

MEPA/NEPA/HB495 CHECKLIST
Blackfoot Clearwater WMA and Two Creek Ranch
Cooperative Habitat Management Agreement

PART I. PROPOSED ACTION DESCRIPTION

1. Type of Proposed State Action

Montana Fish, Wildlife & Parks (FWP) proposes to enter into a 6-year Cooperative Habitat Management Agreement (hereafter, Agreement or Lease), involving 887 acres of FWP's Blackfoot Clearwater Wildlife Management Area (BCWMA) land and 795 acres of private land owned by or leased to the Two Creek Ranch (TCR) in Powell County, northwest of Ovando (Figure 1). Renewing this lease would continue a long history of using cattle grazing as a habitat management tool on the BCWMA while positively influencing privately managed wildlife habitat.

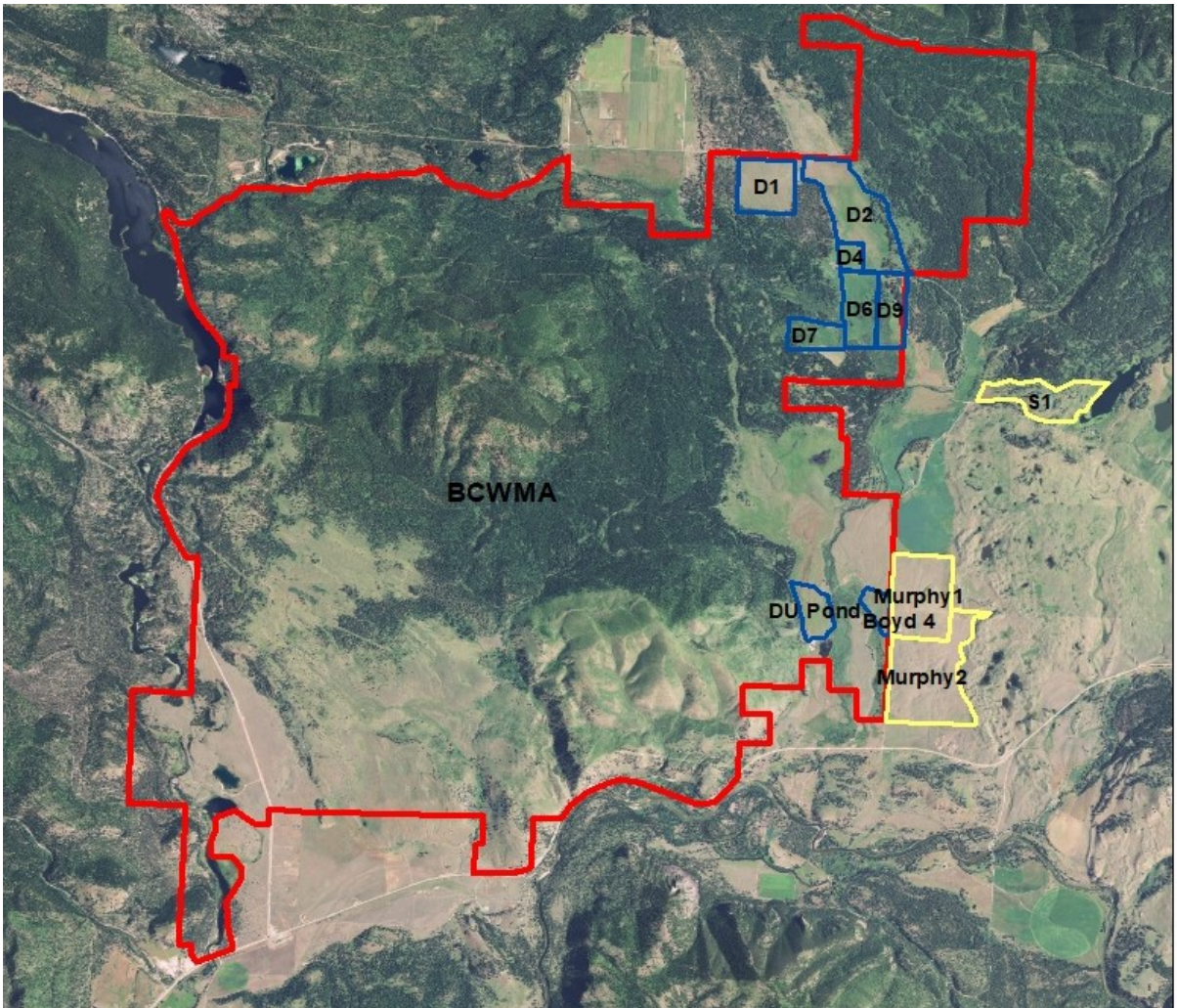


Figure 1. Location of FWP-owned and privately-managed pastures subject to the proposed 2019 BCWMA-Two Creek Ranch Cooperative Management Agreement. Red outline is the boundary of FWP's core BCWMA area, blue-outlined pastures are owned and managed by FWP, and yellow-outlined pastures outside the WMA boundary are privately owned and/or managed by Two Creek Ranch.

2. Agency Authority for the Proposed Action

State law (Montana Code Annotated or MCA) authorizes FWP to acquire and operate land and to enter into leases: ". . . the department may develop, operate, and maintain acquired lands or waters: . . . (b) as lands or water suitable for game, bird, fish, or fur-bearing animal restoration, propagation, or protection" (§ 87-1-209(1), MCA). Also, "The department is authorized to enter into leases of land under its control in exchange for services to be provided by the lessee on the leased land" (§ 87-1-209(7), MCA).

3. Name of Project

Blackfoot Clearwater WMA-Two Creek Ranch Cooperative Habitat Management Agreement

4. Name, Address and Phone Number of Project Sponsor (if other than the agency)

Montana Fish, Wildlife, & Parks, Region 2, Attn: Scott Eggeman, PO Box 15, Seeley Lake, MT 59868; phone 406-542-5542.

5. If Applicable:

Estimated Commencement Date: 4/25/2019 (Fish & Wildlife Commission meeting, for project approval)

Estimated Completion Date: 10/1/2024

Current Status of Project Design (100% complete)

6. Location Affected by Proposed Action (County; township, range, section)

FWP-owned lands in the BCWMA in Powell County (Figure 2):

Portions of Sections 31 and 32, Township 16 North, Range 13 West

Portions of Sections 5, 17, 20, Township 15 North, Range 13 West

Lease (private) lands in Powell County (Figure 2):

Portions of Sections 3, 4, 9, 10, 16, 21, Township 15 North, Range 13 West

7. Project Size: Estimate the number of acres that would be directly affected:

Approximately 887 acres of FWP-owned land within the BCWMA.

Approximately 795 acres of privately managed ranchland adjacent or near to the BCWMA.

8. Map/site plan: attach an original 8" x 11" or larger section of the most recent USGS 7.5' series topographic map showing the location and boundaries of the area that would be affected by the proposed action. A different map scale may be substituted if more appropriate or if required by agency rule. If available, a site plan should also be attached.

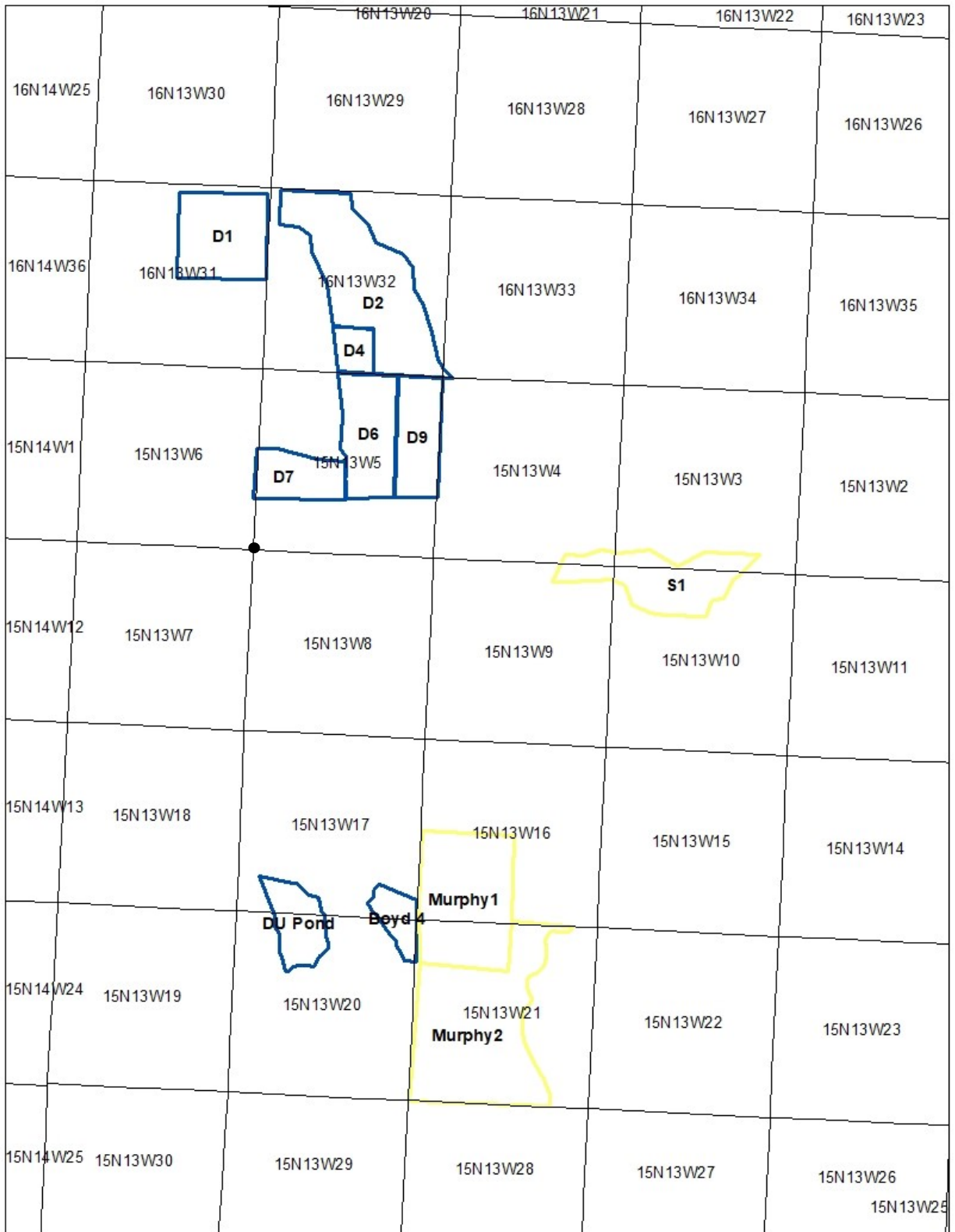


Figure 2. Pastures subject to the proposed 2019 BCWMA-Two Creek Ranch Cooperative Management Agreement. Blue-outlined pastures are owned and managed by FWP, and yellow-outlined pastures are privately owned and/or managed by Two Creek Ranch.

9. Narrative Summary of the Proposed Action or Project including the Benefits and Purpose of the Proposed Action.

Background

From 1991-2004, FWP maintained Cooperative Management Agreements and Grazing Plans with the Montana Forest and Conservation Experiment Station [MFCES; grazing lease #2063.7(b)06] and the Warren Creek Ranch [grazing lease #2063.7(b)04] that included portions of the BCWMA and adjacent private ranch lands. In 2004, the Two Creek Ranch (TCR) acquired grazing rights on the MFCES property and purchased fee-title to the FWP-leased portion of the Warren Creek Ranch. A lease in 2005 incorporated the two historic Cooperative Management Agreements and Grazing Plans into one, with one cattle operation (owned by TCR) managed across the three cooperating ownerships (TCR, MFCES, and FWP). The 2006-2012 lease [grazing lease #2063.7(6)06] and subsequent 2013-2018 lease grazing lease were very similar to the previous 2005 lease agreement.

Current Proposal

The proposed 6-year Cooperative Habitat Management Agreement and Grazing Plan (Agreement) would allow TCR (the lessee) to graze (with some limited haying) approximately 887 acres of FWP's BCWMA land. In return, 795 acres of private land owned by or leased to the Two Creek Ranch would be part of a rest-rotation grazing system, and TCR would also perform some weed spraying and fence/gate maintenance on the BCWMA.

Compared to the previous 2013-2018 Agreement, this 2019-2024 Agreement involves changes to the portion of the BCWMA (acreage reduced to 887 acres) that would be subject to the Agreement (Figure 3). FWP land included in this current proposal is largely agricultural fields and hay meadows (Dreyer Meadows) historically planted to tame grasses (see Appendix for details of pastures, timing of actions, etc.). The Dreyer Meadows (Figure 3, "D#" pastures) are part of the 1989 Dreyer Ranch addition to the BCWMA. Unlike most of the remainder of the WMA, the Dreyer Meadows were tilled and planted to tame non-native hay meadows and small grains decades ago. Although these meadows are productive during summer, they do not provide high-quality deer and elk winter forage. Periodic grazing of these non-native grasses removes decadent material and encourages spring/fall regrowth used by deer and elk during those seasons. Prescribing regular growing-season rest to these pastures also improves grass vigor and allows rested pastures to provide winter elk and deer forage as well as habitat for ground-nesting birds. Under the proposed Agreement these pastures would receive growing season rest either two out of three years or every-other year for the duration of the Agreement.

The Boyd 4 and Ducks Unlimited (DU) Pond pastures are mainly tame grass. These pastures would receive grazing on a two- and three-year rotation, respectively (Appendix).

The TCR pastures are privately owned pastures consisting of native grasses covering non-forest landcover types. TCR entered into a grazing management plan administered by the Blackfoot Challenge in 2016 under the request of a neighboring private landowner (Shanley Creek Properties, LLC). Under the direction of that grazing management plan the lessee must comply with the grazing design and pasture improvements. These privately-managed pastures are open to public hunting access each fall season as long-running participants within FWP's Block Management Program (currently, Block Management Area #25, Shanley Creek). Under this proposed agreement the Two Creek Ranch would also rest the Unit 9 native pasture that they currently lease from the Shanley Creek Properties, LLC (Appendix).

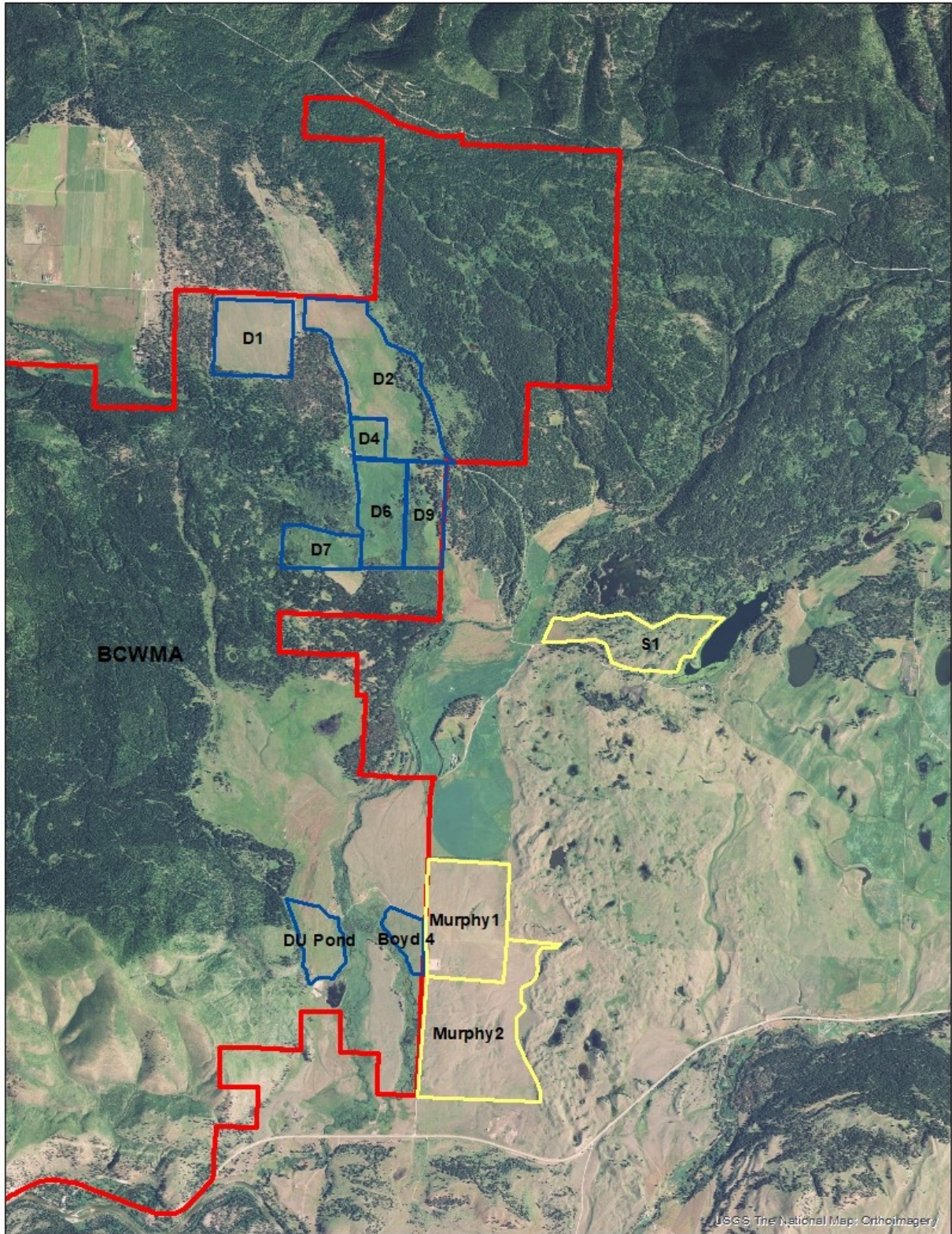


Figure 3. Detailed location of FWP-owned and privately-managed pastures subject to the proposed 2019 BCWMA-Two Creek Ranch Cooperative Management Agreement. Red outline is the eastern boundary of FWP's core BCWMA area, blue-outlined pastures are owned and managed by FWP, and yellow-outlined pastures outside the WMA boundary are privately owned and/or managed by Two Creek Ranch

Terms of Payment and Services Provided

1. A maximum of 160 AUMs will be provided under the terms of this grazing lease, annually. Up to 135 AUMs will be provided on the North Unit (Dreyer) pastures and up to 40 AUMs will be provided on the South Unit (Boyd 3 and Duck Pond) pastures.
2. Payment for this grazing lease shall be considered from exchange of use of land and additional services provided by the lessee. Specific services and payments in addition to exchange of use will be negotiated annually between the Department and the Lessee, and are generally outlined as follows:
 - a. Exchange of Use
 - i. Approximately 589 acres controlled by the lessee shall be managed to increase elk habitat quality and promote elk use during winter.
 - ii. The lessee shall adhere to the grazing formula and attached grazing plan (Table 1 in Appendix; specifically, the enumerated grazing seasons and provision of periodic rest) on the M1, M2, and S9 pastures for the term of this lease.
 - b. Services Provided
 - i. South Unit--DU Pond, Boyd 4 Pastures. Lessee shall:
 - (1) Annually maintain and repair all necessary pasture fences. This may include repair of traditional 3-wire fence, erection and lowering of existing lay-down fence, placement and removal of temporary electric fence, and maintenance of gates.
 - (2) treat any leafy spurge infestations within pastures involved in the grazing system each June.
 - ii. North Unit--Dreyer Meadows. Lessee shall:
 - (1) construct temporary internal electric fences and remove them upon the completion of annual grazing cycles to accommodate fall and winter wildlife passage.
 - (2) maintain and repair all other fences necessary to the grazing system each year.
 - (3) Provide water for livestock use in D1.
 - (4) treat leafy spurge infestations on pastures involved in the grazing system each June.
 - (5) maintain records of hay tonnage harvested, if used, from D6 and D7 each year.
3. FWP will provide certain supplies and materials to the lessee so that services can be reasonably completed. FWP will also provide certain direction and technical assistance, complete certain work, and install improvements necessary to ensure the grazing system operates smoothly. Specifically, FWP will:
 - a. South Unit--Boyd 4 and DU Pond Pastures
 - i. provide herbicide for leafy spurge treatment.
 - ii. Provide electric fencing materials.
 - b. North Unit--Dreyer Meadows
 - i. provide electric fencing materials.

- ii. provide herbicide for leafy spurge treatment.
- iii. spot spray pastures for houndstounge and other noxious weeds, as necessary

10. Listing of any other Local, State or Federal agency that has overlapping or additional jurisdiction.

(a) Permits:

| Agency Name | Permit | Date Filed/# |
|---------------------|--------|--------------|
| No permits required | | |

(b) Funding:

| Agency Name | Funding Amount |
|-----------------------------|----------------|
| No outside funding required | |

(c) Other Overlapping or Additional Jurisdictional Responsibilities:

| Agency Name | Type of Responsibility |
|--------------------------------|---|
| U.S. Fish and Wildlife Service | FWP is accountable to the Service to ensure that management practices on properties acquired with Federal Aid (Such as the BCWMA) are compatible with the purpose for the acquisition; i.e., to provide big game habitat. |

11. List of Agencies Consulted during Preparation of the EA: None

PART II. ENVIRONMENTAL REVIEW

1. Evaluation of the impacts of the Proposed Action, including secondary and cumulative impacts, on the Physical and Human Environment.

A. PHYSICAL ENVIRONMENT

| 1. <u>LAND RESOURCES</u> Will the proposed action result in: | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|---|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| a. Soil instability or changes in geologic substructure? | | X | | | | |
| b. Disruption, displacement, erosion, compaction, moisture loss, or over-covering of soil which would reduce productivity or fertility? | | | X | | | 1.b |
| c. Destruction, covering or modification of any unique geologic or physical features? | | X | | | | |
| d. Changes in siltation, deposition or erosion patterns that may modify the channel of a river or stream or the bed or shore of a lake? | | | X | | | 1.d |
| e. Exposure of people or property to earthquakes, landslides, ground failure, or other natural hazard? | | X | | | | |
| f. Other (list) | | X | | | | |

Narrative description and evaluation of the cumulative and secondary effects on Land Resources; attach additional pages of narrative if needed:

1.b. Livestock grazing may cause soil disturbances in localized areas such as salt blocks, watering sites, or loafing areas. For the most part, however, FWP expects implementation of this Agreement to improve soil condition and reduce erosion over current condition. Grazing on the WMA will be directed toward previously disturbed (farmed) pastures and largely precluded from more erosive undisturbed native grasslands. The provision growing season rest on privately managed native pastures will improve native grass root stock and resilience to grazing, further minimizing long term disturbance under periodic grazing.

1.d. As a condition of the previous grazing lease, Cottonwood Creek has been fenced from livestock. Planned water developments will better distribute cattle and reduce local impacts of hoof action at watering sites.

| 2. <u>AIR</u> Will the proposed action result in: | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|---|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| a. Emission of air pollutants or deterioration of ambient air quality? (also see 13 (c)) | | X | | | | |
| b. Creation of objectionable odors? | | X | | | | |
| c. Alteration of air movement, moisture, or temperature patterns or any change in climate, either locally or regionally? | | X | | | | |
| d. Adverse effects on vegetation, including crops, due to increased emissions of pollutants? | | X | | | | |
| e. <u>For P-R/D-J projects</u> , will the project result in any discharge which will conflict with federal or state air quality regs? (Also see 2a) | | X | | | | |
| f. Other | | X | | | | |

Narrative description and evaluation of the cumulative and secondary effects on Air; attach additional pages of narrative if needed:

| 3. <u>WATER</u> | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|--|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| Will the proposed action result in: | | | | | | |
| <input type="checkbox"/> a. Discharge into surface water or any alteration of surface water quality including but not limited to temperature, dissolved oxygen or turbidity? | | X | | | | |
| b. Changes in drainage patterns or the rate and amount of surface runoff? | | X | | | | |
| c. Alteration of the course or magnitude of flood water or other flows? | | X | | | | |
| d. Changes in the amount of surface water in any water body or creation of a new water body? | | X | | | | |
| e. Exposure of people or property to water related hazards such as flooding? | | X | | | | |
| f. Changes in the quality of groundwater? | | X | | | | |
| g. Changes in the quantity of groundwater? | | X | | | | |
| h. Increase in risk of contamination of surface or groundwater? | | X | | | | |
| i. Effects on any existing water right or reservation? | | X | | | | |
| j. Effects on other water users as a result of any alteration in surface or groundwater quality? | | X | | | | |
| k. Effects on other users as a result of any alteration in surface or groundwater quantity? | | X | | | | |
| l. <u>For P-R/D-J</u> , will the project affect a designated floodplain? (Also see 3c) | | X | | | | |
| m. <u>For P-R/D-J</u> , will the project result in any discharge that will affect federal or state water quality regulations? (Also see 3a) | | X | | | | |
| n. Other: | | | | | | |

Narrative description and evaluation of the cumulative and secondary effects on Water; attach additional pages of narrative if needed:

Cottonwood is an important native trout fishery and spawning stream. Over the years, FWP and partners have worked to restore the creek channel, maintain flows, and reduce loss of fish through existing diversions. Implementation of this proposal would continue that restoration work by fully excluding cattle from the Cottonwood Cr. riparian corridor within the WMA and developing off-site watering sources.

| 4. VEGETATION Will the proposed action result in: | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|--|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| a. Changes in the diversity, productivity or abundance of plant species (including trees, shrubs, grass, crops, and aquatic plants)? | | | X | | | |
| b. Alteration of a plant community? | | | X | | | |
| c. Adverse effects on any unique, rare, threatened, or endangered species? | | X | | | | |
| d. Reduction in acreage or productivity of any agricultural land? | | X | | | | |
| e. Establishment or spread of noxious weeds? | | | X | | | |
| f. For P-R/D-J, will the project affect wetlands, or prime and unique farmland? | | X | | | | |
| g. Other: | | X | | | | |

Narrative description and evaluation of the cumulative and secondary effects on Vegetation; attach additional pages of narrative if needed:

4.a, b. Native grasslands subject to this proposal are expected to improve during its term. The proposed action would also ensure the continued productivity of the non-native Dreyer Unit pasture grasses. Haying in lieu of grazing of pastures D6 and D7 will virtually eliminate compaction and other mechanical damage to these sub-irrigated fields.

4.e. Partners to the Agreement will treat and reduce noxious weed infestations on Dept. property.

| 5. FISH / WILDLIFE Will the proposed action result in: | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|--|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| a. Deterioration of critical fish or wildlife habitat? | | X | | | | |
| b. Changes in the diversity or abundance of game animals or bird species? | | X | | | | |
| c. Changes in the diversity or abundance of nongame species? | | X | | | | |
| d. Introduction of new species into an area? | | X | | | | |
| e. Creation of a barrier to the migration or movement of animals? | | X | | | | |
| f. Adverse effects on any unique, rare, threatened, or endangered species? | | X | | | | |
| g. Increase in conditions that stress wildlife populations or limit abundance (including harassment, legal or illegal harvest or other human activity)? | | X | | | | |
| h. For P-R/D-J, will the project be performed in any area in which T&E species are present, and will the project affect any T&E species or their habitat? (Also see 5f) | | X | | | | |
| i. <input type="checkbox"/> For P-R/D-J, will the project introduce or export any species not presently or historically occurring in the receiving location? (Also see 5d) | | X | | | | |
| j. Other: | | X | | | | |

Narrative description and evaluation of the cumulative and secondary effects on Fish and Wildlife; attach additional pages of narrative if needed:

During the previous agreement, conversion of much of the fencing required to implement the grazing system to either temporary electric or "let-down" fence effectively eliminated these fences as wildlife hazards or movement barriers. The project is expected to improve spring/fall re-growth on Dept. lands and significantly improve native rangeland condition on adjacent private lands. Grasses will be allowed to structurally mature each year on pastures D6 and D7; every other year on pastures D1, 2, and 9; and every year on Boyd 4 and the DU Pond—thus, the vast majority of subject pastures will continue to provide undisturbed spring/summer habitat for ground-nesting birds, small mammals, and other wildlife. Ungulate winter range carrying capacity on both Dept. and privately managed pastures is expected to improve under the Proposed Action.

B. HUMAN ENVIRONMENT

| 6. NOISE & ELECTRICAL EFFECTS | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|--|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| Will the proposed action result in: | | | | | | |
| a. Increases in existing noise levels? | | X | | | | |
| b. Exposure of people to serve or nuisance noise levels? | | X | | | | |
| c. Creation of electrostatic or electromagnetic effects that could be detrimental to human health or property? | | X | | | | |
| d. Interference with radio or television reception and operation? | | X | | | | |
| e. Other: | | X | | | | |

Narrative description and evaluation of the cumulative and secondary effects on Noise and Electrical Effects; attach additional pages of narrative if needed:

| 7. LAND USE | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|--|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| Will the proposed action result in: | | | | | | |
| a. Alteration of or interference with the productivity or profitability of the existing land use of an area? | | X | | | | |
| b. Conflicted with a designated natural area or area of unusual scientific or educational importance? | | X | | | | |
| c. Conflict with any existing land use whose presence would constrain or potentially prohibit the proposed action? | | X | | | | |
| d. Adverse effects on or relocation of residences? | | X | | | | |
| e. Other: _____ | | X | | | | |

Narrative description and evaluation of the cumulative and secondary Effects on Land Use; attach additional pages of narrative if needed:

| 8. RISK / HEALTH HAZARDS | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|---|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| Will the proposed action result in: | | | | | | |
| a. Risk of an explosion or release of hazardous substances (including, but not limited to oil, pesticides, chemicals, or radiation) in the event of an accident or other forms of disruption? | | X | | | | |
| b. Affect an existing emergency response or emergency evacuation plan or create a need for a new plan? | | X | | | | |
| c. Creation of any human health hazard or potential hazard? | | X | | | | |
| d. For P-R/D-J, will any chemical toxicants be used? (Also see 8a) | | X | | | | |
| e. Other: | | X | | | | |

Narrative description and evaluation of the cumulative and secondary effects on Risk and Health Hazards; attach additional pages of narrative if needed:

| 9. COMMUNITY IMPACT | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|--|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| Will the proposed action result in: | | | | | | |
| a. Alteration of the location, distribution, density, or growth rate of the human population of an area? | | X | | | | |
| b. Alteration of the social structure of a community? | | X | | | | |
| c. Alteration of the level or distribution of employment or community or personal income? | | | X | | | 9.c. |
| d. Changes in industrial or commercial activity? | | | X | | | 9.d. |
| e. Increased traffic hazards or effects on existing transportation facilities or patterns of movement of people and goods? | | X | | | | |
| f. Other: | | X | | | | |

Narrative description and evaluation of the cumulative and secondary effects on Community impact; attach additional pages of narrative if needed):

9.c, d. The action would provide the Two Creek Ranch additional pasture on Dept. lands and improved range condition on Ranch lands resulting in an economic/commercial benefit to the Ranch and its staff. Hunting of deer and elk that winter on the BCWMA and privately managed grasslands subject to this proposal provides significant economic benefit to local businesses and communities.

| 10. PUBLIC SERVICES/TAXES/UTILITIES | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|---|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| Will the proposed action result in: | | | | | | |
| a. Will the proposed action have an effect upon or result in a need for new or altered governmental services in any of the following areas: fire or police protection, schools, parks/recreational facilities, roads or other public maintenance, water supply, sewer or septic systems, solid waste disposal, health, or other governmental services? If any, specify: | | X | | | | |
| b. Will the proposed action have an effect upon the local or state tax base and revenues? | | X | | | | |
| c. Will the proposed action result in a need for new facilities or substantial alterations of any of the following utilities: electric power, natural gas, other fuel supply or distribution systems, or communications? | | X | | | | |
| d. Will the proposed action result in increased used of any energy source? | | X | | | | |
| e. Define projected revenue sources | | X | | | | |
| f. Define projected maintenance costs. | | X | | | | |
| g. Other: | | X | | | | |

Narrative description and evaluation of the cumulative and secondary effects on Public Service, Taxes, and Utilities; attach additional pages of narrative if needed:

Payment to the Department would be in the form of exchange of use of land and in-kind services.

| 11. <u>AESTHETICS / RECREATION</u> | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|--|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| Will the proposed action result in: | | | | | | |
| a. Alteration of any scenic vista or creation of an aesthetically offensive site or effect that is open to public view? | | | X | | | 11.a. |
| b. Alteration of the aesthetic character of a community or neighborhood? | | X | | | | |
| c. Alteration of the quality or quantity of recreational/tourism opportunities and settings? (Attach Tourism Report) | | X | | | | |
| d. For P-R/D-J, will any designated or proposed wild or scenic rivers, trails or wilderness areas be impacted? (Also see 11a, 11c) | | X | | | | |
| e. Other: | | X | | | | |

Narrative description and evaluation of the cumulative and secondary effects on Aesthetics and Recreation; attach additional pages of narrative if needed:

11.a. Cattle will be seasonally present on the Blackfoot Clearwater WMA. However, livestock will be removed prior to fall hunting season. No conflicts between cattle, haying activities, and the recreating public were reported during the previous 6-year Agreement period.

| 12. <u>CULTURAL / HISTORICAL RESOURCES</u> | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|--|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| Will the proposed action result in: | | | | | | |
| a. Destruction or alteration of any site, structure or object of prehistoric historic, or paleontological importance? | | X | | | | |
| b. Physical change that would affect unique cultural values? | | X | | | | |
| c. Effects on existing religious or sacred uses of a site or area? | | X | | | | |
| d. For P-R/D-J, will the project affect historic or cultural resources? Attach SHPO letter of clearance. (Also see 12.a) | | X | | | | |
| e. Other: | | X | | | | |

Narrative description and evaluation of the cumulative and secondary effects on Cultural and Historical resources; attach additional pages of narrative if needed:

SIGNIFICANCE CRITERIA

| 13. SUMMARY EVALUATION OF SIGNIFICANCE Will the proposed action, considered as a whole: | IMPACT | | | | Can Impact Be Mitigated | Comment Index |
|--|---------|------|-------|-------------------------|-------------------------|---------------|
| | Unknown | None | Minor | Potentially Significant | | |
| a. Have impacts that are individually limited, but cumulatively considerable? (A project or program may result in impacts on two or more separate resources which create a significant effect when considered together or in total.) | | X | | | | |
| b. Involve potential risks or adverse effects which are uncertain but extremely hazardous if they were to occur? | | X | | | | |
| c. Potentially conflict with the substantive requirements of any local, state, or federal law, regulation, standard or formal plan? | | X | | | | |
| d. Establish a precedent or likelihood that future actions with significant environmental impacts will be proposed? | | X | | | | |
| e. Generate substantial debate or controversy about the nature of the impacts that would be created? | | X | | | | |
| f. For P-R/D-J, is the project expected to have organized opposition or generate substantial public controversy? (Also see 13e) | | X | | | | |
| g. For P-R/D-J, list any federal or state permits required. | | X | | | | |

Narrative description and evaluation of the cumulative and secondary Effects on Summary Evaluation of Significance; attach additional pages of narrative if needed:

PART II. ENVIRONMENTAL REVIEW (continued)

Description and analysis of reasonable alternatives (including the no action alternative) to the proposed action whenever alternatives are reasonably available and prudent to consider and a discussion of how the alternatives would be implemented:

The proposed grazing system, haying schedule, and associated improvements were developed by FWP biologists and range management specialists. The only reasonable alternative at this point would be "No action." FWP believes that the cumulative wildlife benefit of implementing this grazing lease is significant; similarly, forgoing the proposed action would result in the likely degradation of important habitat and the public's opportunity to enjoy it.

Evaluation and listing of mitigation, stipulation, or other control measures enforceable by the agency or another government agency:

Agreement would be monitored by FWP wildlife biologists and terminated if its terms are violated per the explicit terms of the FWP-approved lease.

PART III. NARRATIVE EVALUATION AND COMMENT

FWP analysis of this proposal benefits from nearly 30-years' experience managing livestock grazing as a tool to improve range productivity and leverage improved management of private wildlife habitat. This proposal would improve spring-fall productivity and wildlife benefit on FWP-owned agricultural lands (that have limited value to wintering elk and deer) while ensuring adjacent, privately managed, native grasslands are maintained to benefit wintering big game.

This proposal would maintain infrastructure and treat noxious weeds on the BCWMA at no direct cost to the Department. Native fisheries would benefit from the improved management of Cottonwood Cr., the retention of undisturbed grass during the growing season would benefit a host of non-game species, and the removal of any permanent barbed-wire fencing would improve wildlife passage and safety.

FWP believes that renewing this significantly modified Agreement, as proposed, would further improve wildlife habitat quality and quantity on both public and private lands, maintain important public-private habitat management partnerships, and help preserve important public hunting access to important private lands.

PART IV. EA CONCLUSION SECTION

Based on the significance criteria evaluated in this EA, is an EIS required (yes/no)? No

If an EIS is not required, explain why the EA is the appropriate level of analysis for this proposed action:

FWP does not believe the significance criteria as evaluated in this EA require preparation of an EIS.

PART V. PUBLIC PARTICIPATION

- 1. Describe the level of public involvement for this project if any, and, given the complexity and the seriousness of the environmental issues associated with the proposed action, is the level of public involvement appropriate under the circumstances?**

The Blackfoot-Clearwater Citizen Advisory Council was active in the development of earlier Cooperative Habitat Management Agreements. This and past Agreements received significant support from the local community.

The public would be notified as follows, to comment on the proposed BCWMA-TCR Cooperative Habitat management Agreement, including its draft environmental assessment (EA) and alternatives:

- A news release would be prepared and distributed to a standard list of media outlets interested in FWP Region 2 issues. This news release would also be posted on FWP Region 2's website <http://fwp.mt.gov/regions/r2/>.
- One legal notice would be published in each of these newspapers: *Independent Record* (Helena), *Missoulian*, and *Seeley Lake Pathfinder*.
- Copies of this EA would be available at the FWP Region 2 Headquarters in Missoula and the FWP State Headquarters in Helena.
- Copies of this EA would be mailed (or notification of its availability emailed) to neighboring landowners and other interested parties (individuals, groups, agencies) to assure their knowledge of the Proposed Action.
- Public notice on FWP's webpage: <http://fwp.mt.gov> ("News," then "Recent Public Notices"). The Draft EA would also be available on this website, along with the opportunity to submit comments online.

Copies of this EA may be obtained by mail from Region 2 FWP, 3201 Spurgin Rd., Missoula MT, 5980; by phoning 406-542-5540; by emailing shrose@mt.gov; or by viewing FWP's website <http://fwp.mt.gov> under Public Notices.

This level of public notice and participation is appropriate for a project of this scope having few physical and human impacts, many of which can be mitigated.

2. Public Comment Period

The public comment period will extend for thirty (30) days beginning February 15, 2019. Comments will be accepted until 5:00 p.m. on March 18, 2019 and can be mailed to the address below:

Region 2 FWP
Attn: BCWMA Lease EA
3201 Spurgin Rd
Missoula, MT 59804

or emailed to Sharon Rose at shrose@mt.gov

PART VI. EA PREPARATION

Name, title, address and phone number of the Person(s) Responsible for Preparing the EA:

Scott Eggeman
PO Box 15
Seeley Lake, MT 59868
Phone 406-542-5542

APPENDIX
Livestock Grazing Schedule
for the BCWMA-TCR Cooperative Habitat Management Agreement

Table 1. Livestock Grazing Schedule for the Blackfoot Clearwater WMA and Two Creek Ranch Cooperative Habitat Management Agreement (grazing lease).

| Livestock Grazing Schedule for Blackfoot Clearwater WMA with Two Creek Ranch Grazing Lease | | | | | | | | |
|--|---------------------------------|----|----|-------------|---------|---------------------------|----|----|
| Year | BCWMA North (Dreyer Meadows) | | | BCWMA South | | Two Creek Native Pastures | | |
| | D ¹ 1 | D2 | D9 | Boyd 4 | DU Pond | M1 | S9 | M2 |
| 2019 | A ² | B | B | B | B | B | A | C |
| 2020 | C | A | A | C | C | C | B | A |
| 2021 | A | B | B | B | B | A | C | B |
| 2022 | C | A | A | C | C | B | A | C |
| 2023 | A | B | B | B | B | C | B | A |
| 2024 | C | A | A | C | C | A | C | B |

¹D = Dreyer Meadows, DU = Ducks Unlimited, M = Murphy, S = Shanley

²Time period A = Livestock grazing from early-May to early-August (rapid growth);

B = Livestock grazing from early-August to end of September (post seed-ripe);

C = Yearlong rest from livestock grazing.

1. Blackfoot Clearwater WMA North Unit - Dreyer Meadows

Generally, grazing in these pastures will alternate between the early and late season each year. Individual grazing schedules are staggered so that a similar number of AUMs are available each year and season. Two pastures will have the option of receiving a late season haying treatment in lieu of grazing (D6 and D7) if conditions are favorable. Table 1 summarizes the grazing schedule for each year of the lease.

Those pastures within the North Unit/Dreyer Meadows subject to grazing treatments should sustainably provide up to 160 AUMs cumulatively.

Dreyer 1, Pasture (D1)

The D1 pasture was tilled, irrigated, and used for small grain production before FWP acquired the property. The field had since become heavily infested with noxious weeds; FWP farmed and replanted D1 with tame and native grass mix in 2007 as part of an integrated weed management strategy. The field is now ready to receive prescriptive grazing. The D1 pasture will be split into quadrants and livestock will be rotated approximately every 7 days during the early grazing period from early May (the beginning of the rapid growth period) until June (seed ripe), in 2019.

Stock water is available from an active irrigation ditch during the early grazing period. Two Creek may also use a portable solar water pump to service water from the Woodworth irrigation ditch to a centrally located water tank.

Dreyer 2, Pasture (D2)

The D2 pasture is scheduled to receive late grazing treatment in 2019, when livestock grazing will be permitted from early August (post seed ripe) until the end of September (end of the grazing season). The pasture will then receive an early grazing treatment in 2020, where livestock grazing will be permitted between early May (beginning of the rapid growth period) until early August (seed ripe). This schedule will repeat in 2021.

Dreyer 6, 7 Pastures (D6, D7)

The D6 and D7 pastures will not be grazed by livestock at any time during the course of the grazing lease. Instead, these pastures may be hayed once a year in June or July. Haying these meadows will not be required but will be an option that can be exercised by the lessee. Lessee will annually record the volume of hay harvested from each pasture.

Dreyer 9 Pastures (D9)

The lessee also leases private pasture and rangeland directly adjacent to pasture D9. Under previous leases, the D8 and D9 pastures have been grazed in conjunction with these other private pastures. There is currently no functional fence on the eastern boundary of D9, however, FWP and the neighboring private land owner intend to construct 3-strand electric fence in 2019 to replace the old fencing. Although these neighboring private pastures will likely be grazed in conjunction with D9, only the pastures either owned by FWP or specifically identified in this Grazing Plan will be subject to the terms of this lease.

Livestock is scheduled to graze D9 from early August (post seed ripe) until the end of September (end of grazing season) in 2019. The following year, the D9 pasture will receive early grazing treatment from early May (the beginning of the rapid growth period,) until early August (seed ripe). This schedule will repeat in 2021 (Table 1).

2. Blackfoot Clearwater WMA South Unit –DU Pond, and Boyd 4

Livestock grazing will be allowed in the DU Pasture and Boyd 4 pastures on a seasonally staggered basis. Grazing will be permitted on the Boyd 4 pasture during the late grazing season in 2019 and again in 2021, the same rotation will exist on the DU Pond (Table 1).

Those pastures within the South Unit subject to grazing treatments should sustainably provide up to 40 AUMs cumulatively.

Boyd 4 Pasture

The Boyd 4 Pasture is located west of the Woodworth county road, south of the WMA road leading to the headquarters building site, and east of Cottonwood Creek (see map). Because these pastures are non-native tame grasses the purpose will be to remove residual and provide improved green-up conditions the following summer. The pasture will be grazed late in 2019 and then early the following season.

DU Pasture

The DU Pasture is located west of Cottonwood Creek, south of the WMA east/west road located west of the building site, east of Boyd Mountain and north of the DU pond (see map). The purpose will be to remove residual and provide improved green-up conditions for the spring following.

3. Private Cooperative Native Pastures

The Two-Creek Ranch has agreed to place two of their private-native pastures into a cooperative a rest-rotation grazing management plan. In exchange for use of the WMA pastures described above, Two-Creek Ranch will place approximately 589 acres of native rangeland into this agreement. Two-Creek Ranch will also include in this cooperative rest-rotation grazing management plan,

approximately 206 acres of native rangeland from their lease with the neighboring private land (see attached map).

Murphy 1 (M1)

The Murphy 1 pasture is approximately 240 acres and lies directly along the east side of the Woodworth county road, across from the Boyd 4 pasture. Murphy 1 will be grazed during the late post-seed ripe period from early-August until late-September during the 2019 season.

Murphy 2 (M2)

The Murphy 2 pasture is approximately 349 acres and lies to the south of the Murphy 1 along the east side of the Woodworth county road. In 2019, Murphy 2 will be grazed during the early period from early-May to early-August.

Shanley 9 (S9)

The Shanley 9 pasture is a native pasture approximately 206 acres in size that is currently leased to the Two-Creek Ranch by Shanley Creek Properties, LLC. As part of this agreement Two-Creek will rest this pasture during the 2019 season.