

APPENDIX D

Memorandum of Understanding/10-Year Plan

AGREEMENT NO. AZ-410-0608

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT
SAFFORD FIELD OFFICE
AND THE
CITY OF SAFFORD, ARIZONA

I. Introduction

- A. This Memorandum of Understanding (MOU) provides procedures and guidance for coordination and cooperation in managing the Bonita Creek watershed. This MOU is entered into between the U.S. Department of the Interior, Bureau of Land Management, Safford Field Office, herein referred to as "BLM," and the City of Safford, herein referred to as "Safford," and jointly herein referred to as the "Parties."
- B. This MOU supersedes and cancels the January 1986, Cooperative Management Agreement for the Management of Bonita Creek Watershed between the Parties.
- C. For the purpose of this MOU, "Upper Bonita Creek" is defined geographically as Bonita Creek from the existing water infiltration system upstream to the San Carlos Apache Indian Reservation (herein referred to as the "San Carlos Reservation") and Gila Box Riparian National Conservation Area (RNCA) boundary. "Lower Bonita Creek" is defined geographically as Bonita Creek from the existing water infiltration system down stream to the Gila River confluence and includes the site of the existing water infiltration system. See Appendix A for Bonita Creek map.

II. Background

- A. Bonita Creek originates in the southeastern portion of the San Carlos Reservation and flows southeast to the Gila River. Approximately 15 miles of Bonita Creek lies within the Gila Box RNCA located about 12 miles northeast of the City of Safford. This section of Bonita Creek includes both private and public lands; the majority is public land managed by the BLM (see Appendix A attached hereto for Bonita Creek map, which is a part of this MOU as if fully set forth herein). The remaining private land is mostly owned by Safford and related to the Safford Bonita Canyon Water Delivery System (herein referred to as the "Bonita system"). See Appendix A for Bonita Creek map.
- B. Safford has been utilizing the Bonita Creek watershed as a source for municipal potable water since 1939. The Bonita system extends over 40 miles and services over 28,000 customers. Safford must maintain, operate, upgrade, and expand the Bonita system to meet existing and future municipal and industrial demand in Graham County, Arizona. The full capacity of the Bonita Creek watershed water right

allocation is 5,310.14 acre-feet. The Ten-Year Operations/Maintenance Plan (herein referred to as "10-Year Operations Plan") describes the planned actions for capturing and delivering the full water right allocation and is attached hereto as Appendix B and is a part of this MOU as if fully set forth herein.

- C. Roads within Bonita Creek Canyon have historically been used by Safford to access the water system facilities, water sources, and the pipeline. The roads, and the maintenance of those roads, are essential components to the effective and efficient operation of the Bonita system.
- D. The Gila Box RNCA, designated through Public Law 101-628 (104 Stat. 4469), includes 15 miles of Bonita Creek from the San Carlos Reservation boundary to the Gila River. The RNCA designation mandates conservation, protection, and enhancement of this area while recognizing valid existing rights in effect at the time of designation. On January 30, 1998, BLM issued the Gila Box Management Plan, Environmental Assessment and Decision Record ("Gila Box Management Plan") providing a framework for managing cultural and natural resources to achieve the overall goals of the RNCA designation.
- E. BLM has recommended 8.1 miles of Bonita Creek from the San Carlos Reservation to Lee Trail be included in the National Wild and Scenic River System as a Recreational River. See the Arizona Statewide Wild and Scenic Rivers Final Legislative Environmental Impact Statement, December, 1994. Until Congress acts on this recommendation, BLM must protect and enhance the outstandingly remarkable values of Bonita Creek, including recreational, cultural, fish and wildlife habitat, riparian, and water quality (BLM Manual 8351, .32C, page 19; BLM, Instruction Memorandum No. 98-129).
- F. In 2001, the Arizona Department of Environmental Quality (ADEQ) designated Bonita Creek as a Unique Waters, one of 18 in the State at the time of designation. The designation allows for the protection of Bonita Creek with respect to its water quality, in accordance with the standards set forth in ADEQ rule, Arizona Administrative Code R18-11-12(H)(7).
- G. Current and future population growth within the Gila Valley will continue to increase the demand for potable water from the Bonita system. Management of sensitive cultural and natural resources including pictographs, native fish and threatened and endangered species highlights the need for coordination of any future Bonita system development.

III. Purposes

The purposes of this MOU are:

- A. To provide an overall understanding of the needs, concerns, objectives, intent, duties, and responsibilities of the Parties, and provide a framework for cooperation in

meeting their respective rights and obligations in management of the Bonita Creek watershed.

- B. To facilitate working relationships between the Parties and to encourage the Parties to work together in a cooperative manner in carrying out their objectives.
- C. To recognize the applicable laws, regulations, and planning documents which apply to the Bonita Creek watershed and which provide management tools to effectively manage the values and resources of the Bonita Creek watershed.
- D. To enable the Parties to jointly and cooperatively manage and use the Bonita Creek watershed in accordance with their respective needs and responsibilities and the needs of the public.
- E. To provide mutual communication and sharing of future actions concerning the Bonita Creek watershed within a timeframe allowing for meaningful discussion and evaluation of alternatives.
- F. To confirm the use of the Gila Box Management Plan and this MOU to implement and update, as necessary, the 10-Year Operations Plan (Appendix B).
- G. To recognize the importance of providing access, operation and maintenance for all municipal water system facilities, and protection and enhancement of the cultural and natural resources within the Bonita Creek watershed.
- H. To cooperatively manage Bonita Creek as a native fishery including, but not limited to, fish barrier construction, stream renovation to remove nonnative fish species, and reintroduction of native fish species.

IV. Authorities

- A. The authorities of the BLM to enter into this MOU include, but are not limited to:
 - 1. Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701 et seq.).
 - 2. Arizona Desert Wilderness Act of 1990 (Public Law 101-628; 104 Stat. 4469).
 - 3. Wild and Scenic Rivers Act (16 U.S.C. 1271 et seq.).
 - 4. National Historic Preservation Act (16 U.S.C. 470 et seq.).
 - 5. American Indian Religious Freedom Act (42 U.S.C. 1996, 1996a).
 - 6. Endangered Species Act (16 U.S.C. 1531 et seq.).
 - 7. National Environmental Policy Act (42 U.S.C. 4321 et seq.).

8. Executive Order 11988 – Floodplain management.
 9. Executive Order 11990 – Protection of wetlands.
 10. BLM's "Safford District Resource Management Plan", August, 1991.
 11. BLM's "Gila Box Management Plan, Environmental Assessment and Decision Record," signed January 30, 1998.
 12. BLM Manual Section 8351 – Wild and Scenic Rivers – Policy and Program Direction for Identification, Evaluation, and Management; December 22, 1993.
 13. BLM Manual Section 1820 – Tribal Consultation Under Cultural Resource Authorities, December 03, 2004.
 14. BLM Instruction Memorandum No. 98-129 issued June 25, 1998.
- B. The authorities of Safford to enter into this MOU include, but are not limited to:
1. Arizona Administrative Code, Title 18 - Environmental Quality, Chapter 11 - Department of Environmental Quality Water Quality Standards.
 2. Arizona Administrative Code R18-11-112(H)(7).
 3. Arizona Constitution and statutes, along with City of Safford ordinances and resolutions giving authority to the Mayor, City Manager, and the Utility Director or his designee to enter into agreements.

V. Roles and Responsibilities

- A. BLM responsibilities:
1. BLM is responsible for the conservation, protection, and enhancement of the riparian and associated areas within the Bonita Creek Canyon for aquatic, fish and wildlife, water quality, archaeological, paleontological, scientific, cultural, recreational, educational, scenic, and other resources and values in accordance with applicable laws.
 2. BLM will work cooperatively and in a prompt and timely manner to provide any necessary permits, rights-of-way and approvals for the operation, maintenance, monitoring, repair, replacement and expansion of the Bonita municipal water system. Issuance of permits, rights-of-way or approvals will be conditioned on the mitigation measures agreed to by the Parties in the 10-Year Operations Plan or otherwise mutually agreed upon.
 3. BLM will work cooperatively to conserve (protect and recover) threatened and

endangered species and the ecosystem on which they depend, and enter into consultation with the United States Fish and Wildlife Service concerning management actions resulting from this MOU.

4. BLM is responsible for providing protection to preserve the free-flowing character and outstandingly remarkable values of Bonita Creek identified in the Arizona Statewide Wild & Scenic Rivers Final Legislative Environmental Impact Statement in a manner consistent with the protection and full utilization of Safford's municipal water rights.
 5. BLM will provide for public health and safety of public lands subject to this MOU through law enforcement, timely facility maintenance, resource monitoring, water quality testing, and visitor contact, information, and assistance.
 6. BLM will allow public access, motorized (on designated roads) and non-motorized (unroaded), for the enjoyment and multiple-use of the public lands subject to this MOU. Use of the road system within Bonita Creek Canyon will be managed as described in the Gila Box Management Plan, BLM road standards, the 10-Year Operations Plan, and existing and future rights-of-way terms, conditions, and stipulations.
 7. BLM is responsible for management of permitted grazing within the RNCA Bonita Creek watershed in conformance with the Arizona Standards for Rangeland Health and Guidelines for Grazing Administration.
 8. BLM will manage visual resources to retain the existing character of the landscape and to maintain a low level of change to existing characteristics.
 9. In accordance with BLM Manual 8120.06D, BLM will avoid unnecessary interference with Native American religious practices. BLM will recognize and fulfill all legal obligations to identify, protect and conserve Trust resources and consult with tribes on a government-to-government basis.
 10. BLM will work cooperatively with Safford to develop management actions, planning alternatives, and mitigation as necessary to allow Safford to operate, maintain, monitor, repair, replace and expand the Bonita system, provided that each such item is consistent with applicable laws.
- B. Safford Responsibilities:
1. Safford is responsible for the operation of the municipal water system facilities in Bonita Creek to capture and deliver potable water to reach full capacity of the Safford water right (5,310.14acft.). Safford will work cooperatively with BLM to implement management actions and mitigation on lower Bonita Creek to reach that full water right capacity.

2. Safford will submit appropriate applications to BLM to amend existing rights-of-way, if needed, should expansion of the current system be necessary to more fully utilize Safford's water rights.
3. Safford shall continue to have the right to maintain, operate, construct, repair, replace, expand and monitor all municipal water system facilities in the Bonita Creek Canyon and on established water transmission rights-of-way in accordance with the 10-Year Operations Plan and rights-of-way terms, conditions, and stipulations. Safford shall consult with the BLM for actions outside the scope of the 10-Year Operations Plan.
5. Safford is responsible for road maintenance on the roads utilized for access to the municipal water system facilities that are not public roads maintained by the BLM. Road maintenance will be provided on an as-needed basis and must be to BLM road standards as described in the 10-Year Operations Plan (Appendix B).
6. Safford will use the road system within the Bonita Creek Canyon in compliance with management requirements described in the Gila Box Management Plan, BLM road standards, the 10-Year Operations Plan, and existing and future rights-of-way terms, conditions, and stipulations.
7. Safford will perform all work on BLM public lands in accordance with the 10-Year Operations Plan and the mitigation measures set forth therein or as otherwise mutually agreed upon.
8. Safford may prosecute offenses involving City of Safford property or facilities.
9. Safford will comply with Arizona public records laws for all documents created and collected in support of their own responsibilities.

C. Parties responsibilities:

1. The Parties will work in cooperation to plan for future growth of the municipal water system in Upper Bonita Creek Canyon and will implement the 10 Year Operation Plan for operation, maintenance, and expansion of the existing water system in Lower Bonita Creek during and/or beyond the life of this MOU.
2. The Parties will work in cooperation on any road construction on public land related to municipal water system facilities. Road construction will be performed in accordance with the 10-Year Operations Plan and existing or future rights-of-way terms, conditions, and stipulations. New road location(s) on public land will be mutually agreed upon with the minimum amount of construction on the Bonita Creek floodplain.
3. The Parties will work cooperatively to manage Bonita Creek as a native fishery including, but not limited to, fish barrier construction, stream renovation to

remove nonnative fish species, and reintroduction of native fish species.

4. The Parties agree that nothing in this MOU will be construed as limiting or affecting in any way the authority or legal responsibility of either Party, or as binding the Parties to perform beyond their respective authority, or as requiring the Parties to assume or expend any sum in excess of appropriations available. This MOU shall not be construed to relinquish any valid existing rights of either Party.
5. The Parties agree that all documents created, collected, or provided in support of any BLM or mutual responsibilities stated in this MOU become part of the official record maintained and controlled by the BLM. All requests for release of BLM-controlled information to anyone outside of the Parties must be determined by BLM in compliance with the Freedom of Information Act (FOIA), the Privacy Act, and/or other applicable provisions of federal law or regulation. Safford will maintain control of all documents created, collected, or provided in support of Safford-only responsibilities (i.e., prosecution of offenses involving City of Safford property or facilities).
6. This MOU outlines the purposes, roles and responsibilities of the Parties to establish a common foundation upon which to manage the Bonita Creek watershed. It is the responsibility of each Party to take all appropriate steps to meet the purposes of this MOU.
7. The 10-Year Operations Plan (Appendix B) provides specific actions and mitigations agreed upon by both parties to operate and maintain the Bonita Creek municipal water system. The 10-Year Operations Plan will be reviewed by the Parties annually and amended as necessary. Safford's City Manager is authorized to execute amendments to the 10-Year Operations Plan on behalf of Safford. The Safford Field Manager is authorized to execute amendments to the 10-Year Operations Plan on behalf of the BLM. A copy of all executed amendments will be provided to the BLM for inclusion in the official file.

VI. Designated Representatives

The Parties will designate representatives and backup representatives as specified in Appendix C to ensure coordination during the implementation of this MOU. The Parties may change their point of contact at any time by providing a revised Appendix C to the other Party and to the BLM for inclusion in the official file.

VII. Funding

Subject to the availability of funds and necessary authorization therefore, each Party hereto agrees to fund their own expenses associated with the implementation of this MOU.

VIII. Tribal Consultation

- A. The BLM shall engage in government-to-government consultation with affected Native American tribe(s) during all phases of this process, in accordance with applicable federal statutes, regulation and other authorities, including the National Environmental Policy Act, National Historic Preservation Act, Federal Land Policy and Management Act, American Indian Religious Freedom Act, and Executive Order 13007 on Indian Sacred Sites. This MOU in no way affects the responsibility of the BLM and the authority of affected tribe(s) to engage in these government-to-government consultations. To the extent the BLM receives any Trust data as a function of the requirement to conduct government-to-government consultations with affected Indian tribes, the BLM certifies that it will accord such data all necessary protection and security pursuant to applicable statutes, regulations, and policies, including those set forth in the context of any applicable litigation.
- B. Safford representative shall have the right to be present at any government-to-government consultation with Indian tribe(s) and shall have access to any policies, rules and data used in consultations regarding its presence, rights and authority in the Bonita Creek watershed.

IX. Records

Due to homeland security concerns and as required by Title IV of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002 (P.L. 107-188; 116 Stat. 194), exact locations of water supply systems and associated infrastructure information are protected. All maps, information, and data related to community water supply systems must be stored in secure locations and protected from release to the general public. Any requests for records relating to the Bonita system must be processed in accordance with all applicable access laws, including the Freedom of Information Act (FOIA), and in accordance with the requirements of the Public Health Security and Bioterrorism Preparedness and Response Act of 2002.

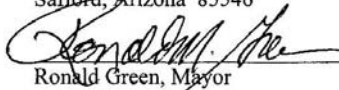
X. Implementation, Amendment and Termination

- A. This MOU becomes effective upon signature by the final approving official indicated below and may be subsequently amended through written agreement of all signatories.
- B. This MOU expires ten (10) years from the effective date unless terminated, extended or renewed (in writing).
- C. Either Party may terminate this MOU prior to the expiration date by providing written notice of termination to the other Party.

XI. Signatures

The Parties hereto have executed this MOU on the dates shown below:

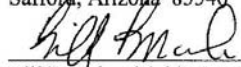
City of Safford
717 Main Street
Safford, Arizona 85546



Ronald Green, Mayor

Date Oct. 18, 2006

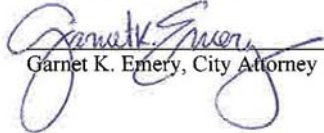
U.S. Department of the Interior
Bureau of Land Management
Safford Field Office
711 14th Avenue
Safford, Arizona 85546



Bill Brandau, Field Manager

Date Oct 18, 2006

APPROVED AS TO FORM:



Garnet K. Emery, City Attorney

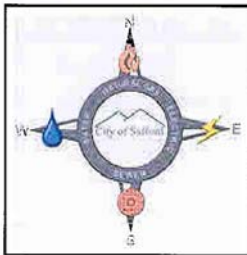
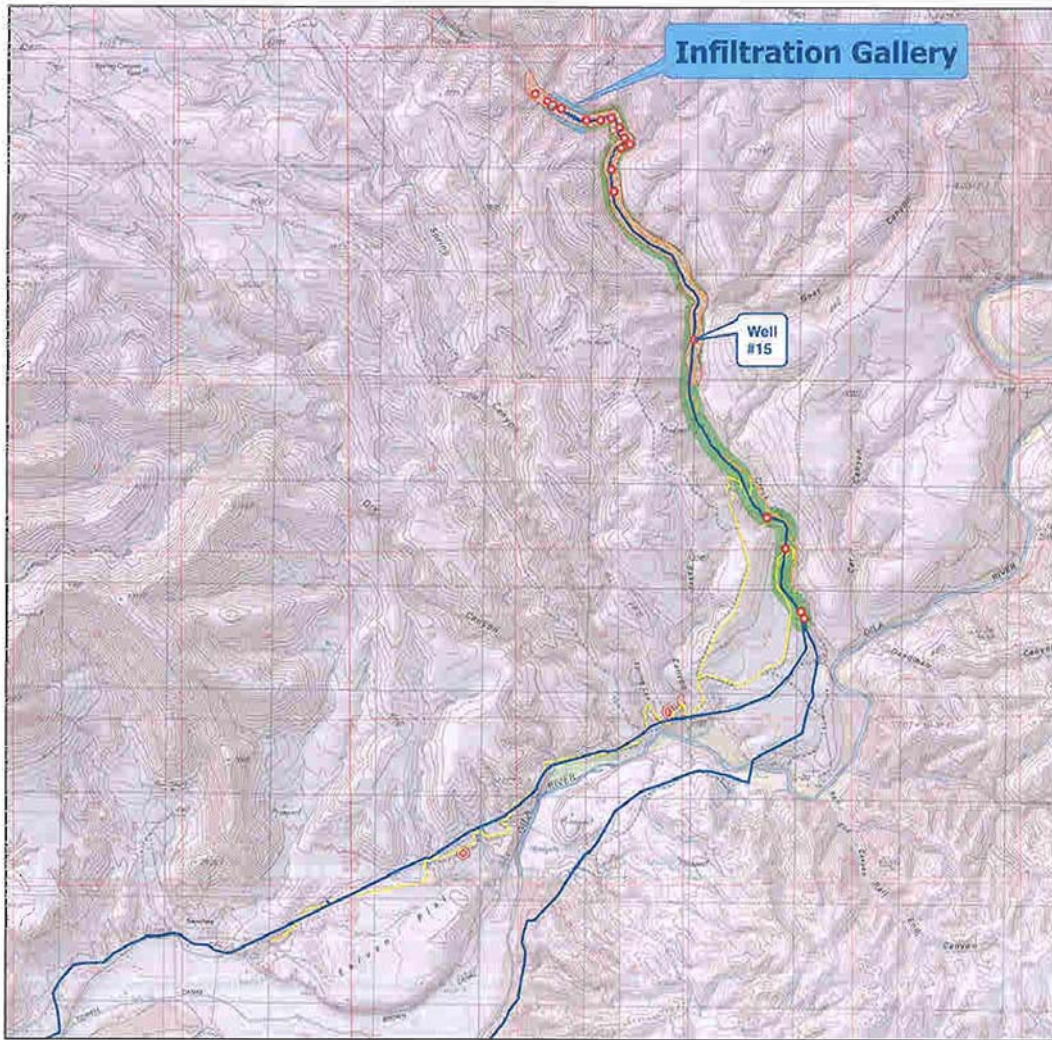
Date 11 Oct 2006

Appendix A

Bonita Creek Map

(As attached)

Appendix A



- | | |
|--------------------------------|------------------------------|
| Water Wells | Beaver Dams Free Area |
| Water Production Sites | Infiltration Gallery |
| Existing Transmission Pipeline | Temporary Transmission Mains |
| BLM Level 3 | Native Material Pits |
| BLM Level 2 | |



Bonita Creek
Memorandum of Understanding

Appendix B
10-Year Operations Plan
(As attached)

Bonita Creek Water Production and Delivery System
10 Year Operation and Maintenance Plan
August 9, 2006

Plan Objectives

1. Maintain the Bonita Creek watershed as a permanent and reliable source of pristine quality, potable water while ensuring the use, protection and enhancement of natural and cultural resources.
2. Develop and implement management actions, mitigation and monitoring for perpetual replacement, upgrading and expansion of the water system facilities to meet full capacity of the Safford water right in Lower Bonita Creek while ensuring the use, access, protection and enhancement of natural and cultural resources.
3. Plan for municipal potable water production and delivery development in upper Bonita Creek while ensuring the use, protection and enhancement of natural and cultural resources.
4. Maintain and stabilize areas immediately adjacent to water system pipelines, wells, water collection sites, water source sites, and pumping facilities in such a manner as to reduce the impact to natural and cultural resources.
5. Maintain the road system, to and within the Bonita Creek watershed, for access and maintenance of water system facilities in such a manner as to reduce the impact to natural and cultural resources.
6. Provide public education concerning the importance of Bonita Creek natural and cultural resource use, protection and enhancement, and the role of Safford in providing potable water to the community.
7. Conserve, protect and enhance the natural and cultural resources, including recovery of gila chub and propagation of special status species within the Bonita Creek watershed while allowing for full capacity use of the Safford municipal water right.

General Stipulations

1. Provide written notice to BLM for proposed operation and maintenance work beyond the scope of the 10 Year Maintenance Plan, including work to be accomplished, beginning and ending date, crew size, and project equipment.
2. Provide fire control equipment at each project maintenance site including fire extinguishers, hand tools, 2 inch pump with discharge hoses, and water truck.
3. Conduct an annual review of the 10 Year Operation and Maintenance Plan.
4. Consult with BLM prior to:
 - a. construction of temporary roads
 - b. relocation of roads
 - c. Bonita Creek diversion
 - d. breaching beaver dams
 - e. if it is necessary to clear vegetation beyond the 15 foot limit from the pipe or if nesting wildlife is found.
5. Power wash vehicles and heavy equipment before beginning maintenance project work.
6. Perform maintenance work on week days if at all possible.
7. Maintain all hazardous material including fuel and fueling operations at least 50 feet from the water.

8. Provide fish mortality monitoring down stream for creek fording of more than three Safford vehicles, or combination of Safford and BLM vehicles, in a group.

Access and Roads

1. Maintain the following roads to BLM Level III standard (see map no.1): Roads where management objectives require the road to be open seasonally or year-round for commercial, recreation or high volume administrative access. Typically, these roads are natural or aggregate surfaced, but may include low use bituminous surfaced roads. These roads have defined cross section with drainage structures (e.g., rolling dips, culverts, or ditches). These roads may be negotiated by passenger cars traveling at prudent speeds. User comfort and convenience are not considered a high priority.
 - a. Kearny Camp Road from Sanchez Road to West Bonita Rim Road.
 - b. West Bonita Rim Road from Kearny Camp Road to Bonita Creek Road.
 - c. Bonita Creek Road grade down to Bonita Creek.
 - d. Bull Gap Road from Kearny Camp Road to the water facility building.
2. Maintain the following road to BLM Level II standards (see map no.1): Roads where the management objectives require the road to be opened for limited administrative traffic. Typically, these roads are passable by high clearance vehicles. Drainage structures are to be maintained as needed. Grading is conducted as necessary to correct drainage problems. Brushing is conducted as needed to allow administrative access. Slides may be left in place provided they do not adversely affect drainage.
 - a. Bonita Creek Road and temporary access roads to the pipeline and water system facilities within Lower Bonita Creek from the existing water infiltration system down stream to the Bull Gap Road.
3. Temporary road construction will occur on an as needed basis to provide vehicle access to water system facilities within Lower Bonita Creek. Safford will consult with BLM prior to construction of temporary roads. Temporary roads will be constructed with a roadway just wide enough to allow maintenance vehicles, equipment and crews to access the work site safely. During use of the temporary roads portable barricades will be installed to prevent unauthorized access. Following completion of the maintenance work all temporary roads will be closed with a vehicle barrier to prevent unauthorized access.
4. Heavy equipment will be used to move obstacles such as brush, trees, boulders, tree stumps and snags, and to create creek diversions, allowing access to the pipeline and other facilities. Safford will consult with BLM prior to any creek diversion. Trees and snags greater than 6 inches in diameter should remain intact if possible. Beaver ponds may be lowered if necessary to reach the maintenance site. Travel in Bonita Creek will be limited to the minimum necessary to reach the maintenance site. Equipment used to construct/maintain roads and other facilities include but shall not be limited to: bull dozer, loader, excavator, grader, crane, welders, dump truck, water truck, heavy trucks with trailers.
5. Roads will be maintained or rebuilt, in case of flood or other natural disaster, in the same location as before the event if possible. Safford will consult with BLM prior to any road relocation.
6. Bonita Creek road crossings will be reestablished following flood events. Crossings will be reconstructed to a 90 degree angle with Bonita Creek whenever possible. Native materials will be used to stabilize the creek crossings. Road berms or material stockpiles near creek and wash crossings will be pulled back into the road bed or spread evenly to prevent stream flow alterations.

7. Native materials pits (see map no.2) will be designated and the material used to stabilize and maintain access roads and other water system facilities.
8. BLM and Safford will work cooperatively to establish right-of-ways necessary to ensure effective operation of the municipal water system while reducing potential adverse impacts to the RNCA.

Well Monitoring and Maintenance

1. Safford shall have the right to pump test all wells currently in production bi-annually, and to pump test all non-production wells annually (see map no.3). Well flow data will be recorded including draw down and rate of recovery.
2. Safford shall have the right to sample and analyze water from all Safford wells as necessary to comply with all applicable drinking water laws, Safford's Emergency Operations Plan and Safford policy.
3. Safford shall have the right to inspect all wells for storm and flood damage and vandalism on an as needed basis.
4. Safford shall have the right to install protective shields on any well casings on an as needed basis.

Pipeline Monitoring and Maintenance

1. Safford shall have the right to inspect the entire pipeline from the infiltration gallery to Safford (see map, MOU, Appendix A).
2. Safford shall have the right to replace pipeline sections on an as needed basis.
3. Safford shall have the right to install steel shields on the pipeline where rock slides may be a hazard.
4. Safford shall have the right to remove all brush, trees and over-hanging limbs less than 6 inches in diameter approximately 15 feet from the pipe. Safford shall scatter the cuttings and allow the cuttings to decompose naturally. Safford shall inspect trees and limbs for nesting wildlife before cutting. Safford will consult with BLM if nesting wildlife is found, or if it is necessary to clear vegetation beyond the 15 foot limit.
5. Safford shall have the right to replace at least 10 percent of the pipeline concrete support pillars and cable hangers annually, and to replace anchor pins as needed. This includes welding patches or saddles on the pipe at each concrete pillar.

Water Resource Development

1. Safford shall have the right to increase the size of the permanent water transmission mains to allow transport of Safford's total water right allotment.
2. Safford shall have the right to provide temporary water transmission mains, 16 to 24 inch pipe, joined by butt fusion (see map, MOU, Appendix A). Temporary transmission mains will be laid on the canyon floor, or anchored to the canyon wall or secured by pilings. Temporary transmission mains will be in operation while permanent water sources and mains are being developed and during emergencies.
3. Safford shall have the right to provide generators with fuel storage tanks at each water production site (see map no.4). Generator and fuel storage sites must meet current law and regulation for operating near surface water.

Natural, Cultural, Recreation and Visual Resources

1. Safford, BLM, Bureau of Reclamation, and Fish and Wildlife Service will cooperatively implement mitigation measures for the gila chub including, but not limited to, construction of a fish barrier followed by stream renovation and fish planting.
2. Beaver dams may be breached to provide access to maintenance work sites along the pipeline. Bonita Creek, from the infiltration gallery to well #15, approximately one mile, can be maintained free of beaver dams (see map no.5). Land ownership in this section of Bonita Creek is approximately .5 mile of Safford private property and .5 mile of public land (see map no.5).
3. Safford, BLM and US Geological Survey will work cooperatively to install a stream flow monitoring station below the fish barrier.
4. Safford will monitor and record stream flow readings as needed at the monitoring stations above and below the infiltration gallery.
5. BLM will monitor and record condition assessments of the Plumed Serpent cultural site on a quarterly basis. Protective measures will be implemented on an as needed basis.
6. Safford and BLM will develop an outdoor classroom lesson plan to discuss the enhancement, protection and use of natural, cultural and recreation resources within the Bonita Creek Canyon.
7. Safford and BLM will provide regulatory and interpretation signing for protection and environmental education of natural, cultural and recreation resources within the Bonita Creek Canyon.
8. BLM will provide weekly law enforcement and non-law enforcement resource protection and monitoring. BLM and Safford will provide weekly visitor contact, information and assistance patrols.
9. Safford and BLM will provide weekly City Campground monitoring and maintenance.
10. Safford will replace the existing pit toilet with a vault toilet.
11. Safford and BLM will work cooperatively to retain the existing character of the landscape. The level of change to the characteristic landscape should be low. Management activities may be seen, but should not attract the attention of the casual observer. Any changes must repeat the basic element of form, line, color, and texture found in the predominant natural features of the characteristic landscape.
12. Safford, BLM and Fish and Wildlife Service will work cooperatively to implement monitoring and mitigation within Bonita Creek Canyon for the following list of sensitive species.

Sensitive Species for Bonita Creek

Native Fish:

Threatened and Endangered Species (USFWS)

Wildlife of Special Concern (Arizona)

Gila chub (*Gila intermedia*)

Sensitive Species (BLM)

Longfin dace (*Agosia chrysogaster*)

Speckled dace (*Rhinichthys osculus*)

Sonora sucker (*Catostomus insignis*)

Desert Sucker (*Pantosteus clarki*)

Amphibians and Reptiles:

Wildlife of Special Concern (Arizona)

Lowland Leopard Frog (*Rana yavapaiensis*)

Mexican Garter Snake (*Thamnophis eques*) Petition for listing

Birds:

Threatened and Endangered Species (USFWS)

Southwestern Willow Flycatcher (*Empidonax extimus traillii*)

Cactus Ferruginous Pygmy Owl (*Glaucidium brasilianus cactorum*)

Bald Eagle (*Haliaeetus leucocephalus*)

Wildlife of Special Concern (Arizona)

Western Yellow-billed Cuckoo (*Coccyzus americanus occidentalis*) Candidate for listing

Belted Kingfisher (*Ceryle alcyon*)

Common Black Hawk (*Buteogallus anthracinus*)

Mammals:

Species of Concern (USFWS)

Cave Myotis (*Myotis velifer*)

Fringed Myotis (*Myotis thysanodes*)

Long-legged Myotis (*Myotis volans*)

Small-footed Myotis (*Myotis ciliolabrum*)

Western Red Bat (*Lasiurus blossevillii*) Also, Wildlife of Special Concern (Arizona)

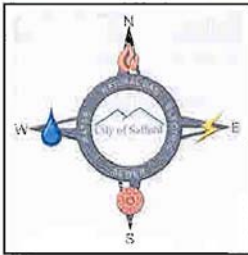
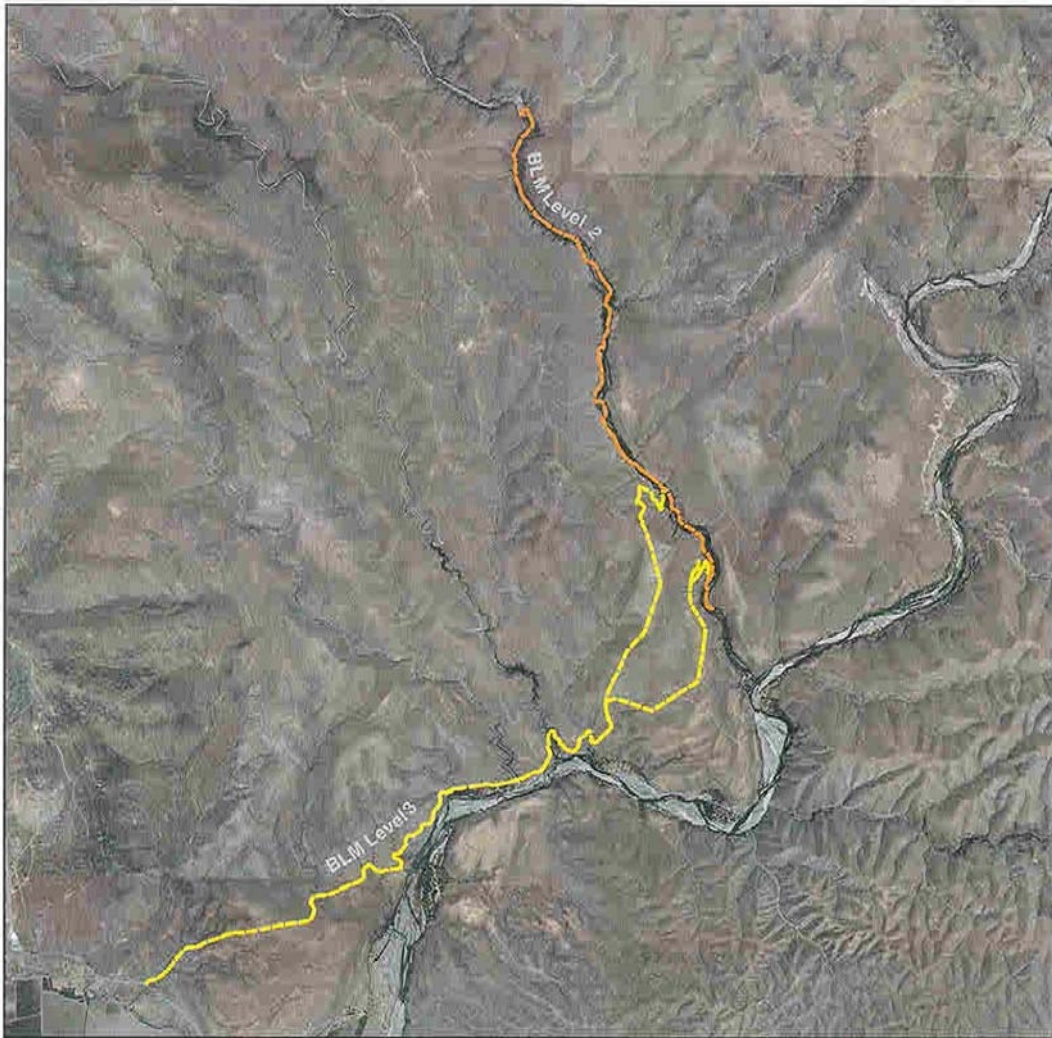
Plants:

Species of Concern (USFWS)

Special Status Species (BLM)

Aravaipa Sage (*Salvia amissa*)

Appendix B



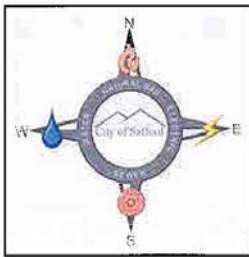
Map 1 of 5

- BLM Level 3
- BLM Level 2



Level II and III Roads
Bonita Creek
10 Year Operations Plan

Appendix B



Map 3 of 5

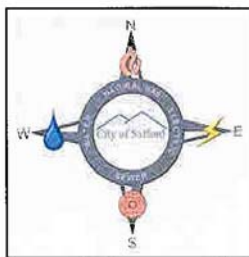
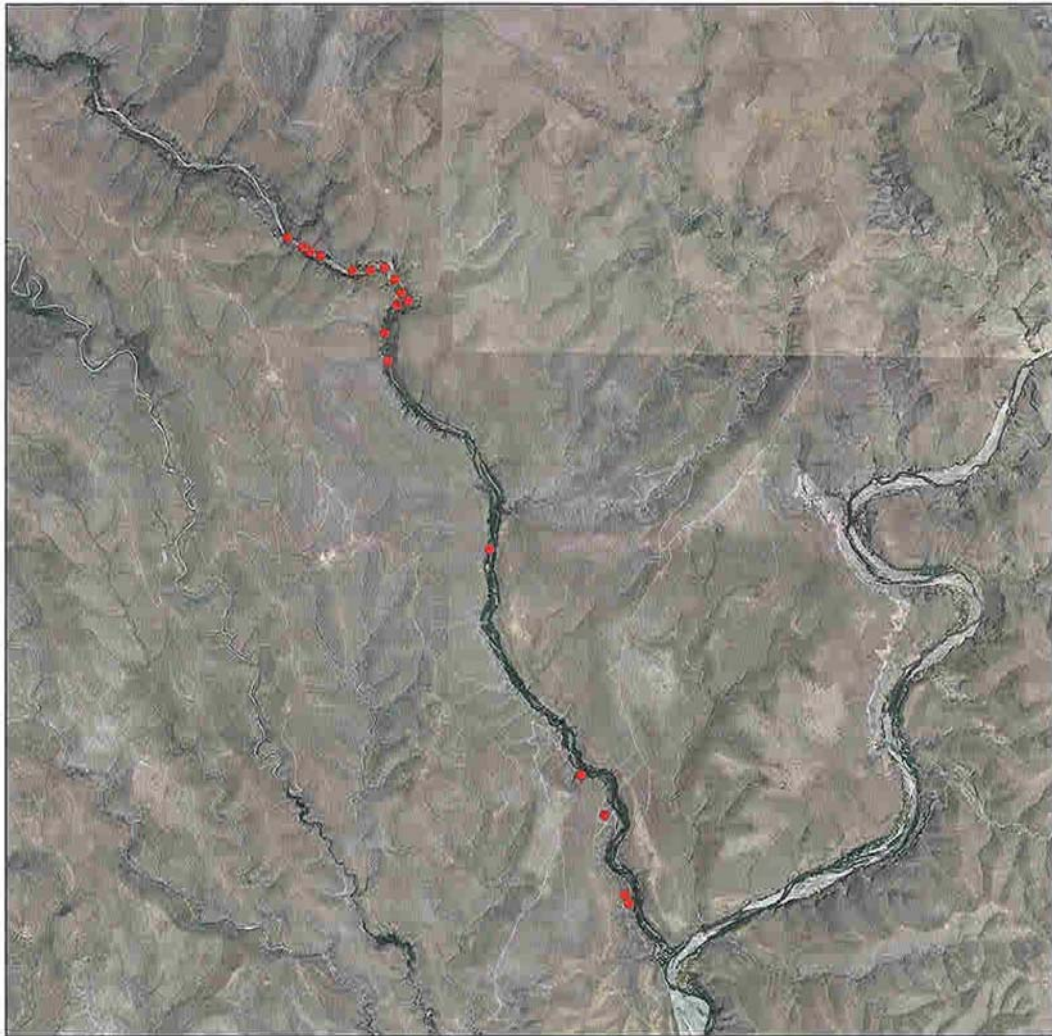
• Water Wells

Water Wells

Bonita Creek
10 Year Operations Plan



Appendix B



Map 4 of 5

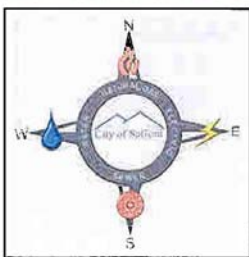
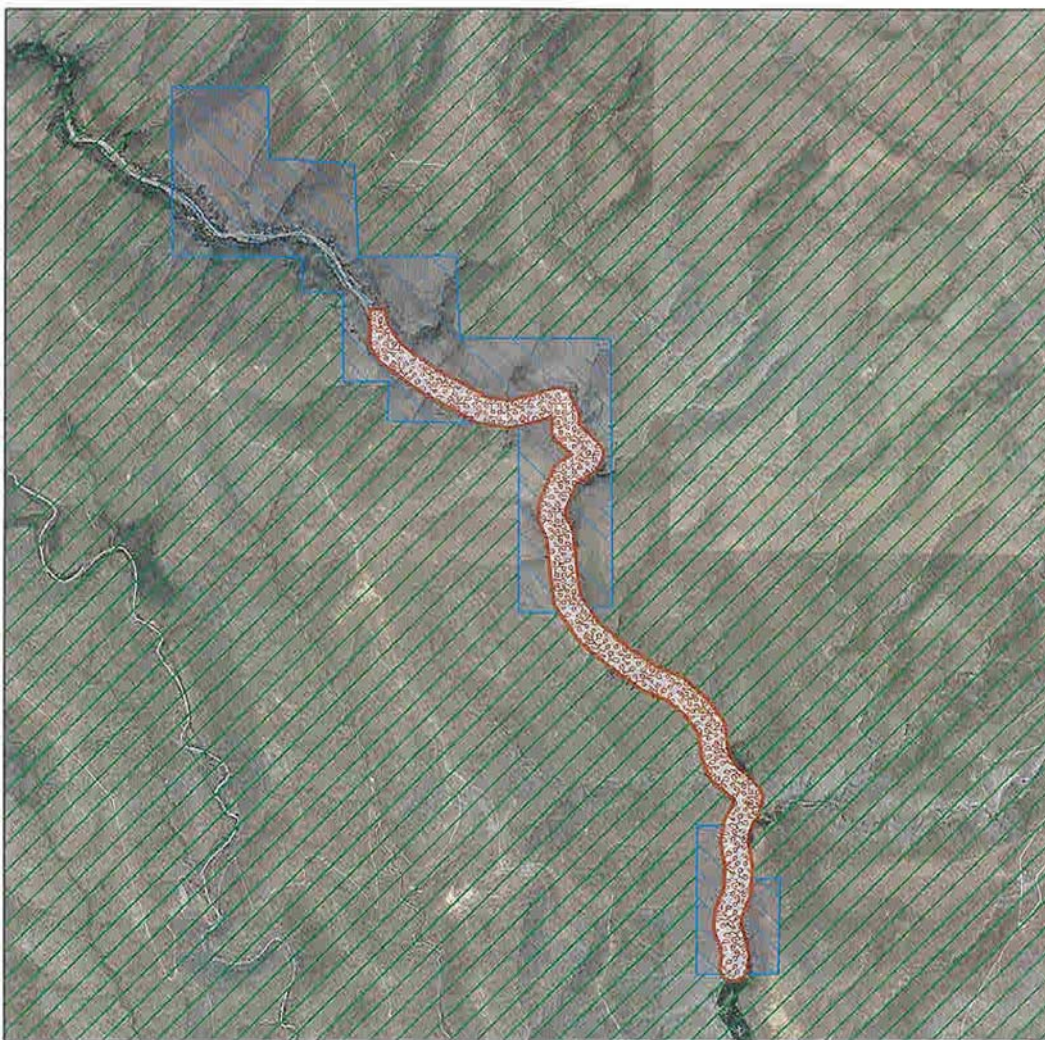
• Water Production Sites

Water Production Sites

***Bonita Creek
10 Year Operations Plan***



Appendix B



Map 5 of 5

-  Beaver Dams Free Area
-  BLM
-  Private



Dams Free Area

Bonita Creek

10 Year Operations Plan

Appendix C

Designated Representatives

BLM:

Primary - Name: Jeff Wilbanks
Title: Lead Outdoor Recreation Planner
Phone: (928) 348-4573
Fax: (928) 348-4450

Backup - Name: Tom Schnell
Title: Assistant Field Manager
Phone: (928) 348-4420
Fax: (928) 348-4450

Safford:

Primary - Name: Eric Buckley
Title: Water Division Manager
Phone: 928/348-3143, Ext 354
Fax: 928/348-3150

Backup - Name: Jay Howe
Title: Utilities/Public Works Director
Phone: 928/348-3143, Ext 346
Fax: 928/348-3150

RESOLUTION NO. 06-051

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SAFFORD APPROVING AND ADOPTING THE "MEMORANDUM OF UNDERSTANDING BETWEEN THE UNITED STATES DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT SAFFORD FIELD OFFICE AND THE CITY OF SAFFORD, ARIZONA" AND ITS ACCOMPANYING "BONITA CREEK WATER PRODUCTION AND DELIVERY SYSTEM 10 YEAR OPERATIONS AND MAINTENANCE PLAN AUGUST 9, 2006."

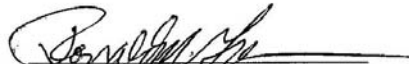
WHEREAS, the City of Safford owns and maintains a municipal water production and delivery system in the area known as Bonita Creek; and

WHEREAS, the United States Department of the Interior, Bureau of Land Management, has stewardship over the management of public lands co-located with City owned water production and delivery facilities; and

WHEREAS, the City and the Bureau desire to fulfill their individual responsibilities while maximizing cooperation amidst sometimes competing interests;

NOW THEREFORE BE IT RESOLVED, by the Mayor and City Council of the City of Safford, that the "Memorandum of Understanding Between the United States Department of the Interior Bureau of Land Management Safford Field Office and the City of Safford, Arizona" and its accompanying "Bonita Creek Water Production and Delivery System 10 Year Operations and Maintenance Plan August 9, 2006" attached hereto and incorporated herein, is hereby adopted and approved; and further, the Mayor is authorized and directed to execute the memorandum.


PASSED, ADOPTED, AND APPROVED by the Mayor and City Council of the City of Safford this 28th day of August, 2006.


Ronald M. Green, Mayor

ATTEST:


Georgia Luster, CMC
City Clerk

APPROVED AS TO FORM:


Garnet K. Emery
City Attorney

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest: 
Georgia Luster, City Clerk, City of Safford, Graham
County, State of Arizona.

28-Aug. 2006