

**Categorical Exclusion Documentation Format for Actions Other Than Hazardous
Fuels and Fire Rehabilitation Actions
Bullhead City Community Swimming Pool R&PP Renewal
DOI-BLM-AZ-C030-2013-0041-CX**

A. Background

BLM Office: Lake Havasu Field Office **Lease/Serial/Case File No.:** AZA 23226-01

Proposed Action Title/Type: Renewal of R&PP Lease AZA 23226-01 for the Bullhead City Community Swimming Pool and Ken Fovargue Park in Bullhead City

Location of Proposed Action:

Gila & Salt River Meridian, Arizona
T. 20 N., R. 22 W.,
sec. 20, portion of lot 2.

Description of Proposed Action:

On February 27, 2013, the City of Bullhead City applied for renewal of AZA 23226-01 R&PP lease effective July 27, 2013. On July 27, 1988, City of Bullhead City was granted this lease for a community swimming pool and recreational park.

Upon approval, the renewal of R&PP Lease AZA 23226-01 will be for 25 years, and will expire on July 26, 2038.

B. Land Use Plan Conformance

Land Use Plan (LUP) Name: *Lake Havasu Field Office Resource Management Plan*

Date Approved/Amended: May 10, 2007

The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decision(s) (objectives, terms, and conditions): Lake Havasu Field Office may allow the use of the public lands or interests in lands through issuance of ROWs, leases, and permits. The types of uses that would be authorized by a ROW issued pursuant to Title 5 FLPMA would include access roads, power lines, telephone lines, fiber optic systems, communications facilities, and so forth. Examples of uses authorized pursuant to the Mineral Leasing Act include crude oil pipelines and oil and gas pipelines. Typical uses authorized by permits would include filming and establishing and maintaining apiary sites.

C: Compliance with NEPA:

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 2, Appendix 4, E. Realty (9): "Renewals and assignments of leases, permits or rights-of-way, where no additional rights are conveyed beyond those granted by the original authorizations."

This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances potentially having effects that may significantly affect the environment. The proposed action has been reviewed, and none of the extraordinary circumstances described in 516 DM2 apply.

I considered the possibility of significant impacts by authorizing this action, but there are none as demonstrated by the signatures in Attachment 1.

D: Signature

Authorizing Official: /s/ Amanda M Dodson for K Liebhauser AUTHENTICATED Date: 7/5/13
Kimber Liebhauser
Field Manager, Lake Havasu Field Office

Contact Person

For additional information concerning this CX review, contact Realty Specialty Lisa Stapp, 2610 Sweetwater Avenue, Lake Havasu City, Arizona 86406, (928) 505-1260.

Note: A separate decision document must be prepared for the action covered by the CX. See Attachment 2.

Attachment 1: Extraordinary Circumstances Review

Extraordinary Circumstances	Comment <i>(Yes or No with supporting Rationale)</i>
1. Have significant effects on public health or safety.	No, Administrative Action
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988) national monuments; migratory birds; and other ecologically significant or critical areas.	No, Administrative Action
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)].	No, Administrative Action
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.	No, Administrative Action
5. Establishes a precedent for future action or represents a decision in principle about future actions with significant environmental effects.	No, Administrative Action
6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.	No, Administrative Action
7. Have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by either the bureau or office.	No, Administrative Action
8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.	No, Administrative Action
9. Violate a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment.	No, Administrative Action
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).	No, Administrative Action
11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).	No, Administrative Action
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).	No, Administrative Action

Approval and Decision Attachment 2

Compliance and assignment of responsibility (Lands & Resources): _____

Monitoring and assignment of responsibility: (Lands & Resources): _____

Review: We have determined that the proposal is in accordance with the categorical exclusion criteria and that it would not involve any significant environmental effects. Therefore, it is categorically excluded from further environmental review.

Prepared by: /s/Lisa Stapp _____ **Date:** 7/2/13
Lisa Stapp
Project Lead, Realty Specialist

Reviewed by: /s/Dave Daniels _____ **Date:** 7/2/13
David Daniels
NEPA Coordinator

Reviewed by: /s/ Amanda M Dodson _____ **Date:** 7/5/13
Amanda Dodson
Supervisor

Project Description: On February 27, 2013, the City of Bullhead City applied for renewal of AZA 23226-01 R&PP lease effective July 27, 2013. On July 27, 1988, City of Bullhead City was granted this lease for a community swimming pool and recreational park.

A compliance check was performed on July 1, 2013, and found the site clean and managed according to the stipulations of the R&PP lease. Upon approval, the renewal of R&PP Lease AZA 23226-01 will be for 25 years, and will expire on July 26, 2038.

Decision: Based on a review of the project described above and field office staff recommendations, I have determined that the project is in conformance with the land use plan and is categorically excluded from further environmental analysis. It is my decision to approve the action as proposed, with the following stipulations (if applicable).

Approved By: /s/ Amanda M Dodson for K Liebhauser AUTHENTICATED Date: 7/5/13
Kimber Liebhauser
Field Manager, Lake Havasu Field Office

Exhibits:

- A. Map
- B. Stipulations
- C. Desert Tortoise Guidelines

Stipulations

1. Actions other than those explicitly approved by the Bureau of Land Management (BLM), which result in impacts upon archaeological or historical resources, shall be subject to the provisions of the Archaeological Resources Protection Act of 1979 as amended and the Federal Land Policy and Management Act of 1976. These statutes protect cultural resources for the benefit of all Americans. As property of the United States, no person may, without authorization, excavate, remove, damage, or otherwise alter or deface any historic or prehistoric site, artifact or object of antiquity located on public lands.
2. Any cultural (historic/prehistoric site or object) and/or paleontological resource (fossil remains of plants or animals) discovered during construction or maintenance activities shall immediately be reported to the Lake Havasu Field Manager (or designated representative). All operations in the immediate area of the discovery shall be suspended until written authorization to proceed is issued. An evaluation of the discovery shall be made by a qualified archaeologist or paleontologist to determine appropriate actions to prevent the loss of significant cultural or scientifically important paleontological values.
3. The Lessee shall immediately bring to the attention of the Field Manager (or designated representative) any cultural resources (prehistoric/historic sites or objects) and/or paleontological resources (fossils) encountered during permitted operations and maintain the integrity of such resources pending subsequent investigation.
4. Care shall be taken not to disturb or destroy desert tortoises or their burrows. Handling, collecting, damaging, or destroying desert tortoises are prohibited by Arizona State Statute. Any sightings of desert tortoise shall be immediately reported to the Lake Havasu Field Office Wildlife Biologist at (928) 505-1200. To prevent injury or death, only a certified/qualified desert tortoise handler should be allowed to handle this species. All personnel working on site must have the desert tortoise construction training prior to the start of any construction activities. If a desert tortoise is endangered by any activity that activity shall cease until the desert tortoise moves out of harm's way on its own accord or is moved following the attached guidelines "Guidelines for Handling Sonoran Desert Tortoises Encountered on Development Projects" (Exhibit C).
5. All construction material staging areas shall be checked for tortoises and other species prior to moving materials (e.g. pole piles, culverts, trailers, etc.).
6. During construction activities, monitoring will be conducted by certified biologists to ensure individual tortoises are not affected.
7. During construction activities, certified biologists will search the area for burrowing owls and their burrows and collapse potential unused burrows, if present.
8. During construction and maintenance activities, vehicles shall not exceed posted speed limits within project site. The area near and under all vehicles shall be inspected for desert tortoise before being moved.
9. If any species listed as threatened or endangered under the Endangered Species Act of 1973, as amended, are encountered during construction and maintenance activities, work will stop immediately. Immediate notification of the discovery shall be made to the BLM Wildlife Biologist at (928) 505-1200. The activity may resume only after U. S. Fish and Wildlife Service has authorized a continuance.
10. During construction activities, all open trenches shall be inspected routinely and prior to back filling for entrapped desert tortoise (as well as other species).

11. All personnel will report any sightings of desert tortoise, bighorn sheep, other wildlife species and federally listed migratory birds (such as peregrine falcon, bald eagle, brown pelican, etc.) to the Lake Havasu Field Office, Wildlife Biologist at (928) 505-1200.
12. State protected plant species (i.e. all cactus, ocotillo and native trees) shall be avoided; if they cannot be avoided they will be salvaged and replanted after construction within the lease boundaries or another location determined by the Lake Havasu Field Office Wildlife Biologist. The Lessee shall report all State protected species destroyed or damaged to the Lake Havasu Field Office Wildlife Biologist at (928) 505-1200.
13. The Lessee shall be responsible for weed control on disturbed areas within the limits of the lease. The Lessee is responsible for consultation with the Authorized Officer and/or local authorities for acceptable weed control methods within limits imposed in the grant stipulations.
14. Use of pesticides shall comply with the applicable Federal and State laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Lessee shall obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, pests(s) to be controlled, method of application, location of storage and disposal of containers, and any other information deemed necessary by the Authorized Officer. Emergency use of pesticides shall be approved in writing by the Authorized Officer prior to such use.
15. The Lessee shall comply with the approved Plan of Development. The Lessee shall give notice to BLM Authorized Officer of any anticipated changes, any relocation, additional construction, or use, not included in the approved Plan of Development, prior to initiating any change, and shall obtain approval from the BLM prior to initiating any change. Noncompliance with this stipulation will be grounds for an immediate temporary suspension of activities and/or termination of lease if it constitutes a threat to public health and safety or the environment.
16. The Lessee shall conduct all activities associated with the construction, operation, maintenance, and termination of the R&PP within the authorized limits of the lease.
17. The Lessee shall maintain the facilities constructed on the leased premises in a satisfactory condition. Sanitary facilities shall be provided by Lessee in conformance with County, State and Federal standards.
18. The Lessee shall coordinate and comply with state or local zoning requirements, building codes, or similar legislation, and shall coordinate with appropriate utility companies and other agencies, as necessary, prior to construction.
19. Soils shall be protected from erosion and excessive disturbances resulting from Lessee's operation hereunder. Restoration shall be performed by Lessee as deemed necessary and appropriate by the Authorized Officer, including the extent and type of vegetation materials to be used for re-vegetation.
20. During construction and maintenance activities, Lessee shall ensure that dust does not move from the site; water shall be sprayed frequently on the project area.
21. The Lessee shall use paint colors on the structures within the lease that will blend into the surrounding landscape and thereby reduce the impact upon the visual resources.
22. All trash, food items and debris caused by the activities on the lease will be removed and promptly contained within closed, raven-proof containers. These will be regularly removed from the lease to reduce the attractiveness of the area to ravens and other desert tortoise predators.

23. The Lessee, its successors or assigns, shall comply with all Federal and State laws applicable to the disposal, placement, or release of hazardous substances (substance as defined in 40 CFR Part 302).
24. No hazardous material, substance, or hazardous waste, (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, *et seq.*, or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*) shall be used, produced, transported, released, disposed of, or stored within the lease area at any time by the Lessee. The Lessee shall immediately report any release of hazardous substances (e.g. leaks, spills, etc.) caused by the Lessee or third parties in excess of the reportable quantity as required by federal, state, or local laws and regulations. A copy of any report required or requested by any federal, state or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved federal, state or local government agency.

The Lessee shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the lease potentially affecting the lease of which the Lessee is aware.

As required by law, Lessee shall have responsibility for and shall take all action(s) necessary to fully remediate and address the hazardous substance(s) on or emanating from the lease.

25. The Lessee shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, the Lessee agrees to indemnify and hold harmless, within the limits, if any, established by state law (as state law exists on the effective date of the lease, the United States against any liability arising from the Lessee use or occupancy of the lease, regardless of whether the Lessee has actually developed or caused development to occur on the lease, from the time of the issuance of this lease to the Lessee, and during the term of this lease. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to whether the liability is caused by the Lessee, its agents, contractors, or third parties. If the liability is caused by third parties, the Lessee will pursue legal remedies against such third parties as if the Lessee were the fee owner of the lease.

Notwithstanding any limits to the Lessee's ability to indemnify and hold harmless the United States which may exist under state law, the Lessee agrees to bear all responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from the Lessee's use or occupancy of the lease regardless of whether the Lessee has actually developed or caused development to occur on the lease from the time of the issuance of this lease to the Lessee and during the term of this lease.

26. The Lessee shall not violate applicable air standards established by or pursuant to applicable federal, state, or local laws or regulations. The Lessee shall be responsible for dust abatement within the limits of the lease, and is responsible for obtaining all necessary permits from appropriate authorities for acceptable dust abatement and control methods (e.g., water, chemicals). The Lessee shall be solely responsible for all violations of any air quality permit, law or regulation, as a result of its action, inaction, use or occupancy of the lease.
27. Notwithstanding whether a violation of any air quality permit, law or regulation results, the Lessee will cooperate with the Authorized Officer in implementing and maintaining reasonable and appropriate dust control methods in conformance with law and appropriate to the circumstances at the sole cost of the Lessee.

Prior to relinquishment, abandonment, or termination of this lease, the Lessee shall apply reasonable

and appropriate dust abatement and control measures to all disturbed areas. The abatement and measures shall be designed to be effective over the long-term (e.g., rock mulch or other means) and acceptable to the Authorized Officer.

28. In compliance with Section 402 of the Clean Water Act, because more than one acre of land would be disturbed, a Storm Water Pollution Prevention Plan (SWPPP), which would include a soil erosion control plan, shall be developed by the Lessee to mitigate the soil movement expected during construction. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior.
29. All best management practices in the SWPPP will be implemented during construction activities, and upon project completion, the Lessee must file a Notice of Termination with the Environmental Protection Agency and the Arizona Department of Environmental Quality.
30. Superficial construction and landscaping debris located on the project site shall be removed and disposed of in a proper manner.
31. The Lessee, its successors or assigns, assumes all liability for and shall defend, indemnify, and save harmless the United States and its officers, agents, representatives, and employees (hereinafter referred to in this clause as the United States), from all claims, loss, damage, actions, causes of action, expense, and liability (hereinafter referred to in this clause as claims), resulting from, brought for, or on account of, any personal injury, threat of personal injury, or property damage received or sustained by any person or persons including the Lessee's employees), or property growing out of, occurring, or attributable directly or indirectly, to the disposal, placement, or release of hazardous substances regardless of whether such claims shall be attributable to: (1) the concurrent, contributory, or partial fault, failure, or negligence of the United States, or (2) the sole fault, failure, or negligence of the United States.
32. The lease is subject to all valid existing rights documented on the official public land records at the time of lease/patent issuance.
33. A property damage, personal injury, and comprehensive public liability insurance policy is required of all nonprofit lessees to provide restitution for damage or injury to: users, spectators privately-owned resources, or public land and its resources; and in order to protect the United States from participants associated with their use.
34. The insurance policy shall stipulate that the Authorized Officer shall be notified thirty (30) days in advance of the termination or any modification of the policy. The name on the insurance policy must be the same as the name on the lease.
35. The Lessee shall indemnify and hold harmless the United States Government against any liability for personal injury, loss of life, or property damage to Lessee or Lessee's employees arising in any way from activities under the lease. All liability insurance policies are to specify that the insurance company shall have no right of subrogation against the United States of America. If the insurance company declines to issue the waiver of subrogation, the United States Government must be named as additional insured on the Lessee's policy and Certificate of Insurance.

**GUIDELINES FOR HANDLING SONORAN DESERT TORTOISES
ENCOUNTERED ON DEVELOPMENT PROJECTS**
Arizona Game and Fish Department
Revised October 23, 2007

The Arizona Game and Fish Department (Department) has developed the following guidelines to reduce potential impacts to desert tortoises, and to promote the continued existence of tortoises throughout the state. These guidelines apply to short-term and/or small-scale projects, depending on the number of affected tortoises and specific type of project.

The Sonoran population of desert tortoises occurs south and east of the Colorado River. Tortoises encountered in the open should be moved out of harm's way to adjacent appropriate habitat. If an occupied burrow is determined to be in jeopardy of destruction, the tortoise should be relocated to the nearest appropriate alternate burrow or other appropriate shelter, as determined by a qualified biologist.

Tortoises should be moved less than 48 hours in advance of the habitat disturbance so they do not return to the area in the interim. Tortoises should be moved quickly, kept in an upright position parallel to the ground at all times, and placed in the shade. Separate disposable gloves should be worn for each tortoise handled to avoid potential transfer of disease between tortoises. Tortoises must not be moved if the ambient air temperature exceeds 40° Celsius (105° Fahrenheit) unless an alternate burrow is available or the tortoise is in imminent danger.

A tortoise may be moved up to one-half mile, but no further than necessary from its original location. If a release site, or alternate burrow, is unavailable within this distance, and ambient air temperature exceeds 40° Celsius (105° Fahrenheit), the Department should be contacted to place the tortoise into a Department-regulated desert tortoise adoption program. Tortoises salvaged from projects which result in substantial permanent habitat loss (e.g. housing and highway projects), or those requiring removal during long-term (longer than one week) construction projects, will also be placed in desert tortoise adoption programs. Managers of projects likely to affect desert tortoises should obtain a scientific collecting permit from the Department to facilitate temporary possession of tortoises. Likewise, if large numbers of tortoises (>5) are expected to be displaced by a project, the project manager should contact the Department for guidance and/or assistance.

Please keep in mind the following points:

These guidelines do not apply to the Mojave population of desert tortoises (north and west of the Colorado River). Mojave Desert tortoises are specifically protected under the Endangered Species Act, as administered by the U.S. Fish and Wildlife Service.

These guidelines are subject to revision at the discretion of the Department. We recommend that the Department be contacted during the planning stages of any project that may affect desert tortoises.