligible for the NRHP have been identified;

o. Natural resources and/or forest management activities in areas of prior ground disturbance and/or completed archaeological survey, where no archaeological sites eligible or potentially eligible for the NRHP have been identified;

p. Outdoor recreational programs, including but not limited to, hunting, fishing, and annual athletic events, that have no ground disturbance;

q. Agricultural activities restricted in tillage depth to a level no deeper than previously practiced on a particular tract;

r. Alteration, maintenance, repair, or demolition of buildings less than fifty (50) years of age, unless it has been determined by CRM staff, in consultation with the SHPO, that such buildings possess characteristics of exceptional significance; and

s. Alteration, maintenance, repair, or demolition of buildings greater than fifty (50) years old that have been surveyed and determined to be not eligible for the NRHP by the CRM, in consultation with the SHPO.

APPENDIX D: LIST OF ELIGIBLE AND POTENTIALLY ELIGIBLE ARCHAEOLOGICAL SITES AND BUILDINGS

ARCHAEOLOGICAL SITES

ELIGIBLE SITES

9CB81	9RI108	9RI374/ 9RI123
9CB96	9RI122	9RI430
9CB106	9RI135	9RI475
9CB114	9RI202	9RI488
9CB117	9RI251	9RI489
9MF20	9RI256	9RI605
9MF57	9RI281	9RI606
9MF71	9RI195	9RI607
9MF73	9RI316	9RI608
9MF114	9RI346	9RI684
9RI96	9RI348	9RI920
9RI97	9RI352	9RI930
9RI98	9RI365	
9RI105	9RI366	

POTENTIALLY ELIGIBLE SITES

9JF16	9JF125	9MF104	9RI416
9JF19/20	9JF132	9MF113	9RI418
9JF21	9JF147	9MF115	9RI419
9JF22	9MF9	9MF121	9RI549
9JF23	9MF13/14	9MF139	9RI565
9JF24	9MF21	9MF148	9RI579
9JF25/26	9MF24	9RI93	9RI580
9JF27/28	9MF25	9RI99	9RI587
9JF29	9MF26	9RI102	9RI589
9JF31	9MF27	9RI107	9RI591
9JF49	9MF28	9RI118	9RI594
9JF65	9MF72	9RI132	9RI595
9JF75	9MF75	9RI138	9RI610
9JF94	9MF81	9RI389	9RI612
9JF96	9MF86	9RI392	9RI618
9JF99	9MF87	9RI408	9RI626
9JF100	9MF90	9RI410	9RI636
9JF101	9MF91	9RI412	9RI637
9JF122	9MF100	9RI413	9RI638
9JF123	9MF102	9RI414	9RI644
9RI662	9RI784	9RI831	9RI919

9RI666	9RI786	9RI832	9RI925
9RI670	9RI793	9RI834	9RI928
9RI673	9RI806	9RI835	9RI970
9RI709	9RI807	9RI857	9RI974
9RI712	9RI808	9RI863	9RI977
9RI754	9RI820	9RI890	9RI994
9RI760	9RI825	9RI905	
9RI782	9RI827	9RI914	

BUILDINGS/DISTRICTS

INDIVIDUALLY ELIGIBLE BUILDING 33500

SIGNAL SCHOOL CAMPUS HISTORIC DISTRICT (list of buildings contributing to the district per the ongoing Memorandum of Agreement)

25810 (partially renovated)	29801 (demoed)	29802 (fully renovated)
26803 (fully renovated)	29805 (demoed)	29807 (demoed)
29808 (demoed)	29809 (demoed)	29810
29811	29813 (fully renovated)	29815
29816	29818	29819
Flagpole (demoed)	Landscape/ layout (partially	
	demoed)	

EISENHOWER HOSPITAL COMPLEX HISTORIC DISTRICT

Contributing 300	302	310
Non-Contributing		
296	299	304
297	301	306
298	303	308

LANDSCAPES

EISENHOWER LAKES GOLF COURSE

Contributing Facilities

GL018 (18-hole Golf Course) GL019 (Golf Driving Range) G0871 (Lake Dam)

Non-Contributing Facility

537 (Clubhouse)

BUILIDNGS COVERED UNDER A PROGRAM COMMENT

CAPEHART-WHERRY FAMILY HOUSING PROGRAM COMMENT

8	16	24
9	17	25
10	18	26
11	19	27
12	20	28
13	21	30
14	22	
15	23	

UNACCOMPANIED PERSONNEL HOUSING PROGRAM COMMENT

21707	25715	29718	40005
21708	25716	29720	40006
21709	25717	29721	40007
21715	25718	33800	40101
21716	25720	39005	40102
21718	25721	39006	40113
21720	29702	39010	40114
21721	29703	39101	40117
25702	29704	39102	40121
25703	29705	39105	40122
25704	29707	39103	40123
25705	29708	39110	40127
25707	29715	39113	
25708	29716	39127	

AMMUNITION STORAGE PROGRAM COMMENT

VIETNAM ERA HOUSING PROGRAM COMMENT

748	831	1656	1810	1871	1948	2026
749	832	1657	1811	1872	1950	2027
750	833	1701	1812	1873	1951	2028
751	834	1702	1813	1901	1952	2029
752	835	1706	1814	1902	1953	2030
753	836	1707	1815	1903	1954	2031
754	837	1708	1816	1904	1955	2032
757	838	1709	1817	1905	1956	2040
758	840	1721	1818	1906	1961	2041
759	841	1722	1819	1907	1962	2042
761	842	1723	1820	1908	1963	2043
765	843	1724	1821	1909	1964	2044
767	844	1726	1822	1910	1965	2045
768	845	1728	1831	1911	1966	2047
771	1601	1729	1832	1912	1967	2050
800	1602	1730	1833	1913	1968	2051
801	1603	1731	1834	1914	1971	2053
802	1621	1732	1835	1915	1972	2054
803	1622	1733	1836	1916	1973	2055
804	1623	1734	1837	1921	1974	2056
805	1624	1735	1838	1922	1975	2057
806	1626	1736	1842	1923	2000	2058
810	1627	1737	1843	1924	2001	2059
811	1628	1740	1844	1925	2002	2060
812	1629	1741	1845	1926	2003	2061
813	1641	1742	1846	1927	2004	2062
814	1642	1743	1847	1928	2005	2036
815	1643	1744	1848	1929	2006	2070
816	1644	1745	1849	1930	2010	2071
817	1645	1746	1850	1931	2011	2072
820	1646	1747	1851	1932	2012	2073
821	1647	1801	1862	1933	2013	2074
822	1648	1802	1863	1934	2014	2075
823	1649	1803	1864	1941	2015	2080
824	1650	1804	1865	1942	2020	2081
825	1651	1805	1866	1943	2021	2082
826	1652	1806	1867	1944	2022	2083
827	1653	1807	1868	1945	2023	2084
828	1654	1808	1869	1946	2024	2085
830	1655	1809	1870	1947	2025	2086
828						
820						