

**Montana Department  
of  
Fish, Wildlife & Parks**



1400 So. 19th  
Bozeman, MT 59715

March 11, 1996

TO: Governor's Office, Glenn Marx, Room 204, State Capitol, P.O.200801, Helena, MT 59620-0801  
Environmental Quality Council, Capitol Building, Room 106, P.O Box 201704, Helena, MT 59620  
Dept. Environmental Quality, Metcalf Building, P.O. Box 200901, Helena, MT 59620-0901  
Montana Fish, Wildlife & Parks  
Director's Office  
Parks Division  
Fisheries Division  
Wildlife Division  
Lands Section  
Design & Construction Bureau  
Legal Unit  
FWP Commissioners  
MT Historical Society, State Historic Preservation Office, POB 201202 Helena, MT 59620-1202  
MT State Parks Association, P.O. Box 699, Billings, MT 59103  
MT State Library, 1515 E. Sixth Ave., POB 201800, Helena, MT 59620  
James Jensen, Montana Environmental Information Center, POB 1184, Helena, MT 59624  
Janet Ellis, Montana Audubon Council, POB 924, Helena, MT 59624  
George Ochenski, POB 689, Helena, MT 59624  
Jerry DiMarco, P.O. Box 1571, Bozeman, MT 59771  
Wildlife Federation, P.O. Box 1175, Helena, MT 59624  
Wayne Hurst, P.O. Box 728, Libby, MT 59923  
Glen Hockett, 745 Doane Road, Bozeman, MT 59715  
U.S. Forest Service, Hebgen Ranger District, P.O. Box 520, W. Yellowstone, MT 59758  
Gallatin County Commissioners, Gallatin County Courthouse, Bozeman, MT 59715

Ladies and Gentlemen:

Please find the attached legal notice for an application by the West Yellowstone Snowmobile Club for a categorical exclusion under the Programmatic Snowmobile Environmental Impact Statement.

Copies of the review documents can be obtained upon request at the Department's office at 1400 So. 19th Ave., Bozeman, MT, between 8:00 a.m. and 5:00 p.m. on weekdays, or by calling (406)994-4042.

Sincerely,

*Stephen L. Lewis*

Stephen L. Lewis  
Regional Supervisor

## LEGAL NOTICE

Montana Fish, Wildlife & Parks will be accepting comments on a application from the West Yellowstone Chamber of Commerce for categorical exclusion under the Programmatic Snowmobile Environmental Impact Statement.

Proposals for grants allocated under the Montana Snowmobile Grant Program shall be reviewed in accordance with the Programmatic Snowmobile Environmental Impact Statement criteria.

The PEIS review criteria for a categorical exclusion is a continuation of an existing program with no on-ground changes and that has previously satisfied Montana Environmental Policy Act reviews. In some cases, under the PEIS review criteria, the proposed projects may be determined to qualify for a categorical exclusion.

Complying with guidelines in the Programmatic Snowmobile Environmental Impact Statement, a review was made of possible impacts to the environment from the West Yellowstone Chamber of Commerce groomed snowmobile trail system. This review was made in consultation with Montana Fish, Wildlife and Parks and U.S Forest Service Hebgen Ranger District. The groomed trail system is located on Public Lands (Gallatin National Forest). The groomed trail system is maintained from December 1 to March 30 of each winter season.

Comments will be accepted from March 10 through 5 p.m., April 9, 1996. Copies of the review documentation can be obtained at the Department's office at 1400 S. 19th Avenue, Bozeman, Montana, between 8:00 a.m. and 5:00 p.m. on weekdays, or by calling (406) 994-4042. The review documents will not be available on the state electronic bulletin board, due to the various sources from which the documents originated.

Comments should be mailed to Stephen L. Lewis, Regional Supervisor, Montana Fish, Wildlife & Parks, 1400 S. 19th Avenue, Bozeman, Montana 59715.

West

YELLOWSTONE  
NATIONAL FOREST

September 20, 1995

SEP 2 1995

Stephen L. Lewis, Regional Supervisor  
Montana Department of Fish, Wildlife & Parks  
1400 So. 19th  
Bozeman, MT 59715

Dear Mr. Lewis:

As you are probably aware, the community of West Yellowstone has been grooming snowmobile trails in this area since 1972. This program has been associated with the Montana Department of Fish, Wildlife and Parks through their Grant Program since it began around 1977. In 1994 the Department completed a programmatic Environmental Impact Statement for the state-wide snowmobile program.

The state-wide EIS required grants to individual communities to be reviewed in accordance with specific review criteria. This review process also provided for categorical exclusion from the detailed review process and set forth the conditions for a categorical exclusion.

We hereby request a categorical exclusion and base our request on the following factors contained in the Programmatic EIS:

1. The grooming program has not previously satisfied MEPA review.
2. All grooming accomplished by the Community of West Yellowstone is done on National Forest lands. Attached is a Gallatin National Forest travel map with overlay showing compliance with the National Forest travel plan. Also included is a copy of our "Multi-Party agreement".
3. Fish, Wildlife and Parks wildlife clearance has been obtained. See attached letter dated August 9, 1995 from Kurt Alt.
4. In addition to the "Multi-Party agreement", referred to in item #2 above, we have attached our Project Agreement for the 1994-95 season.
5. Attached is a copy of a letter and map from the Hebgen Lake District Ranger,

Gallatin National Forest, which accompanied our snowmelt Grant Application for the 1995-96 season. Letters similar to this are submitted annually authorizing our operation and are a part of the "Multi-Party agreement" and is referred to as the "Annual Operating Plan".

6. For this item see attached letter from District Ranger, Stan Benes.
7. Refer to attached travel map, which is part of item #2 above, for the Gallatin National Forest which indicates none of our trails are within designated wilderness or designated non-motorized area.

Sincerely,

A handwritten signature in cursive script that reads "Marge Wanner".

Marge Wanner, President  
West Yellowstone Chamber of Commerce

## WEST YELLOWSTONE SNOWMOBILE PROGRAM

### ADDITIONAL EXPLANATION

#### 1. Potential Impacts on Bald Eagle Nests:

A. As stated in the document from Kurt Alt, the Horse Butte eagle nest area has been closed off to snowmobile use. The other eagle nests are 1/3 to 1/4 mile from the groomed trail.

According to Loucks et al, 1990, impacts to eagle nests are primarily related to human disturbance in the immediate vicinity of nest sites, such as stopping immediately under nests and human activity in immediate vicinity. The trails, as stated earlier, are 1/4 to 1/3 miles away and in an area where it is virtually impossible for snowmobilers to stop (heavy wooded cover and steep terrain. "No Stopping" signs have also been posted on the trail nearest the nests which satisfies "idle zone" criteria.

#### 2. Winter Range:

The PEIS identifies alternatives for winter range trails. The alternatives include vegetative shields and terrain shields. The Teepee Creek portion is shielded by trees all along the trail route and avoids the primary locations where elk and moose have been observed.

In addition, grooming on this section of trail is not initiated until January 1 and terminated on March 15 which coincides with the time when such species are in lower elevations.

# WEST YELLOWSTONE MONTANA

September 20, 1995

SEP 22 1995

Stephen L. Lewis, Regional Supervisor  
Montana Department of Fish, Wildlife & Parks  
1400 So. 19th  
Bozeman, MT 59715

Dear Mr. Lewis:

As you are probably aware, the community of West Yellowstone has been grooming snowmobile trails in this area since 1972. This program has been associated with the Montana Department of Fish, Wildlife and Parks through their Grant Program since it began around 1977. In 1994 the Department completed a programmatic Environmental Impact Statement for the state-wide snowmobile program.

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Sincerely,

A handwritten signature in cursive script that reads "Marge Wanner".

Marge Wanner, President  
West Yellowstone Chamber of Commerce

**Montana Department  
of  
Fish, Wildlife & Parks**



1400 South 19th  
Bozeman, Montana 59715

August 9, 1995

Gale Loomis  
Chairman, Grooming Committee  
West Yellowstone Chamber of Commerce  
P.O. Box 458  
West Yellowstone, Montana 59758

Dear Gale,

The following is information regarding wildlife that may help in your preparation of environmental review documents regarding the snowmobile trail grooming program.

Most if not all of the grooming activities occur on Federal lands administered by the USFS. The Forest Service's Hebgen Ranger District allows grooming each year during the following dates: 1) Tepee Creek trail- January 1 - March 20 and; 2) all other trails- December 1 - April 1.

General Big Game Hunting Season

Because grooming in most years starts after the close of the big game season, there are no identifiable impacts with these activities.

Wetlands

The grooming activity and resulting snowmobile activity occurs during the winter months when the ground and wetlands are usually frozen and/or covered by several or more feet of snow. Because of these conditions there are no identifiable impacts to wetlands.

Threatened/endangered species

**PEREGRINE FALCON**

The groomed trail system does not pass near any known peregrine falcon nests.

**BALD EAGLES**

Bald eagles can initiate nesting as early as late February in southwestern Montana. The Horse Butte section of the groomed trail system does pass near three known bald eagle nests on Horse Butte, the three are known as Horse Butte, Ridge and Narrows nesting territories. The Horse Butte nest was first documented in 1977, while the Narrows and Ridge nests were first documented in 1994 and

1995, respectively. This portion of the trail is groomed in most years up to March 20 and has been groomed for 18 consecutive years (pers. communication Bill Howell, 1995). The groomed trail is within a quarter to a third of a mile from all three nests.

The following is a summary of comments from the annual Bald Eagle Nest Site Form relative to the historic Horse Butte nest.

The territory was first documented in 1977. There has been a high potential conflict rating associated with this nest since 1977 (T. Puchlerz, J. Roscoe, T. Grotzinger, D. Trochta, J.T. Stangl). Specifically, the subdivision of adjacent private lands and the ensuing increase in year-round human activity has been of greatest concern. However, in 1991, snowmobile use was reported under the nest during late spring (J.T. Stangl). As a result, in 1993, the immediate area around the nest was posted as closed to snowmobiles by the USFS (J.T. Stangl). This effort by the USFS has been expanded since 1993 to include jack leg fences and formalizing the closure.

It is important to note that the groomed trail actually facilitates management, i.e. most of the snowmobiling activity occurs on the maintained trail. If the trail were not groomed, snowmobile activity would become more dispersed and harder to manage. It is also important to note that some of the snowmobile activity associated with the Horse Butte nest tree reported in 1991, was believed to have come from the private lands east and immediately adjacent to the nest tree. The USFS/private land boundary has also been posted to snowmobiles, and a jack leg fence has been constructed along a portion of this boundary.

For many reasons, the Horse Butte nest has not produced young every year (Table 1). The long-term outlook for this territory is questionable due to permanent human habitation on private lands immediately adjacent to the nest tree. In addition, it is important to note that the other two nests were established and have produced young in spite of the existing snowmobile use. Snowmobile activity on public lands is transitory and can be managed as described above to eliminate impacts to the territory. Based upon the above information and discussion, and provided snowmobiles will be limited to the trail in the vicinity of the nests, the impacts from grooming the Horse Butte trail are mitigated on the Horse Butte nesting territories. Furthermore, the groomed trail does facilitate management of snowmobile use in the area and site specific issues will continue to be dealt with on a case by case basis.

#### GRIZZLY BEARS

The groomed snowmobile trails in the West Yellowstone area travel through occupied grizzly bear habitat. In general, male grizzly bears tend to stay active longer into the fall and tend to emerge from the den earlier in the spring than do females. Based on Knight et al. (1978) and Judd et al. (in press) data presented in

the Grizzly Bear Compendium (1987) most grizzly bears in the Greater Yellowstone Area enter the den during the first two weeks of November, prior to the beginning of the December 1 snowmobile grooming season. However, some bears may not enter the den until sometime in December and bears have been known to temporarily emerge at various times throughout the winter. Based on the same information, den emergence occurs during mid-March and early April.

As yet there have been no documented conflicts between the grooming activity or resulting snowmobiling with grizzly bear denning activity. In most years, grooming activities usually end around mid-March due to spring weather conditions. Grooming activities are coordinated with the area biologist to avoid conflicts with grizzly bear dens, hibernation periods, and spring emergence.

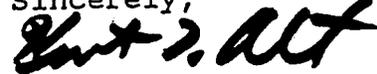
#### Winter Range

Portions of the groomed trail system do traverse elk and moose winter range. However, trail location and use periods are coordinated with the Hebgen Ranger District and the FWP wildlife biologist so as to minimize impacts to wintering wildlife. The Tepee Creek portion of the trail was specifically designed as a designated route through the winter range (closed area) to minimize winter range impacts.

In summary, the grooming program has adjusted its activities around specific wildlife concerns as they have arisen. Through this coordinated approach with the Hebgen Ranger District and the local FWP wildlife biologist, specific concerns will continue to be addressed and identified on into the future.

If you have any further questions or concerns, please contact me at the above address or via phone at 994-4042.

Sincerely,



Kurt L. Alt  
Wildlife Biologist

Table 1. Bald eagle production summary for the period 1977-95, bald eagle territories located on Horse Butte.

<u>TERRITORY</u>	<u>YEAR</u>	<u>STATUS</u>
Horse Butte	1977	fledged 2 young
	1978	fledged 2 young
	1979	1 adult, unsuccessful
	1980	fledged 1 young
	1981	unsuccessful
	1983	2 adults, unsuccessful
	1984	fledged 1 young
	1985	fledged 1 young
	1986	fledged 2 young
	1987	fledged 1 young
	1988	2 adults, unsuccessful
	1989	unsuccessful
	1990	2 adults, unsuccessful
	1991	2 adults, unsuccessful
	1992	fledged 2 young
	1993	2 adults, unsuccessful
	1994	2 adults, unsuccessful
	1995	1 adult, unsuccessful
	Ridge	1994
1995		fledged 2 young
Narrows	1995	fledged 1 young (new territory, 1995)

**SNOWMOBILE PROJECT AGREEMENT**

THIS PROPOSAL requests an agreement be established between the Montana Department of Fish, Wildlife and Parks, an agency of the State of Montana, hereinafter called "Department," and (club name) WEST YELLOWSTONE SNOWMOBILE/CHAMBER OF COMMERCE hereinafter called "the club."

WITNESSETH:

**RECITALS**

1. Montana statutes earmark a portion of gasoline taxes and snowmobile registration decal fees for snowmobile facility operation, maintenance and development for public use at no cost to the public.
2. Sufficient funds have accrued in the snowmobile earmarked revenue account to fund this proposal.
3. The Parks Division, Montana Department of Fish, Wildlife and Parks, is responsible for the administration of this program.
4. The Parks Division desires to seek means of funding snowmobile facilities maintenance projects, and to seek baseline information for snowmobile operations projects.
5. The Club is an entity in the immediate vicinity of the trails to be maintained and is desirous of seeing trails maintained for snowmobilers.
6. Both parties hereto desire to maintain trails for snowmobile use on land shown on a map submitted as a supplement to this application, designated Attachment "B", and
7. As demonstrated by the attached written statements, the landowner(s) of affected property(ies) has/have granted permission to the Club to carry out the proposal on affected property.

NOW, THEREFORE, in consideration of the promises, conditions, and terms hereinafter set forth, the Club proposes:

1. That Attachment "B" is an accurate depiction of the areas covered by this proposal.
2. That the Club will perform the following activities and duties:
  - A. Utilize dollars granted for the purpose of maintaining snowmobile trails detailed in Attachment "B". This maintenance shall be conducted as conditions required during the agreement period.

- B. Permit inspection of the project by the Department or its employees or agents at any and all reasonable times during the term of the agreement.
  - C. Indemnify and save harmless the State and the Department from all claims from injuries or damages arising or growing out of the operations performed under any resulting agreement.
  - D. Will not discriminate against any person on the basis of race, color, religion, creed, political ideas, sex, age, or marital status, physical or mental disability, or national origin in the use of any property or facility maintained pursuant to any resulting agreement.
  - E. Fully comply with all applicable federal, state and local laws, rules, regulations, etc. It shall be the Club's responsibility to familiarize itself with the relevant laws, rules, regulations, etc.
  - F. Require that in all subcontracts let in fulfilling any resulting agreement, preference must be given to the employment of bona fide Montana residents at the prevailing rate of wages applicable to the county or locality in which the work is being performed (section 18-2-401, et. seq., MCA).
  - G. Provide the Department with documentation of actual and necessary expenses incurred in trail maintenance in the form and upon the dates requested; all such documentation will be submitted by May 1 of the contract period. The Club agrees to allow and permit legislative or department auditors access to its records for the purpose of determining that this grant is administered in accordance with grant terms and conditions as set forth in any resulting agreement.
4. Agrees that any contract resulting from this proposal shall be with the club, as an independent contractor and does not establish and employer-employee relationship between the Department and the Club or any person employed by the Club for any purpose. In this regard, the Club agrees:
- A. To pay all required state, federal or local taxes, fees, including unemployment insurance and workers' compensation insurance or other assessments related to employment of any person or individual employed by the Club as necessary in fulfillment of this contract.

B. To abide by the State Prevailing Wage Rate - Section 18-2-406 MCA, which provides that contractors, sub-contractors and employees who are performing services under public works contracts as provided in Part 4, MCA shall post in a prominent and accessible site on the project or work area, not later than the first day of work, a legible statement of all wages to be paid to the employees on such site or work area.

5. Agrees that the Department may unilaterally terminate any contract resulting from this proposal upon refusal by the Club to allow access to records necessary to carry out the legislative audit and analysis function set forth in Title V, Chapters 12 and 13, MCA.
6. Agrees that venue will be in Lewis and Clark County should any legal action arise from this proposal or any contract issued in whole or in part therefrom.
7. Agrees that it is understood that a failure to comply with any of the provisions listed above can result in a rejection of this proposal and/or the voiding of any resulting contract.

NOW, THEREFORE, in consideration of the promises, conditions, and terms hereinafter set forth, the parties agree as follows:

1. The period covered by this agreement will begin July 1, (1994) and will continue in effect until June 30, (1995).
2. This agreement may be revised as necessary, by mutual consent of all parties by issuance of a written amendment, signed and dated by all parties.
3. The rights and obligations of any part to this agreement may be terminated upon giving thirty (30) days notice by the party.
4. The agreement accepts the Snowmobile Project Proposal/ Application and becomes part of the agreement.

BY: CLUB

	<u>4/21/95</u>
President	Date
	<u>4/22/95</u>
Secretary Grooming Chairman	Date

BY: DEPARTMENT OF FISH, WILDLIFE AND PARKS

Regional Supervisor	Date

United States  
Department of  
Agriculture

Forest  
Service

GALLATIN NF

Hebgen Lake Ranger District  
P.O. Box 520  
West Yellowstone, MT 59758  
phn #: (406) 646-7369  
fax #: (406) 646-9632

REPLY TO:

Date: September 6, 1995

Bob Walker  
Statewide Trails Coordinator  
Montana Dept. of Fish, Wildlife & Parks  
1420 E. 6th Ave.  
Helena, MT 59620

Dear Bob:

We have been asked by the West Yellowstone Chamber of Commerce-Grooming Committee (Chamber) to supply some information regarding the Montana Snowmobile Grant Program. We understand the Chamber's request is in response to your "Environmental Review Criteria" and we also understand the Chamber is applying for a categorical exclusion to the "Environmental Review Criteria".

Their application is being submitted in response to criteria 2-7 found on page 1 of Appendix A in the "Final Programmatic Environmental Impact Statement" developed by your agency and dated Sept. 1993. Following is our response to those specific criteria;

Criteria 2 - Enclosure No.1 entitled "Groomed Snowmobile Trails - 1995" displays how each groomed trail complies with the Gallatin National Forest Travel Map. Enclosure No.2 is a signed copy of the Multi-Party Agreement..

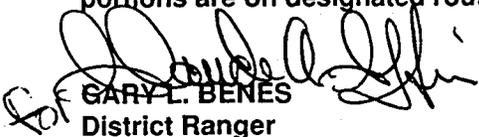
Criteria 3 - This documentation is being finished by the Chamber.

Criteria 4 - This documentation is being finished by the Chamber.

Criteria 5 - Enclosure No.3 is the "Annual Operating Plan" for the 1995-96 season.

Criteria 6 - We understand the application being submitted by the Chamber is for the grooming of existing snowmobile trails. Forest Service Handbook 1909.15, Environmental Policy and Procedures, section B1.16 item 4.d identifies a Chief's categorical exclusion which states; "Pruning vegetation and cleaning culverts along a trail and grooming the surface of the trail." Therefore, trail grooming does not require documentation in an EIS or EA.

Criteria 7 - None of the trails currently being groomed are within a wilderness study area. Portions of some of the trails, i.e. South Plateau & Two Top, pass thru areas restricted for snowmobile use, but these portions are on designated routes, (see Enclosure No.1).

  
GARY L. BENES  
District Ranger

cc: S.O.



# ENCLOSURE No. 2

AMENDMENT NO. 1  
TO  
DEVELOPMENT & OPERATING AGREEMENT  
BETWEEN  
WEST YELLOWSTONE CHAMBER OF COMMERCE  
AND  
GALLATIN NATIONAL FOREST - USDA FOREST SERVICE  
AND  
MONTANA DEPARTMENT OF FISH, WILDLIFE & PARKS

The parties hereto have mutually agreed to amend Parts A, B, C and D as follows:

A. THE CHAMBER SHALL:

7. Make advance payments, as requested by the FOREST SERVICE in mutually agreed amounts to be deposited in the Forest Service cooperative work fund.

B. THE FOREST SERVICE SHALL:

5. Perform the necessary work to maintain the snowmobile trails to the extent that such work may be necessary or to the extent that funds therefore, contributed by the CHAMBER and/or the DEPARTMENT may be available.
6. Refund any unexpended balances of funds so deposited by the CHAMBER and/or the DEPARTMENT over and above its share of the cost of such work or at the option of the CHAMBER and/or DEPARTMENT to credit such remainder to deposits for the ensuing year.

C. THE DEPARTMENT SHALL;

3. This item is deleted and replaces with:

"Make advance payments as requested by the FOREST SERVICE in mutually agreed amounts to be deposited in the Forest Service cooperative work fund."

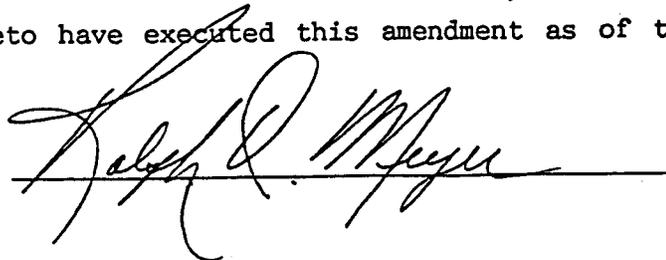
D. IT IS MUTUALLY AGREED THAT:

11. Replace "...thirty (30) days..." with "...sixty (60) days...".

All other provisions of the agreement referred to remain as stated.

IN WITNESS WHEREOF, the parties hereto have executed this amendment as of the last date written below:

4/5/88



DATE

4/7/89  
DATE

4/4/89  
DATE

RALPH O. MEYER  
District Ranger

Leroy Ellig

LEROY ELLIG  
Regional Supervisor

Gale F Loomis

GALE LOOMIS  
Groomer Chairman  
West Yellowstone,  
Chamber of Commerce

DEVELOPMENT AND OPERATING AGREEMENT

Between

WEST YELLOWSTONE CHAMBER OF COMMERCE

and

GALLATIN NATIONAL FOREST - USDA FOREST SERVICE

and

MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS

THIS AGREEMENT, made and entered into by and between the West Yellowstone Chamber of Commerce, a non-profit organization in the State of Montana, hereinafter referred to as the CHAMBER, and the Montana Department of Fish, Wildlife and Parks, State of Montana, hereinafter referred to as the DEPARTMENT, and the Gallatin National Forest, U.S. Department of Agriculture, Forest Service, hereinafter referred to as the FOREST SERVICE, under the provisions of Montana, Code 23, Chapter 2, and the Acts of June 30, 1914, (16 USC 498) and June 12, 1960, (16 USC 530) and the Federal Land Policy and Management Act of 1976 (P.L. 94-579, 90 Stat. 2743, 43 USC 1737). The three parties of this Agreement will be hereafter referred to as COOPERATORS.

WHEREAS, the FOREST SERVICE is responsible for the National Forest's recreation resources and their being available for public use and enjoyment, and

WHEREAS, managed and maintained snowmobile trails in the vicinity of Hebgen lake Ranger District (FOREST SERVICE), need to be groomed to provide snowmobilers with a more enjoyable recreation experience, and

WHEREAS, the CHAMBER is interested in the maintenance and operation of snowmobile facilities and activities on lands administered by the FOREST SERVICE for use by the general public, and

WHEREAS, the DEPARTMENT controls State funds earmarked for the development and maintenance of snowmobile trails and desires to cooperate with the FOREST SERVICE, and the CHAMBER in the development and maintenance of snowmobile facilities on the lands administered by the FOREST SERVICE, and

WHEREAS, the general public will benefit from the three parties cooperating in providing for these recreation facilities,

NOW, THEREFORE, in consideration of the above premises, the parties hereto agree as follows:

A. THE CHAMBER SHALL:

1. Perform such trail maintenance and marking as may be necessary to keep the trails usable.
2. Make the trail groomers available for emergency use such as search and rescue or removing trail hazards.
3. Provide trail grooming once a week, more or less, depending upon the suitability of snow conditions for snowmobiling and availability of funds in their snowmobile trail grooming budget. The Chamber shall bill the

DEPARTMENT at the end of each grooming month for costs of grooming. The Chamber may request an advance of funds by writing the DEPARTMENT at least two (2) weeks prior to need for funds. The total bill to the Department shall not exceed the annual grant amount for any snow season. The billings shall itemize all expenses billed to the DEPARTMENT and include documentation as required by the DEPARTMENT.

4. Hold the DEPARTMENT and FOREST SERVICE harmless from and indemnify them from and against all liability for injuries or death of persons or damage to property arising from the negligent or reckless acts of its employees or agents in carrying out the terms of this Agreement.

5. Indicate in any publicity and/or news articles that FOREST SERVICE (Gallatin National Forest) lands are being used.

6. Refrain from trail grooming and the promotion of snowmobile use until after December 1.

B. THE FOREST SERVICE SHALL:

1. Allow its lands, in the areas indicated on the attached map, to be used for snowmobiling.

2. Allow the CHAMBER, upon review and approval by the FOREST SERVICE of detailed Annual Operating Plans, to improve trails by machine grading, cutting brush and small timber, minor bridge construction and other improvements as may be necessary.

3. Provide and erect at strategic points along the snowmobile trails certain signs showing trail locations, destinations, and lengths. Specific sign needs shall be agreed to in the Annual Operating Plan (8.3. project cooperators, assumed liability, safety tips, etc.)

4. Notify the CHAMBER of all timber sales, road-plowing or constructions, special-use permits or other activities that may affect the grooming program.

C. THE DEPARTMENT SHALL:

1. Reimburse the CHAMBER for the costs it incurs for grooming trails not to exceed the annual grant amount per snow season. Costs shall be based upon rates established through negotiation with local contractors by the Chamber. The DEPARTMENT will have no liability for charges in excess of the annual grant amount per snow season, unless, within the sole discretion of the DEPARTMENT, it is determined that sufficient additional funds exist in the Snow Trail Grooming Account. If funds are available in that account, grooming costs may be reimbursed after the maximum charge of the annual grant amount has been incurred by the CHAMBER, provided, however, that such reimbursement shall be at the sole discretion of the DEPARTMENT.

2. Monitor the CHAMBER for performance standards and safety.

3. Assist the FOREST SERVICE with sign procurement.

4. Maintain and enforce guidelines of grooming according to USDA FSH 2309.18 Trails Handbook and appropriate DEPARTMENT standards.

E. IT IS MUTUALLY AGREED THAT:

1. The COOPERATORS shall meet as needed and at least annually to jointly develop an operating plan. The plan will be completed by June 15 and cover such topics as: grooming routes and schedules, Chamber officers, signing (what, where, and who) and special development or betterment projects.

2. Nothing herein shall be construed as binding the COOPERATORS for the payment of money beyond the current fiscal year unless a financial plan for subsequent years has been approved by the COOPERATORS.

3. No contributions herein provided for shall entitle the CHAMBER or the DEPARTMENT to any share or interest in the said facilities other than the right to use the same under the regulations of the FOREST SERVICE. All improvements shall be and remain the property of the United States.

4. Permission to perform work on National Forest System Lands under the terms of this Agreement do not in any way convey to the CHAMBER or the DEPARTMENT, their officials, or any person or persons working with the FOREST SERVICE or in the performance of said work, employee status that would extend to them the benefits of the Federal Employees Compensation Act, as needed.

5. The snowmobile trails and facilities will be open to the general public. The CHAMBER and the DEPARTMENT will in no way restrict access to or use of the trails or improvements.

6. Nothing herein shall be construed to allow the CHAMBER to conduct special recreation events on National Forest System Lands. Permission in the form of a special use permit and/or letter of authorization will be required to conduct such events on Federal lands.

7. No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

8. COOPERATORS will comply with title VI of the Civil Rights Act of 1964 (P.L. 880-352) and in accordance with Title VI of that Act, no person in the United States shall, on the grounds of race, color, handicap, or national origin, be excluded from participating benefits of, or be otherwise subjected to discrimination under any program or activity for which the COOPERATORS receive Federal financial assistance and will immediately take any measures necessary to effectuate this Agreement.

9. The CHAMBER and the DEPARTMENT shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of United States lands under this Agreement providing such damage to life or property is due to the negligent acts or omissions of the CHAMBER or DEPARTMENT.

10. This Agreement may be revised as necessary, by mutual consent of all parties, by issuance of a written amendment, signed and dated by all parties.

11. The rights and obligations of any party to this agreement may be terminated upon the giving of thirty (30) days written notice by that party. Unless terminated or modified by written notice, this Agreement will remain in force indefinitely.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the last date written below.

GALLATIN NATIONAL FOREST

BY /s/ Ralph O. Meyer  
TITLE District Ranger  
DATE 12-10-87

WEST YELLOWSTONE CHAMBER OF COMMERCE  
SNOWMOBILE COMMITTEE

BY /s/ F.W. Howell  
TITLE Groomer Chairman  
DATE 12-10-87

MONTANA DEPARTMENT OF FISH, WILDLIFE  
AND PARKS

BY /s/ Leroy Ellig  
TITLE Regional Supervisor  
DATE 12-4-87

# ENCLOSURE No. 3



United States  
Department of  
Agriculture

Forest  
Service

GALLATIN NF

Hebgen Lake Ranger District  
P.O. Box 520  
W. Yellowstone, MT 59758 (406) 646-7369

REPLY TO: 2350/7710

Date: APRIL 19, 1995

Ray Heagney  
Park Operation Specialist  
Department of Fish, Wildlife and Parks  
1400 S. 19th Street  
Bozeman, MT 59715

Dear Ray:

The attached "Annual Operating Plan" and maps may be considered permission for the West Yellowstone Chamber of Commerce to maintain and operate snowmobile trails on this Ranger District. This annual operating plan is for the 1995-96 season. *Please return a signed copy of your signature page for our file.*

We have calculated snowmobile use on the groomed trail system for the 1994-95 season to be 87,200 machines. The use for the 1993-1994 season was 75,000.

If you have any questions regarding this mailing please direct them to Claude Coffin.

Gary L. Benes  
District Ranger

cc: S.O.

Adrienne Keller, District Ranger  
Island Park Ranger District, Targhee NF  
Gale Loomis, Grooming Committee Chairman  
West Yellowstone Chamber of Commerce

CC/cac



SNOWMOBILE TRAIL MAINTENANCE  
Hebgen Lake Ranger District  
West Yellowstone, Montana

ANNUAL OPERATING PLAN  
June 1995 - May 1996

For the cooperative work (as outlined in the Cooperative Agreement dated 12/10/87, Item E1) to be performed jointly by the West Yellowstone Chamber of Commerce, Gallatin National Forest - Hebgen Lake Ranger District, and Montana Department of Fish, Wildlife and Parks, in connection with maintenance of snowmobile trails as shown on the attached map:

WEST YELLOWSTONE CHAMBER OF COMMERCE agrees to:

1. Groom the trails (see attached map) from approximately December 1, 1995 until April 1, 1996. Big Sky Trail from January 1, 1996 to March 20, 1996.
2. Notify the Hebgen Lake Ranger District of any deviations from the schedule on the trail guide before they occur.
3. Hold the Forest Service harmless from & indemnify them against all liability for any damages or loss that may result from storing a groomer from approximately May 1, 1995 - December 1, 1995. **Look for other storage facilities for the groomer as this will be the final year the Forest Service will provide storage space.**
4. Assist the Ranger District in clearing trails on an as-needed basis.
5. Be responsible for damage to Forest Service property caused by groomer operators.
6. Chamber of Commerce Officers

President  
Executive Vice President  
Secretary  
Treasurer  
Grooming Committee Chairman

Marge Wanner  
Leif Johnson  
Viki Eggers  
Nancy Heideman  
Gale Loomis

**MONTANA DEPARTMENT OF FISH, WILDLIFE and PARKS agrees to:**

1. Grant funds for trail maintenance and operation.
2. Hold the Forest Service harmless from and indemnify them against all liability for any damages or loss that may result from storing a groomer from approximately May 1, 1995 to December 1, 1995.

**HEBGEN LAKE RANGER DISTRICT agrees to:**

1. Install and maintain trail traffic counters on the following trails:
  - a) Two Top
  - b) South Plateau
  - c) Big Sky
  - d) Madison Arm (West)
  - e) Madison Arm (North)
2. Maintain trail map signs at Reas Pass and the Old Airport and the information sign on Two Top.
3. Clear all trails of debris prior to December 1, 1995, in cooperation with the Chamber and throughout the grooming season.
4. Provide portable radios for each groomer.
5. Sign all trails with necessary signs and markers.
6. Provide indoor storage for one groomer from approximately May 1, 1995 to December 1, 1995.

WEST YELLOWSTONE CHAMBER OF COMMERCE

Gale F. Loomis  
GALE F. LOOMIS, Grooming Chairman

4/21/95  
Date

GALLATIN NATIONAL FOREST - HEBGEN LAKE RANGER DISTRICT



GARY L. BENES, District Ranger

4/19/95  
Date

**MONTANA DEPARTMENT OF FISH, WILDLIFE AND PARKS**

\_\_\_\_\_  
**STEVE LEWIS, Regional Supervisor**

\_\_\_\_\_  
**Date**

TARGHEE NATIONAL FOREST - ISLAND PARK RANGER DISTRICT

Adrienne K. Keller  
ADRIENNE KELLER, District Ranger

5-1-95  
Date

## **(WEST YELLOWSTONE SNOWMOBILE) ENFORCEMENT PLAN**

This plan integrates six enforcement strategies to generate compliance with public lands' travel restriction and state snowmobile regulations. Execution of these strategies will be a cooperative effort between enforcement agents from the U.S. Forest Service, Montana Fish, Wildlife and Parks (FWP), and counties. These strategies are intended to meet each agency's enforcement mission and objectives for resource protection and public safety.

- ▶ The initial approach for enforcing travel restrictions is the signing of trailheads. Prominently posted trailhead information and maps will define travel restrictions on lands adjacent to established groomed trail systems. The trail grooming sponsor will, with the assistance from the land managing agency, post the travel restriction regulations.
- ▶ Local motorized clubs will annually inform their membership of travel restrictions next to established and maintained trail systems. Club members will be encouraged to disseminate the information to visiting backcountry users.
- ▶ To regularly ascertain the highest concentration of use; random trail patrols will occur. Trail safety will be encouraged through public contacts during patrols.
- ▶ Enforcement efforts will target locations where there is motorized intrusions into restricted travel areas, such as tree plantations. Speed limit signing and patrols will be made.
- ▶ Backcountry use will be monitored through coordination of interagency enforcement personnel. FWP and Forest Service staff will share information and combine efforts to conduct saturation enforcement activities at known high use locations and during high use periods. Normally these periods are weekends, holidays and after new snow occurrences.
- ▶ Trail patrols will be done on days when environmental conditions and/or budgets allow. Safety of agency personnel will also be a determining factor when patrols will occur. Rapidly changing environmental conditions and potential avalanche hazards must be considered before conducting patrols.

## (WEST YELLOWSTONE SNOWMOBILE) AVALANCHE PLAN

Although certain conditions increase their chance of occurring, avalanches are unpredictable and can occur at any time or on terrain with little slope. The club will take an integrated approach to provide avalanche awareness to club members and the general winter backcountry user.

Public awareness of avalanches will be promoted through club safety meetings, club sponsored activities and safety training courses held for interested persons in the local community and area. Trail grooming performed by snowmobile clubs will practice avoidance procedures in areas of avalanche potential.

Winter backcountry users will be encouraged not to assume there is no danger or hazards such as avalanches or rapid changes in weather conditions. It will be recommended that backcountry users assess and relate outdoor conditions and risks to personal abilities. It is expected that regardless of the winter backcountry activity, participants in those activities accept the potential risks and hazards associated with the backcountry.

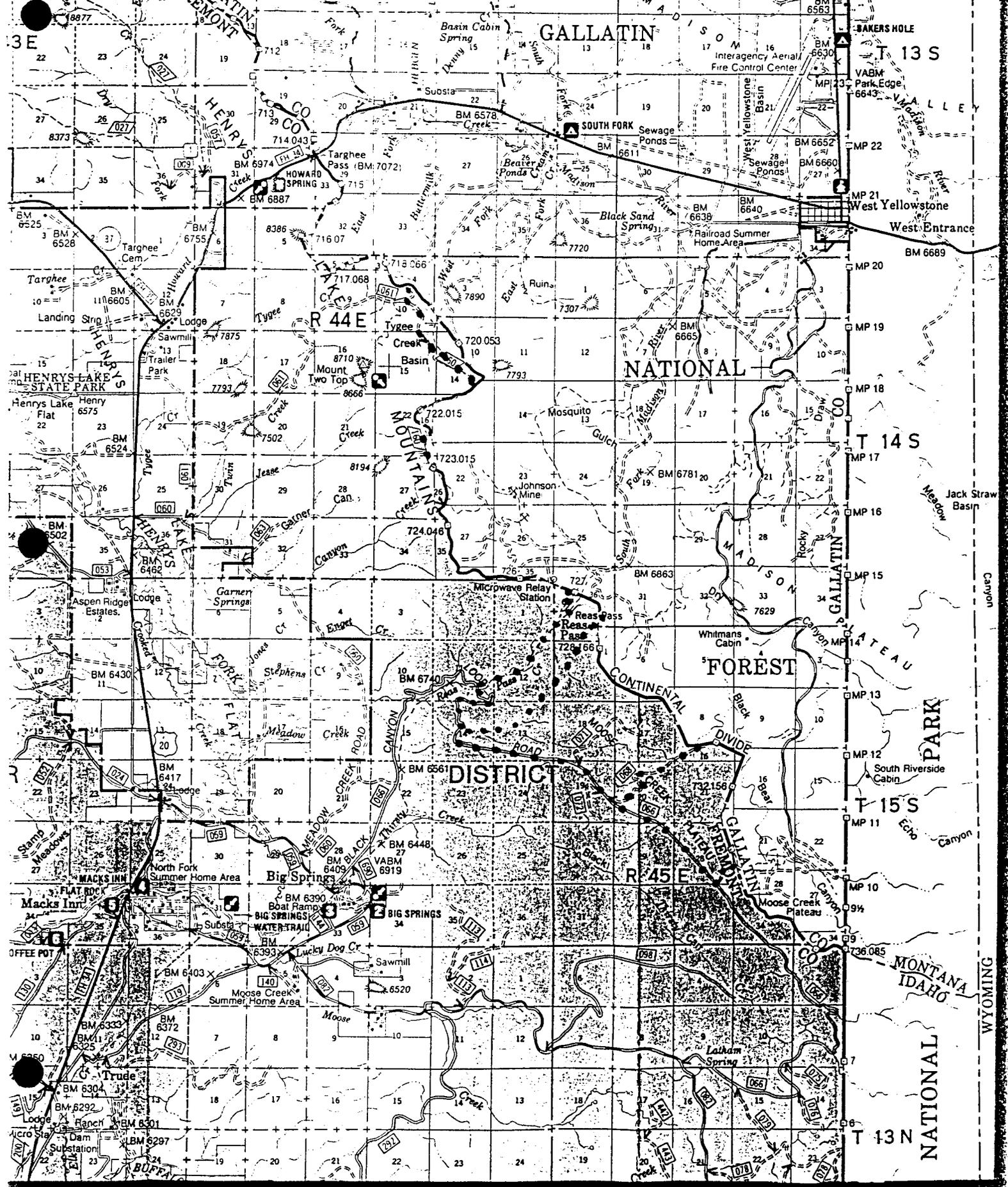
Snowpack conditions can change rapidly. Backcountry users will also be encouraged too, when available to contact the local avalanche advisory for current snowpack conditions.

Avalanche, safe snowmobiling practices and backcountry literature will be made available, for free, to the general recreating public through club sponsored safety and training programs or from public resource agencies.

The club in cooperation with Montana Fish, Wildlife and Parks and U.S. Forest Service will promote safe, ethical and responsible behavior through sponsored snowmobile safety and educational programs.

Yellowstone Chamber of Commerce  
Island Park Ranger District  
Operating Plan

15-96 season Map 2 of 2  
4-14-95  
C. Coffin



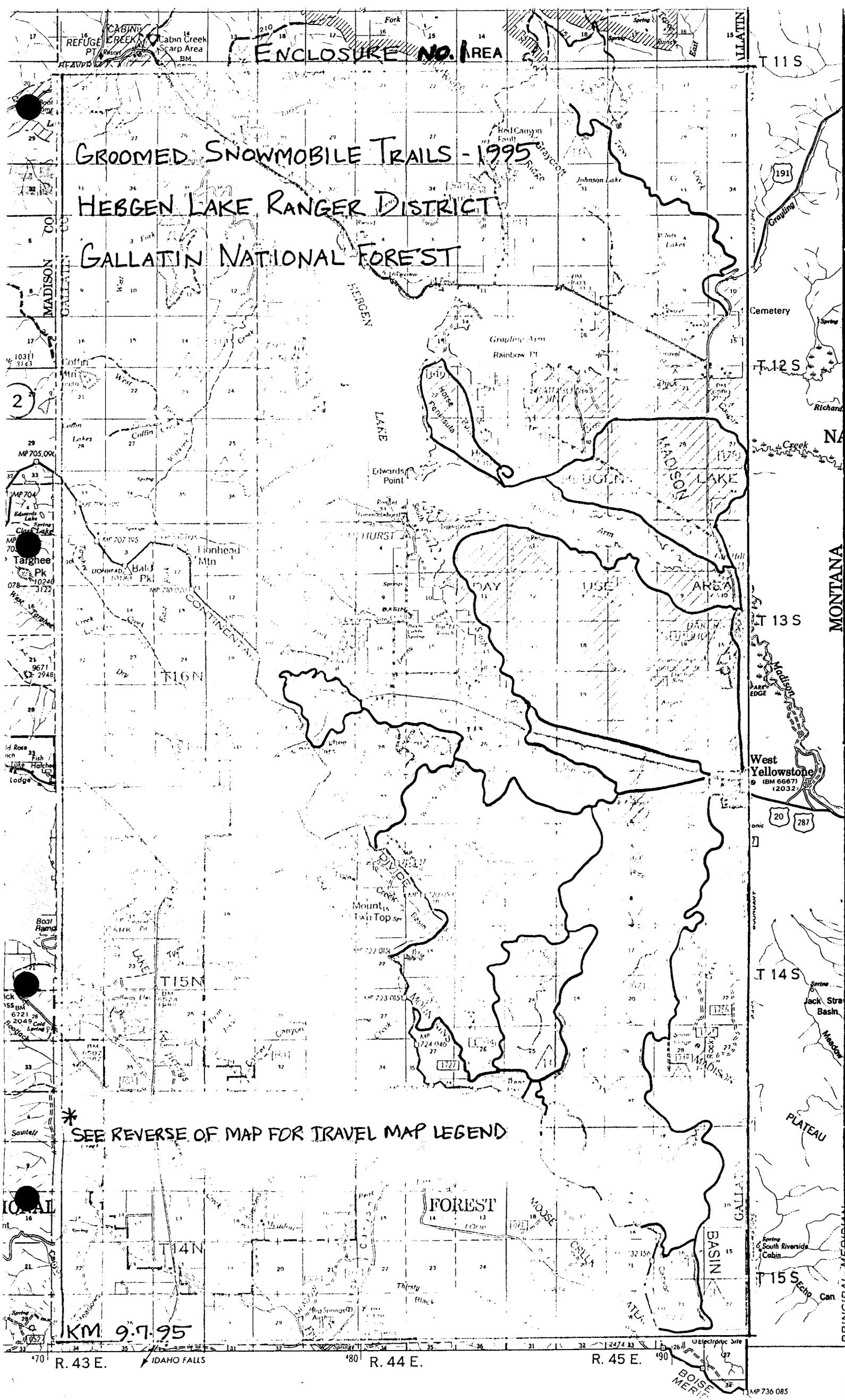
MONTANA  
WYOMING  
IDAHO

ENCLOSURE NO. 1 AREA

# GROOMED SNOWMOBILE TRAILS - 1995

## HEBGEN LAKE RANGER DISTRICT

### GALLATIN NATIONAL FOREST



2

\* SEE REVERSE OF MAP FOR TRAVEL MAP LEGEND

KM 9.7.95

R. 43 E. IDAHO FALLS

R. 44 E.

R. 45 E.

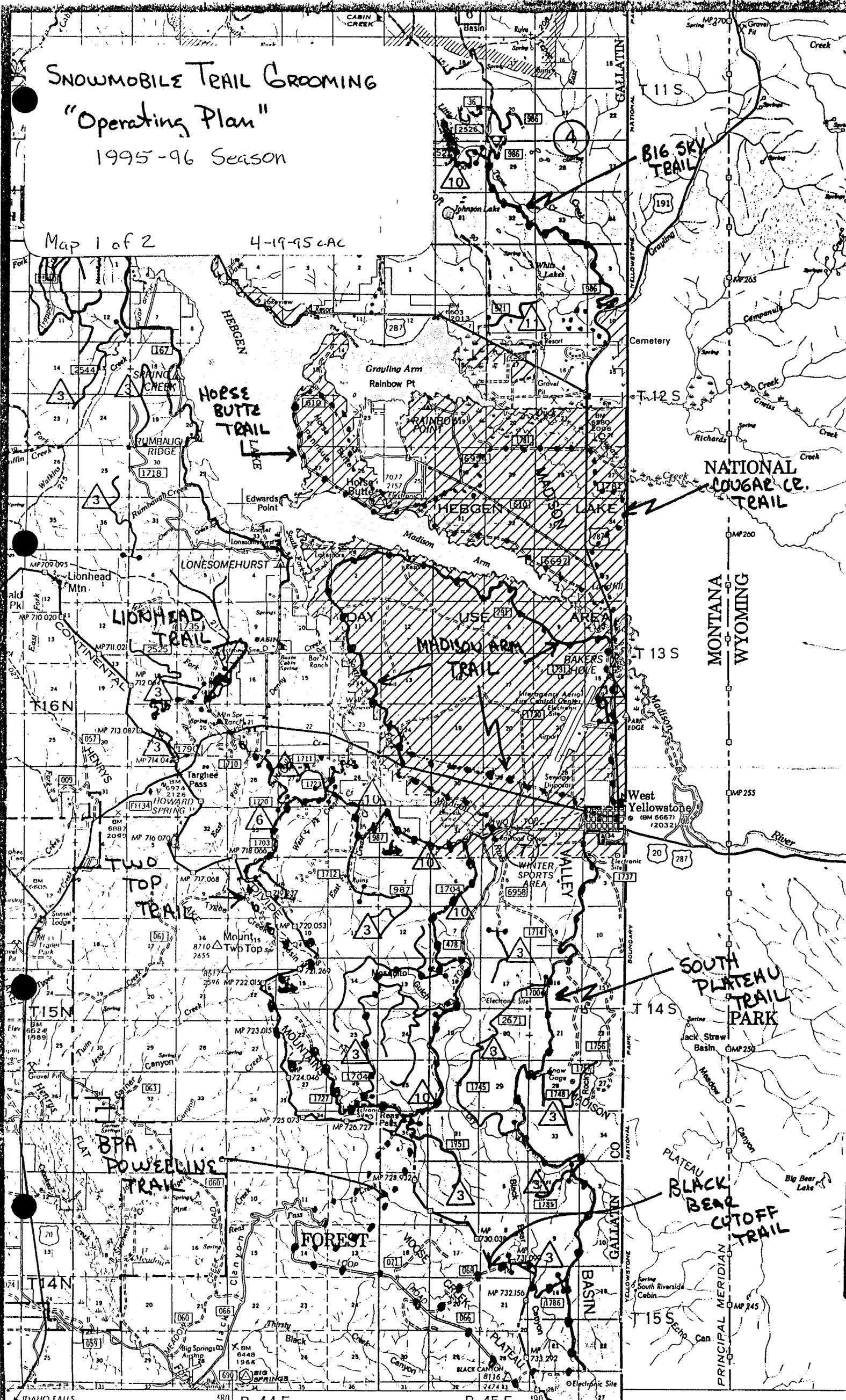
BOISE MERIDIAN

MP 736 085

# SNOWMOBILE TRAIL GROOMING "Operating Plan" 1995-96 Season

Map 1 of 2

4-19-95 CAC



HORSE BUTTE TRAIL

BIG SKY TRAIL

NATIONAL COUGAR CR. TRAIL

LIONHEAD TRAIL

MADISON ARM TRAIL

TWO TOP TRAIL

SOUTH PLATEAU TRAIL PARK

BPA POWERLINE TRAIL

FOREST

BLACK BEAR CUTOFF TRAIL

MONTANA  
WYOMING

R. 44 E.

R. 45 E.

IDAHO FALLS

'90