

**PRE-FINAL PROGRAMMATIC AGREEMENT  
AMONG  
THE UNITED STATES ARMY GARRISON HAWAII,  
THE ARMY MORALE, WELFARE, RECREATION PROGRAM,  
THE HAWAII STATE HISTORIC PRESERVATION OFFICER,  
AND THE ADVISORY COUNCIL ON HISTORIC PRESERVATION,  
REGARDING  
ROUTINE OPERATION, MAINTENANCE, AND MODERNIZATION PROJECTS  
AT PILILAAU (PILILĀ'AU) ARMY RECREATION CENTER, WAI'ANAE, ISLAND OF O'AHU,  
HAWAII**

**WHEREAS**, The United States Army Garrison Hawaii (USAG-HI) proposes to coordinate and administer an ongoing program of routine operation, maintenance, and modernization projects at Pililaau (Pililā'au) Army Recreation Center (PARC); and

**WHEREAS**, PARC, operated by Army Morale, Welfare, Recreation (MWR), is a federally owned facility on land managed by the USAG-HI thereby making modernization projects and routine maintenance and operations undertakings subject to review under Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C. § 306108, and its implementing regulations, 36 CFR Part 800; and

**WHEREAS**, proponents for routine operation, maintenance, and modernization projects include, but are not limited to, USAG-HI and MWR; and

**WHEREAS**, routine operation, maintenance, and modernization projects include, but are not limited to, existing and new PARC buildings and pavilions, infrastructure, utilities, landscaping, roads, sidewalks, and lifeguard facilities; and

**WHEREAS**, the replacement of below ground surface portions of the seawall is beyond the scope of routine operation, maintenance, and modernization projects, and shall subject to the standard NHPA Section 106 review;

**WHEREAS**, pursuant to Army Regulation 200-1 6-4d.(1), *Environmental Protection and Enhancement*, the Department of the Army has designated the Garrison Commander to serve as the agency official responsible for compliance with the requirements of Section 106 of NHPA; and

**WHEREAS**, USAG-HI operates a cultural resources program to ensure compliance with applicable laws and regulations; and

**WHEREAS**, the term "historic properties" includes prehistoric or historic districts, sites, buildings, structures or objects included on, or eligible for inclusion on the National Register of Historic Places (NRHP), including properties of traditional religious and cultural importance to Native Hawaiian Organizations (NHOs) that meet the NRHP Criteria; and

**WHEREAS**, the area of potential effects (APE) for this Programmatic Agreement (PA) consists of the boundary of PARC, as documented in Appendix A; and

**WHEREAS**, the entirety of PARC has been surveyed for cultural resources and numerous archeological investigations indicate that in some areas there is a high probability of intact cultural deposits; and

**WHEREAS**, one historic property (State Inventory of Historic Places # 50-80-07-3998 [-3998]), determined eligible for inclusion on the NRHP in consultation with consulting parties and the Hawaii State Historic Preservation Officer (SHPO), has been identified within the APE, as documented in Appendix A; and

**WHEREAS**, properties at PARC that have been determined ineligible for inclusion on the NRHP in consultation with the SHPO and properties under 50 years old are listed in Appendix B; and

**WHEREAS**, undertakings that would have no effect on historic properties are excluded from further Section 106 consultation and may be implemented under this PA are described in Appendix C; and

**WHEREAS**, pursuant to consultation conducted under 36 CFR § 800.14(b), the Signatories and Consulting Parties identified in Appendix D, have developed this PA in order to establish an efficient and effective program alternative for taking into account the effects on historic properties resulting from routine operation, maintenance, and modernization projects; and

**WHEREAS**, USAG-HI shall develop Archaeological Guidelines, as part this PA (Appendix E), to minimize and mitigate adverse effects to historic properties during routine operation, maintenance, and modernization projects. Signatories and Consulting Parties identified in Appendix D shall have 15 calendar days for review after this PA is executed; and

**WHEREAS**, the NHPA (54 U.S.C. § 300314) defines NHOs as “any organization which serves and represents the interests of Native Hawaiians; has as a primary and stated purpose the provision of services to Native Hawaiians; and has demonstrated expertise in aspects of historic preservation that are culturally significant to Native Hawaiians”; and

**WHEREAS**, USAG-HI recognizes the U.S. Department of Defense Instruction *Consultation Policy with Native Hawaiian Organizations* (DODI 4710.03) and Advisory Council on Historic Preservation *Handbook on Consultation with Native Hawaiian Organizations* as their guiding principles for consulting with NHOs; and

**WHEREAS**, USAG-HI acknowledges that NHOs possess special expertise in assessing the eligibility of properties to which they attach religious and cultural significance; and

**WHEREAS**, USAG-HI has consulted with the Office of Hawaiian Affairs (OHA) and other NHOs listed in Appendix D that may attach religious and cultural significance to certain properties at PARC; and

**WHEREAS**, USAG-HI has provided information on this undertaking and development of this PA to interested parties, the public, elected officials, and community leaders; and has posted PA related documents and information on the USAG-HI website; and has sought public comment and input; and

**WHEREAS**, in accordance with 36 CFR § 800.6(a)(1), USAG-HI has notified the Advisory Council on Historic Preservation (ACHP) of its finding of adverse effect and the ACHP is participating in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

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

## **STIPULATIONS**

USAG-HI Garrison Commander (GC) shall ensure that the following stipulations are implemented.

### **I. GENERAL**

- A.** The USAG-HI Cultural Resource Manager (CRM) is responsible for operational administration of the terms of this PA.
- B.** The USAG-HI's Directorate of Public Works (DPW), Environmental Division (ENV), Cultural Resources Section (CRS) personnel shall meet the professional qualification standards established by the Office of Personnel Management for their respective disciplines in accordance with Section 112 of the NHPA (54 U.S.C. §306131).
- C.** The USAG-HI shall provide Archaeological Guidelines to the SHPO and Consulting Parties identified in Appendix D, for review and comment within fifteen (15) calendar days of execution of this agreement. The Archaeological Guidelines shall describe procedures to be conducted during archaeological testing and archaeological monitoring. USAG-HI shall consider comments before finalizing the document. USAG-HI shall distribute the final Archaeological Guidelines to the SHPO and Consulting Parties identified in Appendix D, including a response to comments and with a rationale for how each comment was, or was not, incorporated into the document.
- D.** The USAG-HI CRM shall ensure that individuals contracted to perform cultural resource management duties shall work under the direction of someone who meets the Secretary of the Interior's qualification standards for the tasks appointed to them.
- E.** USAG-HI's preference is to avoid adverse effects to historic properties whenever feasible. This will be accomplished through measures to avoid and minimize specified in Stipulation III.A
- F.** The GC shall ensure that Garrison project planning documents for PARC are analyzed by the CRM to identify undertakings during revisions, changes, or when a new planning document is developed. Project planning documents for PARC, shall include, but are not limited to, the Master Plan, military construction plans, tenant activities, renovation and demolition plans, Installation Design Guide, and dig permit requests.
- G.** The GC shall ensure that all relevant offices at USAG-HI are informed of the requirements pursuant to this PA.
- H.** USAG-HI has developed procedures to take into account historic properties during operations when responding to emergencies as specified in Stipulation IV.
- I.** USAG-HI will communicate with Signatories and Consulting Parties identified in Appendix D, via email. Hardcopies will be mailed as requested.

## **II. PROJECT REVIEW PROCESS**

### **A. Determine the Undertaking**

1. The CRM shall determine if the proposed project is an undertaking as defined in 36 CFR § 800.16(y).
  - a. If the CRM determines the proposed project is the type activity that has no potential to cause effects on historic properties, assuming they are present, as defined in 36 CFR § 800.3(a)(1), the CRM shall document this determination for inclusion in the Annual Report, and USAG-HI has no further obligations under this stipulation.
  - b. If the CRM determines the proposed project is an activity with the potential to cause effects on historic properties, assuming they are present, the CRM shall continue project review process.
2. The CRM shall determine if the undertaking is an activity excluded from further Section 106 consultation as listed in Appendix C.
  - a. If the CRM determines the undertaking is an excluded activity listed in Appendix C, the CRM shall document this determination for inclusion in the Annual Report, and USAG-HI has no further obligations under this stipulation.
  - b. If the CRM determines the undertaking is not an excluded activity listed in Appendix C, the CRM shall continue the project review process.

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

1. The CRM shall determine and document the undertaking's APE taking into account direct, indirect, and cumulative effects as defined in 36 CFR § 800.16(d).
2. The CRM shall determine whether historic properties are present in the undertaking's APE as defined in 36 CFR § 800.16(l)(1).
  - a. If the CRM identifies there are historic properties present but the undertaking will have no effect upon them, the CRM shall document a determination of "No Historic Properties Affected" as defined in 36 CFR § 800.4(d)(1) for inclusion in the Annual Report; and USAG-HI has no further obligations under this stipulation.
  - b. If the CRM identifies historic properties that may be directly, indirectly, or cumulatively affected within the APE, the CRM shall continue project review process.

### **C. Evaluate Effects of the Undertaking**

1. The CRM 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:
  - a. "No Adverse Effect to Historic Properties": if the CRM determines that historic properties are present in the APE but the undertaking will have no effect upon them or the undertaking has been modified or conditions are imposed to avoid adverse effects, the CRM shall document this determination for inclusion in the Annual Report and document the determination in accordance with 36 CFR § 800.11. USAG-HI has no further obligations under this stipulation.
  - b. "Adverse Effect to Historic Properties": if it is determined that historic properties present in the APE may be adversely affected by the undertaking, the CRM shall:
    - (1) Notify, as stated in Stipulation I.I, the Signatories and Consulting Parties identified in Appendix D, and USAG-HI and MWR will resolve the adverse effects through the implementation of the programmatic mitigation treatments described in Stipulation III.B.
    - (2) Document this determination for inclusion in the Annual Report.
  - c. If there are properties at PARC needing evaluation (e.g. buildings at 50 years or older) the CRM will evaluate the properties for eligibility to the NRHP and will forward documentation supporting the evaluations to the SHPO and Consulting Parties identified in Appendix D for review.
    - (1) The SHPO shall be afforded 30 calendar days to respond to the USAG-HI's determination of eligibility.
    - (2) If the SHPO fails to respond in 30 calendar days of receipt per CFR § 800.3(c)(4) USAG-HI will move forward to the next step and the CRM shall document the determination for inclusion in the Annual Report.
    - (3) If USAG-HI and the SHPO agree on determination of eligibility, the CRM shall document this determination for inclusion in the Annual Report.
    - (4) If USAG-HI and the SHPO do not agree on determination of eligibility, the CRM will either resolve the disagreement through further consultation with the SHPO or will consult the Keeper of the National Register pursuant to 36 CFR Part 63.4 and the CRM shall document this determination for inclusion in the Annual Report.

### **III. PROGRAMMATIC RESOLUTION OF ADVERSE EFFECTS**

#### **A. Identify Avoidance and Minimization Measures**

1. The CRM shall select and propose measures to the project proponent to avoid adverse effects in accordance with Stipulation I.E. If the proponent implements avoidance measures the undertaking may proceed under Stipulation II.C.1.a. The avoidance measures listed below were developed in consultation with Signatories and Consulting Parties identified in Appendix D:
  - a. Relocate the APE for the undertaking or portion of undertaking that has the potential for adverse effect.
  - b. Reduce the scope of the undertaking to avoid an adverse effect by either not triggering adverse effects or eliminating effects that are destructive to historic properties or character-defining features.
  - c. Introduce buffers that create a visual screen or spatial separation between the undertaking and historic properties.
2. If avoidance measures are unachievable USAG-HI and MRW shall abide by the most appropriate minimization measure(s), selected by the CRM. The minimization measures listed below were developed in consultation with Signatories and Consulting Parties identified in Appendix D:
  - a. Archeological monitoring for ground disturbing activities in accordance with the Archaeological Guidelines.
  - b. Cultural Advisors for ground disturbing activities in the event that human remains are encountered.
  - c. Archaeological testing to identify human remains or archaeological artifacts and features associated with the character defining features of Site -3998 at PARC in order to avoid or minimize adverse effects to the extent possible as specified in the Archaeological Guidelines.

#### **B. Programmatic Mitigation Treatments**

1. The following mitigation treatments have been identified as appropriate in consultation with Signatories and Consulting Parties identified in Appendix D. One or more of the identified mitigation treatments shall be implemented by MWR and / or USAG-HI over the duration of the PA in order to mitigate adverse effects to historic properties. Responsible parties for each mitigation are identified at each mitigation treatment.
  - a. USAG-HI: Data recovery of archaeological features when encountered, guided by the Archaeological Guidelines.
  - b. MWR: Install and maintain signage (indoor / outdoor) consisting of sails or interpretive panels / boards identifying native plants, PARC history, petroglyphs, and / or Waianae coast history.

- c. MWR: Name cabins after native plants and offer a guest directory with educational information describing Hawaiian names of plants and traditional uses.
- d. MWR: Decorate cabins with historical photographs of PARC, Waianae, and / or the petroglyphs.
- e. MWR: Install an educational display area in the lobby at PARC Administration building. As feasible, install rotating (every other year) educational displays, artifacts, memorabilia, and/or Herbert Piliā'au video.
- f. MWR: Offer 1 yearly community day / event / open house at PARC.
- g. MWR and USAG-HI: shall work in coordination on the development of PARC specific cultural awareness training and the CRM shall provide a draft outline to the SHPO and Consulting Parties identified in Appendix D for a 30 calendar day review period before finalizing the training.
- h. MWR: Conduct yearly cultural awareness training for employees and tenants at PARC.
- i. USAG-HI: Conduct cultural awareness training and as needed for construction personnel before working at PARC.
- j. MWR: Ensure access to culturally significant memorials and educational lobby display to the local community as gate access allows (this means that as long as there are no restrictions on the Force Protection Condition status or other limiting factors).

#### **IV. EMERGENCY SITUATIONS**

- A.** If an emergency situation in PARC, as defined in 36 CFR § 800.12, creates a threat to life or property and precludes project review under Stipulation II of this agreement, the CRM shall notify the Signatories and Consulting Parties identified in Appendix D by email of the emergency situation as soon as possible.
- B.** All rescue and salvage operations necessary to preserve life or property may be conducted immediately.
- C.** USAG-HI shall make reasonable and prudent efforts in coordination with the CRM to avoid or minimize effects to historic properties during the implementation of emergency response actions.
- D.** If the nature of the emergency situation allows for such coordination, the SHPO and Consulting Parties identified in Appendix D, may provide advice or assistance to the USAG-HI within seven (7) calendar days from notification of the emergency.

- E. Within 30 calendar days of resolution of the emergency situation, USAG-HI shall submit a report to Signatories and Consulting Parties identified in Appendix D, documenting the emergency situation, the actions taken, and any historic properties or potential historic properties affected. Emergency situations shall also be included in the report described in Stipulation VI.E.7.e.

## **V. UNANTICIPATED DISCOVERIES**

- A. If potential historic properties that the CRM evaluates as not a component of site -3998 (e.g. architectural remnants of previous military construction) are discovered or unanticipated effects on historic properties are found, project-related ground disturbance will cease within 5 meters (m) in all directions of the discovery, with the exception of archaeological investigation.
- B. The CRM shall investigate and determine if the discovery can be appropriately managed in accordance with the Archaeological Guidelines and if so, shall document this determination for inclusion in the Annual Report; and USAG-HI has no further obligations under this stipulation.
- C. If the CRM determines that the Archaeological Guidelines are not applicable or appropriate to the nature of the discovery, the CRM shall notify the Signatories and Consulting Parties identified in Appendix D, as stated in Stipulation I.I, of the proposed course of action. Signatories and Consulting Parties identified in Appendix D, shall have 15 calendar days to comment. The USAG-HI GC shall take all timely comments into account, decide on the course of action, and notify the Signatories and Consulting Parties identified in Appendix D, of the decision.
- D. If the discovery includes Native Hawaiian human skeletal remains funerary objects, sacred objects, or objects of cultural patrimony and is located on land owned or controlled by the U.S. Army, USAG-HI shall immediately protect the remains from damage and exposure to the elements and implement the inadvertent discovery regulations of the Native American Graves Protection and Repatriation Act (25 U.S.C. § 32), as specified in 43 CFR § 10.4 or the plan of action / comprehensive agreement if applicable.

## **VI. ADMINISTRATIVE STIPULATIONS**

### **A. Duration**

1. This PA will be valid for 15 years from the date of its execution, which is the date signed by the ACHP.
2. Prior to expiration of the PA, the Signatories and Consulting Parties identified in Appendix D, may consult to reconsider or renew the terms of the PA and amend it in accordance with Stipulation VI. B.
3. No extensions or modifications will be effective unless all Signatories have agreed in writing.



## **B. Amendments**

1. Any Signatory may propose an amendment to this PA by providing written notification of a proposed amendment to the other Signatories. The notice must provide an explanation of the proposed amendment and a justification of the need for such an amendment.
2. USAG-HI shall notify Consulting Parties identified in Appendix D, about any amendments proposed by the Signatories. Consulting Parties identified in Appendix D, may provide input on the proposed amendment within 30 calendar days of notification, including whether they may feel a consultation meeting is appropriate for consideration of the proposed amendment.
3. A formal amendment to the PA is not required to update appendices. The process for updating appendices is specified in Stipulation VII.
4. USAG-HI will maintain the most current version of the PA and appendices and will provide them to Signatories and Consulting Parties identified in Appendix D upon request.
5. USAG-HI shall make a version of the PA publically available on the USAG-HI website without historic property location maps and other sensitive information. Information about the nature and location of historic properties, including potential historic properties and properties of traditional religious and cultural importance, shall be protected in accordance with Section 304 of the National Historic Preservation Act and Section 9 of the Archaeological Resources Protection Act as appropriate.

## **C. Dispute Resolution**

1. Should any Signatory object at any time to the manner in which the terms of this PA are implemented, USAG-HI shall consult with such party to resolve the objection. If the GC determines that such objection cannot be resolved, the USAG-HI shall:
  - a. Forward all documentation relevant to the dispute, including USAG-HI's proposed resolution, to the ACHP. The ACHP shall provide USAG-HI with its advice on the resolution of the objection within 30 calendar days of receiving documentation. Prior to reaching a final decision on the dispute, USAG-HI shall prepare a written response that takes into account previous input from Signatories, any timely advice or comments regarding the dispute from the ACHP, and provide all parties with a copy of this written response. USAG-HI will then proceed according to its final decision.
  - b. If the ACHP does not provide its advice regarding the dispute within the 30 calendar day time period, USAG-HI may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, the USAG-HI shall prepare a written response that takes into account any comments regarding the dispute from the Signatories, and provide all parties with a copy of such written response.

- c. USAG-HI's responsibilities to carry out all other actions subject to the terms of this PA that are not the subject of the dispute remain unchanged.

#### **D. Termination**

1. If any Signatory to this PA determines that its terms will not or cannot be carried out, the party shall immediately consult with the other Signatories to attempt to develop an amendment per Stipulation VI.B. If within 30 calendar days (or another time period agreed to by all Signatories) an amendment cannot be reached, any Signatory may terminate the PA. The PA will terminate 30 calendar days after written notification to the other Signatories.
2. Should consultation fail and the PA be terminated, USAG-HI shall either:
  - a. Comply with 36 CFR Part 800 subpart B with regard to each undertaking; or
  - b. Execute a Memorandum of Agreement pursuant to 36 CFR § 800.6; or
  - c. Request, take into account, and respond to the comments of the ACHP under 36 CFR § 800.7.
3. USAG-HI shall notify the Signatories as to the course of action it will pursue.

#### **E. Reporting and Annual Review**

1. The CRM shall confirm that USAG-HI's archaeological records are updated to ensure the accuracy of USAG-HI's cultural resource information. If additional information is identified during the implementation of routine operation, maintenance, and modernization projects USAG-HI shall ensure the cultural resource's library, archives, and maps will be updated as new information is acquired.
2. USAG-HI shall provide the Signatories and Consulting Parties, identified in Appendix D, with an annual report on or before February 29 of each year summarizing activities carried out under the terms of this PA.
3. Distribution to Signatories and Consulting Parties shall occur as stated in Stipulation I.I.
4. USAG-HI shall ensure that the annual report is publically available on the USAG-HI website (with the exception of any maps and information with locational and site type information regarding archaeological sites).
5. The Signatories and Consulting Parties, identified in Appendix D, to this PA may review the annual report to recommend revisions or amendments to the PA.

6. The annual report shall address applicable reviews, actions, and other issues over the reporting year, including but not limited to:
  - a. A list of undertakings in which no further consultation was required;
  - b. A list of undertakings in which no historic properties were present, affected, or adversely affected;
  - c. A list of undertakings in which avoidance and minimization measures were implemented to resolve adverse effects;
  - d. A list of undertakings in which programmatic mitigation treatments were implemented to resolve adverse effects;
  - e. A list of unanticipated discoveries or emergency situations and the outcomes;
  - f. A list of completed or proposed PA amendments or appendix updates;
  - g. Updated maps to the PA shall include newly identified historic properties;
  - h. Any issues that are affecting or may affect the ability of the USAG-HI or MWR to meet the terms of the PA, including any deviations from the PA;
  - i. Summarize the efforts to complete the programmatic mitigation treatments listed in Stipulation III.B.
7. USAG-HI shall host a regular meeting with Signatories and Consulting Parties identified in Appendix D, to review the implementation and terms of the PA.
  - a. The meeting shall occur annually for (5) years after execution of the PA. During the fourth annual meeting, the Signatories and Consulting Parties identified in Appendix D, shall consult to determine the appropriate timeframe for subsequent meetings;
  - b. Each meeting shall occur no earlier than 30 calendar days after distributing the annual report; and
  - c. USAG-HI shall document and distribute meeting notes within 30 calendar days after each meeting.

#### **H. ANTI-DEFICIENCY ACT COMPLIANCE**

The stipulations of this PA are subject to the provisions of the Anti-Deficiency Act (31 USC § 1341). If compliance with the Anti-Deficiency Act alters or impairs USAG-HI's ability to implement the stipulations of this PA, USAG-HI will consult in accordance with the amendment and termination procedures per Stipulations VI.B and VI.D.

## **VII. APPENDICES**

### **A. The following appendices are incorporated with this agreement:**

Appendix A – Determination of Eligibility of Site 50-80-07-3998  
Appendix B – List of Constructed Properties at PARC  
Appendix C – Excluded Undertakings  
Appendix D – Consulting Parties

### **B. Appendices may be updated without formal amendment to this agreement.**

1. USAG-HI shall, on a quarterly basis, assess the need to update appendices A and B with applicable information about surveys and historic properties based on report reviews completed per Stipulation II.B.1 in the previous quarter.
2. USAG-HI shall distribute the updated appendix to all Signatories and Consulting Parties identified in Appendix D.
3. USAG-HI shall maintain a list of appendix updates to track changes over time and ensure that the most current appendices are available to Signatories and Consulting Parties identified in Appendix D, at their request.

**Execution** of this PA by USAG-HI, MWR, and SHPO, and the ACHP and implementation of its terms evidences that USAG-HI has taken into account the effects of an ongoing program of routine operation, maintenance, and modernization projects and afforded the ACHP an opportunity to comment.

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## **SIGNATORIES:**

### **U.S. Army Garrison, Hawaii**

\_\_\_\_\_  
Colonel Daniel Misigoy, U.S. Army, Commanding

Date: \_\_\_\_\_

### **U.S. Army Family and Morale, Welfare and Recreation**

\_\_\_\_\_  
Ms. Lori King, Director of Family and Morale, Welfare and Recreation

Date: \_\_\_\_\_

### **Hawaii State Historic Preservation Officer**

\_\_\_\_\_  
Ms. Suzanne D. Case, Chairperson, Department of Land and Natural Resources

Date: \_\_\_\_\_

### **Advisory Council on Historic Preservation**

\_\_\_\_\_  
Mr. Reid Nelson, Executive Director

Date: \_\_\_\_\_

## **APPENDIX A**

### **Determination of Eligibility of Site 50-80-07-3998 at Pililaau (Pililā'au ) Army Recreation Center**





**Map Illustrating the Boundary of Pililaau (Pililā'au) Army Recreation Center (PARC) and Archaeological Site (50-80-05-3998), Wai'anae, Island of O'ahu, Hawai'i.**

Programmatic Agreement Routine Operation, Maintenance, and Modernization Projects at PARC



## **Evaluation of Eligibility for the National Register of Historic Places**

The criteria to evaluate properties for the National Register of Historic Places (NRHP) are listed in 36 CFR § 60.4 and the evaluation procedures are explained in National Register Bulletin 15 (U.S. Department of Interior 1997), and National Register Bulletin 38 (U.S. Department of Interior 1998). To be considered eligible for inclusion in the National Register of Historic Places, a property must meet at least one of the following criteria for significance:

- (a) associated with events that have made a significant contribution to the broad patterns of our history; or
- (b) associated with the lives of persons significant in our past; or
- (c) embodies the distinctive characteristics of a type, period, or method of construction, or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- (d) have yielded or may be likely to yield information important in prehistory or history

In addition to the four significance criteria, historic properties must retain sufficient integrity in order to convey the overall significance of the historic property. To retain historic integrity, a property will always possess several, and usually most of the aspects of integrity. There are seven aspects of integrity that must be considered:

- 1) Location – the place where the historic property was constructed or the place where the historic event took place.
- 2) Design – the combination of elements that create the form, plan, space, structure and style of the property.
- 3) Setting – the physical environment of the historic property; how a property is situated and its relationship to natural or manmade features within and surrounding the property.
- 4) Materials – the physical elements that were combined or deposited during a particular period of time and in a particular pattern or configuration to form a historic property.
- 5) Workmanship – the physical evidence of the crafts of a particular culture or people during any given period in history.
- 6) Feeling – a property's expression of the aesthetic or historic sense of a particular period of time.
- 7) Association – the direct link between an important historic event or person and a historic property;

Site 3998 retains integrity of location, design, setting, materials, workmanship, feeling, and association, and is eligible under Criterion (c), as the petroglyphs are important representations of the traditional Hawaiian aesthetic, and under Criterion (d) as the site has yielded, and has potential to yield information important for prehistory, and history. Significant components of the site include the petroglyphs, and any still intact historic or pre-contact cultural deposits, particularly burials.

The assessment of significance under Criterion (c) comes solely from the presence of 26 known petroglyphs, which convey the traditional Hawaiian aesthetic sense. Many Hawaiians consider traditional Hawaiian petroglyphs such as these to be religious symbols. Mr. Kila attested that he



and his *'ohana* consider these petroglyphs very significant, particularly petroglyph 22, in which he attributes a connection to the Polynesian demi-God Maui.

The petroglyphs also retain enough integrity. Although the shoreline of Pōka'i bay has been altered from development of the sand dunes and fishpond further inland, standing at the petroglyphs still gives a sense of what it was once like. Still visible and relatively unaltered are the sandy beach, ocean, and the nearby *heiau* (Setting, Feeling, and Association). They remain where they were created (Location). The petroglyphs still convey their construction method of pecking (Workmanship), and the sandstone bedrock they were pecked into (Materials), although we cannot identify the tools they used.

The assessment of significance under Criterion (d) comes from the important information that has been recovered from, and may still be present, within the entirety of the archaeological site. Site 3998 has yielded information important to history and prehistory, including information about: lithic production, resource procurement, pre-contact and post-contact Hawaiian burial practices, skeletal morphology and examples of petroglyph typology.

"For properties eligible under Criterion (d), integrity is based upon the property's potential to yield specific data that address important research questions" (U.S. Department of Interior 1997:46). Based on the previous discoveries of intact buried cultural material, site 3998 likely still contains significant *in situ* buried cultural deposits with potentially datable material that could be found during future excavation or other ground disturbing activities. Accordingly, the site retains integrity of location, material, and design, and association. The extant petroglyphs at the site evidence integrity of workmanship and design. Changes to the surrounding area have diminished the integrities of setting and feeling, but the property retains sufficient integrity to convey the historical significance.

2019 U.S. Army Garrison, Hawaii Directorate of Public Works Cultural Resources Section  
FINAL – Update and Evaluation of Site 50-80-07-3998, Including Documentation of  
Petroglyphs, Pīlilaau Army Recreation Center (PARC), Wai'anae Ahupua'a, Wai'anae  
Moku, O'ahu Island, Hawai'i TMK (4) 8-5-001:009, 111-112. Schofield Barracks.

## **APPENDIX B:**

### **List of Constructed Properties at Pīlilaau (Pīlilā‘au) Army Recreation Center**

Facility No. (Old No.)	Current Building Name	Old Name	Date of Construction	50 Years or Older	Determination of Eligibility
1	Recreation Billet Facility	Guest House	28-Feb-85	No	Not Evaluated
2	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
3	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
4	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
5	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
6	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
7	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
8	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
9	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
10	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
11	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
12	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
13	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
14	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
15	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
16	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
17	Recreation Billet Facility	Guest House	28-Jun-85	No	Not Evaluated
18	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
19	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
20	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
21	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
22	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
23	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
24	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
25	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
26	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
27	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
28	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
29	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
30	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
31 (40)	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
32 (41)	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
33 (42)	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
34 (43)	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
35 (44)	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
36 (45)	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
37 (46)	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
38 (47)	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
39 (48)	Recreation Billet Facility	Guest House	23-Oct-90	No	Not Evaluated
110 *	Recreation Billet Facility	Guest House	6-Apr-60	Yes	Not Eligible
4003	Mausoleum	NA	26-Feb-86	No	Not Evaluated
4006*	Waianae House	Guest House / Officers Quarters	17-Jul-37	Yes	Not Eligible

Building No. (Old No.)	Current Building Name	Old Name	Date of Construction	50 Years or Older	Determination of Eligibility
4007*	Maintenance Shop - General Purpose	Utility Shop	1937	Yes	Not Eligible
4007A	Storage Shed	NA	1970***	No	Not Evaluated
4008	Access Control Facility	Sentry Station	20-May-71	No	Not Evaluated
4019**	Recreation Billet Facility	Guest House	1937***	Yes	Not Eligible
4055	Separate Toilet / Shower	Bath House	18-Jun-82	No	Not Evaluated
4056	Separate Toilet / Shower	Bath House	18-Jun-82	No	Not Evaluated
4065	Package Beverage Store	All Rank Club	1988 - 1990	No	Not Evaluated
4070	Recreational Support Facility	NA	1988 - 1990	No	Not Evaluated
R0109	Recreation Shelter	Bandstand & Pavilion	1985	No	Not Evaluated
15430	Seawall	NA	1945	Yes	Not Eligible

Property Information Acquired from the Records at the Real Estate Branch of the Planning Division with the Directorate of Public Works (DPW), Department of the Army.

\* Determined not eligible for listing to the National Register of Historic Places (Close out letter to SHPD 7/30/2018)

\*\* Determined not eligible for listing to the National Register of Historic Places (SHPD concurrence 11/07/2017)

\*\*\* Facility Acquired Date

## **APPENDIX C:**

### **Undertakings Excluded from Further Review at Pīlilaau (Pīlilā‘au) Army Recreation Center**

The United States Army Garrison, Hawaii, (USAG-HI), the Army Morale, Welfare, Recreation Program, the State Historic Preservation Officer, and the Advisory Council on Historic Preservation have agreed in consultation that the following projects are undertakings that have limited or no potential to adversely affect historic properties and therefore do not require further review under this Programmatic Agreement. Per Stipulation II.A.2 the Cultural Resource Manager shall document this determination for inclusion in the Annual Report, and USAG-HI has no further obligations under this stipulation.

I. Landscaping

- A. Routine maintenance and repair of existing landscape features, including plantings, trees, and shrubs provided that any new vegetation is a replacement in to the same location.
- B. Routine maintenance and repair of existing sprinkler systems. Does not include new installation of sprinkler lines in new locations. If new installation is required continue on with the project review process described in Stipulation II.
- C. Installation of free standing scaffolding, temporary barriers (i.e., chain link fences, etc.), polyethylene sheeting, or tarps, in operation for no more than 24 months.
- D. Repair of existing curbing or sidewalks in kind in the same location with no removal of trees or damage to tree root systems. Maintenance and repair of existing landscape features, fences, retaining walls and walkways, provided that such maintenance is limited to the same location.
- E. Dewatering of flooded areas.
- F. Installation of exterior freestanding signage.

II. Buildings (No ground disturbing activities)

A. Utilities and Mechanical - Installation, repair, and / or replacement:

- 1. Mechanical (HVAC), electrical, or plumbing equipment (e.g., an emergency generator or air cooled condenser).
- 2. Fire detection, fire suppression, and security alarm systems.
- 3. Surveying / toning for identification of existing utilities.
- 4. Interior and exterior telecommunication equipment, security (e.g. alarms or CCTV).

B. Exterior - Installation, repair, and / or replacement of:

- 1. Repainting of surfaces.
- 2. Porches, cornices, exterior siding, doors, balustrades, stairs, or trim.
- 3. Signs or awnings.

4. Anchoring of walls to floor systems.
5. Strengthening of above ground portions of foundations and the addition of foundation bolts.
6. Roofing, gutters, or downspouts.
7. Outdoor showers, barbeque grills, pavilions and canopies.
8. Above grade utilities (sewer, water, electric, communication etc.) mounted structures or facilities.
9. Temporary structures (tents, antenna tower, landscaping) supported by ground penetrating anchors (hammered pins and stakes etc.).

C. Interior - Installation, repair, and / or replacement:

1. Repair and replacement damaged or deteriorated ceilings.
2. Video surveillance cameras, fire alarm systems, and security systems.
3. Data (computer network, power) systems on the condition. Note that surface raceways may be included in this installation.
4. Switchboards, motor control centers, panel boards, conductors and conduit, transformers, generators, and power receptacles.
5. Installation or replacement of sprinkler and standpipe systems. Note that exterior fire department connections must be visible and accessible to fire department personnel.
6. Flooring.
7. Toilet room fixtures; partitions; floor; wall or ceiling surfaces.
8. Electrical, plumbing; and life-safety systems.
9. Lighting fixtures and their controls such as switching and/or occupancy sensors.
10. Interior repainting.
11. Lead-based paint and asbestos abatement activities, such as cleaning and vacuuming, that does not involve removal or alteration of structural, architectural, or decorative features.
12. Control of insects, rodents, or other pests.

### III. Roads

- A. Repair of existing road composition with in kind surface materials including the reshaping and compacting of road bed soil and the repair of asphaltic or Portland cement concrete pavements. If repair exceeds existing envelop continue on with the project review process described in Stipulation II.
- B. In kind repair or replacement of driveways, parking lots, and walkways. To include repaving/resurfacing of roads, streets, alleys, ramps, and driveways where no change in width, curb location, surface material, depth of roadbed, vertical alignment (that is, height or crown of the road surface), or drainage is to occur. Repair and replacement not to exceed existing envelop. If repair exceeds existing envelop continue on with the project review process described in Stipulation II.
- B. Repair and replacement of existing traffic control devices such as traffic signs and signals, delineators, street lights, and pavement markings in current location. If location changes continue on with the project review process described in Stipulation II.
- C. Repair and replacement of existing parking lot signage in current location. If location changes continue on with the project review process described in Stipulation II.

### IV. Soil Sampling

- A. Soil sampling includes split spoon / hammer boring, for auger boring continue on with the project review process described in Stipulation II. Sampled soils shall be returned to DPW ENV CRS following analysis. If samples are contaminated the CRM must be notified.

### V. Seawall

- A. Repair to above ground portions of existing seawall.



## **APPENDIX D:**

### **Signatories and Consulting Parties**

Of the 25 organizations and individuals invited to consult in the development of the Programmatic Agreement for Routine Operation, Maintenance, and Modernization Projects at Pīlilaau (Pīlilā'au) Army Recreation Center on O'ahu, the following have participated in consultation and are considered to be either Signatories or Consulting Parties to this agreement:

Signatories:

- Advisory Council on Historic Preservation
- Army Morale, Welfare, Recreation Program
- State Historic Preservation Officer
- United States Army Garrison, Hawaii

Consulting Parties:

- Ko'a Ike
- Koa Mana
- Marae Ha'akoa
- Office of Hawaiian Affairs

If any party wishes to be added or removed as a consulting party to this agreement, they shall submit a request and justification in writing to the United States Army Garrison, Hawaii (USAG-HI). USAG-HI shall forward the request to signatories and consulting parties.

## **APPENDIX E:**

### **Archaeological Guidelines**

USAG-HI shall develop Archaeological Guidelines, as part this PA (Appendix E), to minimize and mitigate adverse effects to historic properties during routine operation, maintenance, and modernization projects. Signatories and Consulting Parties identified in Appendix D shall have 15 calendar days for review after this PA is executed.