

FS Agreement No. 25-MU-11020300-009

Cooperator Agreement No. \_\_\_\_\_

**MEMORANDUM OF UNDERSTANDING**  
**Between The**  
**CITY OF DEADWOOD**  
**And The**  
**USDA, FOREST SERVICE, REGION 2**  
**BLACK HILLS NATIONAL FOREST**  
**NORTHERN HILLS RANGER DISTRICT**

This MEMORANDUM OF UNDERSTANDING (MOU) is hereby made and entered into, by and between the City of Deadwood, hereinafter referred to as the “City” and the USDA, Forest Service, Region 2, Black Hills National Forest, Northern Hills Ranger District, hereinafter referred to as the “U.S. Forest Service.”

Background: The City of Deadwood aspires to provide a non-motorized trail that connects Deadwood to Mount Roosevelt. Mt. Roosevelt and the Friendship tower are historic areas on the Northern Hills Ranger District. The portion of the proposed trail on National Forest System land is approximately 8.0 miles. Once approved, a special use permit would be issued to the City of Deadwood to build and maintain the trail. The permit would be only for NFS lands and does not include any private lands, BLM lands, or City of Deadwood property.

Title: Mt. Roosevelt Proposed Trail System Analysis

**I. PURPOSE:**

The purpose of this MOU is to document the cooperation between the parties to prepare an environmental analysis pursuant to the National Environmental Policy Act (NEPA) in accordance with the following provisions.

**II. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:**

The U.S. Forest Service has discretion to accept or reject the City’s proposal, and as part of its decision process, the U.S. Forest Service must comply with the NEPA, the National Forest Management Act of 1976, the U.S. Forest Service special-use permit regulations in 36 C.F.R. 251, and other applicable statutes, regulations, Executive Orders, and the U.S. Forest Service Manual and Handbook direction (collectively, “the applicable legal requirements”).



Based upon the Project description and other information provided by the City, and an initial assessment of the Project, the U.S. Forest Service has determined that a Categorical Exclusion (CE) may be applicable for this project.

Completion of the project under a CE is contingent on the absence of extraordinary circumstances. Should extraordinary circumstances be identified during analysis, an Environmental Assessment (EA) must be prepared to determine whether an Environmental Impact Statement (EIS) is required, or a Finding of No Significant Impact (FONSI) is possible.

This MOU applies to the preparation of a CE and associated Decision Memo (DM) or, if necessary, the preparation of an EA and associated Decision Notice (DN) and FONSI. Should the analysis reveal the need for an EIS, a separate MOU for the preparation of that document would be required.

The NEPA documents will be prepared by a third-party contractor in a manner consistent with the applicable legal requirements and the requirements of this Agreement.

The Parties agree that the NEPA documents will be given a high priority, will be initiated and completed promptly, will utilize existing information and resource specialists to the greatest extent appropriate, will focus on key environmental issues, and will provide an opportunity for full participation by interested members of the public and governmental agencies consistent with the applicable legal requirements.

In consideration of the above premises, the parties agree as follows:

### **III. THE CITY SHALL:**

- A. Establish a principal point of contact for the City on all matters relating to the NEPA documents.
- B. Enter into a contract with the Prime Consultant that contains all the following requirements and that is approved by the U.S. Forest Service:
  - 1. Selection by the Prime Consultant of its principal point of contact for all matters relating to the NEPA documents.
  - 2. Inclusion of all the requirements specified in Appendix A, B and C.
  - 3. Execution of a disclosure statement by the Prime Consultant, each of the Prime Consultant's professional personnel, and any of the Prime Consultant's subcontractors as well as the subcontractor's professional personnel stating that the Prime Consultant, the Prime Consultant's professional personnel and the Prime Consultant's subcontractors and the subcontractor's professional personnel have no financial interest in the outcome of the NEPA analysis. (40 C.F.R. 1506.5(c))



4. A statement that the Prime Consultant's work product will be considered U.S. Forest Service work product owned by the U.S. Forest Service. All work will be prepared under U.S. Forest Service supervision and is intended to meet legal requirements that apply to the U.S. Forest Service. Subject to U.S. Forest Service approval, the Prime Consultant may obtain technical assistance or information from one or more independent, third-party subcontractors.
5. Acknowledgment that the City is solely responsible for all Primary Consultant and subcontractor fees, costs, and expenses, and the Primary Consultant and subcontractors shall make no claim against the U.S. Forest Service for such fees, costs, and expenses.
6. A provision that states that neither the Prime Consultant nor any subcontractors may conduct public surveys or questionnaires without prior approval of the U.S. Forest Service.
7. Acknowledgment that the Prime Consultant will be under the supervision of the U.S. Forest Service, and the U.S. Forest Service will make the final determination concerning the scope and contents of the Prime Consultant's work.
8. A requirement that the Prime Consultant conduct its NEPA analysis in full compliance with all applicable legal requirements.
9. A requirement that the Prime Consultant and its subcontractors (if any) document all of their work, including any sampling, testing, field observations, literature searches, analyses, recommendations, letters, e-mails and other work that supports the NEPA analysis. The Prime Consultant shall maintain a master index of all documents it receives or generates that are directly or indirectly considered in the decision-making process or that demonstrate compliance with laws, regulations or policies. The index will show at a minimum the date, author, addressee, source document, document number and page number, and subject matter of the document. The Prime Consultant and any subcontractors shall also document all the U.S. Forest Service records in a similar and compatible manner. The index shall be an appendix to the NEPA documents and used to incorporate by reference the items listed in the index to the NEPA documents. The index shall be updated throughout the preparation of the NEPA documents. These documents and index will form the basis of the Administrative Record compiled and designated by the U.S. Forest Service. The term "document" as used in this paragraph includes data of any sort, including but not limited to electronic media; planning data; maps; files; reports; e-mails; computer, audio or video tapes and disks; and other records.



10. If required by the U.S. Forest Service, a statement that the Prime Consultant and any subcontractors comply with the Communications Protocol, Appendix B and an acknowledgment that all communications will be part of the U.S. Forest Service's deliberative process regarding the Project.
11. A requirement that the Prime Consultant meet with and brief the U.S. Forest Service with pertinent information to facilitate U.S. Forest Service direction and guidance regarding the process on the following topics:
  - a. the issues that will be addressed in the NEPA documents.
  - b. the proposed action.
  - c. the alternatives to be analyzed in detail and the alternatives that will not be analyzed in detail, (if an EA or EIS is prepared).
  - d. the changes to documents required by the comments received from the public.
  - e. mitigation and monitoring measures if any and analyses and disclosures required by those measures.
  - f. the need for analysis beyond the CE level, should extraordinary circumstance be identified.
12. A requirement that if the City or the U.S. Forest Service terminates this MOU, the Prime Consultant will submit to the U.S. Forest Service a written report on the environmental work and analyses it or its subcontractors performed prior to the date of termination as well as copies of all work product gathered or created by the Consultant or its subcontractor prior to the date of termination.
13. A requirement that the Prime Consultant work closely with the U.S. Forest Service on the following tasks:
  - a. developing and implementing a public involvement plan for public scoping.
  - b. preparing draft responses to public comments if requested for U.S. Forest Service consideration prior to U.S. Forest Service finalization of its responses to public comments; and conducting and completing all necessary studies, inventories, and suitable reports for all resources that may be impacted by the Project and that will be disclosed during the scoping process. These may include but are not limited to cultural features; sensitive, threatened and endangered plant and animal species; wetlands; visual esthetics; fisheries; riparian zones and tundra environments.
  - c. analyzing the direct, indirect, and cumulative effects of the proposed action and alternatives. The final scope of this analysis will be determined through the public scoping process.



14. A requirement that if a litigation hold notice is issued by the United States Department of Justice or by the USDA Office of the General Counsel, the Prime Consultant and any subcontractors will comply with all the terms of that notice.
  15. A requirement that if there is a legal challenge to the U.S. Forest Service's NEPA compliance for this Project, the Prime Consultant and any subcontractors, must make available to the U.S. Forest Service any information requested by the U.S. Forest Service. The contract must also require the Prime Consultant to respond to all U.S. Forest Service requests for information and testify at deposition and/or trial regarding any aspect of the Project about which the Prime Consultant possesses information.
- C. Provide to the Prime Consultant or the U.S. Forest Service any necessary or relevant technical or environmental information it may have, and which the U.S. Forest Service's determines is needed for the NEPA documents.
  - D. Respond to data requests and provide review comments (such as a description of the Project and changes thereto) within a reasonable time set by the U.S. Forest Service. If the Proponent fails to provide requested materials on schedule, the NEPA analysis schedule will be adjusted by the U.S. Forest Service to the extent necessary for timely completion of the NEPA documents.
  - E. Provide information about the feasibility of proposed action and alternatives design features, mitigation measures as requested by the U.S. Forest Service.
  - F. Be solely responsible for all Primary Consultant and subcontractor fees, costs, and expenses and make no claim against the U.S. Forest Service for such fees, costs, and expenses.
  - G. Fund all reproduction, printing, and distribution of preliminary, Draft, and Final NEPA documents, unless otherwise agreed to by the U.S. Forest Service.
  - H. Respond to Freedom of Information Act (FOIA), 5 U.S.C. 552 and Privacy Act, 5 U.S.C. 552a requests regarding the Project and NEPA documents within established timeframes provided by the U.S. Forest Service.

#### **IV. THE U.S. FOREST SERVICE SHALL:**

- A. Establish a Project Manager ("Project Manager") as the principal point of contact for the U.S. Forest Service on all matters relating to compliance with NEPA. The duties of the Project Manager shall include oversight of all analyses; facilitation of communications between the U.S. Forest Service, the City, the Prime Consultant, and subcontractors to assure a timely and thorough exchange of relevant information among them; oversight of the public involvement plan developed by the U.S. Forest Service, including, without



limitation, all necessary scoping meetings and other public reviews; and other duties as required to complete the NEPA document.

- B. Review the Request for Proposals (RFP), provided by the City before the solicitation process begins. Communicate with the City if clarification and/or modifications are required.
- C. Upon completion of the solicitation process, review all proposals received in response to the RFP's. Identify and recommend a list of contractors who are capable of performing the duties listed in the Statement of Work (SOW), Appendix C; the list shall be provided to the City for selection.
- D. Select a qualified Prime Consultant based on past experience, technical competence, availability to perform work, and an absence of conflict of interest. A qualified Prime Consultant for this Project will have the following skills and experience:
  - 1. Knowledge and ability to conduct a comprehensive analysis and prepare a NEPA document for the Project with oversight by the U.S. Forest Service, as described here and in attached documents.
  - 2. Knowledge and experience to conduct environmental effects analysis for the affected forest resources.
  - 3. Knowledge and experience to conduct social effects analysis for the affected communities.
  - 4. Knowledge and experience in preparing biological evaluations/assessments sufficient for Endangered Species Act consultation.
  - 5. Experience facilitating public meetings.
  - 6. Ability to produce high quality environmental documents and visual displays which are effective at communicating environmental effects information to the general public.
  - 7. Knowledge of NEPA and other federal statutes that will need to be addressed in the development of a CE, DM, and determination of extraordinary circumstances, or in the development of an EA, DN and/or FONSI, should an EA become necessary.



- E. Furnish copies of the following information to the identified parties:
1. The Prime Consultant and/or the City shall be provided with the agreed-upon schedule of work between the U.S. Forest Service and the City.
  2. The Prime Consultant and/or the City shall be provided with an outline of the format to be used for the NEPA documents as specified at 40 C.F.R. 1500-1508 and 36 C.F.R. 220.
  3. The Prime Consultant and/or the City shall be provided access to the relevant Forest Plan, Forest Plan environmental analysis, and Record of Decision with all amendments to those documents.
  4. The Prime Consultant and/or the City be provided access to the statutes, regulations, Executive Orders, U.S. Forest Service Manuals and Handbooks that control or guide the preparation of the NEPA documents.
  5. The Prime Consultant shall be provided with relevant written comments or reports prepared by the U.S. Forest Service Interdisciplinary Team.
  6. The Prime Consultant shall be provided with access to relevant letters, comments or other materials received by the U.S. Forest Service from interested parties or agencies in the scoping session, comments on the document, or at other stages in the analysis process.
  7. The Prime Consultant and/or the City may be provided additional information as specified in SOW, Appendix C.
- F. Meet with the Prime Consultant throughout the preparation of the NEPA analysis to provide direction and make ultimate decisions regarding, at a minimum, the following topics:
1. The issues that will be addressed in the NEPA documents.
  2. The design criteria for the proposed action and any possible alternatives to the proposed action.
  3. The alternatives to be analyzed in detail and the alternatives that will not be analyzed in detail.
  4. Any changes to the NEPA analysis required by the comments received from the public.



5. Proposed mitigation measures and disclosures required by those measures.
- G. Evaluate the information submitted by the Prime Consultant, subcontractors, the City, or others, and maintain responsibility for the accuracy of that information (40 CFR 1506.5). Make the final determination regarding inclusion or exclusion of material from the NEPA documents and take responsibility for the scope and content of the NEPA documents.
- H. Convene a U.S. Forest Service Interdisciplinary Team (“ID Team”) as required by 40 CFR 1500 to oversee the NEPA analysis. It is anticipated that the ID Team will function principally as a review team, providing technical guidance to the Project Manager, Prime Consultant, and any subcontractors regarding the issues and alternatives to be addressed in the NEPA documents. The ID Team will provide input and guidance on the adequacy of existing data and studies, and such additional matters as are useful to the prompt and efficient completion of the NEPA documents in compliance with the applicable legal requirements. Duplication of tasks between the Project Manager, Prime Consultant, any subcontractors, and ID Team members will be avoided.
- I. Respond to Freedom of Information Act (FOIA) requests in accordance with 5 U.S.C. 552 and Privacy Act, 5 U.S.C. 552a regarding the Project and NEPA analysis. If the Proponent, Prime Consultant or any subcontractors have provided the U.S. Forest Service with business information that would be responsive to a FOIA or Privacy Act request, the U.S. Forest Service will provide the Proponent, Prime Consultant or any subcontractors with prompt notification of any request for that information under FOIA. The Proponent, Prime Consultant or any subcontractors will be given reasonable time to assert privilege on information or records considered proprietary under FOIA. The Proponent, Prime Consultant, or any subcontractors will be notified of the U.S. Forest Service’s determination regarding disclosure of such records prior to the disclosure date. The U.S. Forest Service retains the right and authority to determine what is releasable in accordance with FOIA. The Proponent, Prime Consultant or any subcontractors will be promptly notified of all instances in which FOIA requesters bring suit seeking to compel disclosure of submitted information. 7 CFR 1.12.
- J. Prepare the final decision document.
- K. Supervise the preparation of the NEPA documents in compliance with applicable legal requirements including, but not limited to, ensuring public review of the NEPA documents and review of public comments. In exercising this responsibility, the U.S. Forest Service will endeavor to foster cooperation among other relevant agencies and to integrate NEPA requirements with other environmental review and consultation requirements in order to avoid, to the fullest extent possible, duplication of efforts by such agencies. (40 CFR





1500.5(g)-(h), 1501.2(d)(2), 1506.2) However, the U.S. Forest Service will not delegate to any other agency its authority over the scope and content of the NEPA documents or U.S. Forest Service approval of the Project.

- L. Provide direction to the Prime Consultant for designing, organizing, indexing, preparing and maintaining documents regarding the NEPA analysis. Using documents provided in part by the Prime Consultant, and consistent with the applicable legal requirements, create and designate the official administrative record for the Project.
- M. Determine whether a communications protocol shall apply to the NEPA analysis. If required, comply with the communications protocol.
- N. Keep the City informed of the status of the NEPA analysis and discuss with the City any additional data needs.
- O. Invite the City to attend meetings with federal, state, regional, and local agencies and the public as appropriate (e.g., discussions on procedural matters; physical, biological, and social issues; the proposed action and alternative actions; impacts and their mitigation; and other compliance requirements).
- P. Meet with the City as early as possible and as needed to discuss the Project description and components of the NEPA analysis to determine mitigation measures necessary to avoid or mitigate adverse impacts.
- Q. Address City-proposed alternatives and respond to procedural and substantive comments submitted by the City during the NEPA analysis process.
- R. Maintain responsibility for public review of the NEPA documents, public hearings, analysis of public comments, and distribution of documents.
- S. Receive all public comments on the Draft NEPA documents. Determine any necessary modification(s) to the NEPA documents as a result of public comments.
- T. To the fullest extent possible, utilize existing information, inventories, studies, and reports to support the NEPA documents, provided that such information can be verified by the U.S. Forest Service and is accurate as required by 40 CFR 1506.5(a) and (c).
- U. Retain the sole responsibility for making decisions regarding and approving the NEPA analysis. The U.S. Forest Service reserves the right to terminate the NEPA analysis in its sole discretion and for any reason, including lack of performance or poor work quality by the Prime Consultant and/or its subcontractors.



**V. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:**

- A. It is understood by the City and the U.S. Forest Service that the NEPA documents will be prepared by a Prime Consultant who will be paid by the City. The Prime Consultant will be selected by the City from a list of qualified contractors identified by the U.S. Forest Service and serve under the direct supervision and control of the U.S. Forest Service. The Prime Consultant's work product will be considered U.S. Forest Service work product owned by the U.S. Forest Service because it will be prepared under U.S. Forest Service supervision and is intended to meet legal requirements that apply to the U.S. Forest Service. Subject to prior U.S. Forest Service approval, the Prime Consultant may obtain technical assistance or information from one or more subcontractors. The combination of the Prime Consultant and any approved subcontractors working under the direction of the U.S. Forest Service Project Manager will be sufficient to prepare the analysis.
- B. Based upon a review of the Project and the information developed to date, the U.S. Forest Service and the Prime Consultant will make every effort to meet a time schedule mutually agreed upon in writing by the City and the U.S. Forest Service. The schedule may be subsequently modified due to events or conditions beyond the control of the Parties. In that event, the U.S. Forest Service and the City will agree in writing to a new schedule.
- C. Meetings between the City and the U.S. Forest Service, for the purpose of exchanging facts and/or information, and updating the status of the NEPA analysis, will occur at the following key points in the planning stage for the NEPA analysis:
  - 1. Prior to selection of the Prime Consultant or subcontractors.
  - 2. Prior to establishing a written time schedule for the preparation of the NEPA documents.
  - 3. At the pre-work meeting with the Prime Consultant to review this MOU.
  - 4. During regularly scheduled meetings to provide updates during the development of the CE or EA.
- D. The complexity and the independent nature of the NEPA process require a common understanding of the roles of the U.S. Forest Service personnel, the City, the Prime Consultant, and other interested persons, agencies, and organizations. The role of the City is the same as it would be if the process were being entirely performed by U.S. Forest Service personnel, with no City financing.
- E. The U.S. Forest Service will make the final determination concerning the scope and content of the Prime Consultant's work.



- F. Information and data collected by the Prime Consultant and any subcontractors may be inserted in the Administrative Record prepared by the U.S. Forest Service.
- G. If a litigation hold notice is issued by the United States Department of Justice or by the USDA Office of the General Counsel, both the City and the Prime Consultant will comply with all the terms of that notice.
- H. If there is a legal challenge to the U.S. Forest Service's NEPA compliance for this Project, the City, Prime Consultant and any subcontractors, must make available to the U.S. Forest Service any information requested by the U.S. Forest Service, all at the City's expense. The City, Prime Consultant and any subcontractors shall also respond to all U.S. Forest Service requests for information and testify at deposition or trial regarding any aspect of the Project about which the City, Prime Consultant, or any subcontractors possesses information, all at the City's expense.
- I. The independent nature of the NEPA process creates the need to conduct the process with integrity. As specified in paragraph D, above, the U.S. Forest Service Project Manager will establish the process for the efficient flow of communication between the Prime Consultant, City and the U.S. Forest Service.
- J. All work product created pursuant to this Agreement, including but not limited to, all data and analyses, shall be the property of the U.S. Forest Service.
- K. Pursuant to the U.S. Forest Service NEPA Handbook, the U.S. Forest Service will give appropriate consideration to a "No Action Alternative" and other alternatives identified by the ID Team (if an EA is required) that are technically and economically feasible and address the purpose and need. The City's financing of this NEPA analysis will have no bearing on the consideration given to the "No Action" or other alternatives.
- L. Either party, in writing, may terminate this MOU at any time before the date of expiration. In the event of termination, it is agreed to as follows:
  - 1. The analysis preparation process will terminate.
  - 2. All documentation, reports, analyses, and data used in the analysis developed by the City, the Prime Consultant, or the Prime Consultant's subcontractors up to the date of termination will be delivered to the U.S. Forest Service for possible inclusion in the Administrative Record.
  - 3. The Prime Consultant shall submit to the U.S. Forest Service a written report of the environmental work and analysis it or its subcontractors performed prior to the date of termination as well as copies of all work



product gathered or created by the Consultant or its subcontractor prior to the date of termination.

- M. **PRINCIPAL CONTACTS.** Individuals listed below are authorized to act in their respective areas for matters related to this agreement.

**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Randy Adler Parks, Rec, and Events Director 108 Sherman Street Deadwood, SD 57732 Telephone: 605-578-2082 Email: <a href="mailto:Randy@cityofdeadwood.com">Randy@cityofdeadwood.com</a>	Kevin Kuchenbecker Planning, Zoning, and Historic Preservation Officer 108 Sherman Street Deadwood, SD 57732 Telephone: 605-578-2082 Email: <a href="mailto:kevin@cityofdeadwood.com">kevin@cityofdeadwood.com</a>

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Conner Thiele Assistant NEPA Planner 2014 N. Main St Spearfish, SD 57783 Telephone: 605-642-6422 Email: <a href="mailto:Conner.Thiele@usda.gov">Conner.Thiele@usda.gov</a>	Dawn Gibeau Grants Management Specialist 1617 Cole Blvd. Bldg. 17 Lakewood, CO 80401 Telephone: 605-910-7177 Email: <a href="mailto:dawn.gibeau@usda.gov">dawn.gibeau@usda.gov</a>

- N. **NOTICES.** Any communications affecting the operations covered by this agreement given by the U.S. Forest Service or the City is sufficient only if in writing and delivered in person, mailed, or transmitted electronically by e-mail or fax, as follows:

To the U.S. Forest Service Program Manager, at the address specified in the MOU.

To the Cooperator Program Contacts address shown in the MOU or such other address designated within the MOU.

Notices are effective when delivered in accordance with this provision, or on the effective date of the notice, whichever is later.

- O. **PARTICIPATION IN SIMILAR ACTIVITIES.** This MOU in no way restricts the U.S. Forest Service or the City from participating in similar activities with other public or private agencies, organizations, and individuals.



- P. ENDORSEMENT. Any of the City's contributions made under this MOU do not by direct reference or implication convey U.S. Forest Service endorsement of the City's products or activities.
- Q. NONBINDING AGREEMENT. This MOU creates no right, benefit, or trust responsibility, substantive or procedural, enforceable by law or equity. The parties shall manage their respective resources and activities in a separate, coordinated and mutually beneficial manner to meet the purpose(s) of this MOU. Nothing in this MOU authorizes any of the parties to obligate or transfer anything of value.

Specific, prospective projects or activities that involve the transfer of funds, services, property, and/or anything of value to a party requires the execution of separate agreements and are contingent upon numerous factors, including, as applicable, but not limited to: agency availability of appropriated funds and other resources; cooperator availability of funds and other resources; agency and cooperator administrative and legal requirements (including agency authorization by statute); etc. This MOU neither provides, nor meets these criteria. If the parties elect to enter into an obligation agreement that involves the transfer of funds, services, property, and/or anything of value to a party, then the applicable criteria must be met. Additionally, under a prospective agreement, each party operates under its own laws, regulations, and/or policies, and any U.S. Forest Service obligation is subject to the availability of appropriated funds and other resources. The negotiation, execution, and administration of these prospective agreements must comply with all applicable law

Nothing in this MOU is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

- R. USE OF U.S. FOREST SERVICE INSIGNIA. In order for the City to use the U.S. Forest Service insignia on any published media, such as a Web page, printed publication, or audiovisual production, permission must be granted from the U.S. Forest Service's Office of Communications. A written request must be submitted and approval granted in writing by the Office of Communications (Washington Office) prior to use of the insignia.
- S. MEMBERS OF U.S. CONGRESS. Pursuant to 41 U.S.C. 22, no U.S. member of, or U.S. delegate to, Congress shall be admitted to any share or part of this agreement, or benefits that may arise therefrom, either directly or indirectly.
- T. FREEDOM OF INFORMATION ACT (FOIA). Public access to MOU or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552).



- U. TEXT MESSAGING WHILE DRIVING. In accordance with Executive Order (EO) 13513, “Federal Leadership on Reducing Text Messaging While Driving,” any and all text messaging by Federal employees is banned: a) while driving a Government owned vehicle (GOV) or driving a privately owned vehicle (POV) while on official Government business; or b) using any electronic equipment supplied by the Government when driving any vehicle at any time. All cooperators, their employees, volunteers, and contractors are encouraged to adopt and enforce policies that ban text messaging when driving company owned, leased or rented vehicles, POVs or GOVs when driving while on official Government business or when performing any work for or on behalf of the Government.
- V. TERMINATION. Any of the parties, in writing, may terminate this MOU in whole, or in part, at any time before the date of expiration.
- W. DEBARMENT AND SUSPENSION. The City shall immediately inform the U.S. Forest Service if they or any of their principals are presently excluded, debarred, or suspended from entering into covered transactions with the federal government according to the terms of 2 CFR Part 180. Additionally, should the City or any of their principals receive a transmittal letter or other official Federal notice of debarment or suspension, then they shall notify the U.S. Forest Service without undue delay. This applies whether the exclusion, debarment, or suspension is voluntary or involuntary.
- X. MODIFICATIONS. Modifications within the scope of this MOU must be made by mutual consent of the parties, by the issuance of a written modification signed and dated by all properly authorized, signatory officials, prior to any changes being performed. Requests for modification should be made, in writing, at least 30 days prior to implementation of the requested change.
- Y. COMMENCEMENT/EXPIRATION DATE. This MOU is executed as of the date of the last signature and is effective through , 20XX at which time it will expire, unless extended by an executed modification, signed and dated by all properly authorized, signatory officials.
- Z. AUTHORIZED REPRESENTATIVES. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU. In witness whereof, the parties hereto have executed this MOU as of the last date written below.



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CHARLIE STRUBLE-MOOK, Mayor  
City of Deadwood, South Dakota

Date

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SHAWN COCHRAN, Forest Supervisor  
U.S. Forest Service, Black Hills National Forest

Date

The authority and format of this agreement have been reviewed and approved for signature.

**LINDSEY BURKETT** Digitally signed by LINDSEY BURKETT  
Date: 2025.06.30 15:53:14 -06'00'

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LINDSEY BURKETT  
U.S. Forest Service Grants Management Specialist

Date

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.



## APPENDIX A

### PROPOSED ACTION

*Description of the U.S. Forest Service's current understanding regarding the extent of NEPA scoping that will be required for the Project, the anticipated issues that must be addressed in the NEPA analysis, the special expertise needed by the Prime Consultant, and other relevant information regarding the NEPA analysis.*

The Black Hills National Forest proposes to issue an authorization for the construction, operation, and maintenance of a non-motorized trail connecting the City of Deadwood to the Black Hills National Forest and the Friendship Tower on Mount Roosevelt along with the Deadwood Dick grave site north of Deadwood. Although the entire trail system will pass through other jurisdictions including City of Deadwood and Bureau of Land Management (BLM) property, the total mileage across National Forest System lands amounts to approximately 8.0 miles. This will be new construction but will use existing game trails, terracing, and ridges north of Deadwood. The target is a class 3 developed trail with compacted tread and native surface with a trail width of 18"- 48" and maximum height of 10". The trail will be multiple non-motorized use, hiking, biking and horse trail. Once environmental analysis is completed and approved, the City of Deadwood will receive a special use authorization for construction and operations.

The Black Hills National Forest has received a special use permit proposal from the City of Deadwood in response to unanimous decisions made by the Deadwood City Council. The Council strongly desires to connect the City to the Black Hills National Forest.

These needs are consistent with the goals, objectives, and standards outlined in the Black Hills National Forest Land and Resource Management Plan. Refer to Statement of Work (SOW), Appendix C for additional information.





## APPENDIX B

### COMMUNICATION PROTOCOL

Pursuant to paragraph III.B.10 of the Memorandum of Understanding, No. 25-MU-11020300-009, between the Black Hills National Forest, Northern Hills Ranger District and the City of Deadwood, the following outlines a protocol to facilitate communication and coordination for the exchange of information between the City of Deadwood, the U.S. Forest Service and the Prime Consultant. All communication between the U.S. Forest Service and the Prime Consultant will be part of the U.S. Forest Service's deliberative process regarding the Project.

#### Contact Information

U.S. Forest Service Project Manager:  
Conner Thiele  
Assistant NEPA Planner  
2014 N. Main St  
Spearfish, SD 57783  
Office Phone: 605-642-6422  
Email: [Conner.Thiele@usda.gov](mailto:Conner.Thiele@usda.gov)

City of Deadwood Project Contact:  
Kevin Kuchenbecker  
Planning, Zoning, and Historic Preservation Officer  
108 Sherman Street  
Deadwood, SD 57732  
Office Phone: 605-578-2082  
Email: [kevin@cityofdeadwood.com](mailto:kevin@cityofdeadwood.com)

Prime Consultant Case Manager:  
Kory Rude  
18 East Main Street, STE.229  
Rapid City, SD 57701  
Office Phone: 701-228-4259  
Email: [Kory.Rude@kljeng.com](mailto:Kory.Rude@kljeng.com)

While the City of Deadwood is entitled to a consultive relationship with the U.S. Forest Service regarding joint development of any plans and resolution of issues associated with the administration of any special use permits, this same consultive relationship does not extend to implementation of U.S. Forest Service NEPA procedures. While opportunities for communication between the City of Deadwood and the U.S. Forest Service are still extensive, they generally do not go beyond those available to the general public.



Law, regulation, policy, and agency guidance require that NEPA procedures be implemented in an open, fair, and balanced manner, providing the public and the City of Deadwood with equal access to the U.S. Forest Service and its decision-making process.

Since the Prime Consultant works for the U.S. Forest Service, it is prudent for the Prime Consultant to communicate regularly with the Project Manager. The following communication practices will be observed during the NEPA process for the Project:

1. The City of Deadwood shall not seek to influence the Prime Consultant on substantive matters related to the Project and the Analysis, including, but not limited to, issue identification, impact analysis, alternative identification and mitigation development, other than through discussions with the Project Manager as permitted by terms of this Agreement.
2. The U.S. Forest Service is the sole provider of direction and supervision to the Prime Consultant. As such, internal information available to the Prime Consultant is not available to the City of Deadwood unless prior approval is obtained from the U.S. Forest Service. The Parties expect that the U.S. Forest Service and its ID Team and the Prime Consultant will be engaged in deliberative communications in the development of the CE or EA (or the EIS, as necessary). The Parties understand and agree that these deliberative communications will not be released to the City of Deadwood and are exempt from release under FOIA.
3. The Project Manager will provide the City of Deadwood with periodic updates regarding milestones achieved in the Analysis.
4. The City of Deadwood's communications with the Prime Consultant will be limited to issues related to billing, and other non-Analysis related issues pertaining to their contract. If the City of Deadwood or the Prime Consultant have other issues they would like to discuss with one another, all such communication shall occur through the U.S. Forest Service.
5. Any information submitted to the Case Manager and/or the Project Manager by the City of Deadwood for the purposes of the Analysis which the City of Deadwood considers to be confidential information and exempt from disclosure under the Freedom of Information Act (FOIA) shall be labeled as such by the City of Deadwood. In the event that a member of the public submits a FOIA request which describes City of Deadwood's confidential information, the U.S. Forest Service will notify the City of Deadwood of such a request provided under the terms of agency regulations (7 CFR § 1.2 and 43 CFR § 2.15).
6. All communications from the City of Deadwood to the U.S. Forest Service regarding the Analyses which shall be made between the City of Deadwood's principal point of contact and the Project Manager, unless the Project Manager instructs the City of Deadwood's principal point of contact to communicate



- directly with another U.S. Forest Service employee or with the Case Manager. The parties recognize that the City of Deadwood may need to contact representatives of the U.S. Forest Service from time to time on matters which do not relate to the Analyses, and nothing in this Agreement shall limit communication on such other matters.
7. Nothing in this Agreement shall prevent the City of Deadwood from participating in public review of the Analyses to the same extent as is permitted to any other member of the public.
  8. All requests for information from the public or media shall be directed to the U.S. Forest Service. Neither the City of Deadwood nor the Prime Consultant shall speak for the U.S. Forest Service.
  9. By signature below, City of Deadwood and the Prime Consultant certify that the individuals listed in this document as representatives of the Proponent and the Prime Consultant are authorized to act in their respective areas for matters related to this Communications Protocol, Appendix B.

\_\_\_\_\_  
Date

**CONNER  
THIELE**

Digitally signed by CONNER  
THIELE  
Date: 2025.05.19 16:39:33  
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\_\_\_\_\_  
Conner Thiele  
U.S. Forest Service Project Manager

\_\_\_\_\_  
Date

**Kevin  
Kuchenbecker**

Digitally signed by Kevin  
Kuchenbecker  
Date: 2025.06.25 09:19:48  
-06'00'

\_\_\_\_\_  
Kevin Kuchenbecker  
City of Deadwood, Project Contact

\_\_\_\_\_  
Date

**Kory Rude**

Digitally signed by Kory Rude  
Date: 2025.06.30 15:37:25  
-06'00'

\_\_\_\_\_  
Kory Rude  
Prime Consultant, Case Manager

**Black Hills National Forest**  
**Region 2**

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**APPENDIX C**

**Statement of Work**

**Third-Party NEPA Contract**

**Mt. Roosevelt Trail System**

May 2025

U.S. Forest Service NEPA

Contact: [Conner Thiele](#)  
Black Hills National Forest  
2014 North Main Street  
Spearfish, SD 57783  
605-642-4622

## **I. Synopsis of items and tasks required in the Statement of Work (SOW)**

1. **Orientation:** Attend at least one field trip to the project areas with one or more members of the U.S. Forest Service staff to gain familiarity with the project area.
2. **Work Plan and Timeline:** Develop and manage a detailed project work plan.
3. **Maps of the project area, alternative actions (if needed) and cumulative actions:** The Contractor is responsible for producing maps necessary for completing the National Environmental Policy Act (NEPA) document.
4. **Public involvement:** The Contractor shall provide opportunities for the public and interested parties to comment and provide feedback on the project. Public scoping can occur through physical and electronic letters, as well as in person meetings to receive comments and raise public awareness.
5. **Data and surveys:** Collect and analyze all field data necessary that is not readily available from the U.S. Forest Service (FS). Wildlife surveys should be conducted up to 1 mile on either side of the proposed trail, if habitat is available. Heritage and botanical surveys should be 100' (30m) on both sides from centerline of the proposed trail route. This will allow for minor re-routes, if needed.
6. **Biological Evaluation/Assessment:** The Contractor shall write the Biological Evaluation/Biological Assessment (BE/BA) for Section 7 Consultation with the U.S. Fish and Wildlife Service. The BE should also provide determination statements for U.S. Forest Service Sensitive Species and Management Indicator Species (MIS).
7. **Resource Technical Reports:** Technical Reports are to be written in conformance with U.S. Forest Service standards and guidelines. Preliminary Technical Reports (two copies of each) shall be submitted prior to, or concurrent with, the NEPA Document.
8. **DRAFT Preliminary EA (if required).**
9. **EA: Final Environmental Assessment (if required).**
10. **Decision Document:** The Contractor shall provide a draft decision document (Decision Memo or Decision Notice) that includes everything required by the U.S. Forest Service except the actual decision and rationale.
11. **Final EA and Decision Documents:** Following District Ranger approval of the EA (if required) and U.S. Forest Service preparation of the final decision.

***Refer to sections VI and VIII of the Statement of Work (SOW) for a detailed description of requirements and deliverables. Contact FS Project Manager (Conner Thiele) with questions regarding the SOW.***

# **Table of Contents**

<b>I. Synopsis</b>	<b>2</b>
<b>II. Introduction</b>	<b>5</b>
<b>III. NEPA Requirements</b>	<b>5</b>
<b>IV. Scope of Services</b>	<b>6</b>
<b>V. MOU Requirements</b>	<b>6</b>
<b>VI. Summary of Tasks and Technical Specifications</b>	<b>6</b>
<b>VII. Documentation</b>	<b>15</b>
<b>VIII. Deliverables</b>	<b>22</b>
<b>IX. Estimated Timeline and Progress Schedule Worksheet</b>	<b>26</b>

# Statement of Work

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## II. Introduction

The City of Deadwood aspires to provide a non-motorized trail that connects Deadwood to Mount Roosevelt. Mt. Roosevelt and the Friendship tower are historic areas on the Northern Hills Ranger District where Sheriff Seth Bullock built the Friendship Tower to commemorate his friendship with President Theodore Roosevelt.

There is an existing 1-mile trail on National Forest System (NFS) land to the Friendship Tower from a small trailhead. The proposed trail would connect the City of Deadwood, Bureau of Land Management (BLM), a private hotel, and the existing trail so visitors could start in Deadwood and walk or bike up to the Friendship Tower. The section of the proposed trail west of the Friendship Tower provides stunning vistas of the Lead/Deadwood area and historic mining district. It also provides panoramic views of the prairie to the north and connects to Deadwood Dick's grave site, another historic figure from the mining era. The proposed trail section connects the Friendship Tower to a trail system that is currently being built on private land and City of Deadwood property. The entirety of this trail system will connect the community of Deadwood to both federal and private lands and highlight the history of the surrounding hills.

The portion of the proposed trail on National Forest System land is approximately 8.0 miles. Once approved, a special use permit would be issued to the City of Deadwood to build and maintain the trail. The permit would be only for NFS lands and does not include any private lands, BLM lands, or City of Deadwood property.

## III. NEPA Requirements

The National Environmental Policy Act (NEPA) has two requirements for compliance:

- A. **Agencies must make informed decisions.** "Informed" means a candid and factual presentation of environmental impacts. Reasonable alternatives must be available and considered by the decision maker before making a commitment of resources.
- B. **Agencies must make diligent efforts to involve the public in their NEPA procedures.** The definition of "diligent" varies by agency depending on the severity of impact and other factors. Each project requires an individual approach to involving the public.

NEPA does not regulate agency choices. But it does demand a good faith, hard look at the potential environmental impacts and a full and honest disclosure of impacts to the public.

Ultimately, the NEPA process is the responsibility of the agency official making the decision. When the environmental analysis and NEPA documentation is done through a Contractor, the process must comply not only with the National Environmental Policy Act, but agency requirements listed in the Code of Federal Regulations (36 C.F.R. 220). The primary source of policy and procedures for the U.S. Forest Service is U.S. Forest Service Handbook 1909.15. **The U.S. Forest Service is ultimately and legally responsible for the accuracy of the environmental analysis and documentation and is responsible for issuing a final decision that is defensible under the law.**

U.S. Forest Service guidance for conducting NEPA analyses is contained in U.S. Forest Service Handbook (FSH) 1909.15, Environmental Policy and Procedures Handbook, WO Amendment 1909.15-2014-1, Effective 05/28/2014.

#### **IV. Scope of Services**

Based upon the Project description and other information provided by the City of Deadwood, and an initial assessment of the Project, the U.S. Forest Service has determined that at the conclusion of the field review and the public scoping process-- **The U.S. Forest Service has preliminarily identified a CE that would be appropriate for this action if it is determined that no extraordinary circumstances exist. This proposal could potentially be excluded from further analysis and documentation in an Environmental Impact Statement (EIS) or Environmental Assessment (EA) only if there are no extraordinary circumstances related to the proposed action. However, if extraordinary circumstances are determined to exist, a higher level of analysis and documentation through an EA may be required.**

The Contractor shall furnish all materials, supplies, tools, equipment, personnel, and travel, except those specified to be furnished per the Memorandum of Understanding (MOU) between the Black Hills National Forest and the City of Deadwood to complete all requirements of the contract, including performance of the professional services listed herein.

The Contractor shall provide an interdisciplinary (ID) approach to the preparation of the NEPA documents. The Contractor may use an ID Team Leader and ID Team (IDT) to accomplish this interdisciplinary approach.

**The Contractor shall:**

1. Organize, write and edit all documents required by NEPA regulations to complete an environmental analysis document or, NEPA document, and any other items that may be required for the responsible official to



make an informed decision. **Analysis and survey should only occur for the portions of the proposed trail located on National Forest System Lands, approximately 8.0 miles with appropriate buffers for specific resources as described in Section VI below.**

2. Coordinate a team of resource specialists to compile the appropriate information necessary for completing the Categorical Exclusion (CE) or an Environmental Analysis (EA). Ensure that team members know what others are doing, check progress on tasks, provide guidance if needed, and keep the process moving according to the timeline.
3. Record meeting notes during all IDT meetings
4. Conduct all surveys or collect on-site field data. Draft reports necessary for completing consultations with Tribes, State Historic Preservation Officer and US Fish and Wildlife Service will be prepared in coordination with Agency specialists. Agency personnel will conduct the consultation process.
5. Attempt to contact interested and affected parties and agencies to solicit comments for the proposed project early in the planning process.
6. Complete a detailed project work plan and track progress on specific weekly tasks.

## **V. MOU Requirements**

All instructions and direction contained in the Memorandum of Understanding between the Northern Hills Ranger District and the City of Deadwood, shall be followed, including:

Personnel Furnished by both the City and U.S. Forest Service  
Communication Protocol  
Purpose, Need and Proposed Action

## **VI. Summary of Tasks and Technical Specifications**

The Contractor shall be responsible for completing the following tasks and meeting the technical specifications herein:

- A. **Orientation:** Attend at least one field trip to the project area with one or more members of the Forest staff to gain familiarity with the project area, environmental conditions and proposed actions.

- B. **Work Plan and Timeline:** Develop and manage a detailed project work plan, including specific tasks, when they will be completed and by who (see Section VIII). Final products are due on an agreed date between all parties involved. Track and report progress bi-weekly.
- C. **Data and Surveys:** The analysis shall mostly use existing information that is currently available. Collection, compilation, and/or analysis of some new data and information may be necessary and will be the responsibility of the contractor. Northern Hills Ranger District specialists will be the primary source of existing data and information concerning the resources within the project area.

Collect all field data necessary that is not already available from the U.S. Forest Service (FS). Conduct inventories and surveys required by law or policy, following FS policy, procedures and standards. Wildlife surveys should be conducted up to 1 mile on either side of the proposed trail, if habitat is available. Heritage and botanical surveys should be 100' (30m) on both sides from centerline of the proposed trail route. This will allow for minor reroutes, if needed. Qualifications and experience of the person(s), companies or corporations collecting field data shall be jointly reviewed by the U.S. Forest Service and Contractor and must be mutually agreed upon prior to beginning the work.

- D. **Document Gathering:** Collect and share information from similar projects, such as case studies/research or other similar or relevant NEPA documents, as needed.
- E. **Public Scoping:** The contractor is responsible for soliciting feedback from interested or affected peoples, groups, and agencies. The Forest Service and Project Manager should forward any available information, including current scoping lists they may have to help with the scoping process. The contractor should compile received scoping comments and work with the Forest Service project manager on identifying and resolving any issues raised in the comments.
- F. **Maps:** The U.S. Forest Service's personnel shall supply the Contractor with some basic data. The Contractor is responsible for producing maps necessary for completing the NEPA document and sending planning updates to the public. The maps will be in an ARC Pro format and in color. The following maps should be included:
  - 1. Vicinity map of the project area
  - 2. Map of the proposed action

3. Maps of management alternatives (if needed).
4. Maps of past, present and reasonably foreseeable actions (cumulative actions map)

In an interdisciplinary manner, identify GIS map and data needs for analysis, public involvement and NEPA documents. Track progress to ensure that the necessary maps and data are being developed and provided.

The electronic files become the sole property of the U.S. Forest Service when the contract is complete. Use of the information after completion of the environmental analysis is subject to approval and agreement of the U.S. Forest Service. **Proposed routes on the map are subject to change based on field review and survey.**

- G. **Coordination with Project Manager:** Coordinate regularly with the FS Project Manager regarding the planning process, meeting agendas and document reviews. Communicate at least bi-weekly with the project manager to coordinate IDT meetings, activities and provide updates of progress and significant developments, using phone, e-mail or visits. Communicating directly with the Project Manager to request specific information required from the U.S. Forest Service. Requests for information shall be made in writing and shall include specifications regarding format and content and a not-to-exceed due date for receiving that information. The Project Manager will clarify information needs with the Contractor or Contractor's team members as needed. The Contractor must follow the Project Manager's advice regarding the Agency's and Forest's preferred NEPA procedures and document specifications.
- H. **Coordination with U.S. Forest Service Specialists:** Through the Project Manager ensure close coordination with the following:
  1. Public Affairs Officer or Responsible Official, regarding completion of actions in the public participation plan.
  2. District Biologists, regarding review of the Biological Assessment/ Biological Evaluation and consultation with the US Fish and Wildlife Service. Agency personnel will conduct consultation process.
  3. District Archaeologist, regarding completion of the cultural resources report to U.S. Forest Service standards. Agency personnel will conduct consultation process.
  4. Other FS Specialists as needed.
  5. Other non-U.S. Forest Service entities (such as the State and BLM), regarding projects they are planning or conducting.

- I. **Approval from the Responsible Official:** The Contractor must receive *signed approval* from the Responsible Official at the following key points, before proceeding further with the NEPA process:
1. Final Significant Issues
  2. Final Alternatives, including those Eliminated from Detailed Study
  3. If upon field review and public scoping, an EA is required, then approval will be required for:
    - a. Final review of draft Chapters 1 and 2.
    - b. Final review of Effects Analysis prior to publication of the CE or EA.
    - c. Decision Notice and Finding of No Significant Impact (FONSI).
- J. **Meetings and Notes:** The Contractor shall:
1. Attend all public meetings that would be coordinated by the FS and the City.
  2. Schedule and coordinate all Interdisciplinary Team (IDT) meetings, including those that require the presence of U.S. Forest Service Specialists. Coordinate meeting agendas, schedules and who should attend with the FS project manager. Most meetings would be held in Spearfish SD.
  3. Have meeting notes recorded during the meeting. Notes should include listing participants, key discussion points, decisions and follow-up task assignments. Meeting notes should be edited and distributed to the Project Manager and other IDT members within five days after each meeting. Corrections to the notes should be made when specified by the meeting participants.
  4. Use the meetings as an opportunity to ask questions or request specific information from the Project Manager or other FS personnel, as needed to develop the NEPA document.
- K. **Alternatives:** The CE Analysis will assess the effects of the City's proposed plan. Should the Analysis reveal extraordinary circumstances associated with the proposed activities, further analysis under an EA would be necessary. If an EA is required, the Contractor shall develop alternatives (including the evaluation criteria used to compare them), and describe mitigation measures and monitoring requirements, in consultation with FS personnel.
- L. **Effects Analysis:** The Contractor is responsible for developing any needed methodologies, conducting an analysis of environmental effects, running analytical or scientific models as needed, and documenting the direct and indirect effects of each alternative. The effects analysis shall also include a discussion of how each alternative addresses the significant issues.

***A comprehensive cumulative effects analysis is required.*** A Cumulative Effects analysis will be completed for each resource for which environmental effects are discussed. The incremental effects of other past, present and future projects will be added to the direct and indirect effects of this project, and the overall impact on the resources will be discussed. Adequate information will be included in the project record to address the key points needed for the appropriate NEPA document, should this finding be appropriate (FSM 1090.15, Sections 05 and 43.1).

M. **Biological Evaluation/Assessment:** Prepare the Biological Evaluation/ Biological Assessment (BE/BA) for Section 7 Consultation with the U.S. Fish and Wildlife Service (FWS). The BE/BA shall be guided by the Regulations on Interagency Cooperation (Section 7 of the Endangered Species Act) in 50 CFR section 402 and FSH 2672.4, and shall be in accordance with the following:

1. Contracted preparers shall be qualified biologists with at least a bachelor's degree in biological sciences.
2. The Biological Assessment will be prepared for Threatened and Endangered species for consultation with the U.S. Fish and Wildlife Service.
3. The Biological Evaluation will be prepared for U.S. Forest Service Region 2 plant and wildlife species.
4. The Contractor shall collect available data including interviewing knowledgeable individuals to prepare the BE/BA.
5. The U.S. Forest Service will review and approve draft and final BE/BA prior to submission.
6. The U.S. Forest Service will submit all official correspondence to FWS including the official species list request, submission of the BA, and submission of any addenda to the BA.
7. The Contractor may talk directly with the FWS; however, the FS Project Manager shall be kept informed of pertinent issues and developments.
8. The Action Area for impacts analysis shall comprise up to 1 mile on either side of the proposed trail. But may include as much area as required to fully analyze the impacts of the FS preferred alternative (i.e. discussions of impacts in the BE/BA may include the entire range of a species).
9. The BE/BA shall contain the standard BE/BA requirements found in FSH 2672.4.
10. FS will approve the determinations of effect.

11. The BA shall be prepared and submitted in sufficient time to allow FWS to respond to the selected alternative and be included in the project decision document. The preliminary draft BE/BA shall be submitted prior to, or concurrent with, the NEPA document. The Contractor will revise the BE/BA to satisfy all comments made by the FS reviewer, and provide two copies electronic and hardcopy, concurrent with the NEPA document.

- N. **Hydrological Resources:** Provide a Technical Report of hydrological resources based on recorded site survey data, a literature search of existing information for the area, and any surveys for hydrological resources needed to fill information gaps. Conduct these surveys as needed and in coordination with the Project Manager.
- O. **Heritage Resources:** Provide a Technical Report of heritage resources based on recorded site survey data, a literature search of existing information for the area, and any surveys for heritage resources needed to fill information gaps. Conduct these surveys as needed and in coordination with the Project Manager. Surveys should be 100' (30m) on both sides from centerline of the proposed trail route. This will allow for minor re-routes, if needed.
- P. **Background and Support Materials for the NEPA document:** Support materials may be separate documents such as Technical Reports that may be included in the NEPA document by reference; data included in an appendix; or data placed in the Project Record. The purpose of background and support materials shall be to provide backup data for the NEPA document while minimizing the length of the document, reducing the amount of technical information of interest to a limited audience, and/or keeping information exempt from the Freedom of Information Act (such as the location of heritage resources or traditional cultural properties). Technical Reports, background and support materials, by reference, shall be an extension of the NEPA document. The important conclusions shall be incorporated into the NEPA document, along with summary rationale for the conclusions.
- Q. **Environmental Assessment** if an EA is required. The contractor will organize and draft the EA with cover letters and distribute to the FS Project Manager for Agency review. Edit the documents to incorporate reviewer's comments and defer to the FS Project Manager's judgment if editing questions or conflicts should arise. The FS Project Manager will be the liaison between the Contractor and the Responsible Official to ensure that expectations are being met.

R. The Contractor is not responsible for the following:

1. **Developing a description of the Proposed Action, Purpose and Need and Decision to be made:** The U.S. Forest Service will present to the Contractor a clear description of the specific proposal, why it is being proposed and the nature and character of the decision to be made in a Preplan.
2. **Developing the Scope of the Environmental Analysis:** The U.S. Forest Service is required under Forest Service Regulation (1909.15) to define the scope of the project. Scope development follows two concurrent paths:
  - ◆ The U.S. Forest Service lists its Agency concerns to be addressed in the analysis.
  - ◆ The U.S. Forest Service uses the public scoping process to receive public comment on the proposal.Potential Agency environmental concerns of the proposal and the scope of analysis are initially identified by a team of U.S. Forest Service Specialists. Input from public involvement during scoping corroborates or expands the scope. Members of the public may raise additional issues during the document review stage or may feel their issue has not been adequately covered in the analysis. A potential result is that the scope changes slightly and additional work may need to be accomplished to finish the NEPA document.
3. **Consultation:** U.S. Forest Service Specialists or Line Officers (Forest Supervisor or District Ranger) will be responsible for consulting with Native American Tribes, the South Dakota State Historic Preservation Officer and the US Fish and Wildlife Service.
4. **Other Project Requirements:** The FS Project Manager and Responsible Official will ensure that other requirements are met prior to signing the NEPA document, such as receiving a project clearance report from the State Historic Preservation Officer and concurrence on the Biological Assessment from US Fish and Wildlife Service.
5. **Decision:** The Contractor will prepare a draft NEPA document, as per FSM 1909.15, except for the actual decision information and rationale. The Agency's Responsible Official will describe and document his/her decision and rationale for the NEPA document. The final document will be provided to the Contractor for publication and public distribution.

## **VII. DOCUMENTATION**

- A. Working documents produced by the Contractor shall be submitted to the U.S. Forest Service in Microsoft Word format. The Contractor is encouraged to e-mail draft and final documents to expedite FS reviews.
- B. The NEPA document must be written in a manner that facilitates public review and understanding.
  - 1. The NEPA document shall be a concise public document. Rather than the document consisting entirely of long narratives, use bulleted or numbered statements where appropriate, and display quantitative data in tables or charts, where they may aid in public review and understanding.
  - 2. Use a simple and consistent outline format throughout the document, with clear headings and sub-headings. CE content and format will comply with requirements of 36 CFR 220, and FSH 1909.15, Chapter 30.
  - 3. Avoid using agency or bureaucratic jargon or acronyms. Where a technical term is needed, include a brief, simple translation of the term within the context where it is used, to avoid the reader having to rely entirely on the glossary.
  - 4. Translate technical or jargon-filled language into plain, easy to understand language.
  - 5. If Technical Reports contain repetitive or poorly organized effects analysis discussions, translate them in the NEPA document into clear, concise, well-organized statements.
  - 6. Ensure that the effects analysis includes:
    - ◆ Rationale, professional judgments and references to scientific studies that support the conclusions and help shed light on the degree of uncertainty or reliability of effects predictions.
    - ◆ Explanations of the action or cause for each effect.
    - ◆ Descriptions of location, magnitude/intensity, and general duration of effects.
    - ◆ Direct, indirect and cumulative effects to the resources discussed.
    - ◆ Avoid repetition, focusing on differences in effects between alternatives (if alternatives are needed), so readers may easily contrast and compare alternatives, based on the effects described.



- ◆ Incorporation of scientific material by reference, by summarizing and citing appropriate literature. References will be listed as an Appendix to the NEPA document.
- C. The NEPA document must be site-specific to the areas of National Forest identified for analysis, action-specific (to the proposed activities) and effect-specific (resulting from the proposed activities).
- D. The description of the Affected Environment is required in a NEPA document. However, the Affected Environment can be combined with Environmental Consequences, as a preface to the consequences described for each specific resource topic.
- E. The NEPA document format should closely follow this main-topic outline, unless changes are approved by the Project Manager. This format will vary for different levels of NEPA documentation, i.e. Decision Memo, EA, or EIS.
- ☐ **Cover Sheet:** The cover sheet should not exceed one page and must include: 1) the responsible agencies, 2) title and location of the proposed action, and 3) the name, address, and telephone number of the USFS contact person.
- ☐ **Summary:** Provide a summary that is concise and accurate. Emphasize the major conclusions, issues of controversy (including issues raised by agencies and the public), and the issues to for resolution. This section is optional.
- ☐ **Table of Contents (CE/EA):** Include a table of contents with sufficient details to allow readers to quickly locate major subject matter, particularly specific impact topics and alternatives analyzed in the document.
- ☐ **Chapter I (CE/EA) -- Purpose and Need for Action**
  1. Introduction (Location, Background and project history): The "Background" section will include appropriate information necessary for the reader to understand the context of the project. Such information may include project history and background, forest purpose and significance, relationship of the project to other planning projects, or project scope.
  2. Forest Plan Direction and Other Requirements: The Contractor will identify future regulatory compliance activities necessary to implement the project, including the potential need for permits and other agency

approvals or coordination. This should be a focused description of project-related compliance requirements, and not an encyclopedic description of state and federal regulations.

3. Purpose of and Need for Action: This section briefly provides a concise explanation of the project's purpose and need. The "purpose" of the project is a statement of goals and/or objectives that the U.S. Forest Service intends to fulfill by taking action (not the reason for preparing the EA). The "need" describes the conditions prompting the U.S. Forest Service to consider action and explains why the U.S. Forest Service is proposing the action currently. The Contractor will work with the U.S. Forest Service to prepare the Purpose of and Need for Action section. The Contractor will edit the text for consistency with other sections and modify, as needed, based on review comments. For this section, the Contractor will also prepare and include maps showing the project area and vicinity.
4. Proposed Action: This section summarizes the agency's proposed action.
5. Decision to be Made: Describe what decision the Deciding Officer(s) may make and what the decision is based upon.
6. Public Involvement Summary: The Contractor will present an overview of public involvement activities implemented as part of the environmental analysis process. This may include distribution of press releases or newsletters, mailing of scoping notices, organizing public meetings, workshops, or other methods used to obtain public input. In addition, persons, organizations, and agencies contacted for information and assisting in identifying important issues, developing alternatives or analyzing impacts should be listed in this section.
7. Significant Issues: The Contractor will write a brief description of issues for the (EA). Forest Service regulations stress that agencies are responsible for a clear and efficient definition of issues. They should be described as potential environmental effects if the action is taken, (not an activity). Based on the issues, the Contractor will select and group issues into relevant impact topics to help focus the affected environment and environmental consequences sections of the EA. Issues should be presented in a "cause and effect" statement.
8. Potential issues shall be evaluated and classified as either "Issues Selected for Detailed Analysis", or "Issues Dismissed from Detailed Analysis." The Contractor will present a brief discussion for each issue,

justifying the topic's placement under one of these two headings. Issues selected for detailed analysis will be addressed in the subsequent affected environment and environmental consequences chapters, and should track through the document and be consistent between chapters. Those issues dismissed from detailed analysis will not be addressed further in the EA (if needed).

9. Issues will be derived in collaboration with the U.S. Forest Service. As required by agency policy and guidance the environmental assessment should highlight the potential impacts (or lack thereof) to wetlands, floodplains, threatened or endangered species, cultural resources, prime and unique farmlands, low income or minority populations, environmental justice, energy requirements, conservation potential of alter- natives and prime forest land.

## **□ Chapter II – Alternatives (CE/EA)**

1. Description of Alternatives Analyzed (including maps of alternatives): The Contractor will write a description of the proposed action and alternatives, including a no action alternative. Additional alternatives may be described if necessary to ensure consideration of a reasonable range of alternatives. The U.S. Forest Service shall provide the Contractor with the information necessary to describe the no action alternative, as well as actions (including mitigation measures) comprising the pro- posed action and additional action alternatives as appropriate. The Contractor will be responsible for integrating details into a clear and concise written description. The Contractor will prepare and include maps and other illustrations to help show differences among the alternatives.
2. Alternatives Considered and Eliminated from Further Study: The Contractor will include a description of alternatives considered but eliminated from further study. The narrative will (a) identify any such alternatives, and (b) present supporting narrative describing why each alternative is being dismissed. Justification for eliminating such alternatives from further analysis is based primarily on factors relating to the alternative's feasibility. Simply identifying agency preference is not defensible rationale for dismissing an alternative.
3. Comparison of Alternatives in tabular form: Include comparisons with respect to the Purpose and Need, Forest Plan guidance, Issues, and Key Environmental Effects (summarized from Chapter III). Summarize the following in the alternatives chapter: 1) the degree to which each

alternative meets the purpose and need (objectives), 2) the important features of each alternative, and 3) the impacts of each alternative. These three summaries should be in the form of a matrix for easy comparison of alternatives. The comparison must sharply define differences among alternatives.

## **□ Chapter III – Affected Environment and Environmental Effects**

### **Alternative Responses to the Issues**

Display how each alternative addresses the issues. The affected environment section of the EA will describe the existing environment potentially affected by the project alternatives, or that would affect the alternatives if they were implemented. Consistent with Forest Service regulations, this chapter should present a concise and focused description of the environment for the project EA (not the forest or region as a whole). Information presented should particularly focus on sensitive or controversial resources and/or those resources anticipated to incur project-related impacts. Detailed background or support material should be incorporated by reference or placed in an appendix.

The environmental effects section provides the reader with an analytic evaluation of the potential effects or impacts of each of the alternatives on the resources describe in the affected environment section. The objective analysis and disclosure of potential environmental impacts of the proposed action and alternatives facilitates informed decision-making. This analysis and disclosure of impacts will be provided in this section, with the Contractor presenting the effects of each alternative on the various components of the affected environment.

The Contractor will generally be able to select an acceptable method to quantify the effects. Regional-approved methods must be used to address Management Indicator Species and Roads Analysis.

The analyses must describe the intensity (or magnitude) and duration of the effects. The characterization of impacts will include descriptions of impact duration, intensity (or magnitude), and context (site-specific, local, regional, or national effects, etc.). Forest Service Handbook also requires the impact analysis to be concise, clear, and to the point and emphasize the real environmental issues. Conclusions on impacts should be presented with supporting analysis; the rationale for the conclusion must be provided.

The Contractor will work with the U.S. Forest Service to identify relevant, reasonable mitigation measures to improve the project. The

Contractor will analyze the effectiveness of the proposed mitigation measures, as well as the probability that such measures would be implemented.

Focusing on those issues and resources identified in scoping, the Contractor will analyze cumulative effects by adding the incremental impact of the alternative actions to impacts resulting from “other” actions.

“Cumulative impact” is defined as, “the impact on the environment which results from the incremental impact of the action when added to other past, present, and reasonably foreseeable future actions regardless of what agency (federal or non-federal) or person undertakes such other actions” (40 CFR 1508.7).

The preparation of legally defensible cumulative impact analyses is a key element of the environmental consequences chapter.

Recent case law has demonstrated its importance. The Contractor will analyze potential cumulative effects of each alternative using the following steps:

In collaboration with the U.S. Forest Service, the Consultant will first identify those “other” actions, including other actions on the Consultant, comprising the cumulative impact scenario. For example, these actions may include projects within the Forest but outside the scope of the project and/or projects or activities on adjacent lands by other entities.

## **Resource Effects**

Analyze the environmental direct, indirect and **cumulative** effects of proposed action and alternatives on resource elements, including:

1. Effect on **physical factors** of the site (not all may apply):
  - ◆ Geologic hazards or unique landforms
  - ◆ Soils (their productivity or erodibility)
  - ◆ Minerals and energy resources (locatable minerals, leasable minerals, energy sources)
  - ◆ Visual resources (blocked vistas, building colors and heights)
  - ◆ Heritage resources (archaeological, historical, architectural)
  - ◆ Wilderness resources
  - ◆ Wild and scenic rivers
  - ◆ Water resources (water quality, streamflow, floodplains, wetlands, groundwater recharge)

- ◆ Air quality
  - ◆ Noise
  - ◆ Fire hazards
  - ◆ Land use (prime farm, timber, rangelands)
  - ◆ Infrastructure improvements (roads, trails, utility corridors and distribution, water collection and storage, communications systems, solid waste collection and disposal)
2. Effect on the biological factors of the site (not all may apply):
- ◆ Vegetation (forest, rangeland, other major vegetation types, threatened or endangered plants, unique ecosystems, plant diversity)
  - ◆ Wildlife (habitat, populations, threatened and endangered species, migratory birds, diversity, management indicator species)
  - ◆ Fish (see wildlife suggestions)
  - ◆ Recreation resources (sites, trails, opportunities, etc.)
  - ◆ Insects and diseases
  - ◆ Exotic and/or noxious organisms
3. Effect on the **economic factors** of the site (not all may apply):
- ◆ Economic base
  - ◆ Employment/unemployment
  - ◆ Housing
  - ◆ Land use requirements
  - ◆ Community service requirements
  - ◆ Revenue base (local government, special service districts)
  - ◆ Plans and programs of other agencies
  - ◆ Income (sources, amounts, distribution)
  - ◆ Cost (financial analysis)
4. Effect on the **social factors** of the site (not all may apply):
- ◆ Population dynamics (size, composition, distribution and density, mobility, displacement)
  - ◆ Social institutions (education, family, economic, political, military, religious, recreation)
  - ◆ Ways of life (sub-cultural variation, leisure and cultural opportunities, subsistence hunting and fishing, personal security, basic values, community identity, health and safety)
  - ◆ Land tenure and land use
  - ◆ Legal considerations

## **Appendices**

### **EA:**

List of Preparers and Agencies/Persons Consulted

1. Maps (if not in the body of the document)
2. References to Publications (in standard scientific format)
3. Other appendices as needed

## **VIII. Deliverables**

Deliverables shall be addressed to the U.S. Forest Service Project Manager:  
Black Hills National Forest

Attn: Conner Thiele

2014 N. Main Street

Spearfish, SD 57783

Voice: 605-642-4622

Fax: 605-642-4156

Electronic mail: [Conner.Thiele@usda.gov](mailto:Conner.Thiele@usda.gov)

Deliverables shall be paper copies, facsimiles, and/or electronic copies as specified. Electronic word processing documents shall be Microsoft Word. Final documents shall be delivered on a compact disk in Microsoft Word and .pdf formats. Where multiple copies are indicated, it will be understood these are to be paper copies. Elsewhere where copy media is unspecified, it will be the option of the Contractor to provide the materials by either paper copy or electronic copy. For enhanced communication and to minimize time constraints, it is anticipated and desired that many transmittals will be via electronic means.

The U.S. Forest Service will review all draft materials. Generally, one review and correction cycle will be sufficient prior to printing final materials. However, based up on the amount or complexity of the U.S. Forest Service's revision comments, the U.S. Forest Service shall have the option of reviewing drafts until they are revised to the U.S. Forest Service's satisfaction.

All documents shall be published to U.S. Forest Service standards. The Contractor, under the direction and guidance of the U.S. Forest Service, shall be responsible for printing and distributing all documents, except for those documents that must be published by the Government Printing Office (GPO). GPO publication requirements will be determined on a case-by-case basis. The Contractor shall provide all stenographic, clerical, graphics, layout services and printing to established FS standards. Foldout sheets and large maps shall be provided where applicable. Mailings shall be first class.

All GIS data shall be provided in a format compatible with ESRI ArcPro current version, the data shall be in either shapefile or geodatabase format. GIS data shall be within national mapping standards of 1:24,000 (40 feet), and in coordinate system UTM NAD83, 13N, meters. The Final GIS data (trails, site locations, etc.) and GIS data that is used to create maps, shall be provided with metadata describing the 'data source', 'GIS process steps' and 'attributes'.

- A. **Reports:** By the 15th of each month, the Contractor shall provide monthly management reports throughout the lifetime of the project. The Contractor shall provide a meeting summary within 2 working days following each meeting during the lifetime of the project.
- B. **Work Plan:** Within 30 days of issuance of the contract, the Contractor shall submit a work plan. The work plan shall be a comprehensive plan and schedule for completion of all aspects of the task order, following the schedule prepared by the U.S. Forest Service. See Section VIII.  
The work plan shall account for all the tasks within the scope of this task order, deliverables listed below, preparation time, and review time for each draft by the U.S. Forest Service. The work plan shall include an assessment of the existing data, preliminary identification of additional data needs for the NEPA document and preliminary identification of specific Technical Reports required for the document.
- C. **Maps of the project area, alternative actions (if needed) and cumulative actions.**
- D. **Scoping Letter/Scoping Notice**
- E. **Biological Evaluation/Assessment:** The Contractor shall write the Biological Evaluation/Biological Assessment (BA) for Section 7 Consultation with the U S Fish and Wildlife Service. The Contractor will prepare a biological evaluation for selected species as per U.S. Forest Service Manual (FSM) 2600, Chapter 2670 – Threatened, Endangered, and Sensitive Plants and Animals and Region 2 guidelines. Two separate BA/BEs will be prepared for wildlife and botany. The BA/BEs should include analysis for Threatened Endangered and Proposed (TEP) species for all alternatives, R2 Sensitive and Black Hills Management Indicator Species (MIS), Species of Local Concern (SOLC). MIS should be included in the BA/BE as well as other species protected under the Migratory Bird Treaty Act (MBTA) that may be impacted.  
The Contractor will obtain a letter from the U.S. Fish and Wildlife Service (USFWS) listing the federally protected species that may occur in, near or downstream of the project. The Contractor will consult District and Forest records (documents and GIS files) in addition to other information sources



when developing the list of species to be addressed in the biological evaluation. The BE should also provide determination statements for U.S. Forest Service Sensitive Species and MIS.

- F. **Technical Reports:** Based on FS review and public scoping, resource issues may be identified which will require separate Technical (Specialist) Reports. Technical Reports are to be written in conformance with U.S. Forest Service standards and guidelines. Preliminary Technical Reports (two copies of each) shall be submitted prior to, or concurrent with, the NEPA Document.
- G. **Final Technical Reports:** The Contractor will revise the Technical Reports to satisfy all comments made by the FS reviewers, and include a final, signed and dated original in the Project Record prior to the release of the NEPA Document.
- H. **DRAFT Preliminary EA (if required):** The Contractor shall provide a digital copy of a completed EA that considers public, and U.S. Forest Service comments. Support materials, including the Watershed Analysis, shall be arranged in appendices or separate reports and files that are in the Project Record. Information needed to immediately interpret or understand the EA shall be contained in an Appendix. Technical Reports shall be stand-alone documents, included in the EA by reference. Relevant information from these reports should be integrated in the EA.
- I. **EA: Final Environmental Assessment (if required):** The Contractor shall revise the preliminary document based on U.S. Forest Service comments and prepare one digital of the final document.
- J. **Decision Document:** The Contractor shall provide a draft decision document (Decision Memo or Decision Notice) that includes everything required by the U.S. Forest Service except the actual decision and rationale (see FSM 1909.15, Section 43 for a CE or EA).
- K. **Final EA and Decision Documents:** Following District Ranger approval of the EA (if required) and U.S. Forest Service preparation of the final Decision Notice, the Contractor shall prepare a digital copy of the EA/DN. The U.S. Forest Service will file copies of the EA/DN and mail or e-mail copies to other Federal agencies as required. The Contractor shall mail or e-mail the EA/DN to the maintained mailing list.
- L. **Project Record:** The Project Record includes all the documents of all types (papers, studies, data, reference maps, correspondence, computer runs, etc.) in all formats (paper, hard drive, compact disk, etc.) that support the decision-making process.

The Contractor will provide the Project Records in chronological order in electronic format. The Case Manager is responsible for providing the Contractor with all U.S. Forest Service internal documents for the Project Record that support the NEPA process and decision.

Requirements for development and maintenance of project records are found in 36 CFR 217.2 "Decision Documentation" and "Decision Document," 36 CFR 219.8(g), 36 CFR 219.10(h), 40 CFR 1506.6(f), and U.S. Forest Service Manual 1950.3(4). The U.S. Forest Service also has examples of how a Project Record should be built.

## **MOUNT ROOSEVELT TRAIL SYSTEM**

### **Proposed Action**

The Black Hills National Forest proposes to issue an authorization for the construction, operation, and maintenance of a non-motorized trail connecting the City of Deadwood to the Black Hills National Forest and the Friendship Tower on Mount Roosevelt along with the Deadwood Dick grave site north of Deadwood. Although the entire trail system will pass through other jurisdictions including City of Deadwood and BLM property, the total mileage across National Forest System lands amounts to approximately 8.0 miles. This will be new construction but will use existing game trails, terracing, and ridges north of Deadwood. The target is a class 3 developed trail with compacted tread and native surface with a trail width of 18"- 48" and maximum height of 10". The trail will be multiple non-motorized use, hiking, biking and horse trail. Once environmental analysis is completed and approved, the City of Deadwood will receive a special use authorization for construction and operations.

<b>Trail Segment #</b>	<b>Segment Location</b>	<b>Total Miles</b>	<b>Existing Roads Miles</b>	<b>Trail</b>
0	Mt. Roosevelt to Stage Run	2.99	0	2.99
1	BLM Boundary to Mt. Roosevelt TH	1.13	0	1.13
2	Stage Run East	1.62	0	1.62
3	Stage Run West	0.7	0	0.7
4	The Lodge	0.67	0	0.67
5	Deadwood Dick's Spur	0.13	0	0.13
6	Slaughterhouse Gulch	0.75	0	0.75
<b>(FS)Trail Total</b>		<b>8.0</b>	<b>0</b>	<b>8.0</b>

<b>Proposed Trail Miles by Management Area (Estimated)</b>	
<b>U.S. Forest Service Management Area</b>	<b>Estimated U.S. Forest Service Miles</b>
MA 3.31 Backcountry Motorized Recreation Emphasis	8.0
<b>Total</b>	<b>8.0</b>

The City of Deadwood is currently constructing other trail systems on their property and working with other partners including BLM and the U.S. Forest Service to improve trail systems and the visitor experiences around their town. There are no proposed trailheads located on NFS land. Visitors may use the existing Mt. Roosevelt parking area and adjacent dispersed camping areas to park but the primary parking will be associated with the other City of Deadwood trails.

## **Purpose and Need**

The Black Hills National Forest is responding to a special use proposal from the City of Deadwood to construct, operate, and maintain a sustainable non-motorized trail on National Forest System lands. The purpose and need of the proposed action is to respond to this application to enhance the Black Hills non-motorized trail network by sustainably connecting communities to the Forest and each other, by providing and encouraging recreational opportunities for non-motorized users. The proposed route would connect several historic sites including the Friendship Tower and Deadwood Dick's gravesite to City of Deadwood and new trails currently under construction. The Mt. Roosevelt Trail will provide recreation opportunities for hikers, bicyclists, and equestrian users in the northern Black Hills National Forest that are not currently available on this scale.

These needs are consistent with the goals, objectives, and standards outlined in the Black Hills National Forest Land and Resource Management Plan:

- **Goal 4** – Provide for scenic quality, a range of recreational opportunities, and protection of heritage resources in response to the needs of the Black Hills National Forest visitors and local communities.
  - **Objective 417** – Coordinate trail development with the State Comprehensive Outdoor Recreation Plan (SCORP). Develop trails in cooperation with other agencies and partners.
- **Goal 7** – Emphasize cooperation with individuals, organizations, and other agencies while coordinating planning and project implementation.
  - **Objective 701** – Continue to cooperate with interested parties and organizations in the development of plans and projects.
  - **Objective 702** – Encourage cost sharing as part of cooperative efforts.
  - **Objective 703** – Seek partnerships with other service providers – federal, state, county, local, and private sector – to define complementary roles that best meet customer needs.
- **Goal 8** – Promote rural development opportunities.
  - **Objective 803** – Recognize the nature and extent of local economic dependencies on National Forest activities. Give special attention to resource programs that help diversify rural economies.

## **Decision Framework**

Given the purpose and need, the District Ranger will review the proposed action and significant issues, environmental consequences, public comments, and will make the following decisions concerning the lands in the project area:

- Whether to issue authorizations and a reciprocal no-fund agreement for construction, operation, and maintenance of approximately 8.0 miles of nonmotorized trail connecting the City of Deadwood to the Black Hills National Forest.

Map of the proposed Roosevelt Trail System on the Black Hills National Forest, City of Deadwood. The numbered trail segments are in green. The green segments show Forest System Lands, the yellow blocks show BLM, and the white blocks represent private and city lands.

