

# ASDO NEPA DOCUMENT ROUTING SHEET

NEPA Document Number: **DOI-BLM-AZ-A010-2013-0011-CX**

Project Title: **Communication Site Renewals, Seegmiller Mountain & Point-of-Rock Rights-of-Way, AZA-026158 & AZA-017786**

Project Lead: **Marisa Monger**

Date that any scoping meeting was conducted: N/A

Date that concurrent, electronic distribution for review was initiated: September 6, 2013

Deadline for receipt of responses: **10AM, September 27, 2013**

ID Team/Required Reviewers will be determined at scoping meeting or as a default the following:

Gloria Benson, Tribal Liaison  
Diana Hawks, Recreation/Wilderness/VRM  
Laurie Ford, Lands/Realty/Minerals  
Jeff Young, Wildlife/T&E Animals  
John Herron, Cultural Resources  
Jace Lambeth, Special Status Plants  
Ray Klein, GCPNM Supervisory Ranger  
Whit Bunting, Range/Vegetation/Weeds/S&G  
Richard Spotts, Environmental Coordinator  
John Sims, Supervisory Law Enforcement  
Lorraine Christian, ASFO Field Manager

Required Recipients of electronic distribution E-mails only (not reminders):

Steve Rosenstock (E-mail address: [rosenstock@azgfd.gov](mailto:rosenstock@azgfd.gov) )  
Daniel Bullets (E-mail address: [dbullets@kaibabpaiute-nnsn.gov](mailto:dbullets@kaibabpaiute-nnsn.gov) )  
Peter Bungart (E-mail address: [pbungart@circaculture.com](mailto:pbungart@circaculture.com) )  
Dawn Hubbs (E-mail address: [dawn.hubbs101@gmail.com](mailto:dawn.hubbs101@gmail.com) )

*(Mr. Rosenstock is an Arizona Game and Fish Department (AGFD) habitat specialist. Mr. Bullets is acting Environmental Program Director for the Kaibab Paiute Tribe (KPT). Mr. Bungart and Ms. Hubbs are cultural staff for the Hualapai Tribe. They may review and/or forward on ASDO NEPA documents to other employees. If a Project Lead receives comments from any AGFD employee on their draft NEPA document, they should include them in the complete set/administrative record and share them with Jeff Young as the ASDO WildlifeTeam Lead. Mr. Young will then recommend how these comments should be addressed. If a Project Lead receives comments from any KPT or Hualapai Tribe employee, they should include them in the complete set/administrative record and share them with Gloria Benson as the ASDO Tribal Liaison. Ms. Benson will then recommend how these comments should be addressed.)*

Discretionary Reviewers:

David Mikels, Radio Telecommunications Technician

# Communication Site Renewals, Seegmiller Mountain & Point-of-Rock Rights-of-Way, AZA-026158 & AZA-017786

NEPA Document Number: DOI-BLM-AZ-A010-2013-0011-CX  
*Categorical Exclusion Documentation*

## A. Background

BLM Office: Arizona Strip Field Office

Case File No.: AZA-026158 & AZA-017786

Proposed Action Title/Type: **Communication Site Renewals, Seegmiller Mountain & Point-of-Rock Rights-of-Way, AZA-026158 & AZA-017786**

Location of Proposed Action: The proposed action is located within the following described area and as shown on the attached maps (Attachment 1):

### Gila and Salt River Meridian, Arizona

Seegmiller Mountain Site (AZA-026158): T. 40 N., R. 11 W., containing 1.0 acres, more or less sec. 20, SE1/4SE1/4SE1/4.

Point-of-Rock Site (AZA-017786): T. 40 N., R. 7 W., containing 1.281 acres, more or less sec. 3, SE1/4NW1/4SE1/4.

### Description of Proposed Action:

Two applications were submitted for renewal of communication site rights-of-way within the Arizona Strip Field Office. The Washington County Sheriff Department has filed an application for renewal of a communication site right-of-way grant (AZA-026158) at Seegmiller Mountain, located within Mohave County in northwestern Arizona. This existing communication site is currently being used to provide VHF frequencies for public safety/search & rescue purposes. There are currently a free standing Motorola repeater with duplexer and Private Mobile Radio System (PMRS) units housed in the existing building (pre-fabricated steel cargo container) owned and operated by the BLM. This communication site receives its power from solar operation only and there is no on-site fuel storage or gas-powered generator. The Washington County Sheriff Department maintains sites for specific geographic coverage needs and Seegmiller Mountain is ideally suited for their purposes. Figure 1 shows this communication site facility.

TSM, Inc. has filed an application for renewal of a communication site right-of-way grant (AZA-017786) at Point-of-Rock, located within Mohave County in northwestern Arizona. This existing communication site is currently being used to provide television repeater and facilities that serve the communities of Colorado City, AZ, Cane Beds, AZ and Hildale, Utah. These facilities allow for reception and transmission of existing local television channels 6, 7, 9, 11, and 13. The facilities are located approximately 7 miles southwest of Colorado City, AZ and contain a block building, steel repeater tower, and various transmitting antennas. Figure 2 shows TSM's communication facility.



Figure 1 – Photographs depict the Washington County Sheriff Department’s communication site facilities on Seigmiller Mountain from two different vantage points. Cargo container is owned by Arizona Strip District BLM.

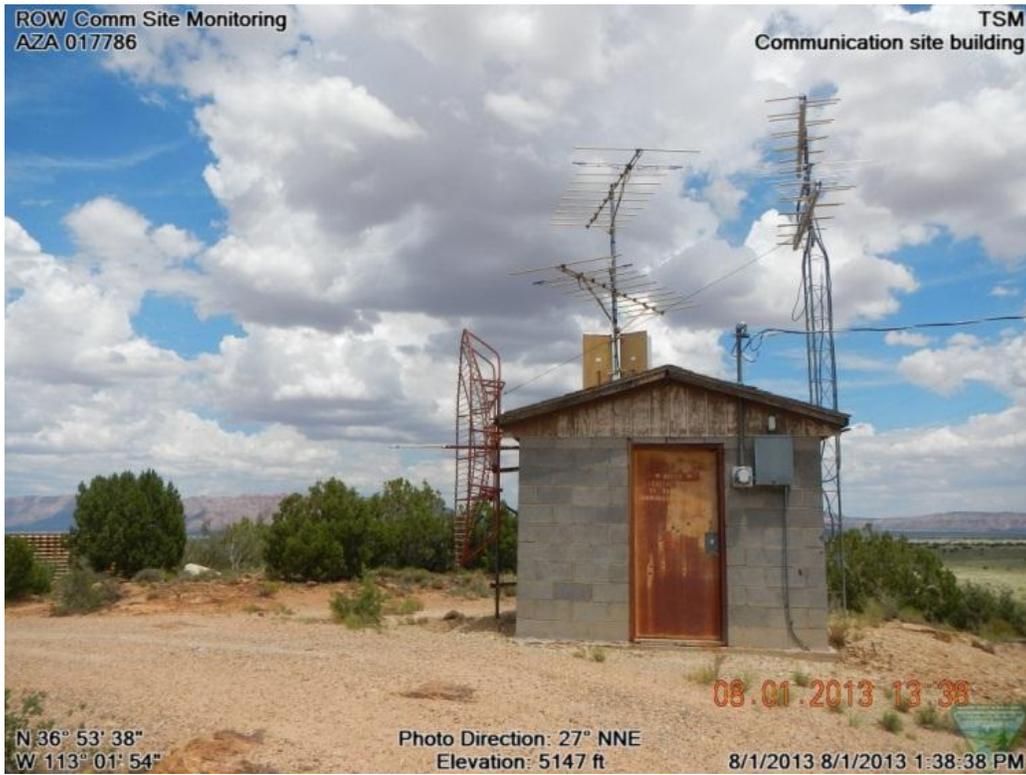
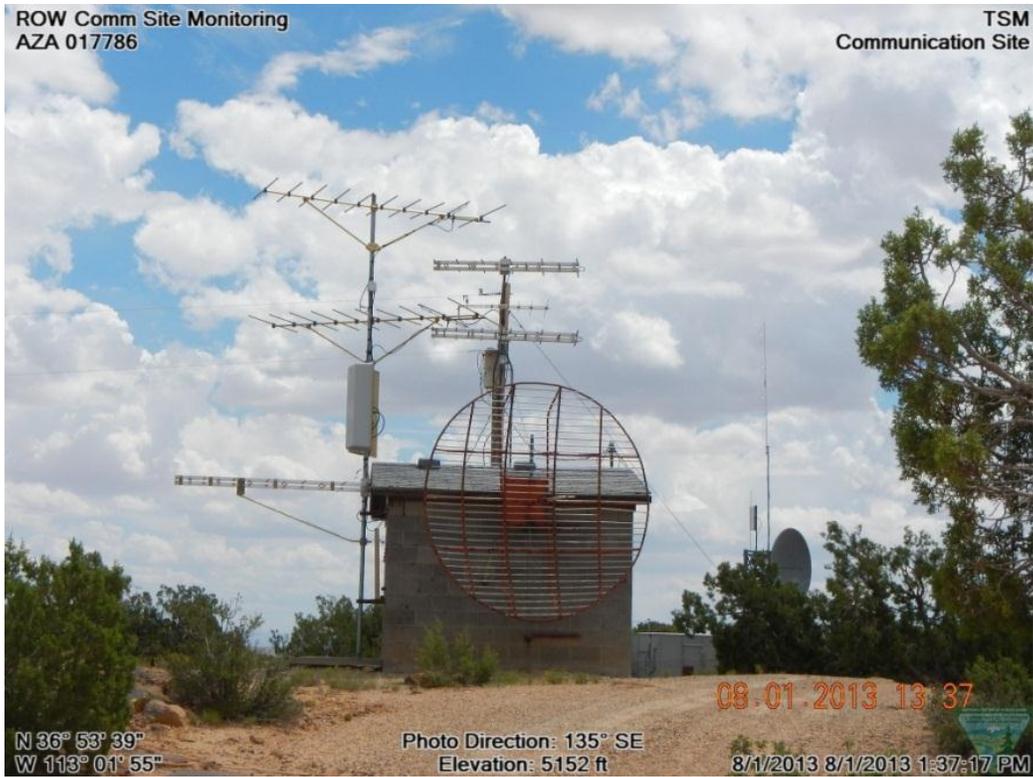


Figure 2 – Photographs depict TSM Inc.'s communication site facilities at Point-of-Rock from two different vantage points.

Neither applicant is proposing any changes to their existing facilities. See Attachment 1 for maps of project locations.

In accordance with BLM Manual 2805.11.A.1 applicants would be issued a Communications Use Lease (Form 2800-18) as the renewal instrument that includes standard special conditions for tenure, renewal, transferability, rental, responsibilities of the lessee, and liabilities. The Communications Use Leases would be issued for a term of 30 years and would be renewable. The renewed Communications Use Leases would be subject to all provisions of 43 CFR 2800 including the special conditions identified in 43 CFR 2805 and special conditions listed in Attachment 2. The special conditions shown in Attachment 2 have been updated from the original grants with the most recent special conditions for archaeology, noxious weeds and hazardous material.

## **B. Land Use Plan Conformance**

Land Use Plan Name: Arizona Strip Field Office Resource Management Plan (RMP)

Date Approved: January 29, 2008

The proposed action is in conformance with the applicable RMP because it is specifically provided for in the following RMP decision:

*MA-LR-06 (in part) – Individual land use authorizations (ROWs, permits, leases, easements) will be evaluated on a case-by-case basis in accordance with other RMP provisions and NEPA compliance. New land use authorizations will be discouraged within avoidance areas (i.e., ACECs, lands supporting listed species, NHTs, riparian areas, and areas managed to maintain wilderness characteristics) and allowed in such areas only when no reasonable alternative exists and impacts to these sensitive resources can be mitigated. New ROWs will be routed away from high-density listed species' populations and cultural sites, and along the edges of avoidance areas.*

The proposed leases are not within avoidance areas or high-density listed species' populations and are existing authorized communication sites. In addition, the proposed action would not conflict with other decisions in the RMP.

## **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 11.9, E(9), which provides for, "Renewals and assignments of lease, permits, or rights-of-way where no additional rights are conveyed beyond those granted in 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 43 CFR 46.215 apply (Attachment 3).

I considered the already existing communication sites footprint along with the special conditions identified in Attachment 2 would not cause appreciable damage or disturbance to the public lands, their resources, or improvements.

**D: Signature**

Authorizing Official: Lorraine M. Christian Date: Sept. 30, 2013  
Lorraine M. Christian, Field Manager

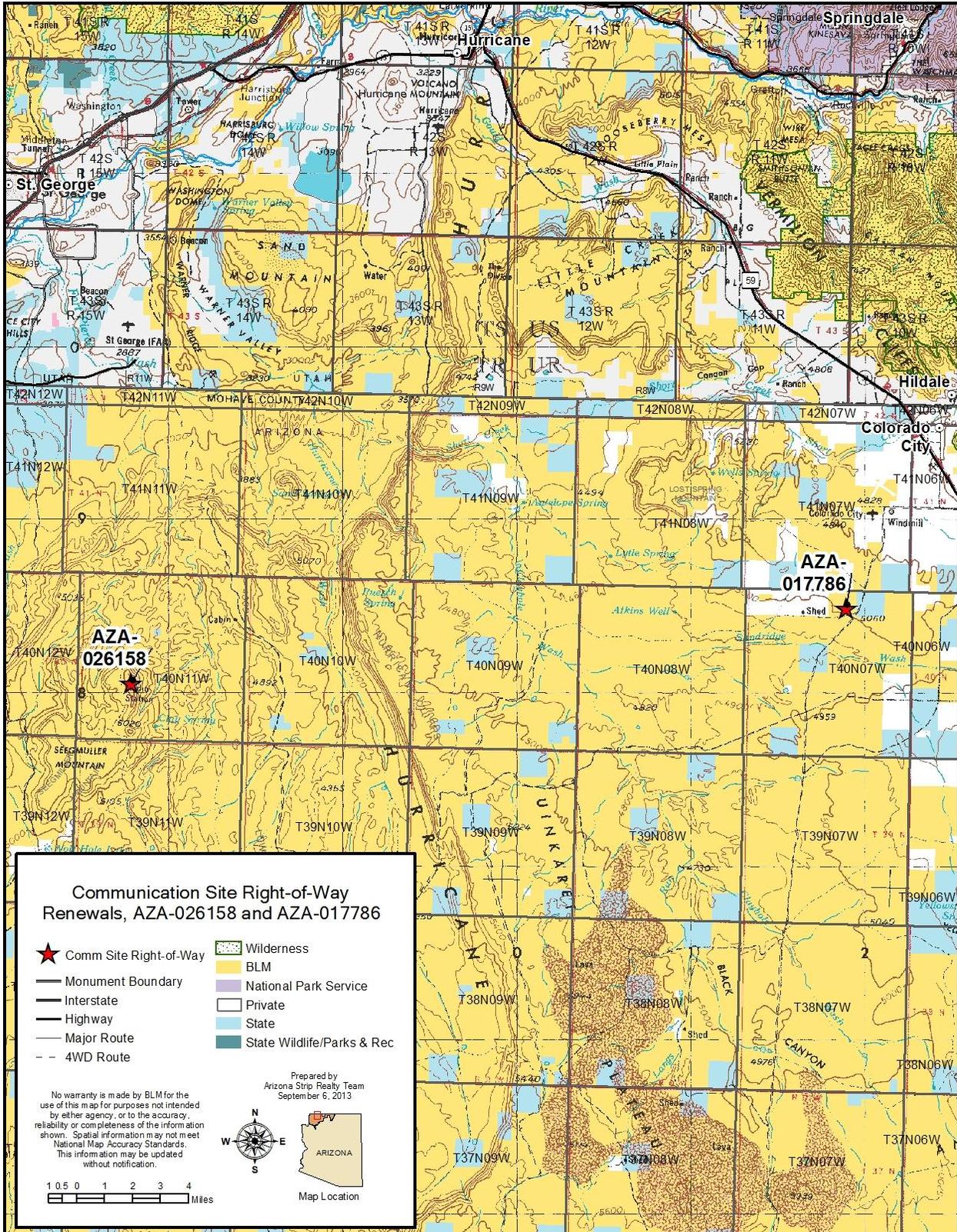
**Contact Person**

For additional information concerning this categorical exclusion review, contact Marisa Monger, Realty Specialist, BLM, Arizona Strip Field Office, 345 East Riverside Drive, St. George, Utah 84790; phone (435) 688-3288.

# Attachment 1

## LOCATION MAPS

### Communication Site Renewals, Seegmiller Mountain & Point-of-Rock Rights-of-Way, AZA-026158 & AZA-017786 September 5, 2013



United States Department of the Interior  
 Bureau of Land Management  
 Arizona Strip Field Office



**Washington County  
 Communications Use Lease  
 Renewal AZA 26158**

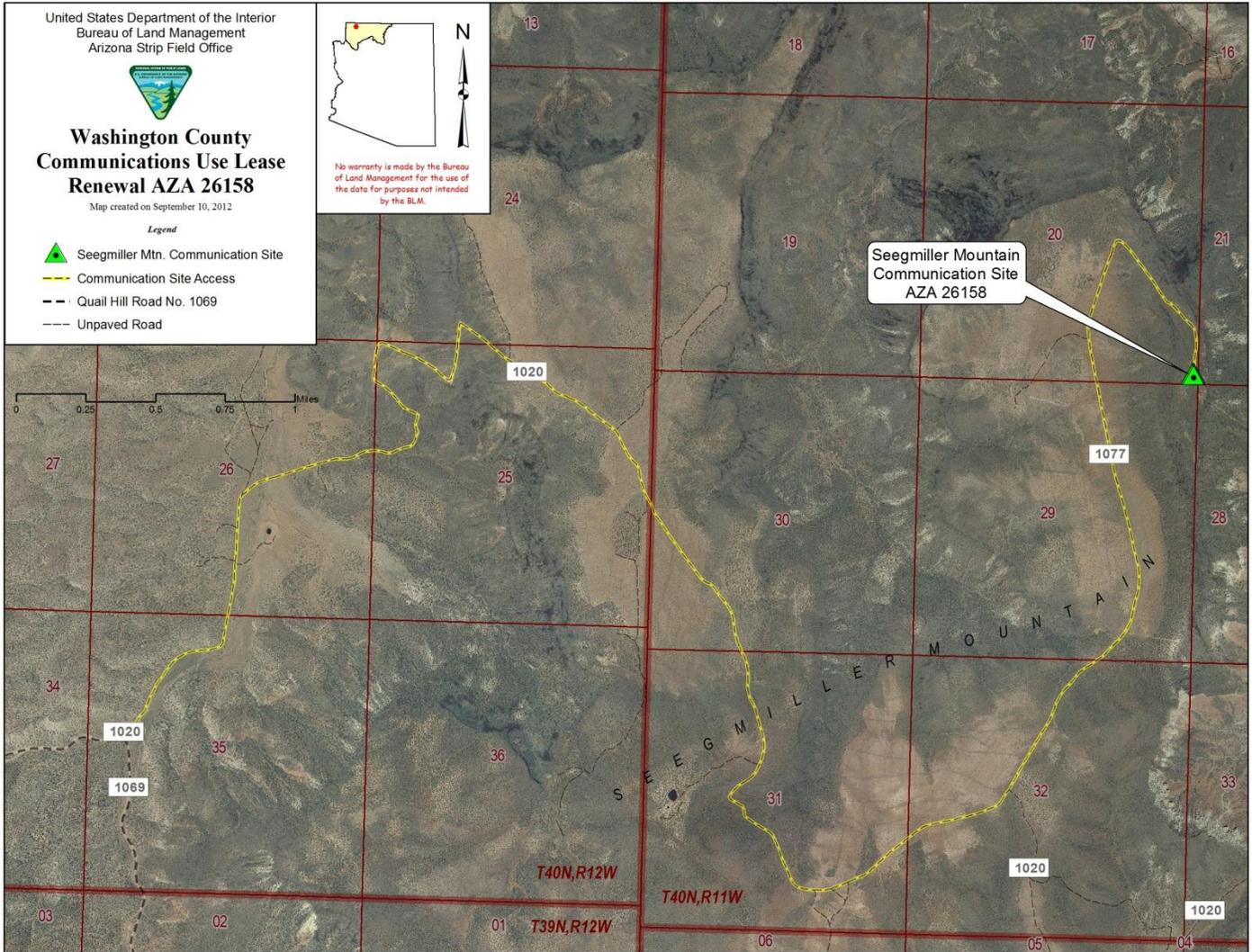
Map created on September 10, 2012

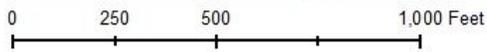
*Legend*

-  Seegmiller Mtn. Communication Site
-  Communication Site Access
-  Quail Hill Road No. 1069
-  Unpaved Road



No warranty is made by the Bureau of Land Management for the use of the data for purposes not intended by the BLM.





### Point-of-Rock Communication Site Rights-of-Way



**Legend**

-  Communication Site ROW
-  Section Line
-  Aliquot Part Line
-  Bureau of Land Management
-  State

Map created on September 27, 2013

United States Department of the Interior  
Bureau of Land Management  
Arizona Strip Field Office

CAUTION: Land ownership data is derived from less accurate data than the 1:24000 scale base map. Therefore, land ownership may not be shown for parcels smaller than 40 acres, and land ownership lines may have plotting errors due to source data. No warranty is made by the Bureau of Land Management for the use of the data for purposes not intended by the BLM.

## **Attachment 2**

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### **SPECIAL CONDITIONS** **Communication Site Renewal, Washington County Sheriff Department** **Right-of-Way AZA-026158**

#### **General/Administrative**

1. The Lessee would conduct all activities directly or indirectly associated with the construction, operation, maintenance, and termination of the lease within the authorized limits of the approved lease. This lease would not allow for any surface disturbing activities outside the lease area.
2. The lease is issued subject to valid existing rights.

#### **Waste/Hazardous Materials**

3. Lease area would be maintained in a sanitary condition at all times; waste materials would be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment. "Waste" also includes the creation of micro-trash such as bottle caps, pull tabs, broken glass, cigarette butts, small plastic, food materials, bullets, bullet casings, etc. No micro-trash would be left at the lease area and trash receptacles used at the lease area would be wildlife proof.
4. At no time would vehicle or equipment fluids (including motor oil and lubricants) be dumped on public lands. All accidental spills would be reported to the authorized officer and be cleaned up immediately, using best available practices and requirements of the law, and disposed of in an authorized disposal site. All spills of federally or state listed hazardous materials which exceed the reportable quantities would be promptly reported to the appropriate state agency and the authorized officer.

#### **Archaeology**

5. Any surface or sub-surface archaeological, historical, or paleontological remains not covered in the Cultural Resource Project Record discovered during use, new construction, or additions would be left intact; all work in the area would stop immediately and the authorized officer (435-688-3323) would be notified. Commencement of work would be allowed upon clearance by the authorized officer in consultation with the archaeologist.
6. An additional archaeological survey would be required prior to any new surface disturbance within the lease. Any such survey would have to be completed prior to commencement or continuation of the project.
7. If in connection with use, any human remains, funerary objects, sacred objects, or objects of cultural patrimony as defined in the Native American Graves Protection and Repatriation Act (P. L. 101-601; 104 Stat. 3048; 25 U.S.C. 3001) are discovered, the Lessee would stop operations in the immediate area of the discovery, protect the remains and objects, and immediately notify the authorized officer. The Lessee would continue to protect the immediate area of the discovery until notified by the authorized officer that operations may resume.

### Noxious/Invasive Weeds

8. There is potential for the spread of noxious and invasive weeds from vehicles and equipment contaminated with weed seed and/or biomass. To reduce this potential, the Lessee would thoroughly power wash and remove all vegetative material and soil before transporting equipment to the work site to help minimize the threat of spreading noxious and invasive weeds. This includes trucks, trailers, and all other machinery. In addition, Lessee would be responsible for the eradication of noxious weeds within the lease area throughout the term of the lease. The Lessee would be responsible for consultation with the authorized officer and local authorities for implementing acceptable weed treatment methods. Any use of chemical treatments would be made using only chemicals approved in the *Final Vegetation Treatments Using Herbicides on Bureau of Land Management Lands in 17 Western States Programmatic Environmental Impact Statement* (June 2007b), by a state certified applicator who would abide by all safety and application guidelines as listed on the product label and Material Safety Data Sheet.
9. Use of herbicides would comply with the applicable Federal and state laws. Herbicides would be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of herbicides, the Lessee would obtain from the authorized officer written approval of a plan showing the type and quantity of material to be used, weed(s) to be controlled, method of application, location of storage and mixing areas, method of cleansing and disposing of containers, and any other information deemed necessary by the authorized officer. Emergency use of herbicides would be approved in writing by the authorized officer prior to such use.

### Wildlife

10. Where California condors visit a lease area, the holder would notify the Bureau of Land Management wildlife team lead at (435) 688-3373. Any project personnel working at the site would be instructed to avoid interaction with condors. Project activities would be modified, relocated, or delayed if those activities have adverse effects on condors. Project activities would cease until the bird leaves on its own or until techniques are employed by permitted personnel that result in the individual condor leaving the area. Heavy machinery would not be operated within 0.5 mile of active California condor nests during the nesting season (February 1- November 30), or as long as the nest is viable. Information regarding active condor nests can be obtained by the Bureau of Land Management's wildlife team lead (435) 688-3373.

**SPECIAL CONDITIONS**  
**Communication Site Renewal, TSM, Inc Rights-of-Way AZA-017786**

**General/Administrative**

1. The Lessee would conduct all activities directly or indirectly associated with the construction, operation, maintenance, and termination of the lease within the authorized limits of the approved lease. This lease would not allow for any surface disturbing activities outside the lease area.
2. The lease is issued subject to valid existing rights.

**Waste/Hazardous Materials**

3. Lease area would be maintained in a sanitary condition at all times; waste materials would be disposed of promptly at an appropriate waste disposal site. "Waste" means all discarded matter including, but not limited to, human waste, trash, garbage, refuse, oil drums, petroleum products, ashes, and equipment. "Waste" also includes the creation of micro-trash such as bottle caps, pull tabs, broken glass, cigarette butts, small plastic, food materials, bullets, bullet casings, etc. No micro-trash would be left at the lease area and trash receptacles used at the lease area would be wildlife proof.
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## Attachment 3

### EXTRAORDINARY CIRCUMSTANCES REVIEW & CHECKLIST Communication Site Renewals, Seegmiller Mountain & Point-of-Rock Rights-of-Way, AZA-026158 & AZA-017786

IMPORTANT: Appropriate staff should review the circumstances listed below, and comment for concurrence. Rationale supporting the concurrence should be included where appropriate.		
EXTRAORDINARY CIRCUMSTANCES Does the proposed action...	YES/NO & RATIONALE (If Appropriate)	STAFF
1. Have significant impacts on public health and safety?	No significant impacts on public health and safety would result from renewal of the leases because no new construction is proposed.	MMonger
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness or wilderness study 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 (Executive Order 13186); and other ecologically significant or critical areas?	No significant impacts on natural resources, unique geographic characteristics, or other ecologically significant or critical areas would result from the proposed action because no new construction is proposed. See JHerron email dated 9/6/2013, JYoung email dated 9/20/2013, and DHawks email dated 9/6/2013.	DHawks JHerron JYoung
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA Section 102(2)(E)]?	No controversial environmental effects or unresolved alternative uses of resources conflicts would result from renewal of the leases because no new construction is proposed.	MMonger
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks?	No. Proposed action is a routine activity similar to previous lease renewals which involved no significant environmental effects and no unique circumstances.	MMonger
5. Establish a precedent for future action, or represent a decision in principle about future actions, with potentially significant environmental effects?	No. Proposed action is similar to previously renewed leases and does not represent a decision in principle about future actions with potentially significant environmental effects.	MMonger
6. Have a direct relationship to other actions with individually insignificant, but cumulatively significant, environmental effects?	No cumulative effects because no new construction would take place.	MMonger
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. See Cultural Resource Compliance Documentation Record in case file. See JHerron email dated 9/6/2013.	JHerron
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 significant impacts would result because no new construction is proposed. See JLambeth email dated 9/9/2013 and JYoung email dated 9/20/2013.	JYoung JLambeth
9. Violate a Federal law, or a State, local, or tribal law or requirement imposed for the protection of the environment?	No. Lease renewal would not violate any laws or requirements imposed for the protection of the environment. See JYoung email dated 9/20/2013 and GBenson email 9/11/2013.	JYoung GBenson
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898)?	No effect on low income or minority populations because no new construction or modifications are proposed.	MMonger
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 new construction or modifications are proposed. See GBenson email 9/11/2013.	GBenson
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. With the special conditions for vegetation, S&G, weed control and pesticide use, no impacts are expected. See WBunting email dated 9/27/2013.	WBunting

# Decision Memorandum

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**Communication Site Renewals, Seegmiller Mountain & Point-of-Rock  
Rights-of-Way AZA-026158 & AZA-017786  
DOI-BLM-AZ-A010-2013-0011-CX**

U.S. Department of the Interior  
Bureau of Land Management  
Arizona Strip Field Office

## Approval and Decision

Based on a review of the project described in the attached Categorical Exclusion documentation and resource staff recommendations, I have determined that the project is in conformance with the Arizona Strip Field Office Resource Management Plan (approved January 29, 2008), and will not cause appreciable damage or disturbance to the public lands or their resources, and is categorically excluded from further environmental analysis. It is my decision to approve the action as proposed with the special conditions identified in Attachment 2 of the CX.

## Administrative Review or Appeal Opportunities

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the attached Form 1842-1. If an appeal is taken, your notice of appeal must be filed in the Arizona Strip Field Office, 345 East Riverside Drive, St. George, Utah 84790 within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

In accordance with 43 CFR 2801.10(b), this decision remains in effect pending appeal unless a stay is granted. If you wish to file a petition pursuant to regulations at 43 CFR 2801.10 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the Department of the Interior, Office of the Field Solicitor Sandra Day O'Connor U.S. Court House #404, 401 West Washington Street SPC44, Phoenix, AZ 85003-2151 (see 43 CFR 4.413) at the same time the original documents are filed in this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

### Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulations, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.

Lorraine M. Christian  
Lorraine M. Christian, Field Manager

Sept. 30, 2013  
Date