

# RECLAMATION

*Managing Water in the West*

## **Finding of No Significant Impact and Environmental Assessment**

**Maintenance Complex and District Office Title Transfer  
Arbuckle Master Conservancy District, Oklahoma**

**FONSI NUMBER: 14-01-OK-AP**



U.S. Department of the Interior  
Bureau of Reclamation  
Great Plains Region  
Oklahoma-Texas Area Office  
Austin, Texas

August 2014



## **Mission Statements**

The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

# Finding of No Significant Impact

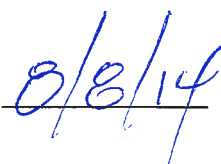
**Maintenance Complex and District Office Title Transfer  
Arbuckle Master Conservancy District, Oklahoma**  
Oklahoma-Texas Area Office, Great Plains Region

FONSI NUMBER: 14-01-OK-AP

Approved: \_\_\_\_\_

  
Mark Treviño, Area Manager

Date: \_\_\_\_\_





U.S. Department of the Interior  
Bureau of Reclamation  
Great Plains Region  
Oklahoma-Texas Area Office  
Austin, Texas

August 2014

## **BACKGROUND**

On August 24, 1962, Public Law 87-594, authorized the U.S. Bureau of Reclamation (Reclamation) to construct, operate and maintain the Arbuckle Federal reclamation project (Project), for the principal purposes of storing, regulating and furnishing water for municipal, domestic and industrial use, controlling floods, conservation and development of fish and wildlife, and enhancement of recreational opportunities. The Arbuckle dam and reservoir regulates flow of Rock Creek, a tributary of the Washita River in south-central Oklahoma. The Project is located about 6 miles southwest of Sulphur, Oklahoma. A Project aqueduct system furnishes raw water supplies to Ardmore, Davis, Dougherty and Wynnewood, Oklahoma, and to a major oil refinery near Wynnewood, through 17.9 miles of pipeline and one pumping plant. Sulphur, Oklahoma, also has a contract for a portion of the project water supply. The regulated flows are also delivered to the Ardmore Industrial Air Park through a pipeline constructed by the City of Ardmore. The dam, District Office, and Maintenance Complex including shop buildings and caretaker residence are currently owned by the United States, under the jurisdiction of Reclamation. The Project is operated and maintained by the Arbuckle Master Conservancy District (District) under Contract 14-06-500-894 with Reclamation. Public recreation at the lake is managed by the National Park Service (NPS) as the Chickasaw National Recreation Area (CNRA), by Public Law 94-235, dated March 17, 1976.

National Environmental Policy Act of 1969 (NEPA) requires federal agencies to integrate environmental considerations into their decision-making processes by considering the environmental impacts of their proposed actions and reasonable alternatives to those actions. Based on the scope of the proposed project, it was determined that an EA would be necessary to evaluate impacts of the proposed project, and to determine whether, (1) a Finding of No Significant Impact (FONSI) may be issued or (2) impacts were significant and warrant preparation of an Environmental Impact Statement. Based on the evidence provided in the EA, it was determined that impacts to the environment were insignificant and that a FONSI may be issued.

## **PURPOSE AND NEED**

The purpose of the proposed action is to transfer, in fee title, those facilities that could be efficiently and effectively managed by non-Federal entities and that are not of national importance. The District has requested title transfer of the District office (0.83 acres), maintenance complex (2.0 acres), and associated lands. The District office is located 1.25 miles east of the City of Davis on Hwy 7 (Figure 1). The maintenance complex is located a 0.5 mile west of the Arbuckle Dam on Hwy 110 (Figure 1). Under the proposed action Reclamation would transfer ownership of these facilities and divest the United States of their interest, responsibility, and liability associated with the identified facilities at the Arbuckle Project and the District would assume sole ownership.

## **PUBLIC INVOLVEMENT**

The public was also provided opportunity to comment on the Draft EA from July 7<sup>th</sup> 2014 to August 5<sup>th</sup> 2014. No comments were received during this period.

## **ALTERNATIVE – PROPOSED ACTION**

Under this alternative, Reclamation would transfer ownership of the District office, maintenance complex and associated lands to the Arbuckle Master Conservancy District. The District would assume sole ownership of the facilities and Reclamation would divulge all rights and responsibilities to the District. There would be no change in current operations.

Reclamation has prepared an EA which analyzes the potential impacts of this and a no action alternative. The EA is hereby made part of this finding by attachment.

## **CONCLUSIONS OF FACT**

Based on the evidence presented in the Final EA, I have drawn the following conclusions about the potential impacts of the proposed action:

### **Environmental Impacts**

I find that the proposed action would have insignificant environmental impacts.

- The Preferred Alternative would entail only a change of ownership of the facilities and associated lands without construction of further facilities or a change of land use.

### **Public Health or Safety**

I find that public health and safety in the project area would not be affected by the proposed action.

- The Preferred Alternative would require no construction or interruption of water supplies.

### **Unique Characteristics**

I find that the proposed action would not affect refuges, park lands, prime and unique farmlands, wetlands, wild and scenic rivers, rivers in the national inventory, floodplains, or ecologically critical areas. During the EA analysis, the geographic area potentially affected by the project was surveyed for these unique characteristics, and each was found absent.

### **Controversial Impacts**

I find that the nature and extent of the potential impacts to the quality of the human environment from the proposed action are not controversial. Reclamation provided an opportunity to comment on the EA. During the 30-day review period, Reclamation received no comments.

### **Uncertain Impacts**

Based on existing information, I find that the nature and extent of the potential impacts to the quality of the human environment from the proposed action are

known with a high degree of certainty, and that there are no unique risks associated with any aspect of the proposed action.

### **Precedent**

I find that the proposed action would not establish a precedent for future actions with significant effects or represent a decision in principle about a future consideration.

### **Cumulative Impacts**

I find that the proposed action is not related to other actions with individually insignificant but cumulatively significant impacts.

### **Historical and Cultural Resources**

I find that the proposed action would not significantly nor adversely affect any district, site, highway, structure or object listed in or eligible for listing in the National Register of Historic Places.

### **Endangered Species**

I find that the proposed action would not affect the species listed in Murray County, OK under the Endangered Species Act as threatened or endangered, nor any designated critical habitat.

### **Other Laws**

I find that the proposed action would be consistent with Federal, State and local laws, as well as requirements imposed for the protection of the environment.

- The Migratory Bird Treaty Act would not be violated because no construction activities are anticipated and woody vegetation, including trees, would not be removed.
- There are no foreseeable aesthetic changes associated with the Preferred Alternative, thus no effect on the quality of the human perceptual experience.
- The preferred alternative would have no effect of greenhouse gas emissions or affect climate change, due to this being an administrative change of ownership, not a change in operation of the Project.
- There are no disproportionately high or adverse human health or environmental effects from the preferred alternative and this alternative would have no effect on any minority or low-income populations.
- Due to the absence of Native American Trust Assets in the region, no effect would occur on associated resources by any of the alternatives analyzed.
- There would be no effect to the U.S. Treasury associated with the proposed title transfer, because the District has satisfied their repayment contract. Because decisions regarding the sale and use of water from the Project, including water rates, are independently determined by the District without Federal involvement, title transfer would not affect financial conditions in the region.

- A total of three census tracts would be impacted. None are considered low-income or minority populations. Therefore, the proposed action would not disproportionately affect such populations.

### **FINDING OF NO SIGNIFICANT IMPACT**

Based on the evidence presented in the Final EA and upon the conclusions of fact presented above, I find that the proposed action would not significantly affect the quality of the human environment and that preparation of an Environmental Impact Statement is not warranted.



# RECLAMATION

*Managing Water in the West*

Maintenance Complex and District Office Title Transfer  
Arbuckle Master Conservancy District, Oklahoma



**U.S. Department of the Interior**  
**Bureau of Reclamation**  
**Great Plains Region**  
**Oklahoma-Texas Area Office**  
**Austin, Texas**

**August 2014**

## **Mission Statements**

The mission of the Department of the Interior is to protect and provide access to our Nation's natural and cultural heritage and honor our trust responsibilities to Indian Tribes and our commitments to island communities.

The mission of the Bureau of Reclamation is to manage, develop, and protect water and related resources in an environmentally and economically sound manner in the interest of the American public.

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# Introduction

On August 24, 1962, Public Law 87-594, authorized the U.S. Bureau of Reclamation (Reclamation) to construct, operate and maintain the Arbuckle Federal reclamation project (Project), for the principal purposes of storing, regulating and furnishing water for municipal, domestic and industrial use, controlling floods, conservation and development of fish and wildlife, and enhancement of recreational opportunities. The Arbuckle dam and reservoir regulates flow of Rock Creek, a tributary of the Washita River in south-central Oklahoma. The Project is located about 6 miles southwest of Sulphur, Oklahoma. A Project aqueduct system furnishes raw water supplies to Ardmore, Davis, Dougherty and Wynnewood, Oklahoma, and to a major oil refinery near Wynnewood, through 17.9 miles of pipeline and one pumping plant. Sulphur, Oklahoma, also has a contract for a portion of the project water supply. The regulated flows are also delivered to the Ardmore Industrial Air Park through a pipeline constructed by the City of Ardmore. The dam, District Office, and Maintenance Complex including shop buildings and caretaker residence are currently owned by the United States, under the jurisdiction of Reclamation. The Project is operated and maintained by the Arbuckle Master Conservancy District (District) under Contract 14-06-500-894 with Reclamation. Public recreation at the lake is managed by the National Park Service (NPS) as the Chickasaw National Recreation Area (CNRA), by Public Law 94-235, dated March 17, 1976.

This Environmental Assessment (EA), prepared to comply with the National Environmental Policy Act (NEPA), documents the direct, indirect, and cumulative environmental effects which would result from a proposed change in ownership of certain facilities associated with the Arbuckle Project.

## Purpose and Need

The purpose of the proposed action is to transfer, in fee title, those facilities that could be efficiently and effectively managed by non-Federal entities and that are not of national importance. The District has requested title transfer of the District office (0.83 acres), maintenance complex (2.0 acres), and associated lands. The District office is located 1.25 miles east of the City of Davis on Hwy 7 (Figure 1). The maintenance complex is located a 0.5 mile west of the Arbuckle Dam on Hwy 110 (Figure 1). Under the proposed action Reclamation would transfer ownership of these facilities and divest the United States of their interest, responsibility, and liability associated with the identified facilities at the Arbuckle Project and the District would assume sole ownership.

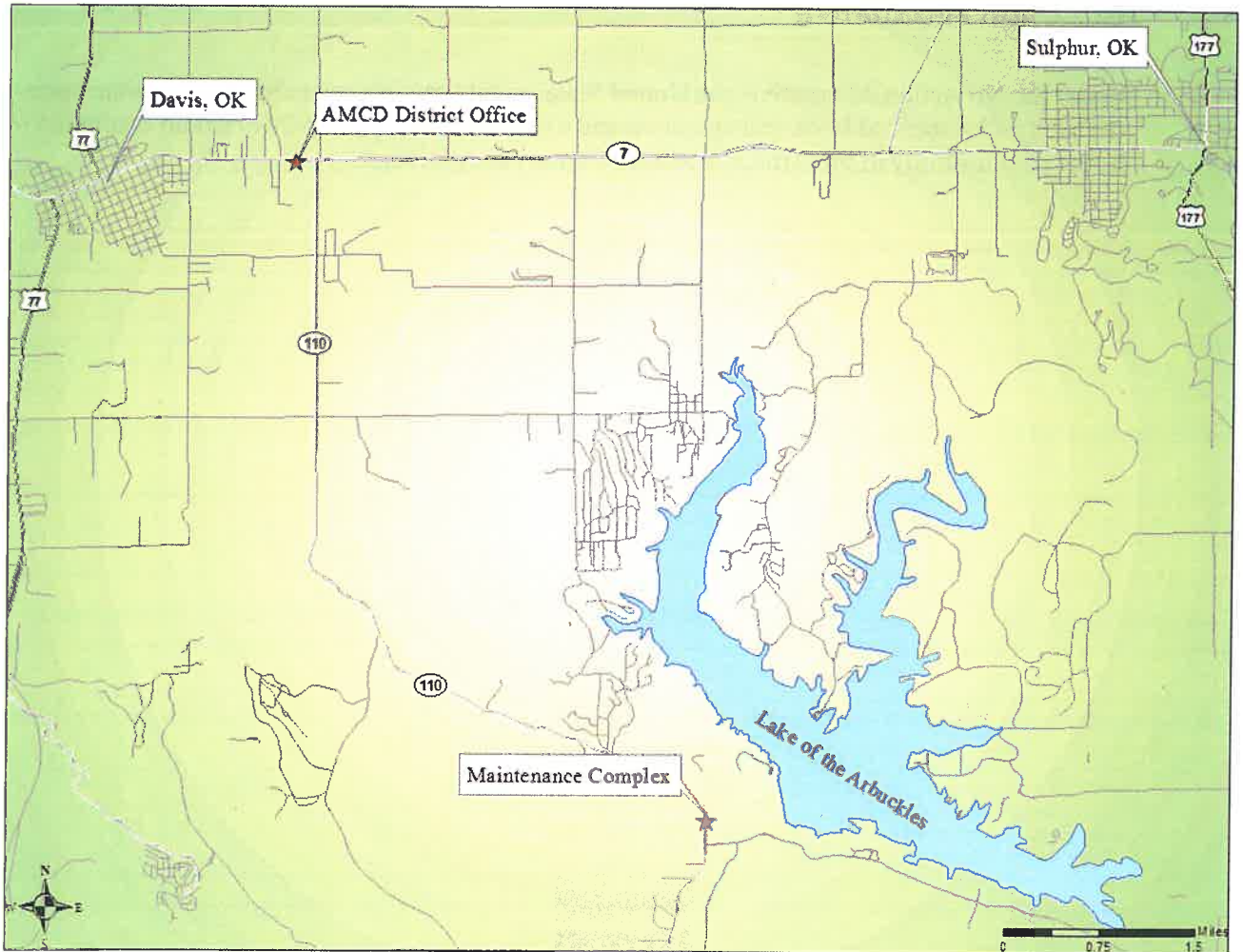
## About Title Transfer

Existing project authorization only authorizes Reclamation to transfer title on "portions of the pipelines and related facilities as are used solely for delivering project water to the users"; upon completion of the water user's repayment obligation title transfer of the pipeline and related facilities was executed December 6, 2012. Therefore, Congressional action would be required for Reclamation to divest itself of the District office, maintenance complex, and associated lands.

In general, Reclamation's policy regarding the transfer of its land and facilities requires that the agency conduct any such activities in an open and public manner, and that proposed transfers be evaluated against six broad public interest criteria before a recommendation is made to Congress. In addition to satisfying the requirements of the National Environmental Policy Act, this EA will also compare the proposed title transfer against the following six criteria:

1. The Federal Treasury, and thereby the taxpayer's financial interest, must be protected.
2. There must be compliance with all applicable State and Federal laws.
3. Interstate compacts and agreements must be protected.
4. The Secretary of the Interior's Native American trust responsibilities must be met.
5. Treaty obligations and international agreements must be fulfilled.
6. The public aspects of the project must be protected.

Figure 1



# Alternatives

## **Preferred Alternative:**

### **Fee Title Transfer of Facilities to the Arbuckle Master Conservancy District**

Under this alternative, Reclamation would transfer ownership of the District office, maintenance complex and associated lands to the Arbuckle Master Conservancy District. The District would assume sole ownership of the facilities and Reclamation would divulge all rights and responsibilities to the District. There would be no change in current operations.

## **No Action Alternative**

Under the No Action Alternative, the United States would retain ownership of the maintenance complex and associated lands and operation and maintenance responsibilities would continue to be the responsibility of the Arbuckle Master Conservancy District.

# Affected Environment and Environmental Consequences

## Wildlife and Vegetation

The project area is located in Murray County, southwest of the City of Sulphur in south-central Oklahoma in EPA Ecoregion 29 (Figure 2). The Cross Timbers Ecoregion is a mix of savanna, prairie, and woodlands and serves as the transitional area between the forested ecoregions to the east and the drier prairie ecoregions to the west. "Post oak–blackjack oak woodland and savanna are native on porous, coarse-textured soils derived from sandstone; the percentage of blackjack oak increases westward. Tall grasses are native on fine-textured, moisture deficient soils derived from limestone, shale, or marl (Woods, 2005)."

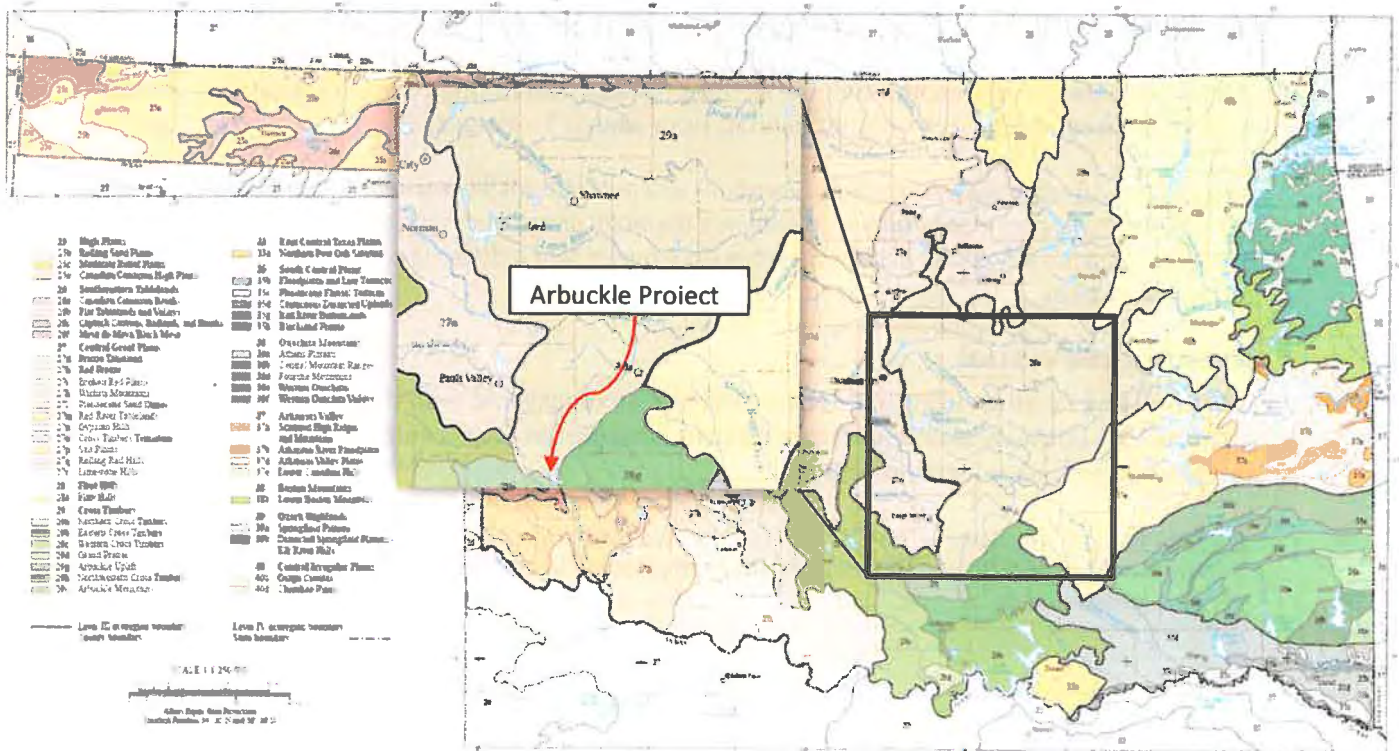
The ecoregion provides habitat for deer, turkey, waterfowl, and small mammals. The Project's common aquatic species include largemouth bass, catfish, white bass, crappie, and bluegill.

The specific areas identified for title transfer consist of well-maintained Bermuda, with few trees, and manmade structures. The identified areas provide limited habitat value for native species of the region.

*Impacts to All Alternatives - While the facilities being proposed for title transfer rest within the Cross Timbers ecoregion, the specific locations are currently well maintained and consist of mainly Bermuda grass. The proposed area is not ecologically sensitive and is insignificant to the regional ecosystem biodiversity. With no foreseeable change in operations or maintenance, Reclamation has determined that neither alternative would have an effect on wildlife or vegetation.*

Figure 2

## Ecoregions of Oklahoma



## Threatened and Endangered Species

The Endangered Species Act of 1973 gives the U.S. Fish and Wildlife Service federal legislative authority for the protection of threatened and endangered species. This protection includes a prohibition of direct take (i.e., killing, harassing) and indirect take (i.e., destruction of critical habitat).

Two threatened and endangered birds (Table 1), the whooping crane and piping plover, migrate through Murray County where the facilities are located (USFWS, 2014). The piping plover is a small to medium sized shorebird that nests on the ground and often inhabits sandy beaches and sand bars. The piping plover prefers insects and other small aquatic animals (Audubon, 2014). The whooping crane is a large migratory bird that utilizes shallow wetland habits. The whooping crane diet consists of primarily food found in wetlands or nearby agricultural lands (Audubon, 2014).

Table 1. Federally threatened and endangered species identified as occurring in Murray County, OK.

| Common Name    | Status | Potential Impact |
|----------------|--------|------------------|
| Whooping Crane | E,EXPN | None             |
| Piping Plover  | T      | None             |

E=Endangered; T=Threatened; EXPN=Experimental Population, Nonessential

*Impacts to All Alternatives - The specific locations designated for transfer are currently well maintained and consist of mainly Bermuda grass and is unsuitable habitat for any Federally listed species. Reclamation has determined that neither alternative would have no effect on any Federally listed species or critical habitat.*

## Migratory Birds

The Migratory Bird Treaty Act of 1918 in conjunction with Executive Order (EO) 13186: "Responsibilities of Federal Agencies to Protect Migratory Birds" requires agencies to ensure that NEPA analyses include an evaluation of potential effects on migratory birds.

Many bird species migrate through the Central Flyway, and through central Oklahoma. Some nest in the area, using trees or other habitat, from March 1 - August 31.

*Impacts to All Alternatives - The specific locations where title transfer would occur, provide low quality habitat, containing a monoculture of maintained Bermuda grass, and is insignificant to the ecological processes of migratory birds. Reclamation has determined that neither alternative would have an effect on migratory birds.*

## Aesthetics/Visual

The proposed facilities identified for title transfer are consistent with those in the surrounding area and any future infrastructure development is subject to local zoning, development ordinances, and other local procedures.

*Impacts to All Alternatives - There are no foreseeable aesthetic changes involved in either alternative. Reclamation has determined that neither alternative would have an effect on the quality of the human perceptual experience.*



## **Socioeconomics**

The Arbuckle Master Conservancy District markets their water supply contract allocations to customers in such a manner that provides adequate funding to meet their operations and maintenance needs of the Project facilities and water delivery systems under their jurisdiction.

*Preferred Alternative – There would be no effect to the U.S. Treasury associated with the proposed title transfer, because the District has satisfied their repayment contract. Because decisions regarding the sale and use of water from the Project, including water rates, are independently determined by the District without Federal involvement, title transfer would not affect financial conditions in the region.*

*No Action Alternative – If the U.S. retained title to the facilities, there would be no change to existing financial conditions in the region.*

## **Cultural/Indian Trust Assets**

There are no Indian Trust Assets in the proposed area. The facilities are less than 50 years old and are thus ineligible for the *National Register of Historic Places*.

*Impacts to All Alternatives –The facilities/areas proposed for transfer were surveyed for prehistoric sites and archeological sites, and none were found to be within the area of potential affect.*

## **Environmental Justice**

In February of 1994, the Administration issued Executive Order 12898: "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations", which provides that "each Federal agency make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately high and adverse human health and environmental effects of its programs, policies and activities on minority populations and low-income populations."

According to the 2010 census, Murray County, OK is comprised of 13,712 people, with 16.1% below the poverty level.

Table 2. 2010 Census Demographic Murray. Co., OK

|   |       |
|---|-------|
| <b>White alone</b>                                      | 78.9% |
| <b>Black or African American alone</b>                  | 1.7%  |
| <b>American Indian and Alaska Native alone</b>          | 12.6% |
| <b>Asian alone</b>                                      | 0.4%  |
| <b>Native Hawaiian and Other Pacific Islander alone</b> | 0.1%  |
| <b>Two or More Races</b>                                | 6.4%  |
| <b>Hispanic or Latino</b>                               | 5.3%  |

*Impacts to All Alternatives – Reclamation has determined that there are no disproportionately high or adverse human health or environmental effects from either of the identified alternatives and that these alternatives would have no effect on any minority or low-income populations.*

## **Climate Change**

Reclamation has been directed to consider and analyze potential climate change impacts when developing NEPA and other decisional documents. The Council on Environmental Quality (CEQ) has also issued draft guidance on climate change that requires federal agencies to determine whether and to what extent (1) their actions may affect climate change, and (2) how climate change may affect their actions.

"Climate change refers to a change in the state of the climate that can be identified (e.g., by using statistical tests) by changes in the mean and/or the variability of its properties, and that persists for an extended period, typically decades or longer." (IPCC, 2014).

*Preferred Alternative - Reclamation has determined that the preferred alternative would have no effect of greenhouse gas emissions or affect climate change, due to this being an administrative change of ownership, not a change in operation of the Project.*

*No Action Alternative - If the U.S. retained title to the facilities, there would be no change to existing current emission conditions in the region.*

## Summary of Environmental Consequences

### Preferred Alternative

Since the Preferred Alternative would entail only a change of ownership of the facilities and associated lands without construction of further facilities or a change of land use, there would be no direct, indirect and/or cumulative effects on wildlife, vegetation, threatened or endangered species, migratory birds, aesthetics, socioeconomics, cultural resources/Indian Trust Assets environmental justice, or climate change. Under this alternative, the District would continue to use the facilities as it has been used in the past and continue to operate in compliance with all applicable Federal, state, and local laws.

Any potential resource impacts from operation and maintenance of the facilities would be anticipated to occur regardless of ownership and cannot be attributed to a change in ownership. Anticipated future actions include continued operations and maintenance and potential replacement of aging facilities.

### No Action Alternative

Since the United States would retain ownership of the facilities and operation and maintenance would continue to be the responsibility of the District, there would be no direct, indirect, and/or cumulative effects on wildlife, vegetation, threatened or endangered species, migratory birds, aesthetics, socioeconomics, cultural resources/Indian Trust Assets environmental justice, or climate change. Operation of the facilities would continue to be the responsibility of the District under contract with Reclamation, and all Federal, state, and local laws would apply.

Table 3 Summary of Environmental Consequences

| RESOURCE                                 | Preferred Alternative | No Action Alternative |
|--|-----------------------|-----------------------|
| <b>Wildlife and Vegetation Resources</b> | No effect             | No effect             |
| <b>Threatened and Endangered Species</b> | No effect             | No effect             |
| <b>Migratory Birds</b>                   | No effect             | No effect             |
| <b>Aesthetics/Visual</b>                 | No effect             | No effect             |
| <b>Socioeconomics</b>                    | No effect             | No effect             |
| <b>Cultural/Indian Trust Assets</b>      | No effect             | No effect             |
| <b>Environmental Justice</b>             | No effect             | No effect             |
| <b>Climate Change</b>                    | No effect             | No effect             |

## Consultation and Coordination

In pursuit of its requirements under the National Historical Preservation Act, Reclamation submitted a consultation letter (dated February 5, 2014) to the Oklahoma Archeological Survey (OAS) and Oklahoma Historical Society (OHS) on the potential impacts of the Preferred Alternative to cultural and historical properties. In a letter (dated March 10, 2014), the OAS concurred with Reclamation's determination that cultural resources would not be adversely affected by the Preferred Alternative. In a letter (dated February 24, 2014) the OHS concurred with Reclamation's determination that no historic properties would be affected by the Preferred Alternative.

## References

Audubon Society. Retrieved June 6, 2014, from <http://birds.audubon.org/species/whocra-0>

Ricketts, T.H., E. Dinerstein, D.M. Olson, C.J. Loucks, and others. 1999. Terrestrial Ecoregions of North America: A Conservation Assessment. Island Press.

USFWS. Find Endangered Species.(n.d.). Endangered Species. Retrieved June 4, 2014, from <http://www.fws.gov/Endangered/>

IPCC. "Climate Change 2014: Mitigation of Climate Change" Retrieved June 6, 2014, from <http://www.ipcc.ch/report/ar5/wg2>

Woods, A., Omernik, J., Butler, D., Ford, J., Henly, J., Hoagland, B., et al. (2005, January 1). Ecoregions of Oklahoma. EPA. Retrieved June 4, 2014, from [http://www.epa.gov/wed/pages/ecoregions/ok\\_eco.htm](http://www.epa.gov/wed/pages/ecoregions/ok_eco.htm)

# Correspondence



**Oklahoma Historical Society**  
**State Historic Preservation Office**

Founded May 27, 1893

Oklahoma History Center • 800 Nazih Zuhdi Drive • Oklahoma City, OK 73105-7917  
(405) 521-6249 • Fax (405) 522-0816 • [www.okhistory.org/shpo/shpom.htm](http://www.okhistory.org/shpo/shpom.htm)

JT  
KE  
KE

February 24, 2014

Mr. Jeff Tompkins  
Bureau of Reclamation, Oklahoma-Texas Area Office  
Oklahoma City Field Office  
5924 NW 2<sup>nd</sup> St., Suite 200  
Oklahoma City, Oklahoma 73127-6514

FILED  
FEB 26 2014  
BUREAU OF RECLAMATION  
OKLAHOMA CITY, OK

RE: File #0733-14; BOR Title Transfer of Arbuckle Office & Maintenance Compound

Dear Mr. Tompkins:

We have received and reviewed the documentation submitted on the referenced project in Murray County. Additionally, we have examined the information contained in the Oklahoma Landmarks Inventory (OLI) files and other materials on historic resources available in our office. We find that there are no known historic properties affected within the referenced project's area of potential effect.

In addition to our review, you must contact the Oklahoma Archeological Survey (OAS), 111 E. Chesapeake, #102, Norman OK 73019-5111 (#405/325-7211, FAX #405/325-7604), to obtain a determination about the presence of prehistoric resources that may be eligible for the National Register of Historic Places. Should the OAS conclude that there are no prehistoric archaeological sites or other types of "historic properties," as defined in 36 CFR Part 800.16(1), which are eligible for inclusion in the National Register of Historic Places within the project area and that such sites are unlikely to occur, we concur with that opinion.

The OAS may conclude that an on-site investigation of all or part of the project impact area is necessary to determine the presence of archaeological resources. In the event that such an investigation reveals the presence of prehistoric archaeological sites, we will defer to the judgment of the OAS concerning whether or not any of the resources should be considered "historic properties" under the Section 106 review process. If sites dating from the historic period are identified during the survey or are encountered during implementation of the project, additional assessments by the State Historic Preservation Office will be necessary.

Should further correspondence pertaining to this project be necessary, please reference the above underlined file number. If you have any questions, please contact Catharine M. Wood, Historical Archaeologist, at 405/521-6381. Thank you.

Sincerely,

Melvena Heisch  
Deputy State Historic  
Preservation Officer

MH:jr

Attachment

FILE # LIST OF PROPERTIES

0733-14 BOR TITLE TRANSFER OF ARBUCKLE  
OFFICE & MAINTENANCE COMPOUND,  
LAKE OF THE ARBUCKLES, MURRAY COUNTY

1. DISTRICT OFFICE, SEC4 T1S R2E
2. SHOP, SEC31 T1S R3E
3. WAREHOUSE, SEC31 T1S R3E
4. EQUIPMENT SHED, SEC31 T1S R3E
5. SMALL SHED, SEC31 T1S R3E





*Oklahoma Archeological Survey*

THE UNIVERSITY OF OKLAHOMA

KE KE  
ST A

RECEIVED

MAR 12 2014

Bureau of Reclamation  
Oklahoma City, OK

March 10, 2014

Jeff Tompkins  
Supervisor, Land Resources Group  
Bureau of Reclamation  
Oklahoma-Texas Area Office  
5924 NW 2<sup>nd</sup> Street, Suite 200  
Oklahoma City, OK 73127-6514

Re: Proposed title transfer, District Office and Maintenance Compound,  
Arbuckle Project, Lake of the Arbuckles. Legal Description: NE ¼  
NE¼ Section 4 T 1S R2E and SW ¼ NW ¼ NW ¼ Section 31 T1S  
R3E, Murray County, Oklahoma.

Dear Mr. Tompkins:

I have reviewed the above referenced action for its potential to affect Oklahoma's prehistoric and early historic archaeological resources. A review of the site files maintained by this agency found no evidence of previously recorded or known sites within the area of potential effect. Bureau of Reclamation personnel also examined the location for archaeological sites during March 2013 with no historic or prehistoric archaeological sites identified. Thus, I have no objection to the transfer of title. However, I defer to any additional opinion you may have received from the State Historic Preservation Office.

This review has been conducted in cooperation with the State Historic Preservation Office, Oklahoma Historical Society.

Sincerely,

Robert L. Brooks  
State Archaeologist

Cc: SHPO



## **Appendix A: MOA Defining Responsibilities Related to and Implementing Title Transfer**

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**AND**

**ARBUCKLE MASTER CONSERVANCY DISTRICT**

**FOR THE PURPOSE OF DEFINING RESPONSIBILITIES RELATED TO AND  
IMPLEMENTING THE TITLE TRANSFER OF CERTAIN LAND AND  
APPURTENANCES AT THE ARBUCKLE PROJECT, OKLAHOMA**

This Memorandum of Agreement (Agreement) made this 20<sup>th</sup> day of SEPT., 2013 is made pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388) and acts amendatory thereof or supplementary thereto, between the United States of America, acting through the Bureau of Reclamation, Department of the Interior, hereinafter referred to as "Reclamation" and the Arbutckle Master Conservancy District, hereinafter referred to as "District", a political subdivision of the State of Oklahoma, formed under the Conservation Act, Title 27A of the Oklahoma Statutes, Sections 3-1-101 through 3-3-410 whose principal office is 2440 East Main, Davis, Oklahoma.

**WHEREAS**, the Arbutckle Project (Project) was authorized under Public Law 87-594, dated August 24, 1962, for the principal purposes of storing, regulating and furnishing water for municipal, domestic, and industrial use and for controlling floods and for the conservation and development of fish and wildlife, and the enhancement of recreational opportunities, and;

**WHEREAS**, the United States and the District executed Contract 14-06-500-894 for the payment of the reimbursable costs of construction, operation and maintenance and the transfer of care, operation and maintenance to the District following the completion of the Project construction, and;

**WHEREAS**, in addition, Public Law 87-594, section 2 ( c ) 2 provided for the conveyance of title "to such portions of the pipelines and related facilities as are used solely for delivering project water to the water users," and;

**WHEREAS**, such title of the pipelines and related facilities was conveyed to the District on December 6, 2012, and;

**WHEREAS**, Reclamation desires to transfer, and the District desires to accept, title to certain additional Project land and appurtenances that are not used solely for delivering project water, more specifically, Tract 7 which consists of the Maintenance Complex and Tract 220-1 which consists of the District Office, described in Exhibit "A", but transfer of the title is subject to Congressional authorization, and;

**WHEREAS**, the District plans to continue to use the described fee title land and appurtenances for the same authorized Project purposes, and;

**WHEREAS**, the District seeks legislation to provide Congressional authorization for the proposed transfer, and the District and a member of Congress have asked Reclamation to assist in seeking such legislation;

**NOW THEREFORE**, the parties agree as follows:

- 1) The District and Reclamation agree to proceed with the title transfer under the August 1995 *Framework for the Transfer of Title* process, as applicable, for the described fee title land and appurtenances, and to complete any and all activities for transfer of the described fee title land and appurtenances, contingent upon Congressional authorization. All interests in the mineral estate will remain with the United States.
- 2) **Reclamation will be responsible for the following:**
  - a) Appoint an official to represent Reclamation in the transfer process.
  - b) Ensure compliance with National Environmental Policy Act (NEPA), National Historic Preservation Act (NHPA), and other applicable Federal laws as required. The cost of such compliance will be 50% reimbursable and 50% non-reimbursable.
  - c) Complete hazardous material surveys on all lands intended for title transfer in accordance with the Comprehensive Environmental Response Compensation and Liability Act (CERCLA). The cost of the hazardous material survey will be 100% non-reimbursable.
  - d) Prepare the necessary title conveyance documents, including legal descriptions of rights-of-way to be transferred pursuant to future legislation.
  - e) Furnish/provide copies of drawings, legal documents, title or title insurance opinions, and certified copies of abstracts of title associated with the lands, rights and facilities to be included in the title transfer. The certified copies of the abstracts of title shall become the property of the District upon completion of the title transfer.
  - f) Require that all contracts or obligations entered into for costs relating to this Memorandum of Agreement be revocable, wherein said contracts or obligations may be terminated at any time upon the request of the District, with the District only being responsible for costs and expenditures incurred to the date of said termination.
  - g) Furnish/provide to the District copies of all contracts, documents, invoices and other writings which evidence obligations pursuant to this Memorandum of Agreement.

**3) The District will be responsible for the following:**

- a) Appoint an official to represent the District in the transfer process.
- b) Provide a Resolution from the District's Board of Directors that approves executing this agreement.
- c) Pay for all District and Reclamation expenses directly attributable to and solely occasioned by the title transfer, including federal employee time, except for costs associated with those activities specifically designated as "non-reimbursable" in paragraph 1 above.
- d) Report progress to the Oklahoma Congressional delegation.

**4) Areas of mutual responsibility:**

- a) Develop legislative language needed to accomplish title transfer.
- b) Conduct the process in a manner that ensures reasonable and appropriate public and stakeholder participation.
- c) Arrange public meetings, if necessary, including a meeting place, mailings to all key participants, and notices the public.
- d) It is the intent of this Agreement to accomplish this transfer of title and assignment of interest in the most fiscally responsible manner consistent with good land title practices. To this end, and any above statement to the contrary notwithstanding, this Agreement expressly authorizes the District to perform any necessary transfer activity not restricted to Reclamation or any other Federal agency by law. Any of the other responsibilities specified/listed for either party can become the responsibility of the other party if agreed to by both parties in writing.

**5) This Agreement may be modified, in writing, by mutual agreement of both parties.**

**6) Costs:**

The District agrees that it shall be responsible for paying, in advance, all costs incurred by it and/or Reclamation, including federal employee time, associated with the potential title transfer except for costs associated with those activities specifically designated as "non-reimbursable" in paragraph 1 above.

Costs associated with mitigation, if any, under NHPA, CERCLA, NEPA and other applicable Federal laws are not covered under this Memorandum of Agreement. If mitigation activities are required, a supplemental Memorandum of Agreement will be negotiated prior to such mitigation activities occurring.

**7) Advancement of Funds**

In accordance with the Anti-Deficiency Act (31 U.S.C. 1341 et seq.), funds must be provided to Reclamation in advance of activities performed by Reclamation personnel. The District shall advance to Reclamation its share of the funds necessary to accommodate Reclamation's expenditures for the work defined in Section 1. Payment by the District can be made in one lump sum, in partial payments prior to work being performed, or other methods as best conforms to the District's budgetary processes and fiscal year, as long as funds are received in advance of activities performed by Reclamation personnel.

**8) Unused Funds:**

In the event that any funds advanced to Reclamation by the District are not required to complete the work identified, such excess funds shall be returned by Reclamation to the District without interest, upon completion of the work defined in this Agreement.

**9) Payment:**

(a) The District will advance five thousand dollars (\$5,000) upon execution of this Agreement to fund Reclamation's anticipated expenditures. Should periodic reviews show that additional amounts would be required or should the balance of said advance become less than \$1,000, Reclamation will notify the District and the District may elect to advance additional funds for continuation of work or may terminate title transfer activities. In the event the District chooses to advance additional funds, such advances will be in \$1,000 increments until this Agreement is completed.

(b) Following completion of the identified activities, any funds advanced to Reclamation, but not expended, will be refunded to the District.

**10) Fulfillment of Responsibilities Defined:**

Both parties will have fulfilled their obligations under this Agreement upon completion of the activities described herein and enactment of legislation authorizing the title transfer of certain land and appurtenances currently operated and maintained by the District and described in Exhibit A of this Agreement.

**11) Termination:**

The term of this Agreement shall be two years from the date of the last signature to this agreement, unless subsequently modified by mutual consent of the parties, but shall not extend beyond the date of completion of the title transfer conveyance documents. This Agreement may also be terminated by either party at any time upon 30 days written advance notice to the other party. All duties and obligations of the parties under this Agreement will cease at that time except for those provisions related to accounting and reimbursement of the parties' expenses.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

THE UNITED STATES OF AMERICA

Date 9/20/13

By Mark A. Treviño

Mark A. Treviño, Area Manager  
Bureau of Reclamation  
Great Plains Region

ARBUCKLE MASTER CONSERVANCY DISTRICT

Date 9-11-13

By Steven Jolly

Steven Jolly  
District Manager

**ATTEST:**

Date 9-11-13

By Silvia Vandagriff

(SEAL)

**MEMORANDUM OF AGREEMENT**

**BETWEEN**

**UNITED STATES OF AMERICA  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**AND**

**ARBUCKLE MASTER CONSERVANCY DISTRICT**

**FOR THE PURPOSE OF DEFINING RESPONSIBILITIES RELATED TO AND  
IMPLEMENTING THE TITLE TRANSFER OF CERTAIN LAND AND  
APPURTENANCES AT THE ARBUCKLE PROJECT, OKLAHOMA**

The Maintenance Complex and all appurtenances are situated on the parcels herein described as Tract 7, and the District Office and all appurtenances located on the land as described herein as Tract 220-1. The Tract numbers are the same as when originally acquired.

Tract No. 7

Instrument: General Warranty Deed  
Grantor: W.D. Biggerstaff, Jr. and Blanche L. Biggerstaff, his wife  
Grantee: United States of America  
Date: January 19, 1965  
Recorded: Book 153, Page 17 Deed Records Murray County, Oklahoma

A tract or parcel of land lying in the South Half of the West Half of Lot One (S ½ W ½ Lot 1) of Section Thirty-one (31), Township One (1) South, Range Three (3) East of the Indian Meridian, Murray County, Oklahoma, more particularly described as follows:

Beginning at a point on the West boundary of Lot 1 of Section 31, whence the Northwest Corner of said section lies North a distance of eight hundred twenty-two and no tenths (822.0) feet;

Thence East parallel to the North line of Lot 1 a distance of two hundred seventeen and eight tenths (217.8) feet;

Thence South on a line parallel to the West boundary of Lot 1 a distance of one hundred ten and no tenths (110.0) feet;

Thence East parallel to the North boundary of Lot 1 a distance of seventy and no tenths (70.0) feet,



Thence South parallel to the West boundary of Lot 1 a distance of two hundred nineteen and five tenths (219.5) feet;

Thence West parallel to the North line of Lot 1 a distance of two hundred eighty seven and eight tenths (287.8) feet to the West boundary of said Lot 1;

Thence North along the West line of Section 31, a distance of three hundred twenty-nine and five tenths (329.5) feet to the point of beginning.

The above described tract contains 2 acres, more or less.

Tract No. 220-1

Instrument: Warranty Deed  
Grantor: City of Davis, Oklahoma  
Grantee: United States of America  
Date: April 27, 1976  
Recorded: Book 219, Page 266 Deed Records Murray County, Oklahoma

A tract or parcel of land lying and situated in the Northeast Quarter (NE $\frac{1}{4}$ ) of the Northeast Quarter (NE $\frac{1}{4}$ ) also described as Lot No. One (1) of Section Four (4), Township One (1) South, Range Two (2) East of the Indian Meridian, Murray County, Oklahoma, more particularly described as follows:

Beginning at a point which is the Northeast Corner of said Section 4;

Thence South 00° 02' East, a distance of 98.90 feet;

Thence North 89° 54' West, a distance of 698.10 feet;

Thence South 00° 02' East, a distance of 64.86 feet, to a Point of Beginning;

Thence South 00° 02' East, a distance of 235.14 feet;

Thence North 89° 54' West, a distance of 150.00 feet;

Thence North 00° 02' West, a distance of 250.10 feet;

Thence South 84° 24' 41" East, a distance of 150.67 feet, to the Point of Beginning.

The above described tract contains 0.83 acres, more or less.

**PROOF OF PUBLICATION**

STATE OF OKLAHOMA  
COUNTY OF MURRAY } §

**AFFIDAVIT OF PUBLICATION**

Sharon R. Chadwick, of lawful age, being duly sworn and authorized says that she is publisher of The Davis News, a weekly newspaper printed in the City of Davis, Murray County, Oklahoma, a newspaper qualified to publish legal notices, advertisements and publications as provided in Section 106 of Title 25, Oklahoma Statutes 1971, as amended, and complies with all other requirements of the laws of Oklahoma with reference to legal publications.

That said notice, a true copy of which is attached hereto, was published in the regular edition of said newspaper during the period and time of publication and not in a supplement, on the following dates:

July 9, 16, 23 and  
30, 2014  
Sharon R. Chadwick

Subscribed and sworn to before me this 3<sup>rd</sup> day  
of July, 2014.

[Signature]  
Notary Public



**LEGAL NOTICE**

(Published in The Davis News on July 9, 16, 23 and 30, 2014)

**PUBLIC COMMENT**

The public is being offered a opportunity to provide comments on a Draft Environmental Assessment (EA) for Title Transfer of a maintenance complex and office from the United States to the Arbuckle Master Conservancy District, Oklahoma. The Draft EA will be open for comment from July 7 to August 5, 2014.

The Draft EA can be found at [http://www.usbr.gov/gp/otao/arbuckle\\_title\\_transfer\\_draft\\_ea.pdf](http://www.usbr.gov/gp/otao/arbuckle_title_transfer_draft_ea.pdf) or a printed copy is available at Arbuckle Master Conservancy District office located at 2440 East Main, Davis, OK.

Written comments may be sent to: Bureau of Reclamation, Oklahoma Texas Area Office, ATTN: Arbuckle Facilities Title Transfer Draft EA; 5316 Hwy 290 W, Suite 110; Austin, TX 78735. Comments may also be submitted via email to [jparish@usbr.gov](mailto:jparish@usbr.gov).

X1  
Sulphur Times - Democrat  
Reclamation  
Austin, TX

Phone 622-2102  
SULPHUR, OKLA.

AUG 04 2014

RECEIVED

Bureau Reclamation  
Attn: Trent  
5316 Hwy 290W, Ste 110  
Austin, TX 78735

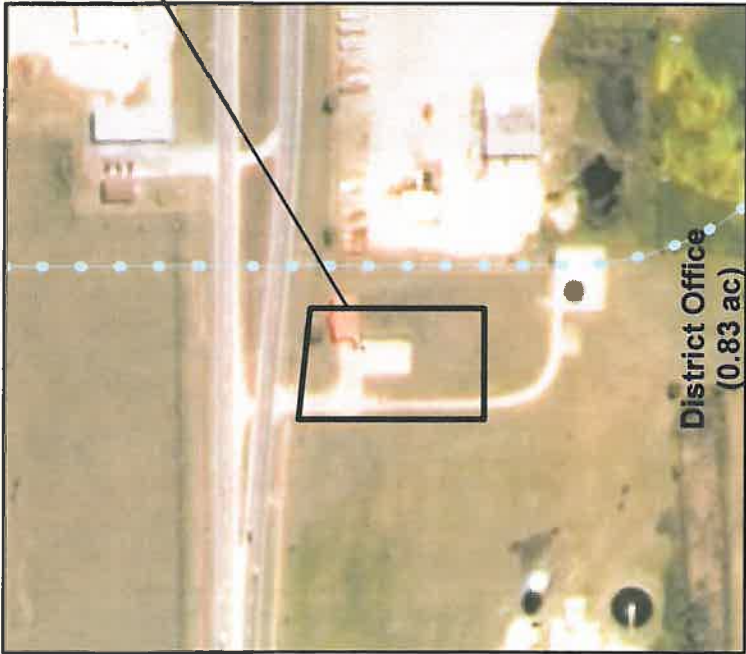
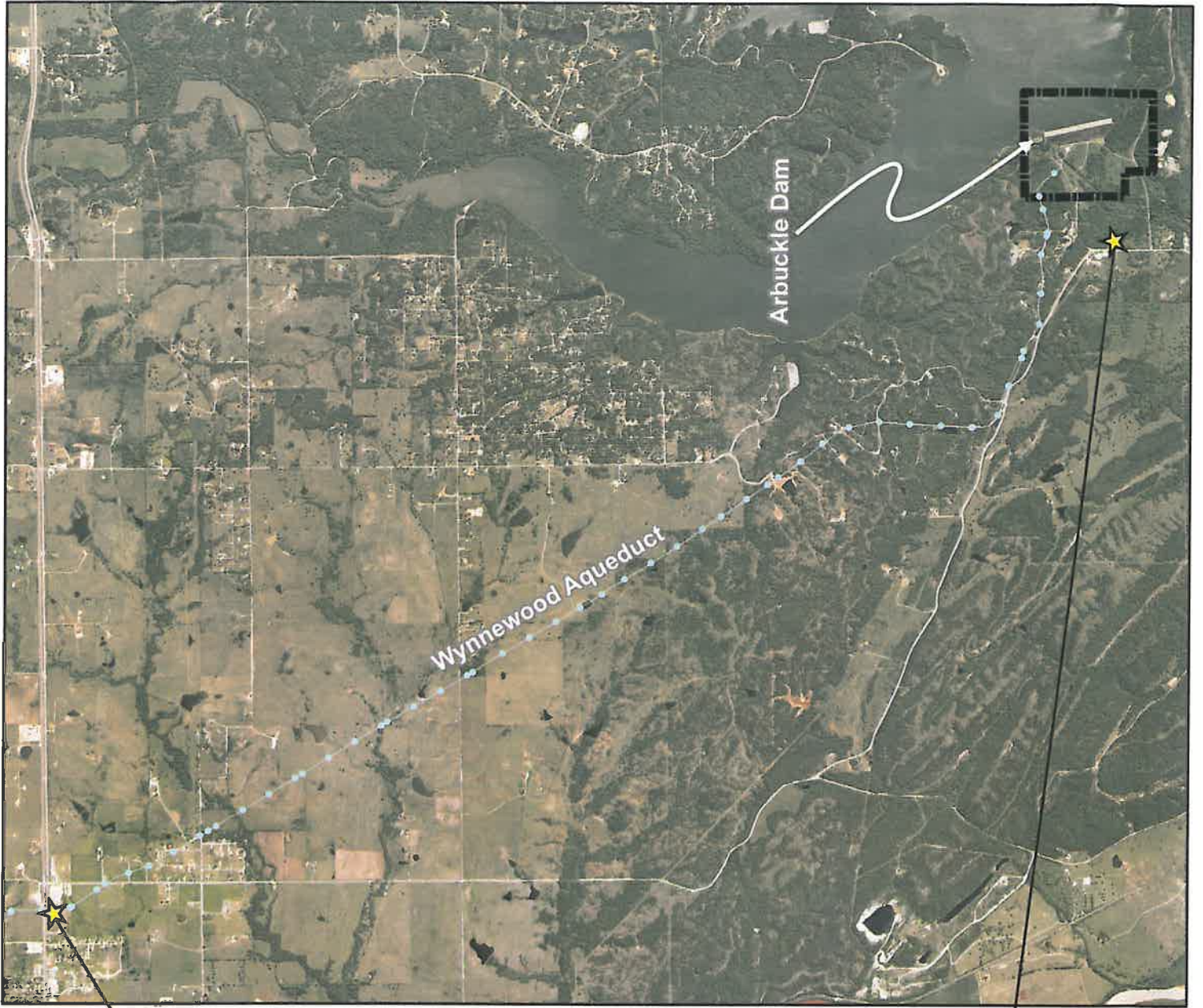
We have completed publication of your Legal Notice in the case of Public Notice in the District Court of Murray County, No. Arbuckle Facilities. Proof of publication will be filed ~~with the Court Clerk and a duplicate proof of publication~~ sent you as soon as we receive payment of \$ 72.50 which is the publication cost in this case.

Sincerely yours,

The Sulphur Times-Democrat  
Box 131  
Sulphur, Oklahoma 73086

Fed ID #  
73-0137759

## **Appendix B: Maps/Photos of the Area**





Front of Office



Office Facing South



Maintenance Complex







