



**Montana Fish,  
Wildlife & Parks**

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LEGISLATIVE ENVIRONMENTAL  
POLICY OFFICE

Region One  
490 North Meridian Rd.  
Kalispell, MT 59901  
(406) 752-5501  
FAX: 406-257-0349  
Ref:JS030-05  
April 22, 2005

TO: Rod Nelson, Wildlife Animal Adventures, 894 Lake Drive, Columbia Falls, 59912  
Governor's Office, Attn: Mike Volesky, PO Box 200801, Helena, 59620-0801  
Environmental Quality Council, PO Box 201704, Helena, 59620-1704  
\*Dept. of Environmental Quality, Planning, Prevention & Assistance, PO Box 200901, Helena, 59620-0901  
\*Dept. of Environmental Quality, Permitting Compliance, PO Box 200901, Helena, 59620-0901  
DNRC, PO Box 201601, Helena, 59620-1601; \*Kalispell Office, Bob Sandman  
Montana Fish, Wildlife & Parks - Director's Office: Reg Peterson; Parks: Walt Timmerman, Allan Kuser; Legal  
Unit: Brandi Fisher  
\*SHPO, PO Box 201202, Helena, 59620-1202  
\*Montana State Library, 1515 East Sixth Ave., Helena, 59620-1800 (e-mailed)  
Jim Jensen, Montana Environmental Information Center, PO Box 1184, Helena, 59624  
George Ochenski, PO Box 689, Helena, 59624  
Wayne Hirst, Montana State Parks Foundation, PO Box 728, Libby, 59923  
Montana State Parks Association, PO Box 699, Billings, 59103  
Joe Gutkoski, President, Montana River Action Network, 304 N 18<sup>th</sup> Ave., Bozeman, 59715  
Rep. George Everett, 1344 Helena Flats Rd, Kalispell, 59901-6548  
Rep. Verdell Jackson, 555 Wagner Lane, Kalispell, 59901-8079  
Rep. Bernie Olson, 161 Lakeside Blvd., Lakeside, 59922-9723  
Sen. Jerry O'Neil, 985 Walsh Road, Columbia Falls, 59912-9044  
Sen. John Brueggeman, 321 Lakeview Drive, Polson, 59860-9317  
Sen. Bob Keenan, Box 697, Bigfork, 59911-0697  
Lake County Commissioners, 106 Fourth Avenue E, Polson, 59860  
Flathead County Commissioners, 800 S Main Street, Kalispell, 59901  
Flathead County Library, 247 First Avenue E, Kalispell, 59901  
Flathead County Library, PO Box 472, Bigfork, 59911  
Interested Parties

Ladies and Gentlemen:

Montana Fish, Wildlife & Parks (FWP), Region One, has written a draft environmental assessment (EA) for Wildlife Animal Adventures, which has applied for a license to establish a roadside menagerie for the purpose of educational, photographic, and rescue purposes. The menagerie will include both large and small carnivores and omnivores. The proposed compound site for the animals is located in Ferndale at 80681 Hwy 83, and the proposed photography site is located in Kalispell at East Cottonwood Drive, currently used by Wildeyes Animal and Photo Adventures.

The draft EA will be out for public review until May 6, 2005; a copy is attached for your review. Please direct your questions or comments to Area Wildlife Biologist Tom Litchfield, FWP, 490 N. Meridian Rd., Kalispell, MT 59901, or e-mail to [tlitchfield@mt.gov](mailto:tlitchfield@mt.gov).

Sincerely,

Jim Satterfield  
Regional Supervisor

/ni  
Enclosure

\*E-mailed

**Draft**



**Montana Fish,  
Wildlife & Parks**

1420 E 6th Avenue, P. O. Box 200701, Helena, MT 59620-0701  
(406) 444-2452

## **ENVIRONMENTAL ASSESSMENT CHECKLIST**

Roadside Menagerie

### **PART 1. PROPOSED ACTION DESCRIPTION**

**Project Title:** Wildlife Animal Adventures

**Application Date:** November 10, 2004

**Name, Address and Phone Number:** Rod Nelson  
80681 Hwy 83  
Bigfork, MT 59911

**Project Location:** T26N R19W W1/2 S12, 80681 Hwy 83, Bigfork, MT 59911 – **Animal Compound**  
T28N R21W S3, E. Cottonwood Dr., Kalispell, MT 59901 – **Animal Photography**

#### **Description of Project:**

The applicant intends to construct a facility to hold the following mammals:

1 brown bear	1 bobcat
8 Siberian tigers	1 black bear
1 leopard	2 wolves
2 badgers	1 African lion
1 mountain lion	1 Canadian lynx

The stated purpose for the facility is for educational, photographic, and rescue purposes. A chain link perimeter fence (or other suitable material on a preapproved basis) will be built around the compound, which will surround all intended enclosures and will be at least 8 feet in height. Large carnivore/omnivore cages will be constructed of 16' x 32' x 8' welded wire (cattle panels) of at least 9-gauge, will be built with two 8' x 10' x 6' welded wire sleeping quarter cages attached (at least 9-gauge), and will allow for the holding of 2 animals. Area cages holding an individual large carnivore/omnivore will be built of the same material, but will be at least 16' x 19' x 8' in size with sleeping quarters of the same size as above. Each large carnivore/omnivore

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cage will also be lined with a second layer of wire of 2" x 4" mesh and have an electrified wire along the inner perimeter of the cage. Area cages for smaller captive animals will be built of chain link (at least 9-gauge), but will be 12' x 16' x 8' in size and will contain a structure for sleeping quarters. All cages will have a wire top of at least 11-gauge and bear, wolf, and badger cages will also have wire floors sufficient to preclude the animal from digging through the floor to escape.

The applicant proposes to remove animals from their primary enclosures and transport the animals to an offsite location for professional photography purposes. That offsite location will consist of an 8-foot perimeter fence with facilities for loading and unloading animals. If professional photographers are within the enclosure with smaller animals, trainers must be able to demonstrate physical control of the smaller animals. For the large carnivores/omnivores, the animals must be maintained behind an electrified fence constructed within the enclosure and between the photographers and the animals. This site has been previously used by Wildeyes Animal and Photo Adventures.

**Other groups or agencies contacted or which may have overlapping jurisdiction:** Applying for US Dept. of Agriculture Animal Welfare Class C Exhibitor License.

## PART 2. ENVIRONMENTAL REVIEW

Table 1. Potential impact on physical environment.

Will the proposed action result in potential impacts to:	Unknown	Potentially Significant	Minor	None	Can Be Mitigated	Comments Below or On Attached Pages
1. Unique, endangered, fragile, or limited environmental resources			X			See (1)
2. Terrestrial or aquatic life and/or habitats				X		
3. Introduction of new species into an area			X			See (2)
4. Vegetation cover, quantity, & quality			X			See (3)
5. Water quality, quantity, & distribution (surface or groundwater)			X			See (4)
6. Existing water right or reservation	X					
7. Geology & soil quality, stability, & moisture			X			See (5)
8. Air quality or objectionable odors			X			See (6)
9. Historical & archaeological sites	X					
10. Demands on environmental resources of land, water, air, & energy				X		
11. Aesthetics	X					

### Comments

(A description of potentially significant, or unknown, impacts and potential alternatives for mitigation must be provided.)

- (1) If wild grizzly bears are attracted to this location, they could be hit on the highway. Both grizzly and black bears are common in the general area, with nuisance complaints and bear management actions taking place on an annual basis. Captive bears will be neutered, area will be kept clean, and double fencing will prevent close contact. See attached Memorandum of Agreement.
- (2) One brown bear, 1 black bear, 1 mountain lion, 1 lynx, 1 bobcat, 2 gray wolves, 2 badgers, 8 tigers, 1 African lion, and 1 leopard will be introduced to the area. They will be contained within their primary enclosures and an exterior fence.
- (3) Plant species in the enclosure and under the parking lot will be eliminated or have the plant composition altered.
- (4) There is a minor potential for impact in contamination of surface or ground water. This impact should be localized with the applicant's agreement to clean up uneaten food and animal waste on a daily basis as indicated in the attached Memorandum of Agreement.

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(5) The project will involve some digging for fences, runs, common areas, sleeping cages, and buildings. Soil compaction will occur beneath buildings and under the parking area and access road. See attached Memorandum of Agreement.

(6) There is a minor potential for the creation of objectionable odors due to the buildup of excrement and uneaten food. This potential will be mitigated due to the agreement by the applicant to clean up excrement and uneaten food on a daily basis and removal to a lawful disposal area. See attached Memorandum of Agreement.

Table 2. Potential impacts on human environment .

Will the proposed action result in potential impacts to:	Unknown	Potentially Significant	Minor	None	Can Be Mitigated	Comments Below or On Attached Pages
1. Social structures and cultural diversity				X		
2. Changes in existing public benefits provided by wildlife populations and/or habitat				X		
3. Local and state tax base and tax revenue				X		
4. Agricultural production				X		
5. Human health			X			See (7)
6. Quantity & distribution of community & personal income			X			See (8)
7. Access to & quality of recreational activities				X		
8. Locally adopted environmental plans & goals (ordinances)	X					
9. Distribution & density of population and housing			X			See (9)
10. Demands for government services			X			See (10)
11. Industrial and/or commercial activity			X			See (11)

## Comments

(A description of potentially significant, or unknown, impacts and potential alternatives for mitigation must be provided as comments.)

(7) Escaped animals could present a hazard to humans or their livestock. Numerous agreements have been made with the applicant regarding the confinement of the animals that will mitigate this potential impact. See attached Memorandum of Agreement. There are currently grizzly bears, black bears, mountain lions, bobcats, and red fox in the area.

(8) This business should add to the community income and possibly to local support services too.

(9) The area surrounding the project area is subdivided for residential living, for the most part, with a county dump site to the south (fully bear-proofed) and about 160 acres of state land to the east interspersed with more residential areas. The effect of this project on property values is unknown and may depend on the intent or personal values of the residents or prospective purchasers. There could be increased traffic at this location, but it should not be significant.

(10) Some inspections will be required as well as involvement if any problems arise.

(11) This is a new commercial activity.

**Does the proposed action involve potential risks or adverse effects, which are uncertain but extremely harmful if they were to occur?**

Traffic slowing down on the highway to observe animals could pose a potential risk to highway safety. However, the animals will not be visible from the highway, as trees will obstruct the view. Bears being drawn to the area (due to the presence of other bears, animal waste, or food) could increase the likelihood of being struck by vehicles on the highway. However, food at the facility will be kept in cold storage (freezers and refrigerators) until time of feeding, and cages will be cleaned on a daily basis with waste being disposed of in proper containers.

There is the possibility of animals escaping and injuring someone. The facility design and construction agreed to by the applicant, however, reduces that possibility below the level of significance. There is the possibility of an animal injuring a handler. There will, therefore, always be an employee on the premises properly trained in the handling of all wildlife at the facility. See attached Memorandum of Agreement.

**Does the proposed action have impacts that are individually minor, but cumulatively significant or potentially significant? No**

**Description and analysis of reasonable alternatives (including the no-action alternative) to the proposed action when alternatives are reasonably available and prudent to consider. Include a discussion of how the alternatives would be implemented:**

**A. No-Action Alternative:** This would consist of refusing to issue the permit. If that were to occur, no development would take place.

**B. Issue the permit with no Memorandum of Agreement with the applicant.**

**C. Issue the permit coupled with the attached Memorandum of Agreement between the applicant and MFWP that is designed to reduce potential impacts to below the level of significance.**

**List proposed mitigative measures (stipulations) for license:** See attached Memorandum of Agreement.

**Individuals or groups contributing to, or commenting on, this EA:**

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EA prepared by: Tom Litchfield, Area Wildlife Biologist  
Fish, Wildlife & Parks  
490 North Meridian Road  
Kalispell, MT 59901  
(406) 751-4582

Date Completed: April 21, 2005

### **PART 3. DECISION**

Recommendation and justification concerning preparation of EIS:

The review of this proposal has identified several areas that have the potential for minor environmental impacts. These issues are addressed in the attached Memorandum of Agreement, a document in which the applicant agrees to certain terms as a condition of receiving the roadside menagerie permit. Agreement to these terms reduces any identified impacts to below a level of significance and allows for measures to be taken should the applicant not comply with issues addressed in the agreement. Based on the significance criteria evaluated in this EA, an EIS is not required.

Describe public involvement, if any:

Recommendation for license approval:

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Wildlife Manager \_\_\_\_\_ Date \_\_\_\_\_

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Warden Captain \_\_\_\_\_ Date \_\_\_\_\_

# MEMORANDUM OF AGREEMENT

This agreement is entered into by Montana Fish, Wildlife & Parks (hereinafter known as "MFWP") and Wildlife Animal Adventures, represented by Rod Nelson (hereinafter known as "Applicant"). The following stipulations are conditions to receiving the Roadside Menagerie Permit.

1. Applicant shall keep a maximum of 8 Siberian tigers, 1 brown bear, 1 black bear, 1 African lion, 1 mountain lion, and 1 leopard as his stock of captive large carnivores and omnivores. The addition of animals or species must be authorized by MFWP.
2. Applicant agrees to construct an outside perimeter fence incorporating the following minimum design specifications:
  - a) Eight-foot-high chain link fences (or other material approved by MFWP), with the fencing beginning six inches below ground and topped with barbed wire overhangs. The perimeter fence shall surround all of the enclosures or cages that contain live captive animals; and, these perimeter fences shall include enough gates to allow any wild animal that breaches the fence to be safely driven out of the service yard without being handled.
3. All primary enclosures or cages will be built of at least 9-gauge welded wire with 16' x 32' x 8' common area cages for large carnivores/omnivores (will hold 2 captive animals), and with two 8' x 10' x 6' welded wire sleeping-quarter cages attached. Area cages holding an individual large carnivore/omnivore will be built of the same material, but will be at least 16' x 19' x 8' in size, with sleeping quarters of the same size as above. Each large carnivore/omnivore cage will also be lined with a second layer of wire of 2" x 4" mesh and have an electrified wire along the inner perimeter of the cage. Area cages for smaller captive animals will be built of chain link, and will be 12' x 16' x 8' in size and will contain a structure for sleeping quarters. All cages will have an 11-gauge wire top, and bear, wolf, and badger cages will also have wire floors sufficient to preclude the animal from digging through the floor to escape.
4. All customer parking shall be in the parking lot. No on-street parking shall be permitted.
5. Animal "shows" in which animals are moved from their cages for public exhibition must be conducted within secure enclosures in compliance with the caging and enclosure requirements (see above and MCA 12.6.1532). This requirement includes a wire top on the display cage(s) and barricades around cages and enclosures on the side or sides where the



public may approach them to safeguard the public and the animals from injury (as per ARM 12.6.1302[3]).

6. Exhibition cages and/or enclosures must be inspected by MFWP and approved prior to their use.
7. Animal photography sessions must be conducted within secure enclosures in compliance with the caging and enclosure requirements (see above and MCA 12.6.1532) or in accordance with this MOA. This MOA will allow photography sessions to be conducted with professional photographers only when the animals are enclosed within an exterior fence of at least 8 feet in height, constructed of at least 9-gauge wire or equivalent as approved by MFWP. If photographers are to be in the enclosure, "electric-fence-conditioned" bears and large cats will be controlled within a 3-strand electrical wire configuration constructed within the primary photography compound, which encompasses the interior perimeter of the compound or a portion of it. This 3-strand electric wire will be situated such that it is between the bears and large cats and the professional photographers and between the bears and large cats and the exterior fence.
8. The loading and unloading of animals into cages for the transportation between sites (such as between the compound and the photography site) will be conducted inside a secure enclosure as specified above. This enclosure will have double gates unless the animal(s) within the enclosure are also contained within a cage at the time the transport vehicle enters the enclosure.
9. Applicant shall provide security, appropriate diet, and competent management and veterinary staff to ensure proper husbandry and medical care of captive animals, using the American Association of Zoological Parks and Aquariums accreditation and minimum care standards as guidelines. Applicant shall consult with MFWP about the best methods for destroying sick or injured captive animals.
10. Applicant shall ensure that odors and other aspects that have the potential to attract wild bears and other large carnivores/omnivores are minimized or eliminated. This includes:
  - a) ensuring proper sanitation in the sleeping-quarter cages;
  - b) keeping outdoor area cages clean of feces, urine concentrations, and aromatic food scraps on a daily basis;
  - c) keeping food and garbage unavailable to wild omnivores/ carnivores; and,
  - d) spaying/neutering all captive female bears older than two years of age upon arrival, and spaying/neutering of all bears before they reach two years of age.

11. Applicant shall prevent the breeding of captive bears. Captive male bears shall be sterilized upon arrival, or prior to reaching two years of age, before they are introduced into the general captive population. Female bears will also be sterilized, as stated above. Evidence of sterilization for each of the bears will be provided to the department.
12. Applicant shall undertake the best efforts to minimize conflicts with wild bears, with respect to the care of captive animals and the design, operation, and maintenance of the facility in a manner described by MFWP, so as not to diminish the success of ongoing grizzly bear recovery programs. If it is determined that the facility is responsible for attracting wild bears and, as a consequence, a wild bear becomes a "nuisance bear" (e.g., through break-in of the facility, food rewards from the facility, attractants within the facility that cause a bear to localize its activities on the facility, etc.) and ultimately must be removed from the wild, the facility agrees to take whatever measures are deemed necessary to rectify those problems, as required by MFWP. The facility acknowledges that the same solution may become necessary if any captive animals escape and become "nuisance animals" as a result of unresolved problems at the facility. The facility further acknowledges that if noncompliance with the conditions in this agreement results in problems that are not resolved to the satisfaction of MFWP, it may be necessary for MFWP to revoke applicant's roadside menagerie permit and to require removal of the captive animals held within the facility.
13. Applicant shall cooperate with, and reimburse MFWP reasonable and mutually agreed-upon costs directly associated with, the agency's capture or destruction of a captive animal that escapes or a wild animal that enters the facility. A clear contingency plan will be developed by the facility that outlines the specific coordination actions that will occur between the facility and MFWP if such events occur. A contingency plan for such events that meets the approval of MFWP must be developed and submitted to MFWP prior to the facility's receiving authorization to hold large omnivores/carnivores.
14. Applicant shall abide by all applicable State, Federal, and Canadian laws and requirements pertaining to buying, selling, or transporting captive animals.
15. Applicant shall permanently and individually mark all large captive carnivores/omnivores for identification in accordance with Montana State Law (Section 87-1-231, MCA, Title 87).
16. Applicant shall assume all financial liabilities and responsibilities for the recapture of, and any damages that may be caused by, any captive

animal that escapes, in accordance with Montana State Law (Section 87-1-233, MCA, Title 87).

17. Applicant shall walk the perimeter fences each day to check for security, snow accumulation, and possible vandalism.
18. Applicant shall immediately report any escape or captive-animal-related injury to any customer or employee.
19. The facility agrees to on-site inspections by MFWP on an announced or unannounced basis.
20. Applicant shall have a large-caliber rifle, pepper spray, and a tranquilizer gun on the premises at all times, including during shows and photography exhibitions, in case of an emergency.
21. The gates shall be kept shut at all times except during the entrance or exit of vehicles or personnel.
22. When customers are viewing the captive animals, at least one employee shall be present in an area where she or he may observe the customers.
23. The captive animals will not be visible from U.S. Highway 83.
24. At any time the facility has large carnivores/omnivores on site, there shall be a caretaker present trained in the handling of such animals and in the use of the firearm, pepper spray, a tranquilizer gun, and other emergency procedures.
25. Applicant will purchase and maintain liability insurance as required in A.R.M. 12.6.1308. If offsite exhibitions or photography events are to be carried out, supplemental liability insurance in the amount of not less than \$1 million will be obtained by the licensee with MFWP named as co-insured and a copy of that policy provided to MFWP prior to authorization of any exhibitions/photography events.
26. Applicant will, additionally, comply with all laws and rules for operating a roadside zoo and menagerie found in M.C.A. 87-4-801 through 87-4-808 and A.R.M. 12-6-1305 through 12.6.1309.

It is mutually agreed that failure to comply with the terms and conditions of this agreement by any of the parties hereto may result in the termination of this agreement and revocation of authorities issued for the holding of captive animals at the facility. This agreement may be amended upon written consent of all parties hereto.

Signed,

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Attest

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James R. Satterfield  
Regional Supervisor  
Montana Fish, Wildlife & Parks

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Attest

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Rod Nelson  
Wildlife Animal Adventures