

**PROGRAMMATIC AGREEMENT
AMONG
U.S. ARMY GARRISON FORT CARSON,
COLORADO STATE HISTORIC PRESERVATION OFFICER
AND THE
ADVISORY COUNCIL ON HISTORIC PRESERVATION
REGARDING
MILITARY TRAINING AND OPERATIONAL SUPPORT ACTIVITIES AT
PINON CANYON MANEUVER SITE, FORT CARSON, COLORADO**

WHEREAS, the U.S. Army Garrison, Fort Carson (USAG) proposes to continue to use and operate the Pinon Canyon Maneuver Site (PCMS) with its military maneuver training areas and firing ranges to support the training requirements of Soldiers and units assigned to Fort Carson, other transient American and friendly foreign military services, and law enforcement at all levels from local counties to federal agencies; and

WHEREAS, no feasible alternative is available to eliminate, minimize, or replace military training and related operational support activities during a period of persistent conflict, global readiness, and corresponding training intensity; and

WHEREAS, USAG, a Federally owned and operated facility, plans to continue execution of these activities, pursuant to Army Regulation, thereby making these activities undertakings subject to review under Section 106 of the National Historic Preservation Act (NHPA), 16 United States Code (USC) Section (§) 470f, and its implementing regulations, 36 Code of Federal Regulations (CFR) Part 800; and

WHEREAS, USAG has determined that for the purpose of this Programmatic Agreement (Agreement), the Area of Potential Effects (APE) is all lands within the exterior boundary of the PCMS as shown in Figure 1, encompassing approximately 235,896 acres, in Las Animas County, Colorado; and

WHEREAS, USAG has determined that undertakings may have an adverse effect on historic properties within the APE, defined as any district, site, building, structure, or object listed in, or eligible for listing in, the National Register of Historic Places (NRHP), and has consulted with the Colorado State Historic Preservation Officer (SHPO) pursuant to 36 CFR Part 800; and

WHEREAS, parties to this Agreement recognize the difficulty of effectively protecting properties within an intense training environment and that effects to historic properties may be direct, indirect, and cumulative; and

WHEREAS, USAG recognizes that cumulative adverse effects may accrue on historic properties within the APE, from military training and other repetitive undertakings; and

WHEREAS, the following Figures and Appendices are included as part of this Agreement: Figure 1 – Area of Potential Effects; Figure 2 – Surface Danger Zones;

Figure 3 – Unsurveyed Lands; Appendix 1- Exempted Undertakings; Appendix 2 - Protected Properties and Monitoring/Inspection Frequency; and

WHEREAS, USAG expects to conduct site re-evaluations on historic properties and needs data resources to fully determine NRHP eligibility status with the goal of improving site protection and/or training opportunities; and

WHEREAS, USAG calculates that 20,912 acres of the APE requires cultural resources survey, of which 4,203 acres will be completed in calendar year 2014; the remaining acreage is located in the canyon areas and within the protected interior fence boundary (Figure 3) where only foot traffic and aviation over-flight activities are permitted in unsurveyed areas; and

WHEREAS, USAG acknowledges and accepts the Advisory Council on Historic Preservation (ACHP) guidance, *Recommended Approach for Consultation on the Recovery of Significant Information from Archeological Sites*; and

WHEREAS, USAG, in order to address the inadvertent discovery of human remains and cultural items, has consulted with Native American Tribes (Tribes) for 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
- for all other tribes USAG will initiate the process outlined in NAGPRA; and

WHEREAS, this Agreement does not alter USAG's responsibility to grant access to sacred sites to Tribes in accordance with American Indian Religious Freedom Act; and

WHEREAS, in accordance with 36 CFR § 800.14(b)(2) USAG conducted consultation with consulting parties and arranged for public participation as follows:

- Commanding General, Fort Carson and SHPO signed an agreement in December 2012, indicating a commitment to prioritize the development of

programmatic agreements for Section 106 compliance at Fort Carson and PCMS; and

- USAG notified the ACHP of the potential for adverse effects determinations and provided specified documentation, after which ACHP chose to participate in consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and
- USAG arranged for public participation via meetings conducted in Trinidad, Colorado, on August 20, 2013, and in Colorado Springs, Colorado, on August 21, 2013, and by placing notices in several Colorado newspapers: El Paso County Fountain Valley News (July 31, 2013), Pueblo Chieftain (August 7, 2013), Gazette of Colorado Springs (August 5-11, 2013), La Junta Tribune Democrat (August 6, 2013), and Chronicle-News of Trinidad (August 5, 2013); and

USAG arranged for additional public participation by holding a public meeting in Trinidad, Colorado, on February 13, 2014, by placing notices in several Colorado newspapers: El Paso County Fountain Valley News (January 22, 2014), Pueblo Chieftain (January 20-21, 2014), Gazette of Colorado Springs (January 22-28, 2014), La Junta Tribune Democrat (January 20-21, 2014), Rocky Ford Daily Gazette (January 20-21, 2014), and Chronicle-News of Trinidad (January 20-21, 2014); and

USAG made a draft of the proposed Agreement available for public review and comment by placing notices in several Colorado newspapers on February 26, 2014: El Paso County Fountain Valley News, Pueblo Chieftain, Gazette of Colorado Springs, La Junta Tribune Democrat, Rocky Ford Daily Gazette, and Chronicle-News of Trinidad; and

- USAG contacted the following organizations, groups, and individuals (Parties) for an initial meeting in Trinidad, Colorado, on August 20, 2013, and in Colorado Springs, Colorado, on August 21, 2013: Department of Interior, Bureau of Land Management; U.S. Forest Service, Comanche National Grasslands; Boards of County Commissioners of El Paso, Fremont, Huerfano, Las Animas, Otero and Pueblo Counties; City of Colorado Springs Historic Preservation Board; Colorado Council of Professional Archeologists; Colorado Preservation, Inc.; National Trust for Historic Preservation; Not 1 More Acre!; Southern Colorado Environmental Council; Ms Loretta Martin, Trinidad State Junior College; and Dr. Lawrence Loendorf; and

USAG invited the Parties and two additional organizations, the Tatanka Group and the Santa Fe Trail Association, to participate in a meeting conducted in Trinidad, Colorado, on February 13, 2014; and

USAG mailed a draft of the proposed Agreement to the Parties for review and comment on February 25, 2014; and

- USAG contacted 13 Tribes that attach traditional, religious, and/or cultural significance to Fort Carson lands and invited all to participate in the development of this Agreement: 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

USAG invited the Tribes to an initial meeting held at Fort Carson on August 26, 2013 (attended by representatives from the Jicarilla Apache Nation), and to the public meetings conducted in Trinidad, Colorado, on August 20, 2013, and in Colorado Springs, Colorado, on August 21, 2013; and

USAG consulted with the Jicarilla Apache Nation, Southern Ute Indian Tribe of the Southern Ute Reservation, Colorado, Ute Indian Tribe of the Uintah & Ouray Reservation Utah, and Ute Mountain Tribe of the Ute Mountain Reservation, Colorado, New Mexico & Utah in Farmington, New Mexico, on November 20, 2013; and

USAG emailed a draft of the proposed Agreement to the Tribes on February 3, 2014, to continue consultation discussions, and receive comments and recommendations; and

USAG consulted with the Arapaho Tribe of the Wind River Reservation, Wyoming; Jicarilla Apache Nation, New Mexico; Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana; 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; in Denver, Colorado, on February 6, 2014; and

USAG had additional phone consultation with the Northern Cheyenne Tribe of the Northern Cheyenne Indian Reservation, Montana, on February 10, 2014, and the Comanche Nation of Oklahoma on February 18, 2014, and March 20, 2014; and

- USAG considered recommendations from the public, Parties, and Tribes, then responded to comments and invited all to sign this Agreement as concurring parties; and

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

STIPULATIONS

USAG shall ensure that the following measures are carried out:

I. INVENTORY AND EVALUATION OF CULTURAL RESOURCES

A. Data Reconciliation

1. USAG shall provide the SHPO geographic information system (GIS) shape files and a master index of inventories and archeological sites within the APE, within 90 calendar days following the last authorizing signature on this Agreement.
2. USAG shall ensure that all completed cultural resources documentation within the APE is provided to the SHPO, including inventory reports, site forms, and testing reports, within 180 calendar days following the last authorizing signature on this Agreement. This documentation may require reconciliation of potential differences.
3. SHPO shall have one year, or other agreed upon time frame between USAG and SHPO, following the receipt of all completed cultural resources documentation to integrate the provided GIS shape files and master index of USAG inventories and archaeological sites within the APE with its own system, and notify USAG in writing that a baseline has been created and request missing information.
4. Within 180 calendar days, or other agreed upon time frame between USAG and SHPO, following the completion of data sharing as described above, USAG and SHPO will consult as needed to address data discrepancies, and then implement mutually agreeable terms within three years of the last authorizing signature on this Agreement.

B. USAG shall complete documentation of needs data resources, if not identified for potential adverse effects or not protected by one of the protection measures identified in Stipulation III.A, and submit this data to SHPO within three years of the last authorizing signature on this Agreement.

1. If SHPO does not respond with concurrence or non-concurrence on the determinations of NRHP eligibility within 60 calendar days of receipt, USAG shall contact the SHPO once again for its concurrence or non-concurrence before proceeding with final determinations of eligibility.
2. Disputes regarding NRHP eligibility will be forwarded to the Keeper of the National Register for decision in accordance with 36 CFR Part 63.

C. No additional survey is required within the APE unless necessary to execute an undertaking not identified as exempted in Appendix 1.

D. USAG shall continue consultation efforts with Tribes regarding the identification and protection of traditional and sacred areas, to include site protection measures and monitoring frequencies. The protection and monitoring identified in Appendix 2 shall commence upon execution of this Agreement.

II. EXEMPTIONS AND UNDERTAKINGS

A. Exempted undertakings, as listed in Appendix 1, require no further consultation under Section 106 of the NHPA.

B. During the implementation of an exempted undertaking, vehicles and aviation assets are not permitted within the perimeter of protected properties, listed in Appendix 2, except for travel on existing roads which may traverse through sites.

C. Exempted activities will not occur on unsurveyed land, except for foot traffic and aviation over-flight. Use of roads in these areas will be allowed. All other undertakings on unsurveyed land will require review and coordination under Section 106 of the NHPA in accordance with 36 CFR §800.3 through 800.7.

D. USAG shall follow the Section 106 process in accordance with 36 CFR §§ 800.3 through 800.7 to address non-exempted undertakings within the APE of this Agreement.

III. PROTECTION OF CULTURAL RESOURCES

A. USAG shall be required to protect all historic properties, needs data sites, sites not yet assessed for NRHP eligibility, traditional cultural properties, and sacred sites, utilizing site protection measures described below as a form of ongoing mitigation.

1. High protective measures, defined as placement of boulders or similarly effective barriers, shall be installed where protected properties are expected to be surrounded by frequent wheeled and tracked vehicle movement, or contain or are suspected to contain, human remains, making them impassible to vehicles utilized within the APE.

2. Standard protective measures, defined as a combination of boulders, fencing, stakes and/or signage, shall be installed where protected properties are located in areas not protected by terrain, and where wheeled and tracked vehicles infrequently utilize that terrain.

3. Nominally protective measures, defined as a combination of fencing, staking and/or signage, shall be installed where protected properties are located in terrain-protected areas not likely to allow wheeled and tracked vehicle access, except insofar as in the judgment of USAG that the protected resource is better served by solely maintaining the geospatial location within the Army database of record and linked geographic information system (GIS) instead of physically marking the site location on the ground.

4. Administrative protective measures, defined as a policy that provides protection to one or more properties within a given area, normally through access or activity restriction. Historic properties protected by this measure are generally not marked, although a combination of fencing, staking, and/or signage may be applied. Most properties protected by this method are in the major canyon areas, on or along the Hogback, or are sites with standing architecture.

B. USAG shall propose amending listings of site protection measures (Appendix 2) in response to new information or changes in technological capabilities in the Annual Report.

C. Except for the purpose of immediate rescue and salvage operations conducted to preserve life and property, no vehicle of any kind may be operated within the perimeter of protected properties. If there is an emergency response activity within these areas, it shall be included in the Annual Report.

D. USAG shall provide training aircraft and vehicles that are equipped with a Global Positioning System a means of knowing the locations of protected properties, to indicate training constraints located within their training footprint. USAG shall implement these measures within one year of the last authorizing signature on this Agreement.

IV. MONITORING AND INSPECTION

A. USAG shall monitor with a subject matter expert and/or inspect historic properties, traditional cultural properties, and sacred sites periodically to confirm the adequacy of the protection measure employed. Site monitoring documentation shall minimally include Colorado Cultural Resources Survey Re-Visitation forms to document conditions and ongoing effects, if any, from training, operational support, or unauthorized entry. Protected properties shall be monitored/inspected according to the schedule in Appendix 2 as described below as a form of ongoing mitigation.

1. High frequency monitoring, defined as no less than every year, will take place where protected properties are in areas subject to potentially high training effects, have been subjected to looting or vandalism, or contain or are suspected to contain human remains.

2. Low frequency monitoring, defined as no less than every three years, will take place where protected properties are in areas routinely used by units to locate tactical operations centers, support areas, assembly areas, and other personnel or equipment activity concentrations.

3. Inspection, defined as examining for evidence of encroachment of the protected property from training undertakings no less than every five years, where protected properties did not qualify for high or low frequency monitoring.

B. Following each brigade maneuver exercise USAG shall inspect all protected properties within the exercise area established for the training. The inspection will occur within 90 calendar days following the exercise. For protected properties impacted by training, the site documentation shall minimally include the Colorado Cultural Resources Survey Re-Visitation forms to document conditions, and USAG will consult with SHPO, Tribes, and Parties, as necessary, to resolve for adverse effects in accordance with 36 CFR § 800.6(b).

C. USAG shall notify SHPO within 72 hours following notification to the Cultural Resources Manager (CRM) of a breach or impact to a protected property. A subsequent report shall be submitted to the SHPO, Tribes, and Parties to resolve for adverse effects if necessary.

V. CULTURAL RESOURCES AWARENESS

A. USAG shall continue cultural resources awareness training for all personnel involved in the execution of undertakings within the APE on an annual basis.

1. SHPO shall be notified of major cultural awareness training events and invited to participate in training led by USAG.

2. Contents of the training shall be summarized in the Annual Report.

VI. REPORTING

A. USAG shall prepare an Annual Report (period covered October 1st through September 30th), distributed electronically to SHPO and Consulting Parties, no later than November 15th of each year during the implementation of this Agreement. USAG shall report the following information or similar:

1. Information describing the progress made in implementing the terms of this Agreement identified in Stipulations I, III, and IV;

2. Identify the exempted undertakings, other than training, which were executed within the APE;

3. Identify brigade training exercises conducted during the annual report period, and any planned or scheduled for the next reporting period.
4. The status of cultural resources awareness training, per Stipulation V.A;
5. Inadvertent entry and/or effects identified through monitoring and/or inspection, to include actions taken to resolve for any adverse effects;
6. Actions taken for the purpose of immediate rescue and salvage operations conducted to preserve life or property within a protected property per Stipulation III.C;
7. Issues raised by an interested or concurring party in the reporting period;
8. Updated listings of protected cultural resources, site protection measures and monitoring/inspection frequencies (Appendix 2); and
9. Acknowledgment of, and mitigation strategies for, cumulative effects not previously identified.

B. USAG shall make available to the public the Annual Report on its website, and that interested members of the public are invited to provide comments to the USAG.

C. USAG shall hold an annual meeting(s) with the Consulting Parties (as appropriate) to review the implementation of this Agreement and any amendments that may be proposed no later than February 15th, starting 2015 and annually thereafter during the life of this Agreement. The meeting shall provide an opportunity to discuss the successes and shortcomings of the Agreement, its general implementation, and any proposed changes, including figures and cumulative effects.

VII. ADMINISTRATIVE ACTIONS

A. USAG shall implement the terms of this Agreement by instituting Fort Carson policies and/or by incorporating the requirements in the Integrated Cultural Resources Management Plan (ICRMP).

B. This Agreement is in effect for ten years from the date of the last authorizing signature, unless the signatories agree to extend it by written amendment in accordance with Stipulation VII.C.

C. This Agreement may be amended or extended by written agreement of all signatories. Amendments will be effective on the date of the last authorizing signature. Updates to Figure 2, Figure 3, and Appendix 2 with the results of completed inventories, evaluations, and eligibility determinations does not require a formal amendment but will be proposed during annual reporting and adopted

through written concurrence between USAG and SHPO.

D. If a signatory or concurring party to this Agreement objects to the manner in which stipulations are adhered to or implemented, USAG shall consult with the party regarding the objection.

1. If USAG determines that an objection cannot be resolved, USAG shall forward to ACHP all relevant documentation, including a proposed resolution. ACHP shall advise USAG within 30 calendar days of receiving adequate documentation, which advice USAG will take into account in making its final decision.
2. If ACHP fails to advise within 30 calendar days, USAG may make a final decision on the dispute and proceed accordingly, providing to all parties a written response to the objection that takes into account timely comments.
3. The ability and responsibility of USAG to carry out undisputed actions are unaffected by any dispute.

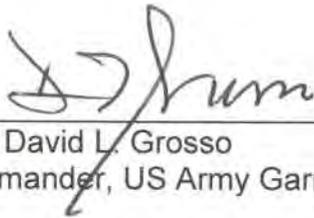
E. If a signatory to this Agreement determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories in an attempt to amend this Agreement per Stipulation VII.C. If within 30 calendar days, or within another time period agreed to by all signatories, an amendment cannot be reached, any signatory may terminate this Agreement upon written notification to the other signatories.

F. Federal obligations under this Agreement are subject to the availability of appropriated funds, as mandated by the Anti-Deficiency Act (31 USC §1341). USAG will make reasonable and good faith efforts to secure funds necessary to promptly implement this Agreement in its entirety. If compliance with the Anti-Deficiency Act impairs or precludes its ability to implement this Agreement, USAG will consult with the other signatories, in accordance with Stipulations VII.C of this Agreement.

EXECUTION of this Agreement by USAG, the SHPO, and the ACHP and implementation of its terms evidence that USAG has satisfied its responsibilities under Section 106.

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REGARDING
MILITARY TRAINING AND OPERATIONAL SUPPORT ACTIVITIES AT PINON
CANYON MANEUVER SITE, FORT CARSON, COLORADO**

SIGNATORIES:



COL David L. Grosso
Commander, US Army Garrison Fort Carson

14 APR 14
date



Edward C. Nichols
Colorado State Historic Preservation Officer

April 17, 2014
date



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

4/28/14
date

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REGARDING MILITARY TRAINING AND OPERATIONAL SUPPORT ACTIVITIES
AT THE PINON CANYON MANEUVER SITE, FORT CARSON, COLORADO**

CONCURRING PARTY SIGNATURE PAGE:

SOUTHERN COLORADO ENVIRONMENTAL COUNCIL

Paula Jean Ozzello
(Signature)

Date: Sept 3, 2014

PAULA JEAN Ozzello, Chairperson
(Name and Title)

719-859-4048 pozzello@gmail.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.

Loretta MARTIN, 719-846-8410 Loretta.Martin@trinidadstate.edu
(Name, Title, Telephone, Email)

Kathy Hill 719-846-8504 HV_Ranch1@yahoo.com
(Name, Title, Telephone, Email)

(Name, Title, Telephone, Email)

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REGARDING MILITARY TRAINING AND OPERATIONAL SUPPORT ACTIVITIES
AT THE PINON CANYON MANEUVER SITE, FORT CARSON, COLORADO**

CONCURRING PARTY SIGNATURE PAGE:

COLORADO PRESERVATION, INCORPORATED

Roxanne A. Eflin
(Signature)

Date: *10/1-2014*

Roxanne A. Eflin, Executive Director
(Name and Title)

303-893-4260 x222 reflin@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, Project Manager - (303) 893-4260 - rparris@coloradopreservation.org
(Name, Title, Telephone, Email)

(Name, Title, Telephone, Email)

(Name, Title, Telephone, Email)

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ACTIVITIES DOWNRANGE FORT CARSON, COLORADO**

CONCURRING PARTY SIGNATURE PAGE:

BOARD OF LAS ANIMAS COUNTY COMMISSIONERS

(Signature)

Date: 10/7/2014

GARY D. Hill, Chairman

(Name and Title)

719-845-8568

(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.

Leeann Fabec, County Administrator 719-845-2562

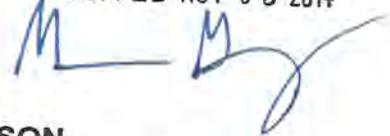
(Name, Title, Telephone, Email)

Leeann.Fabec@lasanimascounty.org

(Name, Title, Telephone, Email)

(Name, Title, Telephone, Email)

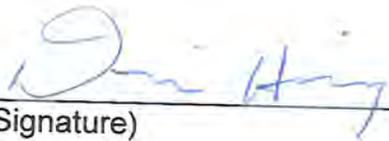
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AT THE PINON CANYON MANEUVER SITE, FORT CARSON, COLORADO**

CONCURRING PARTY SIGNATURE PAGE:

BOARD OF EL PASO COUNTY COMMISSIONERS

 Date: OCT 6, 2014
(Signature)

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

719-520-6414 Dennis Hisey @ EL Paso Co. 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.

Jeff Greene, El Paso County Administrator, 719-520-6417, Jeff.Greene@ElPasoCo.com
(Name, Title, Telephone, Email)

Jim Reid, Director of Public Services, 719-520-6900, Jim.Reid@ElPasoCo.com
(Name, Title, Telephone, Email)

Mark Gebhart, Development Services Deputy Director, 719-520-6323,
(Name, Title, Telephone, Email) mark.Gebhart@el.pasoco.com

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Reserved for executed signature page of concurring parties.

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Figures:

1. Area of Potential Effect (APE)
2. Surface Danger Zones
3. Unsurveyed Lands

Appendices:

1. Exempted Undertakings
2. Protected Properties and Monitoring/Inspection Frequency

FIGURE 1
Area of Potential Effect (APE)

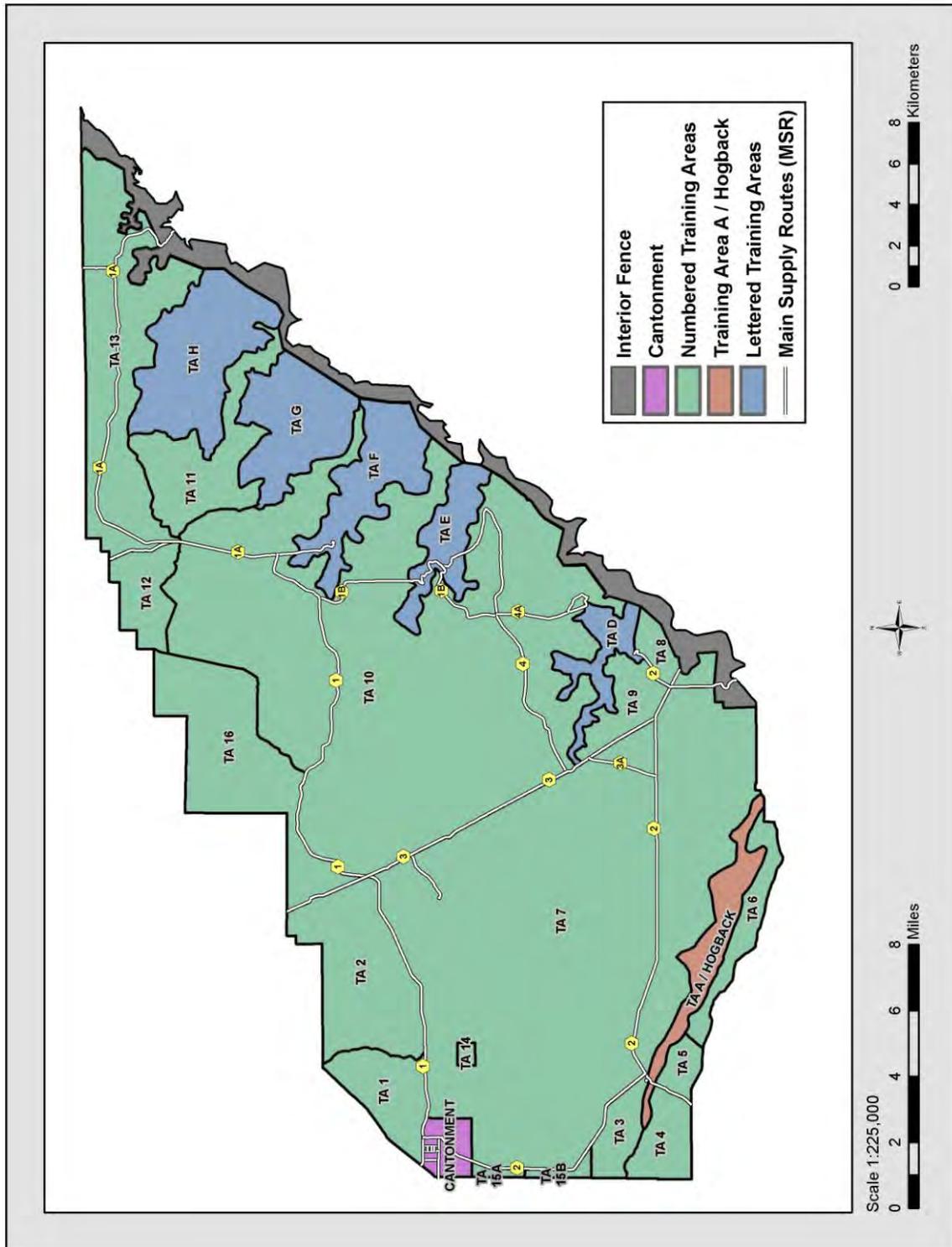


FIGURE 2
Surface Danger Zones

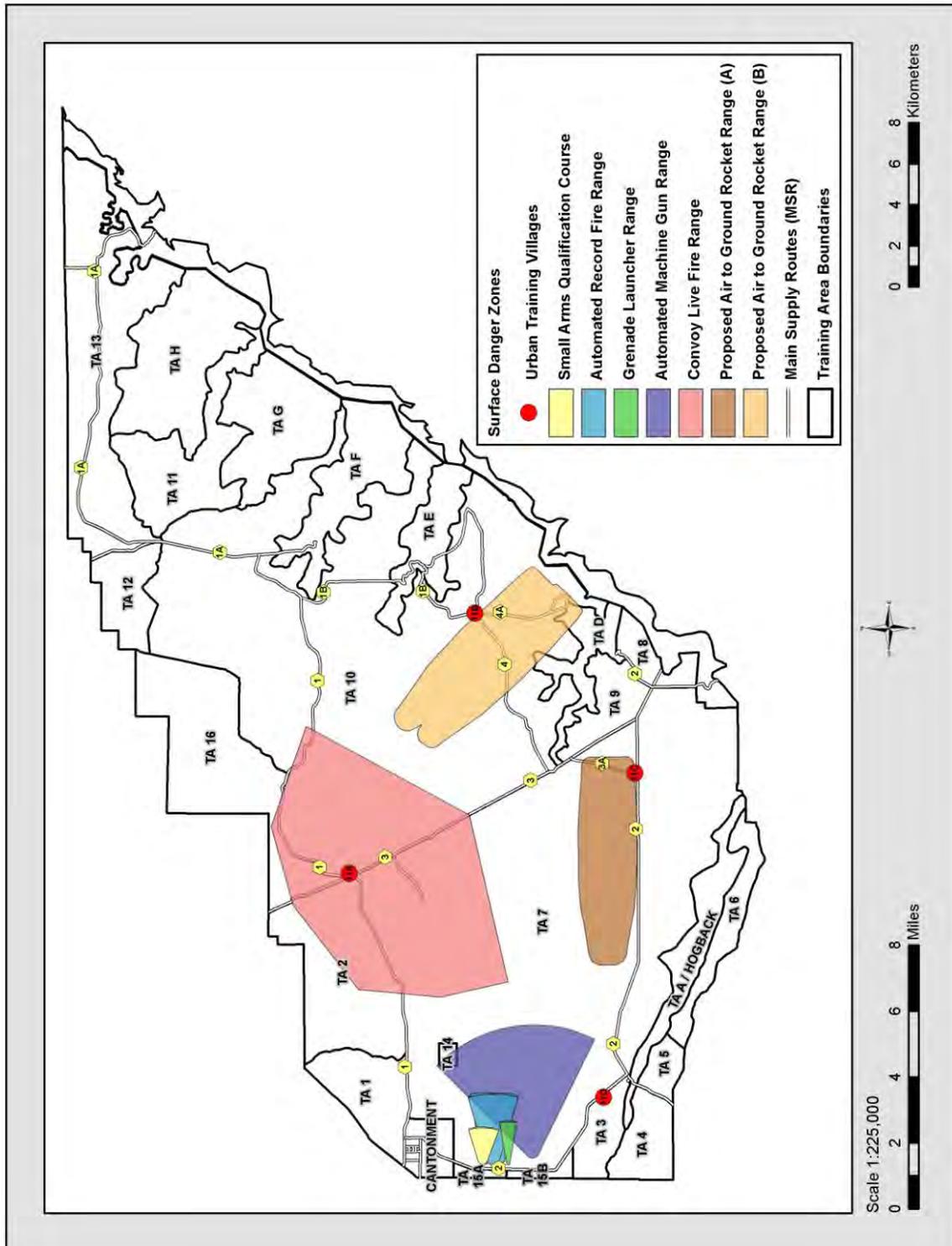
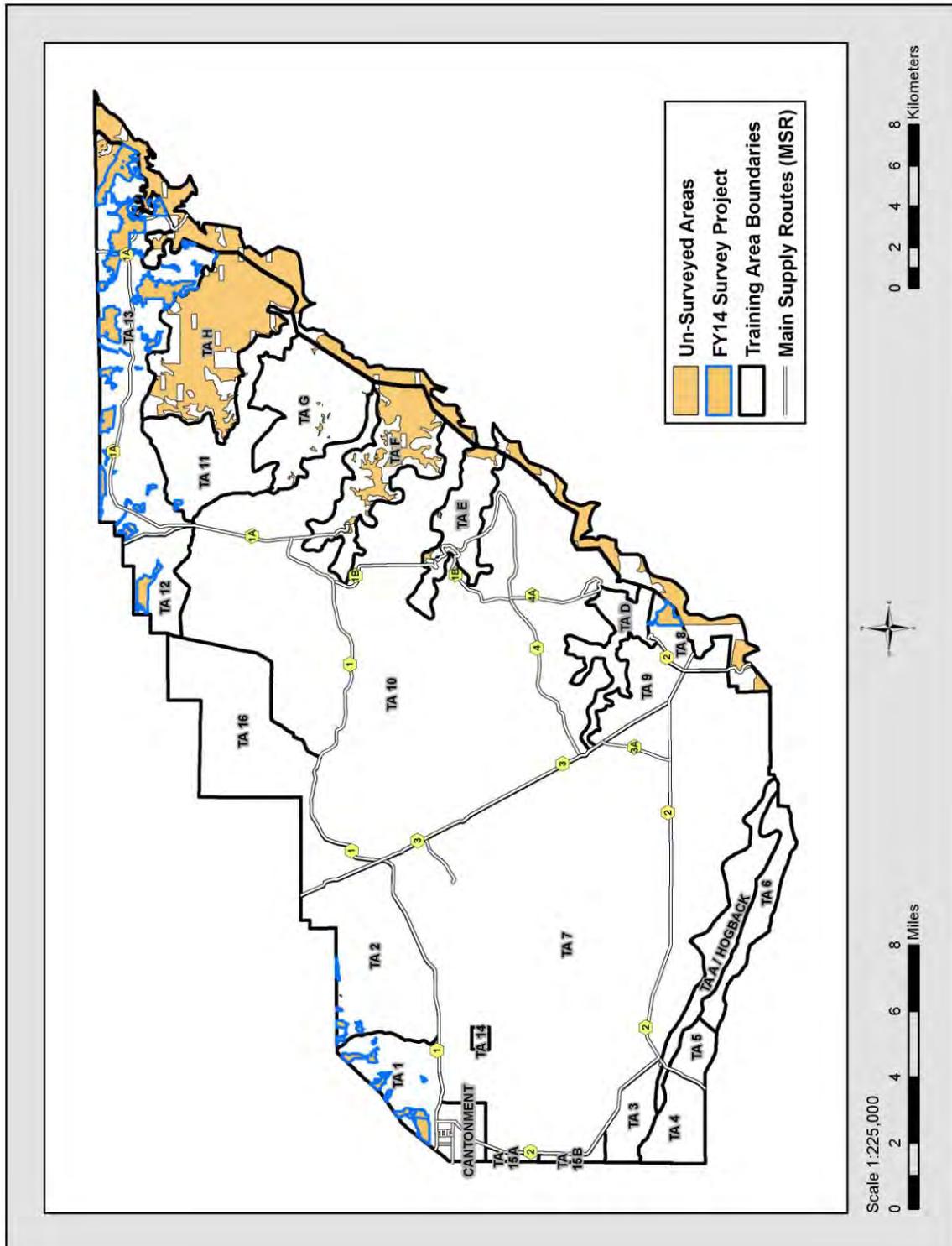


FIGURE 3
Unsurveyed Lands



APPENDIX 1

Exempted Undertakings

Exempted undertakings shall not occur within protected properties or on unsurveyed lands, with the exception of dismounted training (foot traffic) and aviation over-flight activities.

A. Cantonment: Comprises the infrastructure required for administration, deployment, redeployment, support and sustainment operations at the maneuver site, identified in Figure 1, approximately 1,600 acres. This area is comprised of administrative buildings and support facilities, such as; offices, warehouse/storage, railroad yard, petroleum dispensing facility, shelters, airfield, maintenance yards, ammunition storage, primitive billets and parking areas. This area has been surveyed and has no historic properties.

The categories of undertakings listed below have been determined by USAG, SHPO, and ACHP to meet the criteria for exemption in the Cantonment.

1. Training and training support activities as follows:
 - a) Movement of personnel, vehicles and equipment on or off roads and parking areas.
 - b) Aviation operations and associated support activities.
 - c) Excavation operations.
 - d) Logistics operations, such as, vehicle and equipment maintenance, supply, petroleum handling and storage, ammunition storage and handling.
 - e) The use of existing facilities, buildings, and infrastructure for their intended purpose.
2. Construction, Maintenance, Repair and Deconstruction as follows:
 - a) Construction of facilities, buildings, and other above- and below-ground infrastructure and related activities so long as newly constructed structures are no more than 2 stories and no more than 40 feet in height.
 - b) Maintenance, repair, and related activities on existing facilities, buildings, structures, and infrastructure.
 - c) Installation of equipment.
 - d) Removal of equipment, buildings, and other infrastructure, that is temporarily placed on the landscape rather than constructed.

3. Land Management as follows:

- a) Maintenance, repair, rehabilitation, restoration and placement of structures and other equipment to support wildlife management, control soil erosion, sediment build up, storm run-off, re-vegetation, and site hardening.
- b) Grounds maintenance activities associated with maintaining landscaping or habitat landscape; i.e., mowing, trimming, planting, vegetation removal, prescribed burning, dust control, suppression of invasive plant species and pests.

B. Numbered Training Areas and Live-fire Ranges: Comprises the lands used to support live fire, maneuver and aviation training identified in Figure 1, approximately 191,800 acres. The existing infrastructure is minimal; the major items that do exist are the live fire ranges and supporting facilities, roads, utilities, urban training villages, Military Operations in Urban Terrain (MOUT) facilities, and communications towers. These lands are organized into 16 distinct training areas for management purposes. The four static small arms live fire ranges and shoot house are contained within training area (TA) 7. A live fire maneuver range is located in TAs 7 and 10. Air-to-ground rocket ranges are proposed for locations in both TA 7 and TA 10.

The categories of undertakings listed below have been determined by USAG, SHPO, and ACHP to meet the criteria for exemption in the numbered training areas and live firing ranges.

1. Live fire training. This category involves the use of military and commercial munitions on established firing ranges, and includes impacts from munitions landing anywhere throughout a calculated surface danger zone for that munitions and weapon type. Munitions are fired from a variety of weapon systems and mobility platforms, as well as thrown by hand and explosive ordnance disposal of munitions residue (for training only). This category also includes the use of explosive charges of less than ½ pound used within the urban training villages and MOUT facilities.
2. Maneuver training. This category involves activities associated with the movement of personnel and vehicles across the landscape, according to the requirements of a training exercise. This includes foot traffic and the use of all vehicle types (tracked and wheeled). Foot traffic may occur within unsurveyed areas and historic properties. Other activities that fall into this category include actions associated with aerial exercises (using helicopters and fixed wing aircraft), the use of designated landing and drop zones, and MOUT training.
3. Excavation training. This category involves intentional ground-disturbing excavation as a type of military training. Ground disturbance may occur as needed during simulated combat or as part of an engineered dig exercises (DIGEX). Trenches as obstacles and/or vehicle fighting emplacements, individual fighting positions, bivouacs, and borrow pits to construct berms are common training activities that require excavation.

4. Operational support activities. This category involves construction, repair/maintenance, deconstruction and land management activities required to actively support training and manage/sustain the land for continued use. The types of activities that fall within this category of exempted undertakings includes the following or similar:

- a) Construction, maintenance, repair, and deconstruction as follows:
 - 1) Construction of buildings, structures, and other above- and below-ground infrastructure and related activities within existing range footprint (boundary) or where previous ground disturbance exists.
 - 2) Maintenance, repair, and related activities on existing facilities, buildings, structures, and infrastructure.
 - 3) Installation of equipment (e.g. target lifters, trailers, containers, vehicle bodies), that is temporarily placed on the landscape rather than constructed.
 - 4) Removal or deconstruction of equipment, non-historic buildings, and other infrastructure.
- b) Land Management as follows:
 - 1) Maintenance, repair, rehabilitation, restoration, and placement of structures and other equipment to support wildlife management, control soil erosion, sediment build up, storm run-off, re-vegetation, site hardening, and bank sloping of gullies and ravines.
 - 2) Grounds maintenance activities associated with maintaining a training or habitat landscape; i.e., mowing, planting, vegetation removal, prescribed burning, dust control, suppression of invasive plant species and pests.
 - 3) Operation of public hunting/fishing/firewood programs and other outdoor recreation activities.

C. Lettered Training Areas D, E, F, G, H, and Interior Fenced Boundary: Comprises the lands in the five major canyon areas and interior fenced boundary on the east side of the maneuver site, identified in Figure 1, approximately 38,500 acres. These areas are used primarily for dismounted and aviation training activities. These areas have administrative access controls and vehicles use is limited to on the existing roads. There is very little infrastructure within this area.

The categories of undertakings listed below have been determined by USAG, SHPO, and ACHP to meet the criteria for exemption in the lettered training areas D, E, F, G, H, and interior fenced boundary.

1. Dismounted training. This category involves personnel moving on foot across the landscape possibly through unsurveyed areas and historic properties. Vehicle (wheeled and tracked) movement is incidental to this activity. When vehicles are in this area they are limited to traveling on the existing roads. Helicopter landing/take-off can occur for the purpose of dropping off or picking up dismounted personnel if outside the boundary of historic properties.

2. Aviation training. This category involves helicopters flying over these areas at both high and low levels. Helicopter landing/take-off can occur for the purpose of dropping off or picking up dismounted personnel and equipment if outside the boundary of historic properties.

3. Operational support activities. This category pertains to minor construction, repair/maintenance, deconstruction and land management activities required to actively support training and manage/sustain the land for continued use in support of the Army's training mission. The types of activities that fall within this category of exempted undertakings include the following or similar (not within protected sites and/or unsurveyed lands):

a) Maintenance, repair, and deconstruction as follows:

1) Maintenance, repair, and related activities on existing facilities, buildings, structures, and infrastructure. Any ground disturbing activities related to these types of exempt undertakings must stay within previously disturbed areas.

2) Installation of equipment that is temporarily placed on the landscape rather than constructed.

3) Removal or deconstruction of equipment, non-historic buildings, and other infrastructure.

b) Land Management as follows:

1) Maintenance, repair, rehabilitation, restoration, and placement of structures and other equipment to support wildlife management, control soil erosion, sediment build up, storm run-off, re-vegetation.

2) Grounds maintenance activities associated with maintaining a training or habitat landscape; i.e., mowing, planting, vegetation removal, prescribed burning, suppression of invasive plant species and pests.

3) Operation of public hunting/fishing/firewood programs and other outdoor recreation activities.

D. Hogback (Lettered Training Area A): Comprises the basaltic dike landform and associated boulder fields. This area is located in the southern portion of the maneuver

site, identified in Figure 1, approximately 4,000 acres. The Hogback is both a traditional cultural property and sacred site to many Tribes. This area are used for dismounted and aviation training activities. This area has administrative access controls and vehicle use is limited to travel on the existing roads. There is very little infrastructure within this area. The types of activities that fall within this category of exempted undertakings include the following or similar:

The categories of undertakings listed below have been determined by USAG, SHPO, and ACHP to meet the criteria for exemption for the Hogback.

1. Dismounted training. This category involves personnel moving on foot across the landscape, possibly within the boundaries of historic properties and sacred sites.
2. Aviation training. This category involves helicopters flying over this area at both high and low levels.
3. Operational support activities. This category pertains to repair/maintenance, deconstruction, and land management activities required to actively support training and manage/sustain the land for continued use in support of the Army's training mission. The types of activities that fall within this category of exempted undertakings include the following or similar:
 - a) Maintenance, repair, and deconstruction as follows:
 - 1) Maintenance, repair, and related activities on existing roads, equipment, and infrastructure. Any ground disturbing activities related to these types of exempt undertakings must stay within previously disturbed areas.
 - 2) Removal or deconstruction of infrastructure and equipment.
 - b) Land Management as follows:
 - 1) Maintenance, repair, rehabilitation, restoration, and placement of structures and other equipment to support wildlife management, control soil erosion, sediment build up, storm run-off, and re-vegetation.
 - 2) Grounds maintenance activities associated with maintaining a training or habitat landscape; i.e., mowing, planting, vegetation removal, prescribed burning, suppression of invasive plant species and pests.
 - 3) Operation of public hunting programs and other outdoor recreation activities.