

RESOLUTION NO. 2489

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CATEGORY 6 MAJOR COST RECOVERY AGREEMENT WITH THE UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, TONTO NATIONAL FOREST (C.C. CRAGIN ENVIRONMENTAL ANALYSIS).

WHEREAS, the Town of Payson ("Town") has filed an application with the United States Department of Agriculture, Forest Service, Tonto National Forest ("USFS") for use and occupancy of National Forest System lands (the "Application"); and

WHEREAS, the USFS has accepted the Application; and

WHEREAS, the Town desires to obtain USFS review and evaluation of the Application, including the preparation of an Environmental Assessment related to the installation of a pipeline to transport water from the C.C. Cragin Reservoir to northern Gila County; and

WHEREAS, the USFS is entitled to recover its full reasonable costs incurred in processing the Application or monitoring any special use authorization which may be issued to the Town; and

WHEREAS, the USFS and the Town have prepared an agreement providing for the recovery of such costs; and

WHEREAS, the Town wishes to enter into such cost recovery agreement,

NOW, THEREFORE, THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, DO HEREBY RESOLVE AS FOLLOWS:

Section 1. That the Category 6 Major Cost Recovery Agreement between the United States Department of Agriculture, Forest Service, Tonto National Forest, attached hereto as Exhibit "A" and incorporated herein as though set forth in full at this point, be and is hereby approved in substantially the form as set forth in said Exhibit "A".

Section 2. That Kenny J. Evans, Mayor of the Town of Payson, be and is hereby authorized to execute such Agreement in substantially the form attached.

Section 3. That the Town of Payson be and hereby is authorized to take such other and further actions as are necessary or appropriate to carrying out the purposes of such Agreement.

PASSED AND ADOPTED BY THE MAYOR AND COMMON COUNCIL OF THE TOWN OF PAYSON, ARIZONA, this ____ day of _____, 2009, by the following vote:

AYES ____ NOES ____ ABSTENTIONS ____ ABSENT ____

Kenny J. Evans, Mayor

APPROVED AS TO FORM:

ATTEST:

Samuel I. Streichman, Town Attorney

Silvia Smith, Town Clerk

EXHIBIT "A"

to Resolution No. 2489

FS-2700-26 (03/06)
USDA Forest Service
OMB No. 0596-0082

CATEGORY 6 MAJOR COST RECOVERY AGREEMENT

(#)

Between

**USDA, FOREST SERVICE, TONTO National Forest,
and TOWN OF PAYSON**

This agreement is entered into between the UNITED STATES DEPARTMENT OF AGRICULTURE, FOREST SERVICE, **TONTO National Forest**, and the **TOWN OF PAYSON** (the applicant) under 36 CFR 251.58.

A. RECITALS

1. On **11/20/2008**, the Forest Service accepted the applicant's application for use and occupancy of National Forest System lands (hereinafter "the application"), which is enumerated in Appendix A. The Forest Service shall assess the applicant a cost recovery fee for the agency's costs to process the application.
2. The Forest Service has determined that the fee for processing the application falls within category 6 under the applicable Forest Service processing fee schedule and/or that the fee for monitoring the applicant's special use authorization falls within category 6 under the applicable Forest Service monitoring fee schedule.
3. A special use authorization ("the authorization") may be issued to the applicant. The authorization is enumerated in Appendix A and subject to assessment of monitoring fees by the Forest Service.
4. The geographic area to be covered by this agreement is **Payson RD, T. 11 N., R. 10 E., Sections 1, 2, 11-14, 23, 24, 26, and 27; T. 11 ½ N., R. 10 E., Sections 24, 25, 35, and 36; T. 12 N., R. 10 E., Sections 23, 26, 27, 33, and 34, Gila County, AZ.** See Appendix B.
5. The application has been submitted or the applicant's special use authorization is being issued under an authority other than the Mineral Leasing Act, and the applicant has not waived payment of reasonable costs. Therefore, the Forest Service is entitled to recover its full reasonable costs incurred in processing the application or monitoring the authorization.
6. Payment of a processing fee by the applicant does not obligate the Forest Service to authorize the applicant's proposed use and occupancy. If the application is denied or withdrawn in writing, the applicant is responsible for costs incurred by the Forest Service in processing the application up to and including the date the agency denies the application or receives written notice of the applicant's withdrawal. If the applicant withdraws the application, the applicant also is responsible for any costs subsequently incurred by the Forest Service in terminating consideration of the application.
7. The Forest Service shall determine the appropriate level of environmental analysis for the application and inform the applicant prior to initiating the environmental analysis.
8. Information associated with this agreement may be released to the public in accordance with the provisions of the Freedom of Information Act and Privacy Act.

B. BASIS FOR PROCESSING FEES

Processing fees for the application are based upon the direct and indirect costs that the Forest Service incurs in reviewing the application, conducting environmental analyses of the effects of the proposed use, reviewing any applicant-generated environmental documents and studies, conducting site visits, evaluating the applicant's technical and financial qualifications, making a decision on whether to issue the authorization, and preparing documentation of analyses, decisions, and authorizations for the application. The processing fee for the application shall be based only on costs that are necessary for processing the application. "Necessary for" means that but for the application, the costs would not have been incurred. The processing fee shall not include costs for studies for programmatic planning or analysis or other agency management objectives, unless they are necessary for processing the application. Proportional costs for analyses, such as capacity studies, that are necessary for the application may be included in the processing fee.

C. AGREEMENT.

In consideration of the foregoing, the parties agree as follows:

1. Scope of Work. The Forest Service shall develop a scope of work for processing the application and an estimate of the agency's costs to process the application, which will be incorporated into this agreement as Appendix C. This scope of work shall report direct costs in categories that correspond to those in the agency's accounting system, e.g., job code, personnel compensation based upon the cost to the government (salary and benefits), travel, and other direct services, materials, and supplies. In addition, the estimate of the agency's processing costs shall include the agency's indirect costs based upon the approved annual indirect cost rate. Classification of costs as direct or indirect shall be in accordance with the published Forest Service budget for the applicable fiscal year.
2. Environmental Analysis. The Forest Service shall supervise the preparation of the environmental analysis associated with the application in compliance with applicable legal requirements, including public review of the analysis, analysis of public comments, and decision documentation. In exercising this responsibility, the Forest Service shall endeavor to foster cooperation among other agencies involved in the process, and to integrate National Environmental Policy Act requirements and other environmental review and consultation requirements to avoid, to the fullest extent possible, duplication of efforts by those agencies. However, the Forest Service shall not delegate to any other agency its authority over the scope and content of the environmental analysis, or approval or denial of the application.
3. Billing. The Forest Service shall bill the applicant prior to commencement of work. The applicant agrees to pay an initial estimated processing fee of \$169,938.32 and a subsequent N/A estimated processing fee of \$N/A, for a total of \$169,938.32. The initial bill for the estimated processing fee is attached.
4. Payment. The applicant shall pay the initial estimated processing fee and any subsequent estimated processing fee within 30 days of the date the bill for the fee is issued. The Forest Service shall not initiate processing the application until the initial estimated processing fee is paid. If the applicant fails to pay the initial or any subsequent estimated processing fee or the fee is late, the Forest Service shall cease processing the application until the fee is paid.
5. Statement of Costs. The Forest Service shall upon completion of the project report costs incurred for processing the application by providing a financial statement from the agency's accounting system to the applicant.

6. Underpayment. When the estimated processing fee is lower than the full actual costs of processing an application submitted under the Mineral Leasing Act, or lower than the full reasonable costs (when the applicant has not waived payment of reasonable costs) of processing an application submitted under other authorities, the applicant shall pay the difference between the estimated and full actual or reasonable processing costs within 30 days of billing.

7. Overpayment. If payment of the processing fee exceeds the full actual costs of processing an application submitted under the Mineral Leasing Act, or the full reasonable costs (when the applicant has not waived payment of reasonable costs) of processing an application submitted under other authorities, the Forest Service shall either (a) refund the excess payment to the applicant or (b) at the applicant's request, credit it towards monitoring fees due.

8. Disputes

a. If the applicant disagrees with the estimated dollar amount of the processing costs, the applicant may submit a written request before the disputed fee is due for substitution of alternative estimated costs to the immediate supervisor of the authorized officer who determined the estimated costs. The written request must include supporting documentation.

b. If the applicant pays the full disputed processing fee, the Forest Service shall continue to process the application during the supervisory officer's review of the disputed fee, unless the applicant requests that the application processing cease.

c. If the applicant fails to pay the full disputed processing fee, the Forest Service shall suspend further processing of the application pending the supervisory officer's determination of an appropriate processing fee and the applicant's payment of that fee.

d. The authorized officer's immediate supervisor shall render a decision on a disputed processing fee within 30 calendar days of receipt of the written request from the applicant. The supervisory officer's decision is the final level of administrative review. The dispute shall be decided in favor of the applicant if the supervisory officer does not respond to the written request within 30 days of receipt.

9. Lack of Administrative Appeal. A decision by an authorized officer to assess a processing fee or to determine the estimated costs is not subject to administrative appeal. A decision by an authorized officer's immediate supervisor in response to a request for substitution of alternative estimated costs likewise is not subject to administrative appeal.

10. Amendment. Modifications to this agreement shall be made in writing and shall be signed and dated by both parties.

11. Expiration and Termination. This agreement expires on 12/31/2013. Either party, in writing, may terminate this agreement in whole or in part at any time before it expires. The applicant is responsible for all Forest Service costs covered by this agreement that are incurred up to the date of expiration or termination.

12. Principal Point of Contact. The Forest Service and the applicant shall each establish a principal point of contact for purposes of this agreement.

The Forest Service's contact is **LARRY VOGEL, 928-474-7900**.

The applicant's contact is *MIKE PLOUGH* Project Manager, 928-474-5242

This agreement is accepted subject to all terms and conditions.

Kenny J. Evans, Mayor

Date

Town of Payson

GENE BLANKENBAKER
Forest Supervisor
USDA, Forest Service

Date

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 0596-0082. The time required to complete this information collection is estimated to average 4 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, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (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 (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

Cancellation. This Agreement is subject to the provisions of A.R.S. § 38-511, the terms of which are incorporated herein by reference. Said statute provides, among other things, that if any person significantly involved in initiating, negotiating, securing, drafting, or creating this Agreement is an employee or agent of any other party to the contract at any time while this Agreement or any extension hereof is in effect, this Agreement may be canceled.

APPROVAL AS TO FORM

The Town of Payson Legal Department has reviewed this agreement and approved it as to form and has determined that said contract is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

Dated: _____, 2009.

By _____
Samuel I. Streichman, Town Attorney

APPENDIX A

Application Subject to this Agreement

DRAFT

APPENDIX B

Map of the Geographic Area

DRAFT

APPENDIX C

Scope of Work

DRAFT

**Tonto National Forest
Southwestern Region**

**Scope of Work
Permit Application Processing
and
Third-Party NEPA Contract**

**TOWN OF PAYSON WATER PIPELINE
AND WATER TREATMENT PLANT
Project**

April 2008

Forest Service Contact:

Larry Vogel
Payson Ranger District
Tonto National Forest
1009 East Highway 260
Payson, AZ 85541
928-474-7900

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Scope of Work

I. Introduction

The Tonto National Forest (Forest Service) has received an application (Appendix A) from the Town of Payson (Applicant) to locate, construct, operate and maintain a 15-mile by 100-foot wide water transmission pipeline ROW and a 5-acre water treatment plant. The facilities would be located in T. 11 N., R. 10 E., Sections 1, 2, 11-14, 23,24, 26, and 27; T. 11 ½ N., R. 10 E., Sections 24, 25, 35, and 36; T. 12 N., R. 10 E., Sections 23, 26, 27, 33, and 34, within the Payson Ranger District, in Gila County.

The Applicant has agreed to hire a third-party environmental contractor (Contractor) to complete the required environmental analysis of the application. The Forest Service and the Applicant have also agreed to process the permit application via a Category 6 Cost Recovery Agreement, so that Forest Service project management and review is funded by the Applicant.

It is anticipated that an Environmental Assessment will be sufficient documentation for analysis of the issues raised by this proposed project. Should it be determined that an Environmental Impact Statement is required, the Applicant will immediately be notified and the Cost Recovery Agreement will be renegotiated.

II. NEPA Requirements

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

- A. **Agencies (such as the Forest Service) 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 third-party contractor, the process must comply not only with the National Environmental Policy Act and CEQ regulations (40 CFR parts 1500-1508), but also agency requirements. The primary source of policy and procedures for the Forest Service is Forest Service Handbook 1909.15. **The 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.**

III. Scope of Services

The scope of work is for all tasks necessary for review and evaluation of the application (Appendix A) submitted by the Applicant. This includes preparation of an Environmental Assessment (EA) and all ancillary reports required under NEPA and other applicable federal laws and regulations. The decision to use either an EA or an EIS will be made by the Forest Service following analysis of internal Forest Service and public scoping efforts. Should an EIS be deemed necessary for completion of application analysis, the Forest Service and the Applicant will revisit and renegotiate their agreements.

All instructions and direction contained in the Category 6 Cost Recovery Agreement between the Tonto National Forest and the Town of Payson, shall be followed. If a decision is made to permit construction of the proposed facilities on National Forest System land, the Forest Service will use applicant provided funds in this agreement to develop and issue authorization(s).

It is understood by the Applicant and the Forest Service that the NEPA analysis and ancillary reports will be prepared by the Contractor, hired and paid for by the Applicant. The Contractor will be under the guidance of the Forest Service and the Forest Service will make the final determination concerning the scope and contents of the Contractor's work. The Contractor may obtain technical assistance or information from one or more independent sub-contractors subject to Forest Service approval.

The Applicant shall furnish all materials, supplies, tools, equipment, personnel, travel (except those specified to be furnished by the Government), as identified below and as identified in the Category 6 Cost recovery Agreement to which this Statement of Work is attached, to complete all requirements for processing the APS application identified in section I, above.

The Contractor shall organize, write and edit all documents required by National Environmental Policy Act (NEPA) regulations to complete an Environmental Assessment (EA), as well as the draft Decision Notice/FONSI, subject to Forest Service direction and approval. The Contractor shall also conduct all surveys or collect on-site field data. 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 complete actual consultations.

This agreement does not include mitigation of effects on historic properties via excavation and data recovery. Should the selected alternative require mitigation of effects, the Applicant and the Forest Service will amend the Cost Recovery Agreement to include Forest Service costs of task oversight.

The Forest Service shall assign a Project Manager as Agency contact and assign an interdisciplinary team of Agency specialists to work on the project.

IV. 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 areas with one or more

members of the Forest staff to gain familiarity with the project areas, 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 eight months from the start of the project. Track and report progress monthly.
- 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. Tonto National Forest 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 Forest Service (FS). Conduct inventories and surveys required by law or policy, following FS policy, procedures and standards. Qualifications and experience of the person(s), companies or corporations collecting field data shall be jointly reviewed by the Forest Service and Contractor and must be mutually agreed upon prior to beginning the work. Submit data and reports to Forest Service only.

- 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. **Maps:** The Contractor is responsible for producing maps necessary for completing the environmental documents. Maps will be in ArcInfo/ArcView format and in black and white or color. If maps are provided in color, map keys must be readable if reproduced as black and white copies. The following maps should be included:

1. Vicinity map of the project area
2. Map of the proposed action
3. Maps of management alternatives
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.

Electronic files become the sole property of the Forest Service when the contract is complete. Use of the information after completion of the EA is subject to Forest Service approval and agreement.

- F. **Project Record:** The Project Record is the detailed, formal account of the planning process for NEPA documents. The Project Record is the set of documents of all types (papers, studies, data, reference maps, correspondence, computer runs, etc.) in all formats (paper, hard drive, compact disk (CD), etc.) that supports the decision making process.

The Contractor shall be responsible for compiling and maintaining an up-to-date Project Record, consisting of all documents relevant to the project analysis and decision to be

made. Records should be maintained in chronological order in a 3-ring binder with an index of all documents. The Project Manager is responsible for providing the Contractor with all internal FS documents for the Project Record that support the NEPA process and decision.

The Project Record is the Agency's collection of the evidence that proves that the decision maker (1) understood the law applied to the decision, (2) considered all the relevant factors, and (3) made a reasoned decision. The Project Record is used to defend the decision under the Forest Service's administrative review process and in court, if the decision is further challenged. It is essential that the documentation of the NEPA process for any proposal made by the Forest Service is well documented and organized. Short time frames involved with appeals and litigation necessitate a systematically organized, readily accessible record. 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 Forest Service Manual 1950.3(4). The Forest Service also has examples of how a project record should be built.

- G. Coordination with Project Manager:** The Contractor shall coordinate regularly with the Project Manager regarding the planning process, meeting agendas and document reviews. The Contractor shall communicate frequently with the Forest Service Project Manager to coordinate IDT meetings, activities and provide updates of progress and significant developments, using phone, e-mail or visits. Requests for information shall be made in writing to the Project Manager, 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 Forest Service Specialists:** Through the Project Manager, ensure close coordination with the following:

1. District Biologists, regarding review of the Biological Assessment and Evaluation and other required biological reports.
2. Forest Archaeologist, regarding completion of survey and evaluation.
3. Landscape Architect, regarding visual quality objectives.
4. Other FS Specialists, as needed.
5. Other non-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. For an EA:
 - a. Final review of the 30-day public comment document (draft Chapters 1 and 2).
 - b. Final review of Effects Analysis prior to publication of the EA.
 - c. Decision Notice and FONSI.
4. For an EIS:
 - a. Final review of Effects Analysis prior to publication of the Draft Environmental Impact Statement (DEIS).
 - b. Final Content Analysis of Public Comments on the DEIS and Response to Comments.
 - c. Final review of FEIS prior to its publication.
 - d. Record of Decision

J. Meetings and Notes: The Contractor shall:

1. Schedule and coordinate all Interdisciplinary Team meetings, including those that require the presence of Forest Service Specialists. Coordinate meeting agendas, schedules and who should attend with the Project Manager. Most meetings would be held in Phoenix or Payson.
2. 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 two days after each meeting. Corrections to the notes should be made when specified by the meeting participants.
3. 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 EA or EIS.

K. Public Involvement: Public involvement is essential to defining the scope of the analysis and to the overall success of the decision. The methods used and number and types of meetings held, if any, will vary based on the issues and the nature of the proposal.

Develop, in coordination with the FS, a public (internal and external) participation plan that includes:

1. Objectives for involving the public at specific points in the process.
2. Who the stakeholders/audience are that need to be involved in order to meet the public involvement objectives at specific points in the process.
3. Methods for reaching the parties or stakeholders, while meeting the public involvement objectives at specific points in the process.

Involving the public may include public meetings, workshops, small group presentations, field trips, news releases, mailings, newsletters, paid newspaper

advertisements, radio/TV announcements, Federal Register notices, brochures/booklets/pamphlets and informal contacts. The Contractor shall be prepared to participate with all aspects to ensure complete public involvement and dissemination of information pertaining to this project.

As the need is identified by the Project Manager, the Contractor will prepare and submit project planning public update letters for Forest Service review.

- L. **Public Scoping and Issue Identification:** Submit to the Project Manager for Forest Service review the initial letter to interested people outlining the proposal, purpose and need, decision to be made, proposed implementation date and request for comments. Send the approved scoping document to a Forest Service-approved mailing list. Analyze comments received and identify preliminary significant issues, following FS guidance regarding the determination of significant issues (Project Manager will provide that guidance). Submit to the Project Manager a scoping report that summarizes the process used and the results of scoping.
- M. **Alternatives:** 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.
- N. **EA: 30-day Notice and Comment Process:** The Contractor shall prepare a public comment document consisting of draft Chapters 1 (Purpose and Need) and 2 (Alternatives), including a comparison by alternative of preliminary key environmental effects and a transmittal letter. Following FS approval of the comment package, the Contractor shall send copies to a Forest Service-approved mailing list. Upon receipt of public comments, the Contractor shall identify substantive comments and document how those comments were considered in the completion of the EA and project record. The Contractor shall develop a list of commentors, indicating the timeliness of their comments and whether the comments were substantive (per 36 CFR 215.2).
- O. **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 a Finding of No Significant Impact, should this finding be appropriate (FSH 1909.15, Sections 05 and 43.1).
- P. **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 Case Manager. Heritage Resource surveys may only be conducted by an entity authorized by permit to conduct such surveys on the Tonto National Forest.

- Q. **Biological Resources:** Provide Technical Reports addressing threatened and endangered species (Biological Assessment & Evaluation), Management Indicator Species, and migratory birds.
- R. **Background and Support Materials for the EA/EIS:** Support materials may be separate documents such as Technical Reports that may be included in the EA/EIS by reference; data included in an appendix; or data placed in the Project Record. The purpose of background and support materials will be to provide backup data for the EA/EIS 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 EA/EIS. The important conclusions shall be incorporated into the EA/EIS, along with summary rationale for the conclusions.
- S. **EIS: Collecting and Incorporating Comments from the Public:** The Contractor will evaluate and list public comments and respond to comments with documentation in an Appendix to the FEIS. These products are to be reviewed jointly by Agency and Contractor before they are finalized.
- Depending on the number of people that make comments on the document, the task of collecting and incorporating applicable comments may be substantial. The Forest Service and the Contractor must consider and respond to comments that may come from the public, local and state government agencies, other Federal agencies, and other organizations.
- Depending on the nature and volume of the comments, extensive changes may need to be made to the document. As a result, the Contractor may not be able to complete the next draft of the document in the timeframes initially agreed upon. Therefore, the timeline may be adjusted as necessary to complete a document that meets the needs of the Responsible Official.
- If comments on a DEIS are extensive and require substantial changes in the DEIS, the Forest Service may issue a supplement to the DEIS for further public comment prior to preparing the FEIS or Record of Decision.
- T. **Environmental Assessment or Draft and Final Environmental Impact Statements:** Organize and draft the EA or DEIS and FEIS with cover letters, and distribute to Case Manager for Agency review. Edit the documents to incorporate reviewers' comments, and defer to the Case Manager's judgment if editing questions or conflicts should arise. The Case Manager will be the liaison between the Contractor and the Responsible Official to ensure that expectations are met.
- U. **Public Information:** The Contractor is responsible for preparing any information for release to the news media. However, *no information shall be released directly or indirectly to the news media.* The Contractor will only be authorized to

disseminate information to the public, verbally or in writing, including NEPA documents and planning update letters, which have been approved and signed by the responsible Agency official. The Agency will designate an official spokesperson who will receive all media and public contacts.

V. **Mailing List Management:** The Agency shall provide the Contractor with an initial mailing list for the project. The Contractor is required to maintain and update the project mailing list(s). The Contractor shall furnish successive versions of the list(s) to the Agency electronically via email or on compact disc (CD) in Microsoft Word.

W. **Duplication and Mail Services:** The Contractor is required to provide any duplication or publication services, 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 is responsible for copying, collating and mailing documents to the public. The Case Manager is responsible for getting the required signature of the Responsible Official.

The estimated number of persons or groups needing to be informed is 30. The initial scoping letter, the 30-day notice and comment document, and the EA and Decision Notice/FONSI or the DEIS, the Final Environmental Impact Statement (FEIS) and Record of Decision (ROD) are the expected mailings. The DN/FONSI or ROD will be included with the EA or FEIS, respectively, for publication and public distribution.

The Forest Service shall be responsible for:

- A. **Developing a description of the Proposed Action, Purpose and Need and Decision to be Made:** The 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.
- B. **Developing the Scope of the Environmental Analysis:** The Forest Service is required under CEQ regulation 40 CFR 1506.5 to define the scope of the project. Scope development follows two concurrent paths:
- ◆ The Forest Service lists its Agency concerns to be addressed in the analysis.
 - ◆ The 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 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 in order to finish the E/AEIS.

C. **Attending public meetings,** if held.

- D. **Ensuring the Quality and Content of the Analysis** in the final document.
- E. **Consultation:** Forest Service Specialists or Line Officers (Forest Supervisor or District Ranger) will be responsible for consulting with Native American Tribes, the Arizona State Historic Preservation Officer and, if needed, the US Fish and Wildlife Service and the Advisory Council on Historic Preservation.
- F. **Other Project Requirements:** The Case Manager and Responsible Official will ensure that other requirements are met prior to signing the DN/FONSI or ROD, such as receiving a project clearance report from the State Historic Preservation Officer and, if needed, a Biological Opinion or concurrence on the Biological Evaluation from US Fish and Wildlife Service.
- G. **Decision:** The Contractor will prepare a draft DN/FONSI or ROD, 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 Decision Notice/FONSI or Record of Decision. The final DN/FONSI or ROD will be provided to the Contractor to include with the EA or FEIS for publication and public distribution.
- H. **Permit Preparation and Issuance:** If an action alternative is selected, the Forest Service will prepare and issue all necessary authorizations in accordance with law and regulation.

The Applicant shall be responsible for:

- A. **Providing detailed, technical information:** about the proposed use and site-specific information, including maps and drawings.
- B. **Providing a single point of contact** for all matters included in the proposed use.
- C. **Paying for the process, analysis, monitoring and development.** Paying for Forest Service analysis and oversight/review in accordance with the Category 6 Cost Recovery Agreement.
- D. **Participating in development of reasonable mitigation measures,** as necessary, for the proposed use.
- E. **Commenting on the documentation as part of public involvement.** The Applicant does not have an opportunity to review the analysis of the decision until the EA or DEIS is made available for public comment, since the Contractor works for the Forest Service.
- F. **Obtaining permits and other legal clearances,** as needed.

V. DOCUMENTATION

- A. Working documents produced by the Contractor shall be submitted to the Forest Service in Microsoft Word format. The Contractor is encouraged to e-mail draft and final documents in order to expedite FS reviews.
- B. The EA or DEIS and FEIS must be written in a manner that facilitates public review and understanding.
1. The EA or DEIS and FEIS shall be concise public documents. 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. The Forest Service will provide a simple and consistent outline format for the document, with clear headings and sub-headings.
 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. CEQ Regulations do require a glossary for an EIS.
 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 EA/EIS 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, 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 EA or DEIS and FEIS.
- C. The EA/EIS 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 an E/AEIS. However, the Affected Environment can be combined with Environmental Consequences into one chapter, as a preface to the consequences described for each specific resource topic.

E. The EA or DEIS and FEIS format should closely follow this main-topic outline, unless changes are approved by the Case Manager:

Cover Sheet

Summary (not required for EA)

Table of Contents

Chapter I – Purpose and Need for Action

1. Introduction (Location, Background and project history)
2. Forest Plan Direction and Other Requirements
3. Purpose of and Need for Action (Existing Situation, Desired Condition, Need for Action and Project Objectives)
4. Proposed Action
5. Decision to be Made
6. Public Involvement Summary
7. Significant Issues

Chapter II – Alternatives

1. Description of Alternatives Analyzed (including maps of alternatives)
2. Alternatives Considered and Eliminated from Further Study
3. Comparison of Alternatives in tabular form. Include comparisons with respect to the Purpose and Need, Forest Plan guidance, Significant Issues, and Key Environmental Effects (summarized from Chapter III).

Chapter III – Affected Environment and Environmental Effects

Alternative Responses to the Issues

Display how each alternative addresses the significant issues.

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 land forms
 - ◆ Climate
 - ◆ Soils (their productivity or erodability)
 - ◆ 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)
- ◆ Environmental justice (disproportionate or disparate effect on low-income or minority populations)

- ◆ 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:

1. List of Preparers and Agencies/Persons Consulted
2. Maps (if not in the body of the document)
3. References to Publications (in standard scientific format)
4. Other appendices as needed

EIS:

- I.** Project Record Index
- II.** References to Publications (in standard scientific format)
- III.** Glossary
- IV.** Index
- V.** List of Preparers and Agencies/Persons Consulted
- VI.** List of Agencies, Organizations and Persons to Whom Copies of the EIS are Sent
- VII.** Content Analysis and Response to Public Comments (FEIS only)
- VIII.** Any additional content appendices, as needed

VI. Deliverables

Deliverables shall be addressed to the Forest Service Project Manager:

Tonto National Forest
 Attn: Forest Service Project Manager
 Town of Payson Water Pipeline and Water Treatment Plant Project
 1009 East Hwy 260
 Payson, AZ 85541

voice: 928-474-7900
 fax: 928-474-7999

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

All documents shall be published to Forest Service standards. The Contractor, under the direction and guidance of the 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 developed by the Contractor shall meet FS accuracy standards for geographic data and shall be provided electronically to the FS.

Note: All items shown below that begin with "EA" are applicable only to projects documented in an Environmental Assessment. All items shown below that begin with "EIS" are applicable only to projects documented in an Environmental Impact Statement.

- 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 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 Forest Service. The work plan shall include an assessment of the existing data, preliminary identification of additional data needs for the EA/EIS, and preliminary identification of specific Technical Reports required for the EA/EIS.
- C. **Maps of the project area, alternative actions and cumulative actions.**
- D. **Public Involvement Strategy:** The Contractor shall develop and document a strategy regarding who, when and how to involve the public. Develop this in coordination with the project Case Manager and Responsible Official.
- E. **Scoping Comment Summary:** The Contractor shall prepare a summary of scoping comments and issue analysis.
- F. **Biological Reports:** The Contractor shall write the Biological Assessment & Biological Evaluation (BE), if necessary for Section 7 Consultation with the U. S. Fish and Wildlife Service. The Contractor shall write the Management Indicator Species Report and the Migratory Birds Report for FS review and approval.
- G. **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 Forest Service standards and guidelines. Preliminary Technical Reports (two copies of each) shall be submitted prior to, or concurrent with, the preliminary EA or Draft DEIS.

- H. **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 EA or DEIS. For an EIS, if changes are made between the DEIS and FEIS, a Supplement to the Technical Report shall be included with the original report in the Project Record.
- I. **EA: 30-day Review and Comment Document:** The Contractor shall provide draft Chapters 1 and 2 of the EA, along with a transmittal letter, for mailing to the public for the 30-day Notice and Comment process. The Contractor shall prepare 30 copies for mailing.
- J. **EA: 30-Day Public Review Comments:** The Contractor shall analyze all comment letters received during the 30-day comment period and prepare a document detailing how each substantive comment was considered. This document shall be indexed to the comment letters and placed in the Project Record.
- K. **EA: Preliminary EA:** The Contractor shall provide 30 copies of a completed EA that considers public and Forest Service comments. Support materials, 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.
- L. **EA: Final Environmental Assessment:** The Contractor shall revise the preliminary document based on Forest Service comments, and prepare and provide a total of 30 copies of the final document.
- M. **EIS: Preliminary Draft EIS:** The Contractor shall develop and provide 30 copies of the preliminary Draft EIS for internal review by the Forest Service Case Manager, Specialists and Responsible Official. The DEIS shall follow the outline developed by the Forest Service, and shall be complete.

Support materials shall be arranged in appendices or separate reports and files that are in the Project Record. Information needed to immediately interpret or understand the EIS shall be contained in an Appendix. Technical Reports shall be stand-alone documents, included in the EIS by reference. Relevant information from these reports should be integrated in the EIS
- N. **EIS: Draft EIS:** The Contractor shall revise the preliminary draft based on the Forest Service's internal review comments. The Contractor shall prepare and print 30 copies. The Forest Service will file the document with the Environmental Protection Agency (EPA) in accordance with 40 CFR 1506.9 and any other required Federal agencies pursuant to FSH 1909.15 Chap. 23.2. The Contractor shall mail the DEIS to the maintained mailing list. Anticipate 30 copies to be mailed.
- O. **EIS: Content Analysis and Draft Responses to Public Comments:** The Contractor shall analyze all comment letters received during the DEIS comment period and prepare and provide draft responses to these comments. The comments

and responses shall be a side-by-side format for ease of reference. They shall also be indexed in a logical and easy-to-find manner.

- P. **EIS: Preliminary Final Environmental Impact Statement:** Following public review, the Contractor shall prepare and provide 30 copies of the preliminary FEIS for internal review by the Case Manager, FS Specialists and the Responsible Official. The preliminary FEIS shall include all comments and responses, and it shall be a full final document.
- Q. **EIS: Final Environmental Impact Statement:** The Contractor shall revise the preliminary based on Forest Service comments, and prepare and provide a total of five copies of the final document.
- R. **Decision Document:** The Contractor shall provide a draft decision document (Decision Notice or Record of Decision) that includes everything required by the Forest Service except the actual decision and rationale (see FSM 1909.15, Section 43 for an EA, and Section 27.2 for an EIS).
- S. **Final EA/EIS and Decision Documents:** Following Forest Supervisor approval of the EA/EIS and Forest Service preparation of the final Decision Notice or Record of Decision (ROD), the Contractor shall prepare and print 30 copies of the EA/DN or FEIS/ROD, except as required by the GPO. The Contractor shall provide a camera-ready copy, an electronic copy, and 5 copies to the Forest Service. The Forest Service will file copies of the FEIS/ROD with the EPA and mail copies to other Federal agencies as required. The Contractor shall mail the EA/DN or FEIS/ROD to the maintained mailing list. The remaining copies shall be supplied to the Forest Service.
- T. **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, floppy disk, compact disk, magnetic tape, etc.) that support the decision making process.

The Contractor will provide the Project Records in chronological order in 3-ring binders with an index of all documents. The Case Manager is responsible for providing the Contractor with all 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 Forest Service Manual 1950.3(4). The Forest Service also has examples of how a Project Record should be built.

The Contractor must submit two exact copies and the original at the completion of the Contract. The two copies shall be single-side copies with no staples. Each Project Record entry will be separated by a numbered page divider.

VII. ESTIMATED TIMELINE and PROGRESS SCHEDULE WORKSHEET For NEPA ANALYSIS

Time Frame	Description	Products	Responsible Official Sign-Off Required?
<ul style="list-style-type: none"> • Forest Service provides proposed action, purpose and need, decision to be made. • Forest Service defines scope of analysis. 			
<i>Month</i>			
September, 2009	Develop Public Involvement Strategy in coordination with the FS Project Manager and Responsible Official. Initiate project record.	<ul style="list-style-type: none"> • Public Involvement Strategy. • Project Record & Index started 	Yes (FS to review within 7 days)
September, 2009	Prepare initial letter outlining the proposal, purpose & need, decision to be made. Send to interested people, based on FS initial mailing list. Make key public contacts.	<ul style="list-style-type: none"> • Initial scoping letter to public. • Update Project Record & Index. 	Yes (FS to review within 5 days)
October, 2009	Review responses to scoping letter. In an interdisciplinary manner: Document and track issues. Identify preliminary significant issues. Develop a preliminary range of reasonable alternatives that addresses significant issues and meet the purpose and need of the proposed action (the no action alternative is included). Develop mitigation measures and monitoring actions. Define the evaluation criteria to use in measuring the effects to the significant issues. Prepare materials for Responsible Official approval. Coordinate with FS as needed.	<ul style="list-style-type: none"> • Scoping Comment Summary • Approved significant issues • Alternative development process • Approved alternatives considered in detail • Approved issue evaluation criteria • Notes on alternatives not considered in detail. 	Yes (FS to review within 10 days)

Time Frame	Description	Products	Responsible Official Sign-Off Required?
November, December, 2009	<p>Prepare draft of EA or DEIS Chapters I and II for FS review, including a preliminary effects analysis for the Comparison of Alternatives table. Prepare an outline of Chapter III for FS review.</p> <p>Develop requests to the FS for further information needs.</p>	<ul style="list-style-type: none"> • Draft of EA or DEIS Chapter I available for FS review. • Draft of DEIS Chapter II available for FS review. • Information needs • Update Project Record. 	(FS review within 10 days)
January, 2010	<p>In an interdisciplinary manner: Reviews FS comments on Chapters I and II. Continue with other planning work.</p> <p>Complete final editing of Chapters I and II.</p> <p>EA only: Prepare and submit for FS review a draft 30-day public comment letter, describing the review and comment process. FS has a template.</p>	<ul style="list-style-type: none"> • Approved Chapters I and II. • Approved cover letter for 30-day comment. • Edited/final version of Chapters I and II. • Update project record. 	Yes (FS to review within 5 days)
February - March 2010	<p>EA only: Mail approved 30-day comment package (draft Chapters I and II and cover letter) to interested people (from scoping responses or other indication of interest)</p> <p>EA only: Analyze comments and consider how to address them in the EA.</p>	<ul style="list-style-type: none"> • Comment Consideration document. • Update project record. 	

Time Frame	Description	Products	Responsible Official Sign-Off Required?
April, 2010	<p>Manage effects analysis (specialist) reports and information for Chapter III.</p> <p>Describe the affected environment as it relates to the proposed action, purpose & need, significant issues & alternatives.</p> <p>In an interdisciplinary manner: List and map past/present/future actions for cumulative effects; list analysis measures for each resource and significant issue; complete effects analysis using evaluation criteria identified in Chapter II, including cumulative effects; and complete visual aids and maps.</p> <p>Begin drafting EA or DEIS Chapter III for FS review.</p> <p>Complete BAE for FS biologist to review and use in consultation (if needed) with USFWS.</p> <p>Complete cultural assessment for FS archeologist to review and use in consultation with SHPO.</p>	<ul style="list-style-type: none"> • Affect Environment • Specialist effects reports. • Completed BAE. • Completed cultural assessment for SHPO. • Update project record. 	(FS review within 10 days)
May, 2010	<p>Incorporate the effects analysis reports into Chapter III. Coordinate with the FS as needed.</p> <p>EA only: Adjust Chapter III as needed, based on public comments gathered during the 30-day comment period.</p> <p>Prepare draft Chapter III, along with an outline for the Appendices and requests to the FS for any additional information needed.</p> <p>DEIS: FS selects preferred alternative.</p>	<ul style="list-style-type: none"> • Draft Chapter III available for FS review. • Draft of Appendices available for FS review. • DEIS: Preferred alternative selected by Responsible Official. • Update project record. 	<ul style="list-style-type: none"> • Preferred alternative selected by Responsible Official (DEIS).
June - July, 2010	<p>In an interdisciplinary manner: Review FS comments on Chapter III. Continue with other planning work.</p> <p>Complete final editing Chapter III and Appendices.</p> <p>Complete EA or Draft DEIS for FS review.</p>	<ul style="list-style-type: none"> • Edited/final version of Chapter III. • Edited/final version of Appendices • EA or Draft DEIS for FS review. • Update project record. 	(FS review within 10 days)

Time Frame	Description	Products	Responsible Official Sign-Off Required?
July, 2010	In an interdisciplinary manner: Review FS comments on draft EA or DEIS. Complete final editing of EA or DEIS.	<ul style="list-style-type: none"> • Edited/final version of EA or DEIS. • Update project record. 	
N/A	<p>For EIS only:</p> <p>Publish DEIS.</p> <p>Mail DEIS for public comment.</p>	<ul style="list-style-type: none"> • Publish & mail DEIS. • Update project record. 	
N/A	<p>For EIS only:</p> <p>In an interdisciplinary manner: Analyze comment letters and determine how comments will be addressed.</p> <p>Draft response to comments.</p> <p>Outline changes, additions needed before issuing FEIS for FS review, along with requests to the FS for information needs.</p> <p>Draft FEIS for FS review.</p>	<ul style="list-style-type: none"> • Draft Content Analysis and Responses to Comments on DEIS for FS review. • Changes, additions needed before issuing FEIS for FS review. • Update project record. 	(FS review within 15 days)
N/A	<p>For EIS only:</p> <p>In an interdisciplinary manner: Review FS comments on Content Analysis of comment letters and Response to Comments.</p> <p>Incorporate any needed changes into FEIS.</p> <p>Draft FEIS completed for FS review.</p>	<ul style="list-style-type: none"> • Get reviews and finalize Content Analysis of comment letters & Response to Comments. • Draft FEIS for FS review. • Complete project record. 	(FS review within 15 days)
N/A	<p>For EIS only:</p> <p>In an interdisciplinary manner: Review FS comments on draft FEIS.</p> <p>Complete final editing of FEIS.</p>	<ul style="list-style-type: none"> • Edited/final version of FEIS. 	

Time Frame	Description	Products	Responsible Official Sign-Off Required?
August, 2010	<p>Draft DN or ROD for FS completion (FS will provide the actual decision and decision rationale).</p> <p>Complete Project Record.</p> <p>Publish EA and DN or FEIS and ROD.</p> <p>Mail EA/DN or FEIS/ROD.</p> <p>Make 2 copies of complete Project Record.</p> <p>Transfer Project Record to FS.</p>	<ul style="list-style-type: none"> • Draft DN or ROD. • Publish and mail EA/DN or FEIS/ROD. • Update project record and make 2 copies. 	Yes