Clark County Parks and Recreation

USFS 2020 ANNUAL PERMIT



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Use Code: 143

Expiration Date: 09/30/2040

FS-2700-4h (VER.03/17) OMB No. 0596-0082

U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE

SPECIAL USE PERMIT FOR

CAMPGROUND AND RELATED GRANGER-THYE CONCESSIONS
Authority: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d (Ref. FSM 2710)

CLARK COUNTY PARKS/RECREATION of 2601 E SUNSET ROAD LAS VEGAS NV 89120 (hereinafter "the holder" or "County" or "Clark County" or "permittee") is authorized to use or occupy National Forest System lands in the HUMBOLDT-TOIYABE NATIONAL FOREST, Spring Mountains National Recreation Area unit of the National Forest System, subject to the terms and conditions of this special use permit (the permit).

This permit covers 17.034 acres or 0 miles in the SE 1/4 of Sec. 10, T. 19 S., R. 56 E., MT. DIABLO MERIDIAN, ("the permit area"), as shown on the map attached as Appendix D. This and any other appendices to this permit are hereby incorporated into this permit.

This permit is issued for the purpose of:

Operation and maintenance of an Organizational Camp, Camp Lee Canyon, in Upper Lee Canyon, in the Spring Mountains National Recreation Area, Humboldt-Toiyabe National Forest.

Much of the camp was built in the late 1930s by the WPA. Clark County has operated the camp since the 1960s. On 01/16/1997, Camp Lee Canyon was listed on the National Register of Historic Places (26Ck5419). The camp includes 14 federal buildings, 4 county buildings, and numerous improvements and sleeps up to 126 campers in 7 cabins, and 28 group leaders elsewhere. Three County workers live on site. The Annual Land Use Fee is calculated and then waived except for the \$300 minimum fee, and the Annual Facility Use Fee is offset by work the County performs on shared and USFS water system components, on the value of the power the County provides to the USFS, and by eligible MRRI work.

EXISTING AUTHORIZED IMPROVEMENTS

Federal Buildings: 14,280 total sq ft. Camp Manager's Quarters (1,145 sq ft), Seven Cabins (Bristlecone, Aspen, Joshua, Ponderosa, Pinyon, Manzanita, Juniper; 18 beds each; 576 sq ft each), Wood Shop and Quarters (1,785 sq ft), Recreation Hall (2,570 sq ft), Dining Hall and Kitchen (3,026 sq ft), Nurse's Quarters (736 sq ft), 2-story In-ground Cooler (136 sq ft), and a Power House (850 sq ft).

Other Federal Improvements: Amphitheater with Stage and Fire Pit, Multi-purpose Courts, Water Tank (outside permit area), Road 1 (1,968 foot camp entry road), Road 2 (1,300 foot camp service road), 50'x10' Foot Bridge (from Guest Parking to Playground), Camp Lee Canyon Org Camp Sign/USDA, and the McWilliams Water System (PWS ID#NV0002508), which shares four components with the County-owned Lee Canyon Water System including supply lines, 185,000 gallon tank, chlorinator building, and distribution lines.

County Buildings: 5.083 total sq ft. Maintenance Garage & Quarters (3,716 sq ft), Camp Director's Quarters (216 sq ft), New Bath House (1,111 sq ft), Pump House (previous well site; currently storage) (40 sq ft).

Other County Improvements: Crafts Shelter, Dance Floor with open beam roof, Playground complex, Challenge Course with 10x12 Tuff Shed, Buck fenced Archery Range with storage lean-to, .75 mile nature trail with six 8x3' foot bridges, 300' nature trail with two 8x3' foot bridges, fenced garden area for camp programs, county well with fenced enclosure, electric power generating system, power system fuel tank (3K gallons diesel, 1K gallons gas), Camp Lee Canyon water system (PWS ID# NV0005009), Clark County Camp Lee Canyon Signs (at the guest and service entrances), four welded road access gates, retaining walls behind 6 cabins, retaining wall behind kitchen, fencing throughout grounds for safety and security, 10 propane storage tanks (7 County, 3 Amerigas), concrete lined wildlife pond, picnic area, and a guest parking lot for 25 cars.

APPENDICES

- A. Annual Operating Plan with internal or external references to:
 - List of Key Personnel & Contacts (Clark County, U.S. Forest Service, Emergency personnel)
 - 2. Caretakers & Assigned Quarters Plan (Designated full-time, year-round custodian, list of other on-site personnel, positions, periods occupied, & contact info)
 - 3. Challenge Course Plan (w/annual list of Operators)
 - 4. Off-Site Activities Plan (On-Forest outfitting and guiding including camping, shuttling, mountain biking, hiking, etc.)
 - 5. Camp Lee Canyon Water System O&M Plan (PWS ID# NV0005009) & Water Conservation Plan
 - 6. Health, Medical Emergency & Emergency Rescue Plan
 - 7. Food Handling & Sanitati8. Wildlife Encounters Plan Food Handling & Sanitation Plan

 - 9. Defined Proportionate Road Maintenance Plan
 - 10. Hazard Tree Plan (Identification & Removal)
 - 11. Vegetation Management Plan
 - 12. Hazardous Materials Management Plan (diesel, propane, gasoline, solvents, paints, etc.)
 - 13. Diesel Spill Plan (Prevention, Control, & Countermeasure)
 - 14. Fire Plan (Precaution & Response)
 - 15. Fuels Reduction Plan
 - 16. Endangered Species Plan (pending USFWS consultation)
 - 17. Operating Plan for the Supervision of Children (particularly reporting requirements when learning of facts that give reason to suspect that a child under the age of 18 has suffered physical or mental injury, sexual abuse or exploitation, or negligent treatment [child abuse] with reporting samples)
 - 18. Operation, Management & Installation Control Procedures
 - 19. Provider Certifications & Intervals
 - a) Youth Camp, Southern Nevada Health District (Annual)
 - b) Challenge Course, ACCT, w/Certificate of Audit (Section VII. K) and Advance Notice of Inspector's Name (Annual, April)
 - c) Public Drinking Water
 - d) Kitchen, Southern Nevada Health District (Annual)
 - e) Ansel Hood (6 months)
 - f) Fire Extinguishers, Smoke Detectors, and CO Detectors (quarterly, annually)
- B. Annual Granger-Thye Fee Offset Agreement (Govt MRRI Plan) Maintenance, Reconditioning, Renovation, or Improvement work eligible for fee offset
- C. Annual MRR Plan (with distinctions between holder MRR, government MRRI, and emergency repairs). Part 1 is USFS and Part 2 is the County Staff Responsibility Manual.
- D. Maps (2020 and 1982)
- E. Facility and Improvement Inventory (5% of value of federal buildings determines the base Annual Facility Use Fee)
- F. Estimated Offsets, with calculations, a modified version of the Operation of Federally Owned Drinking Water Systems (to clarify eligible fee offsets for work on USFS and shared water system components and power provided to the USFS and shared water system components and campground)
- G. Annual Granger-Thye Fee Offset Claim Certification
- H. Annual Granger-Thye Fee Collection Agreement (NOT APPLICABLE) w/Review Date (Applies either when the holder has requested the FS to perform and the FS is willing to perform under a collection agreement, or when the FS is requiring the holder to perform the work under a collection agreement, contains a list of specific projects)
- Annual Actual Use Report (Holder) Due September 30 (Revenues by Category)
- J. Annual Fee Calculation Worksheet (USFS)
- K. Ten Year Project Plan (Informal list of project ideas with a list of previous projects)
- L. Listing on the National Register of Historic Places (1997)

ACKNOWLEDGMENT OF OTHER PERMITS & AGREEMENTS

Century Link Communications Site (In a locked room in the Power House, under a separate Special Use Permit) Lee Radio Repeater Site (In the Shared Chlorination Building)

I. GENERAL TERMS

A. AUTHORITY. This permit is issued under Section 7 of the Granger-Thye Act, 16 U.S.C. 580d, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

- **B. AUTHORIZED OFFICER.** The authorized officer is the Forest Supervisor who issued this permit or a delegated subordinate officer.
- **C. TERM.** This permit shall expire at midnight on <u>September 30, 2040</u>, twenty years from the date of issuance, provided that the permit term may be extended up to 5 years by amendment at the sole discretion of the authorized officer based on sustained satisfactory performance or administrative need. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.
- **D. CONTINUATION OF USE AND OCCUPANCY.** This permit is not renewable. After it expires, continuation of the use and occupancy authorized by this permit is at the sole discretion of the authorized officer. After expiration, issuance of a new permit for the use and occupancy authorized by this permit shall be subject to competition.
- **E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when at the discretion of the authorized officer such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, directive, the applicable land management plan, or projects and activities implementing the land management plan pursuant to 36 CFR Part 218.
- F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS. In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.
- **G. NON-EXCLUSIVE USE.** The use and occupancy authorized by this permit is not exclusive. The Forest Service reserves the right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. The permit area shall remain open to the public for all lawful purposes, except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized improvements. To facilitate public use of this area, all existing roads shall remain open to the public, except for roads that may be closed by joint agreement of the holder and the authorized officer.
- H. ASSIGNABILITY. This permit is not assignable or transferable.

I. TRANSFER OF TITLE TO THE IMPROVEMENTS.

- 1. Notification of Transfer. The holder shall notify the authorized officer when a transfer of title to all or part of the authorized improvements is planned.
- 2. <u>Transfer of Title</u>. Any transfer of title to the improvements covered by this permit shall result in termination of the permit. The party who acquires title to the improvements must submit an application for a permit. The Forest Service is not obligated to issue a new permit to the party who acquires title to the improvements. The authorized officer shall determine that the applicant meets requirements under applicable federal regulations.
- L. LIMITATIONS ON IMPROVEMENTS. Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer through a new permit or a permit amendment.

All plans for development, layout, construction, reconstruction, or alteration of improvements in the permit area, as well as revisions to those plans must be prepared by a professional engineer, architect, landscape architect, or other qualified professional based on federal employment standards acceptable to the authorized officer. These plans and plan revisions must have written approval from the authorized officer before they are implemented. The authorized officer may require the holder to furnish as-built plans, maps, or surveys upon completion of the work.

Any construction authorized by this permit shall commence by N/A and shall be completed by N/A.

- II. OPERATIONS, MAINTENANCE, AND RECONDITIONING
- A. ANNUAL OPERATING PLAN

- 1. The holder or his/her designated representative shall prepare and annually revise by an annual operating plan by September 30 and it must be reviewed and signed annually by October 31. The annual operating plan shall be prepared in consultation with the authorized officer or his/her designated representative and shall cover all operations authorized by this permit, regardless of season. The annual operating plan shall be submitted by the holder and approved by the authorized officer or his/her designated representative prior to the operating season.
- 2. The annual operating plan shall specify the operational requirements governing the sites covered by this permit. At a minimum, the annual operating plan shall enumerate the minimum operating seasons; how the holder will provide services to the public; protect public health and safety and the environment; and repair, maintain, or enhance the function of the improvements covered by this permit. The annual operating plan shall contain standards and sufficient detail to enable the Forest Service to monitor operations for compliance.
- **B. MINIMUM USE AND OCCUPANCY AND CONDITION OF OPERATIONS.** Use and occupancy of the permit area shall be exercised at least 365 days each year, unless otherwise authorized in writing under additional terms of this permit.

The holder shall maintain the authorized improvements and permit area to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the authorized officer and consistent with other provisions of this permit. Standards are subject to periodic change by the authorized officer when deemed necessary to meet statutory, regulatory, or policy requirements or to protect national forest resources. The holder shall comply with inspection requirements deemed appropriate by the authorized officer.

The Forest Service shall monitor the holder's operations and reserves the right to inspect the permit area and transmission facilities at any time for compliance with the terms of this permit. The holder shall comply with inspection requirements deemed appropriate by the authorized officer. The holder's obligations under this permit are not contingent upon any duty of the Forest Service to inspect the permit area or transmission facilities. A failure by the Forest Service or other governmental officials to inspect is not a justification for noncompliance with any of the terms and conditions of this permit.

C. GRANGER-THYE (GT) FEE OFFSET AGREEMENT. Government maintenance and reconditioning projects shall be performed in accordance with an annual GT fee offset agreement as provided in clause IV.E.2 of this permit.

D. HOLDER MAINTENANCE, RECONDITIONING AND RENOVATION.

- 1. The holder at its expense shall perform holder maintenance, reconditioning, and renovation as defined in clause IV.E.1(d) of this permit under a holder maintenance, reconditioning, and renovation plan approved by the Forest Service. The holder maintenance, reconditioning, and renovation plan shall describe required holder maintenance, reconditioning, and renovation responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause IV.E.
- 2. The holder shall maintain all equipment and other facilities on site in good repair and free of leakage of lubricants, fuel, coolants, and hydraulic fluid. The holder shall properly dispose of all hazardous waste- contaminated soil, vegetation, debris; vehicle oil filters (drained of free-flowing oil); oily rags; and waste oil in accordance with local, State, and Federal regulations off of Government property and shall transport such substances, or arrange to have such substances transported in accordance with State and Federal regulations.
- **E. ALTERATION OF GOVERNMENT IMPROVEMENTS.** If during the term of this permit any government-owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection with the alteration shall become the property of the United States, regardless of whether the work is performed by the holder or any other party. The holder shall not be entitled to any compensation for that property, other than to the extent it qualifies for fee offset under clause IV.E.
- F. RESPONSIBILITY FOR DAY-TO-DAY ACTIVITIES. As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Some but not all of these activities may be conducted by a party other than the holder, but only with prior written approval of the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.
- G. REMOVAL AND PLANTING OF VEGETATION. This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer or his/her designated agent has approved and marked what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Trees, shrubs, and other plants may be planted in the permit area as

approved by the authorized officer.

H. SIGNS. Signs or other advertising posted on National Forest System lands shall be subject to prior written approval of the authorized officer as to location, design, size, color, and content. Erected signs shall be maintained to standards determined by the Forest Service.

I. NONDISCRIMINATION.

- 1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.
- 2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.
- 3. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service shall be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.
- **4.** The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.
- J. EQUAL ACCESS TO FEDERAL PROGRAMS. In addition to the above nondiscrimination policy, the holder agrees to ensure that its programs and activities are open to the general public on an equal basis and without regard to any nonmerit factor.
- **K. SANITATION.** The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.
- L. REFUSE DISPOSAL. The holder shall comply with all applicable federal, state, and local requirements related to disposal of any refuse resulting from the use and occupancy authorized by this permit.
- M. ADVERTISING. The holder orally and in advertisements, signs, circulars, brochures, letterheads, and other materials shall not misrepresent in any way the accommodations or services provided or the status of the permit or permit area. The fact that the permit area is located on the HUMBOLDT-TOIYABE NATIONAL FOREST National Forest shall be made readily apparent in all the holder's brochures and print advertising regarding use of the permit area.
- N. REGULATING SERVICES AND RATES. The Forest Service reserves the right to regulate the adequacy, type, and price of services provided to the public and to require that these services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by this permit. Such prices and services may be regulated by the Forest Service, provided that the holder shall not be required to charge prices significantly different from those charged by comparable or competing businesses.
- O. LIQUOR SALES PROHIBITED. The sale of liquor or other intoxicating beverages is prohibited in the permit area.
- P. GAMBLING. Gambling or gambling devices is prohibited on National Forest System lands, regardless of whether gambling or gambling devices are lawful under state or local law.
- Q. FIREWORKS. The sale of fireworks is prohibited in the permit area. Possession or use of fireworks in the permit area is also prohibited without prior written approval from the authorized officer.
- **R. DISORDERLY CONDUCT.** Disorderly or otherwise objectionable conduct by the holder or those occupying the permit area with the holder's permission shall upon proof thereof be cause for revocation of this permit.

III. RIGHTS AND LIABILITIES

- A. LEGAL EFFECT OF THE PERMIT. This permit is revocable and terminable. It is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.
- **B. VALID EXISTING RIGHTS.** This permit is subject to all valid existing rights. Valid existing rights include those derived from mining and mineral leasing laws of the United States. The United States is not liable to the holder for the exercise of any such right or claim.
- **C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit, including any party who has responsibility for any day-to-day activities authorized by this permit, if approved by the authorized officer under clause II.F.
- **E. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, utility, association, or individual.
- **F. RISK OF LOSS.** The holder assumes all risk of the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and other forces of nature. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.
- **G. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States that are associated with the use and occupancy authorized by this permit. Damage includes but is not limited to destruction of or damage to National Forest lands covered by this permit, fire suppression costs, and destruction of or damage to government-owned improvements covered by this permit.
- 1. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources resulting from the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all associated administrative, legal (including attorney's fees), and other costs.
- 2. The holder shall be liable for damage to all roads and trails of the United States open to public use caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to the same extent as provided under clause III.F.1, except that liability shall not include reasonable and ordinary wear and tear.
- **H. HEALTH AND SAFETY.** The holder shall take all measures necessary to protect the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during the term of this permit that causes or threatens to cause a hazard to the health or safety of the public or the holder's employees or agents. The holder shall as soon as practicable notify the authorized officer of all serious accidents that occur in connection with these procedures, activities, events, or conditions. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

I. ENVIRONMENTAL PROTECTION.

- 1. For purposes of clause III.I and section V, "hazardous material" shall mean (a) any hazardous substance under section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act CERCLA, 42 U.S.C. 9601(14); (b) any pollutant or contaminant under section 101(33) of CERCLA, 42 U.S.C. 9601(33); (c) any petroleum product or its derivative, including fuel oil, and waste oils; and (d) any hazardous substance, extremely hazardous substance, toxic substance, hazardous waste, ignitable, reactive or corrosive materials, pollutant, contaminant, element, compound, mixture, solution or substance that may pose a present or potential hazard to human health or the environment under any applicable environmental laws.
- 2. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the permit area.

Environmental damage includes but is not limited to all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. If the environment or any government property covered by this permit becomes damaged in connection with the holder's use and occupancy, the holder shall as soon as practicable repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

- 3. The holder shall as soon as practicable, as completely as possible, and in compliance with all applicable laws and regulations abate any physical or mechanical procedure, activity, event, or condition existing or occurring in connection with the authorized use and occupancy during or after the term of this permit that causes or threatens to cause harm to the environment, including areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources.
- J. INDEMNIFICATION OF THE UNITED STATES. The holder shall indemnify, defend, and hold harmless the United States for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in: (1) violations of any laws and regulations which are now or which may in the future become applicable; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous material, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.
- **K. INSURANCE.** The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review the insurance policy and require any changes needed to ensure adequate coverage of the United States in connection with the authorized use and occupancy. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause and to the extent of the full limits of insurance available to the holder. The holder shall give 30 days prior written notice to the Forest Service of cancellation of or any modification to the insurance policy. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.
- 1. Liability. The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$2,000,000.00 as a combined single limit per occurrence.
- 2. Property. The holder shall have in force property insurance for Government-owned improvements in the minimum amount of \$2,000,000,000 which represents replacement in kind or functional replacement of the insured property. The types of loss to be covered by this clause shall include but not be limited to damage to Government-owned improvements identified herein. At the sole discretion of the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.
- 3. Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal campground maintenance items in nominal amounts would generally not trigger financial assurance requirements.

IV. RESOURCE PROTECTION

A. COMPLIANCE WITH ENVIRONMENTAL LAWS. The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the CERCLA, as amended, 42 U.S.C. 6901 et seq., the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., the Oil Pollution Act, as amended, 33 U.S.C. 2701 et seq., the Clean Air Act, as amended, 42 U.S.C. 7401 et seq., CERCLA, as amended, 42 U.S.C. 9601 et seq., the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 et seq., the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 et seq., and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f et seq.

B. WATER SYSTEMS

- 1. The holder, as the water supplier and owner or operator of the drinking water system for the facilities authorized by this permit (Camp Lee Canyon Water System PWS ID# NV0005009), shall operate the system in compliance with Forest Service Manual (FSM) Chapter 7420, applicable federal, state, and local drinking water laws and all regulations applicable to public and nonpublic drinking water systems. This includes, but is not limited to, renovation, operating and maintaining the system and conducting drinking water testing, maintaining records to demonstrate compliance, and taking the appropriate corrective and follow-up actions in accordance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and federal, state, and any other applicable requirements. The holder shall be able to demonstrate compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and all other applicable requirements by maintaining all necessary records. For the purposes of this authorization, public water systems are as defined in the Safe Drinking Water Act, 42 U.S.C. 300f et seq., as amended, and in the National Primary Drinking Water Regulations, 40 CFR Part 141, or by state regulations if more stringent. Requirements under FSM 7420 applicable to the holder are set forth in this section and Appendix F to the permit entitled "Operation of Federally Owned Drinking Water Systems".
- 2. When working on the adjacent federally owned system or on components shared with this system (McWilliams Water System PWS ID# NV0002508), the holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination. The holder shall provide a copy of positive lab test to the Forest Service within one week of receiving the lab result. The holder shall notify the State drinking water program and Forest Service within 48 hours of any failure to comply with a federal or state drinking water requirement and make a written record that the notification occurred and place it in the system's record file. The holder shall notify and consult with the Forest Service within 48 hours of notification of a maximum contaminant level violation or an acute violation. The holder shall respond to the microbial contamination event as specified in Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and applicable regulations.
- 3. The holder shall retain all records as required by applicable laws and regulations. The holder agrees to make the records available upon request to the Forest Service and to any other regulatory agency authorized to review Forest Service activities. Copies of microbiological test results for federally owned water systems shall be forwarded monthly to the Forest Service by the 15th of the month following the sampling date. Copies of all other drinking water sample results shall be forwarded to the Forest Service at the end of the operating season. If the operating season is longer than six months in length, copies of sample results must be provided to the Forest Service every six months. The holder shall clearly identify all sample results that violate FSM requirements or state, federal, and local requirements when the copies are submitted. Sample results that violate any of these requirements must have the results of required follow up samples attached. Copies of sample results that violate state requirements must have documentation attached to demonstrate that the state was informed of the violation within 48 hours of the lab notifying the holder of the results. The holder shall surrender all records for a federally owned system to the Forest Service upon permit termination or revocation.
- **4.** When working on the adjacent federally owned systems or on components shared with this system (McWilliams Water System PWS ID# NV0002508), the holder shall provide the name of the water system operator in writing to the Forest Service and notify the authorized officer within 72 hours of a change in personnel. Operators shall be certified to operate drinking water systems for all water systems classified as community or non-transient noncommunuity system or when otherwise required by the state in which the system is located. Records to demonstrate operator certification shall be kept by the holder and made available to Forest Service upon request.
- **C. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

D. PESTICIDE USE.

1. Authorized Officer Concurrence. Pesticides may not be used outside of buildings in the permit area to control pests, including undesirable woody and herbaceous vegetation (including aquatic plants), insects, birds, rodents, or fish without

prior written concurrence of the authorized officer. Only those products registered or otherwise authorized by the U.S. Environmental Protection Agency and appropriate State authority for the specific purpose planned shall be authorized for use within areas on National Forest System lands.

- 2. Pesticide-Use Proposal. Requests for concurrence of any planned uses of pesticides shall be provided in advance using the Pesticide-Use Proposal (form FS-2100-2). Annually the holder shall, on the due date established by the authorized officer, submit requests for any new, or continued, pesticide usage. The Pesticide-Use Proposal shall cover a 12-month period of planned use. The Pesticide-Use Proposal shall be submitted at least 60 days in advance of pesticide application. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests require control measures which were not anticipated at the time a Pesticide-Use Proposal was submitted.
- **3. Labeling, Laws, and Regulations.** Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers. No pesticide waste, excess materials, or containers shall be disposed of in any area administered by the Forest Service.
- **E. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. The holder shall follow the applicable inadvertent discovery protocols for the undertaking provided in an agreement executed pursuant to section 106 of the National Historic Preservation Act, 54 U.S.C. 306108; if there are no such agreed-upon protocols, the holder shall leave such discoveries intact until consultation has occurred, as informed, if applicable, by any programmatic agreement with tribes. Protective and mitigation measures developed under this clause shall be the responsibility of the holder. However, the holder shall give the authorized officer written notice before implementing these measures and shall coordinate with the authorized officer for proximate and contextual discoveries extending beyond the permit area.
- F. NATIVE AMERICAN GRAVES PROTECTION AND REPATRIATION (NAGPRA). In accordance with 25 U.S.C. 3002 (d) and 43 CFR 10.4, if the holder inadvertently discovers human remains, funerary objects, sacred objects, or objects of cultural patrimony on National Forest System lands, the holder shall immediately cease work in the area of the discovery and shall make a reasonable effort to protect and secure the items. The holder shall follow the applicable NAGPRA protocols for the undertaking provided in the NAGPRA plan of action or the NAGPRA comprehensive agreement; if there are no such agreed-upon protocols, the holder shall as soon as practicable notify the authorized officer of the discovery and shall follow up with written confirmation of the discovery. The activity that resulted in the inadvertent discovery may not resume until 30 days after the forest archaeologist certifies receipt of the written confirmation, if resumption of the activity is otherwise lawful, or at any time if a binding written agreement has been executed between the Forest Service and the affiliated Indian tribes that adopts a recovery plan for the human remains and objects.
- G. PROTECTION OF THREATENED AND ENDANGERED SPECIES, SENSITIVE SPECIES, AND SPECIES OF CONSERVATION CONCERN AND THEIR HABITAT.
- 1. Threatened and Endangered Species and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 et seq., as amended, or within designated critical habitat shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on listed species or designated critical habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing threatened or endangered species of designated critical habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.
- 2. Sensitive Species and Species of Conservation Concern and Their Habitat. The location of sites within the permit area needing special measures for protection of plants or animals designated by the Regional Forester as sensitive species or as species of conservation concern pursuant to FSM 2670 shall be shown on a map in an appendix to this permit and may be shown on the ground. The holder shall take any protective and mitigation measures specified by the authorized officer as necessary and appropriate to avoid or reduce effects on sensitive species or species of conservation concern or their habitat affected by the authorized use and occupancy. Discovery by the holder or the Forest Service of other sites within the permit area containing sensitive species or species of conservation concern or their habitat not shown on the map in the appendix shall be promptly reported to the other party and shall be added to the map.
- I. CONSENT TO STORE HAZARDOUS MATERIALS. The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific

type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

- 1. If the holder receives consent to store hazardous materials, the holder shall identify to the Forest Service any hazardous material to be stored at the site. This identifying information shall be consistent with column (1) of the table of hazardous materials and special provisions given at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable Federal, State, and local laws and regulations.
- 2. The holder shall not release any hazardous materials as defined in clause III.I onto land or into rivers, streams, impoundments, or into natural or man-made channels leading thereto. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than Federal, State, and local regulations, to prevent releases and protect natural resources.
- 3. If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the permit area is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the permit area, into surface water at or near the permit area, or into groundwater below the permit area during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the permit area is in compliance with all applicable federal, state, and local laws and regulations.

J. CLEANUP AND REMEDIATION.

- 1. The holder shall immediately notify all appropriate response authorities, including the national Response Center and the Forest Service authorized officer or designated representative, of any oil discharge or of the release of a hazardous substance at the site in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR part 153, subpart B, and 40 CFR 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the Forest Service designated representative upon knowledge of any release [or threatened release] of any hazardous material at or in the vicinity of the permit area which may be harmful to public health or welfare or which may adversely affect natural resources under the management authority of the United States.
- 2. Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either on site or in connection with the holder's activities, whether or not those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

K. WATER WELLS AND ASSOCIATED PIPELINES.

- 1. Other Jurisdictional Requirements. Clause III.D governs water rights and water facilities. The holder shall obtain all required state and local water permits, licenses, registrations, certificates, or rights and shall provide a copy of them to the authorized officer. For new wells, this information shall be provided prior to disturbing National Forest System lands for the purpose of water use or development.
- 2. Well Construction or Development. For new or reconstruction of existing wells, the holder shall prepare a well construction and development plan and submit it to the authorized officer for approval. The well development and construction plan must have prior written approval from the authorized officer before well construction or development is initiated. The holder shall follow applicable federal, state, and local standards for design, construction, and development of new wells or reconstruction of existing wells. If such standards do not exist, the holder shall follow applicable standards issued by the American Society for Testing and Materials (ASTM), American Water Works Association (AWWA), or National Ground Water Association (NGWA). The construction and development plan must identify all potential sources for any proposed water injection during well construction or development. Only non-chlorinated, potable water may be injected during construction or development of wells to be used for monitoring or water withdrawal. Copies of all documentation for drilling, construction, or developing wells, including all drilling, boring, and well construction logs, shall

be provided to the authorized officer within 60 days of completion of work.

- 3. Water Conservation Plan. The holder shall prepare and submit for written approval by the authorized officer a water conservation plan utilizing appropriate strategies to limit the amount of water removed from National Forest System lands.
- **4. Well Decommissioning.** The holder shall properly decommission and abandon all wells that are no longer needed or maintained in accordance with applicable federal, state, and local standards for water well abandonment. If such standards do not exist, the holder shall follow applicable standards issued by the ASTM, AWWA, or NGWA. At least 30 days prior to initiation of well decommissioning, the holder shall submit a well decommissioning plan to the authorized officer. The well decommissioning plan shall have written approval from the authorized officer before well decommissioning is initiated. All documentation of well decommissioning shall be provided to the authorized officer within 60 days of completion of the work.

V. FEES AND DEBT COLLECTION

Actual Use Report (R4-X4). The permittee must annually provide the authorized officer with reasonably accurate information through an actual use report due at the end of the operating season (September 30).

Fees - Organizational Camps (A-16).

ORGANIZATIONAL CAMP FEE. The annual fee due the United States for the activities authorized by this permit shall be calculated using the following formula:

Fee = Land Use Fee + Other Revenues Fee + Facility Use Fee, where:

LAND USE FEE. The Land Use Fee = .05 (Acres x Value Per Acre x Annual Adjustment Factor) - Reductions for Priority 1 and Priority 2 Use.

The land use fee may be offset pursuant to section 3 of the Federal Timber Contract Payment Modification Act (16 U.S.C. 539f). This offset work and its value shall be documented and agreed to in advance.

- 1. The Value Per Acre is the estimated per-acre market value of land and buildings in the county where the camp is located, as reported in the most recent Census of Agriculture conducted by the National Agricultural Statistics Service. The Annual Adjustment Factor is the annual compounded rate of change between the two most recent Censuses of Agriculture.
- 2. Reductions to the land use fee for Priority 1 and Priority 2 use are calculated as follows:
- <u>Priority 1</u> Reduce the annual land use fee proportionate to the number of individuals with a disability and children at risk annually who attend the organizational camp.
- <u>Priority 2</u> Reduce the remaining land use fee amount by up to 60 percent, proportionate to the number of persons annually who attend the organizational camp and participate in youth programs through organized and supervised social, citizenship, character-building, or faith-based activities oriented to outdoor recreation experiences.
- 3. The land use fee may not be reduced below the minimum land use fee. The minimum land use fee is \$300, unless adjusted by the region where the organizational camp is located, per FSM 2715.04b, paragraph 1. The minimum fee is due in advance of use and is not refundable.

FEE BASED ON OTHER REVENUES. Revenue derived under this permit for purposes other than to introduce young people or individuals with a disability to activities that they may not otherwise experience and to educate them on natural resource issues is subject to a fee of 5 percent of adjusted gross revenue.

The fee based on other revenues may be offset pursuant to section 3 of the Federal Timber Contract Payment Modification Act (16 U.S.C. 539f). This offset work and its value shall be documented and agreed to in advance. Estimated fees based on other revenues shall be calculated on an Estimated Fee Determination Sheet.

1. <u>Documentation of Revenue</u>. Separately document revenue derived under this permit for purposes of introducing young people or individuals with a disability to activities that they may not otherwise experience and to educate them on natural resource issues, from revenue derived under this permit for other purposes.

2. Accounting Records and Access. The holder shall follow generally accepted accounting principles or another cash basis of accounting in recording financial transactions. When requested by the Forest Service, the holder at its expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for 5 years after the end of the year in which they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

FACILITY USE FEE. There is a facility use fee for this permit. The facility use fee is \$100,438:00 which is 5 percent of the value of the Government-owned facilities authorized by this permit. The facility use fee is subject to Granger-Thye fee offset in accordance with clauses VI.D and E. The facility use fee is not subject to reduction or waiver, or offset pursuant to section 3 of the Federal Timber Contract Payment Modification Act (16 U.S.C. 539f).

DEFINITIONS

- 1. Adjusted Gross Revenue. Gross revenue plus applicable revenue additions, minus applicable revenue exclusions.
- 2. Gross Revenue. The total amount of receipts from the sale of goods or services provided by the holder or third party under the permit.
- 3. Revenue Additions. The following are added to gross revenue:
- (a) The value of goods and services that are donated or bartered; and
- (b) The value of gratuities, which are goods, services, or privileges that are not available to the general public.
- 4. Revenue Exclusions. The following are excluded from gross revenue:
- (a) Amounts paid or payable to a state licensing authority.
- (b) Revenue from the sale of operating equipment and from capitalized or other assets used in authorized operations.
- (c) Refunds of use fees provided to the public by the holder.

PAYMENT SCHEDULE

- 1. Initial Payment. An initial cash payment representing the minimum annual permit fee of \$300.00 shall be paid in advance of use each year, as soon as annual billing may be accomplished, or the equivalent of that initial cash payment in GT fee offset work shall be performed, beginning when the permit term commences or beginning when use commences each year thereafter. Any initial cash payment is not refundable, except to the extent that all or part of it may be offset by the cost of work performed pursuant to a GT fee offset agreement as provided in clauses V.C.3 and V.E.2.
- 2. Subsequent Payments. The holder shall report sales, calculate fees due, and make payment in two installments, on a date determined by the Authorized Officer.

GT FEE OFFSET. Pursuant to 16 U.S.C. 580d, the Forest Service may offset all or part of the permit fee by the amount paid by the holder for maintenance, renovation, reconditioning, and improvement deemed to be the government's responsibility, as defined below, of federally owned improvements and their associated land.

1. Definitions

- (a) <u>Maintenance</u>. Actions taken to keep fixed assets in an acceptable condition, including preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life, and work needed to comply with laws, regulations, codes, and other legal requirements as long as the original intent or purpose of the fixed asset is not changed, but not including activities aimed at expanding the capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.
- (b) <u>Improvement</u>. Advancing a fixed asset to a better quality or state or adding a new fixed asset to the authorized improvements under the permit, including replacement, such as, substitution of a fixed asset or any of its components with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.
- (c) <u>Reconditioning or Renovation</u>. A type of maintenance, other than construction of new facilities, that rehabilitates an existing fixed asset or any of its components to restore the functionality or life of the asset.

- (d) <u>Holder Maintenance</u>, <u>Reconditioning</u>, <u>or Renovation</u>. Maintenance, reconditioning, or renovation (MRR) that neither materially adds to the value of the property nor appreciably prolongs its life and that serves only to keep the facility in an ordinary, efficient operating condition, such as, from an accounting or tax perspective, work that may be expensed, but not capitalized, including but not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal.
- (e) <u>Government Maintenance</u>, <u>Reconditioning</u>, <u>Renovation</u>, <u>or Improvement</u>. Maintenance reconditioning, renovation, or improvement (MRRI) that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property, including but not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walks, or landscaping adjacent to other federally owned structures; replacing vault toilets with flush facilities, paving interior roads or replacing road base, upgrading facilities, and installing utilities; and performing exterior painting and refinishing (other than repair of unsightly visual marks caused by everyday use) and that is performed at the sole discretion of the authorized officer.
- 2. <u>GT Fee Offset Agreement</u>. Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall annually enter into a written GT fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement (MRRI) to be used to offset the permit fee. The agreement shall enumerate the portion of the permit fee to be offset by the cost of work performed by the holder and the schedule for completion of offset work; which projects are to be used for offset that year; standards for completion of the projects; and examples of allowable costs.
- GT Managing Fees Retained Under Offset Agreement (When Applicable) (A-21).

HOLDER-PERFORMED FEE OFFSET WORK

- 1. Work in Lieu of Cash Payments. Notwithstanding clauses V.A and V.C, the cost of work performed by the holder pursuant to a GT fee offset agreement as provided in clause V.D.2 may be credited in lieu of cash payments against the annual permit fee, provided that the work has been accomplished in accordance with the GT fee offset agreement and has been accepted as completed by the Forest Service before the end of the holder's fiscal year. In the absence of an approved fee offset agreement, payment shall be made in accordance with clauses V.A and V.C.
- 2. <u>Documentation of Expenses</u>. Prior to reimbursement or credit for GT fee-offset work, the holder shall submit sufficient documentation to allow the authorized officer to determine that the costs claimed are allocable to the GT fee offset agreement, actual, reasonable, and not unallowable.
- 3. <u>Final Payment</u>. The Forest Service shall reconcile annually the actual permit fee against permit fee payments made and credit given by the Forest Service for GT fee offset work. The holder shall pay any additional fees owed for the past year's operations within 30 days of billing.
- 4. Overpayment. Overpayment of the land use fee will be reimbursed by the Forest Service only if paid pursuant to clause V.A. Credit for offset work pursuant to clause V.D.2 is limited to the amount of the annual land use fee; expenses will not be reimbursed if they are greater than the annual land use fee.

HOLDER MAINTENANCE, RECONDITIONING, AND RENOVATION (MRR) PLAN. The holder at its expense shall perform holder MRR as defined in clause V.D.1(d) of this permit under a holder MRR plan approved by the Forest Service. The holder MRR plan shall describe required holder MRR and their frequency. The work performed under the holder MRR plan shall not be subject to fee offset under clause V.D.2.

FEE PAYMENT ISSUES

- 1. Crediting of Payments. Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.
- 2. Disputed Fees. Fees are due and payable by the due date. No appeal of disputed fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments will be made if dictated by settlement terms or an appeal decision.
- 3. Late Payments

- (a) Interest. Pursuant to 31 U.S.C. 3717 et seq., interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.
- (b) Administrative Costs. If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.
- (c) Penalties. A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.
- (d) Termination for Nonpayment. This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall be responsible for the delinquent fees, as well as any other costs of restoring the site to its original condition, including hazardous waste cleanup.
- **4. Administrative Offset and Credit Reporting.** Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 et seq. and common law. Delinquencies are subject to any or all of the following:
- (a) Administrative offset of payments due the holder from the Forest Service.
- (b) If in excess of 60 days, referral to the United States Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).
- (c) Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 et seq.
- (d) Disclosure to consumer or commercial credit reporting agencies.

ACCOUNTING RECORDS AND ACCESS. The holder shall follow generally accepted accounting principles or other cash basis of accounting in recording financial transactions. When requested by the Forest Service, the holder at its own expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service. The holder shall require any party who has responsibility for any day-to-day activities under clause II.F of this permit to comply with these same requirements. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit, as well as those of any parties authorized to operate under clause II.F of this permit, available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for five years after the end of the year they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

VI. REVOCATION, SUSPENSION, AND TERMINATION

- A. REVOCATION AND SUSPENSION. The Forest Service may suspend or revoke this permit in whole or in part:
- 1. For noncompliance with federal, state, or local laws and regulations.
- 2. For noncompliance with the terms of this permit.
- 3. For failure of the holder to exercise the privileges granted by this permit;
- 4. With the consent of the holder; or
- 5. At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

Prior to revocation or suspension, other than immediate suspension under clause VI.B, the authorized officer shall give the holder written notice of the grounds for revocation and suspension and a reasonable period, not to exceed 30 days, to cure any noncompliance.

- **B. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision shall be in writing. The holder may request an onsite review with the authorized officer's supervisor of the adverse conditions prompting the suspension. The authorized officer's supervisor shall grant this request within 48 hours. Following the onsite review, the authorized officer's supervisor shall promptly affirm, modify, or cancel the suspension.
- C. APPEALS AND REMEDIES. Written decisions by the authorized officer relating to administration of this permit are subject to administrative appeal pursuant to 36 CFR Part 214 as amended. Revocation or suspension of this permit shall

not give rise to any claim for damages by the holder against the Forest Service.

D. TERMINATION. This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit is not subject to administrative appeal.

VII. MISCELLANEOUS PROVISIONS

- **A. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.
- **B. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.
- **C. HOLDER REPRESENTATIVE.** The holder or a designated representative shall be present on the premises at all times when the facilities are open to the public. The holder shall notify the authorized officer in writing as to who the representative will be.
- **D. SUPERIOR CLAUSES.** In the event of any conflict between any of the preceding printed clauses and any subsequent clauses or provisions in the appendices attached to this permit, the preceding printed clauses shall control.
- E. Emergency Evacuation (R4-B1). In the event of emergency rescue involving the permittee or his clients which requires helicopter evacuation, the permittee will be responsible for the cost of such rescue.
- F. <u>Liability Waiver</u> (R4-B2). The holder will not request or require clients and/or customers to sign a liability waiver which releases the outfitter from responsibility for injury or damage resulting from the holder's negligence for activities authorized by this permit. The holder may, however, advise such persons of the risks involved and have them sign a Visitor's Acknowledgement of Risk, provided a copy of the proposed form has been submitted to and approved by the issuing Forest Officer.

VISITOR'S ACKNOWLEDGMENT OF RISK (SAMPLE)

I recognize that there is an element of risk in any adventure, sport, or activity associated with the outdoors. I am fully cognizant of the risks and dangers inherent in Enter type of activity and have been informed of known special hazards in such activity. A copy of a notice of such hazards is attached hereto and made a part hereof, and I, and the adult members of my family, have read the same. I certify that my family and I, including minor children, are fully capable of participating in the said activity.

Therefore, I assume full responsibility for personal injury to myself and/or to members of my family, or for loss or damage to my personal property and expenses thereof as a result of my negligence or the negligence of my family participating in said activity except to the extent such damage or injury may be due to the negligence of Enter concessionaire name. I further understand that Enter concessionaire name reserves the right to refuse any person it judges to be incapable of meeting the rigors and requirements of participating in Enter type of activity.

Self	Spouse
Minor Children	
	rms and conditions stated herein and acknowledge that this agreement shall being the entire period of participation of the said activity.
Parent/Guardian	
Customer Signature	Date

(If both parents are in attendance, both should sign.)

(Form may be modified to provide for the signature of each individual member of a group)

G. <u>Hanta Virus</u> (R4-B5). The permittee hereby acknowledges that s/he is aware of the possible presence of hanta virus in facilities authorized under this permit. The hanta virus is found primarily in deer mouse saliva, urine, and feces, and is potentially lethal to humans. Evidence of the virus has also been found in other rodent species such as pinon mice, brush mice, and western chipmunks. Infection can occur though inhalation of infected saliva or excreta as aerosols produced directly from the animal, or through dried materials when infected rodent excreta are disturbed directly, introducing it into broken skin, the eyes, or ingested with contaminated food or water. Persons have also become infected after being bitten by rodents. Risk of infection is greatest in areas such as human residences in rural and semi-rural areas, and in dark places frequented or inhabited by rodents where carriers of the virus and their droppings are likely to be present.

Activities authorized by this permit will be taking place in facilities where there has been known rodent activity in the past, and where there is a high probability of the presence of hanta virus. The permittee further acknowledges that s/he is responsible for taking any and all necessary precautions to prevent infection by hanta virus, and that the United States and Forest Service make no representations as to the effectiveness or any measures that may be taken by the permittee to prevent infection.

- H. <u>Salting</u> (R4-D6). The possession or distribution of salt is prohibited except as provided for in the Operating Plan for pack or saddle stock nutrition, trophy preservation, and culinary use. Periods of use, location, and method of livestock utilization will be provided by the holder and approved by the Forest Service Authorized Officer.
- I. <u>Recycling</u> (R4-D7). The holder shall incorporate waste reduction/prevention and recycling in daily operations and is encouraged to use recycled and/or environmentally preferable products (i.e.; biodegradeable products, post consumer recycled products, etc.). Materials considered recyclable include, but are not limited to the following (enter list).

Materials shall be recycled by the holder if drop off stations, recycling centers or transfer stations are available and in recycling can be accomplished in a similar manner as other waste disposal methods (i.e.; cost to the holder or distance of haul compared to other waste disposal methods). The holder shall handle, transport, store, and remove all recyclable materials listed above in a safe and healthy manner, in accord with all applicable laws and regulations.

J. OPERATING PLAN FOR SUPERVISION OF CHILDREN (C-14). The following clause is mandatory in special use authorizations that involve supervision of children under the age of 18 by the holder, holder's employees, agents, or contractors other than for ski areas.

The holder's operating plan must provide that if the holder, holder's employees, agents, or contractors learn of facts that give reason to suspect that a child under the age of 18 has suffered physical or mental injury, sexual abuse or exploitation, or negligent treatment (child abuse), the holder, holder's employees, agents, or contractors shall as soon as possible report the child abuse to [the local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A] and as soon as practicable thereafter to the Authorized Officer. The operating plan must include:

- 1. The name, address, telephone number, facsimile number, and e-mail address of [the local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A].
- 2. A schedule for providing periodic training on the signs of child abuse and the reporting requirement when child abuse is suspected.
- 3. A Sample for Reporting Suspected Child Abuse or Neglect and, to the extent mandated by applicable State law, the requirement for all employees who work with children under the age of 18 to undergo a criminal background check.

The operating plan and any revisions to the operating plan must be submitted by the holder and approved by the Authorized Officer prior to the commencement of operations and shall be attached to this permit as an appendix. The Authorized Officer may require an annual meeting with the holder to discuss the terms and conditions of the permit, operating plan, annual use reports, and any other concerns either party may have.

52.3 Exhibit 01. Sample for Reporting Suspected Child Abuse or Neglect, must be provided to holders of permits that contain clause C-14. When circumstances dictate, advise these holders that the use of the reporting sample is encouraged, but does not replace oral report requirement both telephonically or otherwise. (See 52.3 – Exhibit 01 below).

52.3 - Exhibit 01. Sample for Reporting Suspected Child Abuse or Neglect.

This reporting sample must be provided to holders of permits that contain clauses C-14 and C-15. When circumstances dictate, advise these holders that the reporting sample must be included in their operating plan. However, its use is encouraged, rather than required and does not substitute for oral reports, telephonically or otherwise.

52.3 - Exhibit 01

Sample of Reporting Suspected Child Abuse or Neglect

AUTHORITY: Crime Control Act of 1990 (42 U.S.C. 13031)

Information on suspected child abuse or neglect that the holder or the holder's agent obtains should be reported to [the local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A] with authority to take emergency action to protect children who are abused or neglected. Retain a copy for your records. Some of the information obtained in this type of reporting may be subject to protection by the Privacy Act 5 U.S.C. sec. 552a.

Date of Initial Call(s):

January 1, 2013

Name, Title, Organization, Address, Telephone Numbers, Fax Number, and E-Mail Address of Persons Contacted: John Doe, Sargent, Smith County Police, 100 Broad Street, Arlington, VA, 703-555-5000, 703-555-5001, John.Doe@smithcountypolice.com

Action Taken in Response:

Report opened and filed

Date of Follow-Up Call(s) or Other Contacts:

February 1, 2013

Name, Title, Organization, Address, Telephone Numbers, Fax Number, and E-Mail Address of Persons Contacted: John Doe, Sargent, Smith County Police; 100 Broad Street, Arlington, VA; 703-555-5000; 703-555-5001, John.Doe@smithcountypolice.com

Action Taken in Response:

Report closed and filed

Permit Holder's Name, Address, and Telephone Numbers:

James Smith, Smith County Recreation: 120 Broad Street, Arlington, VA; 703-555-5100; 703-555-5101, James.Smith@smithcountyrecreation.com

Child's Complete Name, Including Middle Initial Gender Age Date of Birth Jane L. Doe Female 10 May 1, 2002

Child's Address and Telephone Numbers:

555 Main Street, Arlington, VA: 703-555-5201

Name of Child's Parents or Guardian: Thomas Doe

Relationship: Father

Parents' or Guardian's Address and Telephone Numbers: 555 Main Street, Arlington, VA; 703-555-5201
Name of Persons Suspected of Abuse or Neglect: Fred Thomas
Relationship: Counselor
Address and Telephone Numbers of Persons Suspected of Abuse or Neglect: 755 Broad Street, Arlington, VA; 703-555-5301
Check all that apply: (X) Physical Injury () Sexual Abuse () Emotional Neglect or Abuse () Physical Neglect () Other (specify):
State the nature and extent of the current injury, neglect, or sexual abuse to the child in question and the circumstances leading to the suspicion that the child is a victim of abuse or neglect: Counselor punched child in public view of the class he was supervising.
If known, provide information concerning any previous injury, sexual abuse, or neglect experienced by this child or other children in this child's family, including any previous action taken in response: None known
State other information that may be helpful in establishing the cause of the child's status: No information available
Signature and Title of Person Making Report: Signed Date:
Distribution: [Insert the name, address, telephone number, facsimile number, and e-mail address of local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A]

K. <u>AERIAL ADVENTURE COURSE PLANS AND SPECIFICATIONS</u> (C-16). All plans for aerial adventure courses shall be properly certified as being in accordance with American Society for Testing and Materials Standards (ASTM) F24 or an equivalent industry standard certified in writing by a qualified engineer to be equivalent. A complete set of drawings, specifications, and records for each facility shall be maintained by the holder and made available to the Forest Service upon request. These documents shall be retained.

L. <u>AERIAL ADVENTURE COURSES: HOLDER AUDITS</u> (C-17). The holder shall, at its own expense, have all aerial adventure courses and supporting structures audited by a qualified engineer or qualified inspector before commencement of operations each year. Audits shall be made in accordance with ASTM F24 or an equivalent industry standard and shall be documented in a report certified by the qualified engineer or qualified inspector that contains the following statement.

This is a report of the annual operations audit of an aerial adventure course(s) on National Forest System lands per ASTM F24 or an equivalent industry standard. The audit has been performed in accordance with accepted industry standards.

This report is not intended to provide engineering information, advice, or consultation beyond that required by audit provisions of accepted industry standards.

Before public operation of the installations and equipment each season, the holder shall submit to the Forest Service a certificate of audit signed by an officer of the holder's company that attests to their adequacy and safety and that states at a minimum:

Pursuant to our Forest Service permit for an aerial adventure course, we have had an annual operations audit of the course performed to determine compliance with ASTM F24 or an equivalent industry standard.

We have received the results of the audit and have made and documented corrections of all the deficiencies noted in the audit report. The aerial adventure course(s) authorized by our permit is ready for public use.

Q. Risk of Loss of Federally Owned Improvements (B-8).

The holder assumes all risk of the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and forces of nature. If the authorized improvements are destroyed or substantially damaged, the Authorized Officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.

R. Government Owned Improvements Property Insurance (B-9).

The holder shall have in force property insurance for the Government-owned improvements in the minimum amount of \$\frac{3}{2,000,000}\$ which represents replacement in kind or functional replacement of the insured property. The types of loss to be covered by this clause shall include but not be limited to damage to the Government-owned improvements identified herein. At the sole discretion of the Authorized Officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged Government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

S. Drinking Water Systems (B-38).

The holder, as the water supplier and owner or operator of the drinking water system for the facilities authorized by this permit (Camp Lee Canyon Water System PWS ID# NV0005009), is responsible for compliance with all Authorized Officer Federal, State, and local drinking water laws and regulations governing operation and maintenance of a public drinking water system, including but not limited to developing, operating, and maintaining the system and conducting drinking water testing and taking appropriate corrective and follow-up actions in accordance with federal, state, and any other Authorized Officer requirements. For the purposes of this permit, public water systems are defined in accordance with the Safe Drinking Water Act, as amended (42 U.S.C. 300f et seq.), and the National Primary Drinking Water Regulations, 40 CFR Part 141, or state regulations, if more stringent. The holder shall retain all drinking water system records as required by Authorized Officer laws and regulations. The holder agrees to make the records available to the Forest Service and to any other regulatory agency authorized to review Forest Service activities.

The holder uses components of an adjacent Forest Service water system (McWilliams Water System PWS ID# NV0002508), including shared supply lines, a shared 185,000 gallon water tank, a shared chlorination building, and shared distribution lines. The holder is responsible for chlorination of the entire water system twice a year, and for inspecting and maintaining the tank and common lines. Because the respective water sources for the Forest Service and holder are not completely separated, the holder and the Forest Service will share sample siting plans for coliform bacteria, and will notify the other party immediately upon receipt of a coliform-positive sample or an imminent public health threat, or if any other evidence is detected indicating a contaminant in their water source, including exceedances of non-coliform regulatory standards. The Forest Service is the owner and is responsible for the cost of replacement of the shared water system components, including the common supply and distribution lines and the shared tank and chlorination building. The cost of repairs shall be shared equally between the Forest Service and the holder.

The holder supplies electricity to holder-owned, shared, and Forest Service-owned water system components, and is responsible for the cost of repairs to its power generating system and power supply lines, up to the point where power reaches the appliance (such as fuse boxes, well units, meters, switches, pumps, etc.) for shared water system components, and at the shutoff disconnect in the Camp Lee Canyon powerhouse for Forest Service water system components. The holder receives Facility Use Fee Offsets in proportion to the power supplied and water system monitoring work provided to shared and Forest Service water system components, as spelled out in Appendix F. The offset amounts will be identified in the annual GT-Offset form.

T. Removal and Planting of Vegetation and Other Resources (D-5).

This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the Authorized Officer or the Authorized Officer's designated representative has approved in writing and marked

or otherwise identified what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the Authorized Officer. Trees, shrubs, and other plants may be planted within the permit area with prior written approval of the Authorized Officer.

U. GT - Alteration of Federally Owned Improvements (D-16).

If during the term of this permit any Federally-owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection with the alteration shall become the property of the United States, regardless of whether the work is performed by the holder or any other party. The holder shall not be entitled to any compensation for that property, other than to the extent it qualifies for fee offset.

V. Use by Other Groups (X-16).

This authorization is issued with the understanding that the holder will make the camp and facilities available for use by other groups and organizations to the extent possible to obtain the greatest total use during the year: Provided, that the use by other groups does not conflict with the scheduled use by the holder. The holder will furnish the Authorized Officer annually on or before October 1, a schedule of use, organizations using, and planned number of users.

W. Superseded Authorization (X-18).

This authorization supersedes an authorization designated SMA100704.

X. Regulating Services and Rates (X-22).

The Forest Service shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services permitted by the authorization. Such prices and services may be regulated by the Forest Service: Provided, that the holder shall not be required to charge prices lower than those charged by comparable or competing enterprises.

Y. Liquor Sales Prohibited (X-25).

The sale of liquor or other intoxicating beverages is prohibited in the permit area.

Z. Signs (X-29).

Signs or advertising devices erected on National Forest System lands shall have prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards, as determined by the Forest Service.

AA. Advertising (X-30).

The holder, in advertisements, signs, circulars, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of the authorization, or the area covered by it or the vicinity. The fact that the permitted area is located on the National Forest shall be made readily apparent in all of the holder's brochures and print advertising regarding use and management of the area and authorized facilities.

AB. Performance by Other Than Holder (X-69).

The acquisition or assumption by another party under an agreement with the holder of any right or obligation of the holder under this authorization shall be ineffective as to the Forest Service unless and until approved by the Authorized Forest Officer. A subsequent acquisition or assumption shall not:

- 1. Operate to relieve the holder of the responsibilities or liabilities they have assumed hereunder, or
- 2. Be given unless such other party (1) is acceptable to the Forest Service as a holder, and assumes in writing all of the obligations to the Forest Service under the terms of this authorization as to the incomplete portion thereof, or (2) acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.

THIS PERMIT IS GRANTED SUBJECT TO ALL ITS TERMS AND CONDITIONS.

BEFORE ANY PERMIT IS ISSUED TO AN ENTITY, DOCUMENTATION MUST BE PROVIDED TO THE AUTHORIZED OFFICER OF THE AUTHORITY OF THE SIGNATORY FOR THE ENTITY TO BIND IT TO THE TERMS AND CONDITIONS OF THE PERMIT.

CLARK COUNTY, NEVADA Board of County Commissioners Department of Parks & Recreation	U. S. DEPARTMENT OF AGRICULTURE Forest Service
Ву:	Ву:
Name: MARILYN KIRKPATRICK	Name: BILL DUNKELBERGER
Title: CLARK COUNTY, BOARD OF COUNTY COMMISSIONERS (Chairwoman)	Title: FOREST SUPERVISOR (Authorized Officer)
Address: 500 South Grand Central Parkway Las Vegas, NV 89155	Humboldt-Toiyabe National Forest 1200 Franklin Way, Sparks, NV 89431
Phone #: (702) 455-8200	Phone #: (775) 331-6444
Date:	Date:

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average one (1) hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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

Clark County Parks and Recreation

OPERATING PLAN FOR THE

USFS 2020 ANNUAL PERMIT - APPENDIX A



ANNUAL OPERATING PLAN Appendix A

2021 OPERATING SEASON
(October 1, 2020-September 30, 2021)
Camp Lee Canyon Organizational Camp
Authorization ID: SMA0129

The purpose of Camp Lee Canyon is to provide a facility where the Clark County Parks and Recreation Department can provide Southern Nevada residents and organizations with a mountain camp experience. Camping and County camp programs aim to help individuals of all ages learn to make choices, take responsibility, develop skills, gain confidence, build independence and self-reliance, satisfy needs for physical activity and creative expression and experience living in a community environment. The camp also imparts to participants an appreciation for natural environments and teaches the need to care of forest lands and resources.

Camp Lee Canyon is a year-round operation. The camp is available for use every day of the year except Christmas and Thanksgiving. The camp has two seasonal schedules: it is utilized daily from May 1 to the last weekend of August, and Friday to Sunday the rest of the year.

Recreational opportunities include hiking, camping, campfires, winter play, nature study, bird study, archery, team sports, environmental education, drama, art, science, geology, dance, music, astronomy, survival, picnics, service projects, etc.

This **Annual Operating Plan** supplements the **Special Use Permit**. The Special Use Permit provides authority to occupy and use National Forest land, and this Annual Operating Plan describes where, when and how the permitted use and activities will take place. As **Appendix A** of the Special Use Permit, the Annual Operating Plan provides guidance and instructions to the holder, its employees, and others regarding meeting the conditions set out in the Special Use Permit granted to Clark County to operate Camp Lee Canyon, including areas such as operations, public health, and safety. Within this plan and at the end of this plan are references to **additional documents and plans** that supplement this plan **including other permit appendices**.

Direction within the Organizational Camp Act of 2003 defines that complete documentation of organizational camp policies and procedures is critical and the significance of complete written documentation (inspections) are vital. The Annual Operating Plan must be completed by Clark County Parks and Recreation Department by September 30. USFS will review and sign by October 31. Failure to submit an Annual Operating Plan could cause the authorization to be suspended or revoked.

The **County representative** responsible for the daily administration of this plan is the current Park Maintenance Supervisor, and the signer for Clark County Board of Commissioners. The **Forest Service representative** with jurisdiction over Camp Lee Canyon is <u>Bill Dunkelberger</u>, Forest Supervisor, Humboldt-Toiyabe National Forest. The Forest Supervisor must approve the Annual Operating Plan to determine whether the permit holder is in compliance with the terms and conditions of the special use

Prepared By: ______ Date: ______
Permit Holder Signature (Permittee/Hodler)

Permit Holder printed name

Reviewed By: ______ Date: ______
FS Permit Administrator Signature

Permit Administrator printed name

Approved By: ______ Date: ______
Parmit Administrator printed name

Approved By: ______ Date: ______

Authorized Officer Signature

Authorized Officer Printed name
FOREST SUPERVISOR

CONTENTS

- A. SIGNATURE PAGE w/dates (Page 2)
 - 1. Permittee/Holder Preparer
 - 2. District Permit Administrator Reviewer
 - 3. District Ranger Reviewer
 - 4. Forest Supervisor Approving Officer
 - 5. Purpose of the Annual Operating Plan
 - 6. Identification of Permittee Representative
 - 7. Identification of Authorized Officer
 - 8. Permittee/Holder and Forest Service responsibilities
- B. PERSONAL CONTACTS (Under F1 and F2 below)
 - 1. Permittee/Holder
 - 2. Designated full-time custodian (for the entire operating season)
 - 3. Forest Service
 - 4. Emergency personnel
- C. ANNUAL ORG CAMP CERTIFICATION: The permittee/holder must annually certify the camp meets the definition of an organizational camp. Use the following statement in the Annual Operating Plan:

"Pursuant to our special-use authorization for the Camp Lee Canyon Organizational Camp, I have determined and now certify that this camp does meet the complete definition of an organizational camp as defined within the **National Forest Organizational Camp Fee**

Improvement Act of 2003." The law states, "the term "organizational camp" means a public or semipublic camp that--

- (1) is developed on National Forest System lanes by a nonprofit organization or governmental entity;
- (2) provides a valuable service to the public by using such lands as a setting to introduce young people and/or individuals with a disability to activities that they may not otherwise experience and to educate them on natural resource issues; and
 - (3) does not have as its primary purpose raising revenues through commercial activities.

(by does not have as its primary parp	reservations revenues amough commercial activities.
Permittee/Holder	Date
	RTIFICATION: The holder shall, at its own expense, porting structures audited by a qualified engineer or t of operations each year.
be <u>documented</u> in a <u>report</u> certified by the <u>contains the following statement</u> : This is a adventure course on National Forest Systestandard. The audit has been performed in	STM F24 or an equivalent industry standard and shall equalified engineer or qualified inspector that report of the annual operations audit of an aerial em lands per ASTM F24 or an equivalent industry n accordance with accepted industry standards. This ring information, advice, or consultation beyond epted industry standards.
Inspector	Date
to the Forest Service a certificate of audit s attests to their adequacy and safety and th Service permit for an aerial adventure cou course performed to determine compliance standard. We have received the results of	and equipment each season, the holder shall submit signed by an officer of the holder's company that hat states at a minimum: Pursuant to our Forest arse, we have had an annual operations audit of the ce with ASTM F24 or an equivalent industry the audit and have made and documented in the audit report. The aerial adventure course ic use.
Permittee/Holder	Date

E. ANNUAL OPERATING PLAN (REQUIRED ELEMENTS):

The following six items must be addressed within the annual operating plan. Facilities and structures must:

- 1. Meet all applicable building and safety codes, including:
 - a. Fire
 - b. Health
 - C. Food handling
 - d. Sanitation
- 2. **Have annual inspections** (as required by local, county, state law) that include, at a minimum:
 - a. Fire (facilities and structures)
 - b. Food handling
 - c. Water
 - d. Sanitation
- 3. Have approved long-term safety plans in place that address:
 - a. Fire emergencies (including approved fire evacuation plans)
 - b. Medical emergencies
 - C. Emergency rescue
 - d. Encounters with wildlife (such as the Bear-Aware program)
- 4. **Define proportionate road maintenance responsibilities** (as appropriate).
- 5. Explain Fees (Reference 2709.11 Chapter 50). See Permit Section VIII, Subsection J. The Annual Fee for the activities authorized by the permit is calculated using the following formula: Annual Fee = Annual Land Use Fee Priority 1 & 2 Guest ductions + Annual Other Revenues Fee + Annual Facility Use Fee. The minimum Annual Fee is \$300.
 - a. ANNUAL LAND USE FEE:

The base Annual Land Use Fee for Camp Lee Canyon is **calculated** via NASS data in the Special Use Database System (SUDS).

b. Reductions to the ANNUAL LAND USE FEE (Priority 1 and Priority 2 Guests): The base Annual Land Use Fee (above) may then be reduced by the proportions of Priority 1 guests (no limit on percentage of reduction allowed) and Priority 2 guests (up to a 60% reduction allowed) out of total guests.

For example, if 10% of total guests are Priority 1 guests (individuals with a disability and children at risk), the first reduction is 10%.

Also, if 80% of total guests are Priority 2 guests (guests participating in youth

programs through organized and supervised social, citizenship, character-building, or faith-based activities oriented to outdoor recreation experiences), the second reduction is 60%. This example totals a 70% reduction of the value calculated in A, above.

- COUNTY Offset of the ANNUAL LAND USE FEE: After the above are reported on the Annual Use Report and entered into the Annual Fee Calculation Worksheet, the Annual Land Use Fee WILL BE OFF-SET because the County is a government entity, but shall not be reduced below the minimum Land Use Fee, which is \$300, unless adjusted by the region. The minimum Land Use Fee of \$300 is due prior to use and is not refundable.
- d. FEES BASED ON OTHER REVENUES: Revenue derived from "other" than Priority 1 and 2 guests Add 5% of all revenues from "other sources" to the \$300 fee above. Fees will be assessed upon revenues received by the holder in excess of holders operating costs for the year.

e. ANNUAL FACILITY USE FEE.

The Annual Facility Use Fee clause applies to organizational camps with Government-owned improvements, as authorized under the Granger-Thye (GT) Act. The base Annual Facility Use Fee is 5 percent of the value of the Government-owned facilities (buildings) authorized by this permit. The Facilities & Improvements Inventory calculates this value, with an Annual Facility Use Fee of \$100,438.

The Annual Facility Use Fee may be offset by eligible Granger-Thye MRRI work, up to the full value of the Fee. This offset work and its value must be documented and agreed to in advance. Document the GT offset of an Annual Facility Use Fee on Appendix B of the Permit (the Annual Granger-Thye Fee Offset Agreement / Government MRRI Plan).

6. **Explain Reporting:** The holder is required to submit an **ANNUAL ACTUAL USE REPORT** specifying the total number of guest use days (by group), as well as the total number of Priority 1 and Priority 2 guest use days, and the revenues derived from "other-than-Priority 1 or 2 guests". (See 5b, 5c and 5d above.) The report covers the operating year of October 1 – September 30 and is due annually on September 30.

F. <u>ADDITIONAL ITEMS TO COVER IN THE ANNUAL REVIEW OF THE OPERATIONS PLAN</u> (Incorporate or summarize below, and/or reference associated external plan documents):

1. Addresses, Key Personnel, and Contacts

Camp Lee Canyon, 6201 Lee Canyon Road, Mt Charleston, NV, 89124

CLARK COUNTY:

- Supervisory Park Maintenance Worker, NV licensed Water System Operator D4 –
 Gregory Bernhardt, berngreg@clarkcountynv.gov, 702-872-5489
- Supervisor Shelly Gulotta, gulottms@clarkcountynv.gov, 702-455-6514
- Assistant Manager Justin Williams, justinw@clarkcountynv.gov, 702-455-8194
- Manager Robert Dwyer, dwyerri@clarkcountynv.gov, 702-455-8288
- Assistant Director, Mindy Meyers, meyersm@clarkcountynv.gov, 702-455-8134
- Director Daniel Hernandez, Daniel.hernandez@clarkcountynv.gov, 702-455-8259
- Safety Administrator, Clark County Leigh Ann Anders, leigh.ann.anders@clarkcountynv.gov, 702-455-8586

USFS:

Recreation Special Uses Permit Administrator – Roger Haga, roger.haga@usda.gov, 970-417-7179
Facilities Technician – Jared Deal, jared.deal@usda.gov, 702-274-1528
Developed Recreation Director – Jonathan Stein, jonathan.stein@usda.gov, 775-816-0650
Lands Special Uses Administrator – Marnie Bonesteel, marnie.bonesteel@usda.gov, 775-221-9225
Civil Engineer – Sierra Brewer, sierra.brewer@usda.gov, 775-720-4105
Forest Recreation and Program Manager – Randy Kyes randy.kyes@usda.gov, 702-352-1254
Area Manager – Deborah J. MacNeill deborah.macneill@usda.gov, 702-515-5448
Forest Supervisor – Bill Dunkelberger william.dunkelberger@usda.gov, 775-355-5310

EMERGENCY PERSONNEL:

Chief, Mt Charleston Fire Protection District – Jorge Gonzalez, Jorge.gonzalez@clarkcountynv.gov, 702-872-5483

Assistant Fire Chief, Clark County – Larry Haydu, lhaydu@clarkcountynv.gov, 702-455-7700 Metro Police Department – Matt Marlowe, m6204m@lvmpd.com

2. Caretakers & Assigned Quarters Plan (Designated one full-time, year-round custodian, list of two part-time on-site personnel, positions, periods occupied, & contact info). Camp staff responsibilities are outlined in the Camp Lee Canyon Operations Manual & Maintenance Schedule. The staffing assignments are <u>subject to change</u>. Clark County maintains continual staff presence at the camp by rotating the following people:

FT Year Round Custodian — **Gregory Bernhardt**, see above for contact info Program Assistant — **Jonathan Hester**, P/T job, F/T year-round resident, 702-872-5489 Program Assistant — **Martha Law**, P/T job, F/T year-round resident, 702-872-5489

3. Challenge Course Plan (w/List of Operators)

The Camp Lee Canyon Challenge Course was built in the summer of 1999 and has been operating continually since then. The Challenge Course is operated seasonally from May 1 to Oct. 30. The Camp Lee Canyon Challenge Course is available to the public as an internal or external rental with Clark County Parks and Recreation employees serving as course facilitators. The course is open to all ages and ability levels. The course and all of its equipment are typically inspected in October by a third-party ACCT Challenge Course

builder and a report is produced showing any deficiencies or items that need to be updated to stay within code. In addition to the third-party inspection, training is offered for new facilitators and/or a refresher for the previous year's facilitators. The number of course facilitators vary between 8 and 15 individuals who are full-time Parks and Recreation employees who have other duties in Las Vegas working at other Parks and Recreation facilities.

The course has a **Facilitator Manual** as well as a **Ropes Log Book** that is kept in the supply shed at the course along with all other equipment and supplies. The manual covers topics such as: mission statement, philosophy, introduction, roles and responsibilities, safety, operational procedures, illness prevention and emergency response.

Annually Challenge Course Facilitators – Subject to change

The list of certified Challenge Course facilitators- subject to change for 2020 includes:

- Taylor Carmen
- Dannielle Garcia
- Jamie Homm
- Missy Klippert
- Jessica Laguna
- Jason Lenhart

- Elmer Lopez
- Rich Mueller
- Veronica Reyes
- Kathy Smith
- Travis Smith
- Mike Tate

4. Off-Site Activities Plan

Besides providing recreational activities at Camp Lee; Parks and Recreation staff occasionally provide outdoor recreational programming offsite. This programming is typically offered as part of the Clark County summer camps but can be offered to outside group rentals. Offsite recreation provided in years past has included: Hiking, Mtn. Biking, Camping and Snowshoeing. Clark County provides the equipment for Mtn Biking, camping and snowshoeing.

The outdoor excursions are planned with assigned County staff providing wayfinding, transportation, medical and communication support. County staff are provided with radios, first aid kits and additional snacks and water. Transportation is provided by the Counties sprinter vans to get to and return from trail heads. Trails that have been used in the past include: Bristlecone trail, Mary Jane Falls, North Loop trail and the trails of the Saw Mill picnic area. Groups are typically small, 15-20 participants, but occasionally a much larger hike to Mary Jane Falls has included as many as 50 participants.

Clark County Parks and Recreation staff shall communicate these dates in advance with the Staff Recreation Officer for the SMNRA so he/she is aware of the trip.

Clark County currently has two staff employees with Wilderness First Aid Certification- **Subject to Change.**

Rec Specialist II – **Mike Tate**, mtate@clarkcountynv.gov, 702-455-8128 Rec Specialist II – **Missy Klippert**, missyk@clarkcountynv.gov, 702-455-1911

5. Camp Lee Canyon Water System O&M Plan (PWS ID# NV00050090)

The Camp Lee Canyon Water System, owned and operated by Clark County Parks & Recreation, consists of a well to supply water to an above-ground 185,000 gallon water tank shared with the USFS. Water then distributes from the tank throughout Camp Lee Canyon via a shared 10" water main. Potable water is used for domestic use and fire protection. The O&M Manual is located in the shared chlorination building adjacent to the shared water tank. A narrative description and schedule of operating procedures and maintenance duties can be found in the Camp Lee Canyon Staff Responsibility Manual.

6. Health, Medical Emergency & Emergency Rescue Plan

COVID-19 PLAN: (Will change as the governor's directives change)
Clark County (holder) shall follow all Federal, State and local health requirements,
emergency declarations, and general precautions to ensure the health and safety of
all staff and users son the property.

HEALTH PLAN: All groups at Camp Lee Canyon are required to have at least 1 person with a First Aid / CPR certification. Groups also provide their own first aid equipment and supplies during the rental, and their own medical transport. All Clark County internal camp retreats utilize a Registered Nurse along with guiding Doctors orders. The camp infirmary is supplied with a locking refrigerator and cabinet for all drugs and medications. Camp Lee Canyon also has a small laundry room for group and or medical use. The room is open 24 hrs. and includes all detergent and needed supplies.

TRANSPORTATION: Each user group provides their own transportation to and from Camp Lee Canyon. User groups are encouraged to transport all campers in insured vehicles with adequate seat belts for each passenger. All vehicle transportation within the camp is limited to loading and unloading of camp gear. Vehicles are parked in the camp parking lot at all other times.

CAMP COMMUNICATIONS: Ambulance and Flight-for-Life phone numbers are posted by each camp phone. Communications with emergency personnel or agencies is made via telephone. If phone service is interrupted, emergency communications will be facilitated by County radio, which is in the Maintenance Garage.

EMPLOYEE SAFETY: All camp staff are covered by worker's compensation and report all job-related injuries immediately. Worker's compensation forms are completed within 24 hours of an injury or claim. Forms are kept on file with the camp manager.

Employees do not use any power tools they are not familiar with and trained on. Employees have an annual hearing evaluation and are provided with hearing protection equipment. Employees are issued back supports, hard hat, hearing protection, and eye protection and have access to a respirator when their job duties require use of one.

HANTAVIRUS: All Camp Lee Canyon employees and their families are encouraged to have baseline blood samples drawn and preserved at the Clark County Health District for comparison to help medical personnel if hantavirus is ever diagnosed. Each camp employee has a physical examination and a respirator check before wearing protective masks and clothing for hantavirus cleaning. Each employee is briefed on the hantavirus cleaning procedures and hantavirus signs and symptoms before beginning employment at Camp Lee Canyon. Protective gloves are to be worn whenever handling traps, rodents, cleaning toilets, or cleaning of bodily fluids.

MEDICAL EMERGENCY & RESCUE PLAN: All medical emergencies and rescues are handled by the Mt. Charleston Fire Protection District. Groups and staff are to call 911 to initiate EMS or Fire response. Clark County maintains a radio backup if the phones go out. Mt. Charleston Fire Protection District staffs a station 24 hours a day, 7 days a week in Kyle Canyon and a second station in Lee Canyon seasonally Wed.-Saturday 8-6pm.

FIRE DRILL / CAMP EVACUATION PROCEDURE: The Group Leader or Assistant Group Leader rings the main fire bell in front of the dining hall for 2-3 minutes in a constant ring. The Camp Manager or designee phones the Fire Department (911) of the fire sighting. Everyone in the camp meets under the flagpole located next to the fire bell. At the flagpole everyone will receive directions from the Group Leader or Assistant Group Leader. A camper's count is made by each counselor of each cabin. Once the count is correct and all campers and staff are accounted for, the Group Leader or Assistant Group Leader explains where the fire is and the route to be taken to evacuate the camp. The two main camp exit strategies are:

- MAIN GATE EXIT If campers can enter the highway and leave the mountain, campers will leave the camp at the main gate, turn right on State Highway 156, approximately 300 yards, meeting at Lee Meadows.
- REAR GATE EXIT If campers cannot enter the highway and leave the mountain, they will be directed to walk up the service road east of the dance floor, approximately 600 yards to the Lee Canyon Ski Area lift area meeting place. This is located at near the main lodge at the ski resort.

LOST CAMPER PROCEDURE: If a camper is suspected to be missing, the Group Leader or Assistant Group Leader rings the fire bell in front of the Dining hall for 2-3 minutes. Everyone in the camp meets under the flagpole located next to the fire bell. The group will receive instructions from the Group Leader or Assistant Group

Leader. A camper's count is made by each counselor of each cabin. If the camper is not located during this count, information is gathered by the Group Leader or Assistant Group Leader. This includes:

- Camper's Name
- Physical Description
- Where Last Seen
- Clothing They Were Wearing

The Camp Manager or Clark County Staff on duty will contact the Police Department, Search and Rescue, the USFS and staff immediate supervisor and administration. Counselors are organized into teams of two persons, to begin a search until the authorities arrive. Teams report back to camp personnel every hour. The Group Leader or Assistant Group Leader contacts the Parks and Recreation Supervisor. The Parks and Recreation Supervisor will contact parents. The Group Leader or Assistant Group Leader keeps in close contact with search teams and emergency personnel until the camper is found.

AVALANCHE: Avalanche warnings are faxed or emailed to camp personnel from the USFS. When such warnings are received, camp user groups are requested to restrict hiking, snow play, exploration, and other activities to camp boundaries. Groups may be asked to evacuate or leave camp if the conditions are determined to be unsafe.

7. Food Handling & Sanitation Plan

FOOD HANDLING: The County provides a commercial kitchen with the following features: Reach in and walk in coolers and freezers, meat slicer, microwave, food heating/cooking cabinet, commercial dishwasher, plates, cups, silverware, pots, pans and 6 burner range with 30 griddle. Bleach, and other cleaning supplies are provided as well as trash bags and paper towels. The kitchen is cleaned and sanitized before and after each group. Each group uses the kitchen and provides their own food service, and is required to have a **Food Handlers card** from SNHD. The SNHD inspects the kitchen in May or June to identify any deficiencies and reissues the camp's Commercial Kitchen rating.

SANITATION: Sanitation at camp is provided by the camps 6 septic tanks at all buildings with restrooms. Garbage is collected by camp staff and placed into one of three camp trash bins. The trash bins are emptied every Tuesday by Republic Services. All the camps buildings are cleaned and sanitized between camp rental use as well as during groups renting the facility. All buildings floors are bleached and hard services are wiped down. The camp's wildlife pond is monitored and controlled

for mosquitos by the Counties Vector Control Supervisor.

8. Wildlife Encounters Plan

Wildlife encounters and observation are frequent occurrences at Camp Lee Canyon. Most groups using the camp are hoping for an opportunity to observe wildlife and nature; it is a huge part of the 'outdoor' experience that the forest offers.

There are no bears in the Spring Mountains so there is no Bear-Aware Program. Most wildlife encounters at camp involve observing birds, insects and chipmunks or ground squirrels. In the spring and summer the forest is alive with bird calls and small chipmunks are seen scurrying about.

The occasional wildlife encounters are with Lee Canyon's wild horses, donkeys, burros, deer and rarely seen elk population. When groups see these animals the Camp Lee Canyon staff educates the camp users that these are wild animals and they are not to be approached, fed or bothered. Groups are encouraged to watch, take photos, but are told to keep a very safe distance away.

Camp Lee Canyon has a very small watering hole / pond that it keeps full near the challenge course. When groups are using the challenge course the wild horses are known to stop by for a drink 3 or 4 times a day. When this occurs, the challenge course activities are halted and the County staff has all participants move away from that area. The horses typically hang out and get a drink for just 10 or 15 min. and then move along.

Wildlife encounters at camp are an integral part of the experience and recreation that all user groups desire and need. All wildlife at Camp Lee Canyon is valued and protected. Camp staff is always on hand to answer questions or take advantage of that teachable moment to pass along information.

9. Defined Proportionate Road Maintenance Plan & Boundary Management

ROADS: Clark County Parks & Recreation handles all road grading and repair of the Camp Service Road, the Camp Guest Road, and some grading and repair of the Foxtail Road. Because the Ski Area uses the base area for snow play, the Ski Area clears snow on the Foxtail Road to the second gate. MRR on these 3 roads falls to the County and MRRI work is eligible for a fee offset. Roads are graded as needed (at least quarterly) to provide proper drainage and repair. A tractor with a gannon box is kept on site for this purpose.

In April and May, as the snows melt, all three roads are graded.
In July and August, particularly after monsoonal flooding, the two camp roads are repaired with Type II road base as needed to keep them passable.
From November to April, snow is removed from all three roads to maintain facility access.

ROAD GATE CONDITIONS: The 2 roads entering Camp Lee Canyon have locking pipe

gates that can be secured when the camp is unoccupied. The 4 road gates on the 2 camp roads are yellow County Park gates, made by an in-house welder. The property should be upgraded to 4 brown USFS gates (starting with the 2 outer gates) to match other USFS rec amenities in the SMNRA and to match the USFS signs that identify Camp Lee Canyon as a USFS Org Camp. The service entry gate, the most heavily used gate on the property, is in substandard condition and does not lock because of misalignment.

ROAD SIGNS AND BOUNDARY MANAGEMENT: Signs at the 2 camp entry roads designate the area as "Camp Lee Canyon operated by the Clark County Parks and Recreation Department." The signs also indicate that use of the camp is reserved for those obtaining a Use Permit Form from the County Recreation Office. There are several "No Trespassing" signs posted at the north end of the camp to keep camp users from entering the private property and abandoned cabin that sits near State Highway 156. Ten miles per hour speed limit signs are posted for camp roads. The southwest and east boundaries of the camp have no physical markings, but since the camp sits in a ravine, campers are informed of the camp boundaries (the mountains on each side of the camp and the archery range to the south) during their orientation. There is a sign along the service road to the Lee Canyon Ski Area, that indicates that hiking and snow play is limited in this area and should be conducted in other areas.

10. Hazard Tree Plan (Identification & Removal)

Hazard Trees are managed according to the Region 4 Hazard Tree Guide. In the spring each year, Camp staff identifies trees that show signs of damage or death and report to USFS staff (Jonathan Stein) for further inspection and treatment. Mr. Jonathan Stein will determine whether Clark County or the USFS will perform the work. If holder performs the work, costs will be eligible in the full for fee offset.

11. Vegetation Management and Erosion Plan

In order to preserve plant life, campers are not to pick any flowers or plants, or alter trees in any way through chopping, carving, cutting, etc. Signs on the nature trail advise hikers to "please stay on trail." Camp vehicular traffic is limited to loading and unloading gear. Vehicles are parked in a designated parking area at all other times. All vehicular and foot traffic is confined to established roads and trails, except for winter play, which is allowed on the hills near the picnic area. Groups are informed that no organized sports are allowed in the meadow area. The size of the wash through camp is monitored regularly, check dams and other erosion control methods are implemented as needed.

12. Hazardous Materials Management Plan (diesel, propane, gasoline, solvents, paints, etc.)

All hazardous materials at Camp Lee are properly stored and labeled. All flammable materials are stored at either the Main Automotive garage, Carpenter Shop garage or in the Generator storage building. All drum sized barrels are stored on secondary containment pallets with smaller quantities stored in appropriate flame cabinets.

Flame cabinets are located at the Carpenter Shop and Automotive garage. Paint, solvents, etc. of one gallon size or smaller are stored in one flame cabinet in the Carpenter Shop. Larger 5 gal. pails of paint are stored next to the flame cabinet on a pallet. All automotive type hazardous materials are stored in two flame cabinets in the Automotive garage. Any hazardous fluids related to the generator operations are stored on spill containment pallets in the generator storage buildings.

Chemicals used for the cleaning of camp such as soap, bleach, degreasers, etc. are also stored in a separate room of the generator building. Small quantities of these cleaners are also kept throughout the camp at the camp restrooms, dining hall /kitchen and the nurse's quarters/ infirmary.

Safety Data Sheets are kept at the camp in a larger binder in the Carpenter Shop, garage, camp restroom storage room and the generator storage room. The County also keeps a very large comprehensive SDS inventory online through the Counties network and intranet. Employees must familiarize themselves with chemicals before use and disposal.

13. Diesel Spill Plan (Prevention, Control, & Countermeasure)

An SPCC Plan (Spill, Prevention, Control and Countermeasure) will be designed either by the contractor installing the new powerplant or the engineering firm that designed the system. The new powerplant is scheduled for installation during the summer of 2020 and the SPCC will be signed by an engineer and developed concurrent with construction.

14. Fire Plan (Precaution & Response)

The County has a 5-page Fire Precaution and Response Plan.

In addition, no smoking is allowed in camp buildings which includes staff living quarters. Smoking is allowed only in the designated smoking area, which is the cement patio behind the kitchen. "No smoking" signs are posted at all camp public buildings and stenciled on fuel and propane tanks. No fires are allowed on the grounds except for the metal fire ring at the amphitheater. Other fires are restricted to indoor fireplaces or barbecue grills off the ground. A hose is available at the amphitheater whenever the fire ring is in use. In the winter, when water lines are drained, fires are only lit after securing two five (5) gallon buckets of water to keep near the fire ring. Four fire hydrants are located near the Recreation Hall, Cabin 4, Cabin 5, and the Power House. Each hydrant has a 50' garden hose, tripod sprinkler, and hand nozzle. A 250' fire hose is stored in the Maintenance Garage. Each building is equipped with at least one wall-mounted fire extinguisher near the exit door

which is inspected annually by the Clark County fire and safety team. Smoke detectors are installed in each cabin, sleeping area, and camp structure. Smoke detector batteries are tested monthly. The camp truck is equipped with two shovels, picks, rakes, and fire hoses during months when fire danger is high (typically June – September). The camp truck is equipped with a fire extinguisher year round. For evacuations and fire drills, see section 6.

15. Fuels Reduction Plan

Besides hosting up to 150 campers, Camp Lee Canyon has significant assets to protect including \$2 million in federal buildings and \$1 million in county buildings and several million dollars more in other infrastructure, such as two water systems (county and USFS) and an electric power generating plant (that powers the camp, both water systems, and 3 USFS developed recreation sites).

Accordingly, a walkthrough was conducted with USFS Fuels Specialist Josh Thalacker at the site (and the potential for annual visits) to assess in conjunction with FEMA guidance what mitigation measures are recommended. It will first be determined if there is a need for defensible spacing and assess the horizontal and vertical aspects of vegetation when designing a defensible space, such as:

- Thinning shrubs and trees so the crowns do not intersect and there is space between individual shrubs and trees (to prevent the horizontal spread of wildfire)
- Keeping the lowest tree branches pruned and trimmed to maintain vertical separation from the top of the shrubs and grasses to the lowest tree branches (to prevent the vertical spread of wildfire)
- USFS Fuel Specialist will conduct and issue plans.

The meeting took place on July 9, 2020 and had the following findings:

- Thin the trees and vegetation in the streambed
- Assist with hazard tree removal at the dance floor and coordinat with future planned construction

16. Endangered Species Plan

Awaiting upcoming consultation with USFWS re. Mt Charleston Blue Butterfly, etc.

17. Operating Plan for the Supervision of Children (from the permit, Section VII)

The following permit clause (Clause C-14) is mandatory in special use authorizations that involve supervision of children under the age of 18 by the holder, holder's employees, agents, or contractors other than for ski areas.

The operating plan also must provide that if the holder, holder's employees, agents,

or contractors learn of facts that give reason to suspect that a child under the age of 18 has suffered physical or mental injury, sexual abuse or exploitation, or negligent treatment (child abuse), the holder, holder's employees, agents, or contractors shall as soon as possible report the child abuse to [the local law enforcement or child protective services agency, as designated in 28 CFR Part 81, Subpart A] and as soon as practicable thereafter to the Authorized Officer. The Clark County Incident/Accident policies will be followed including the report form and make a report by contacting The Clark County Child Abuse and Neglect Hotline is available 24 hours a day, 7 days a week at (702) 399-0081.

https://www.clarkcountynv.gov/residents/familyservices/child abuse hotline.php

18. Operation, Management and Installation Control Procedures

- a) Signage posted at Camp Lee's entrances
- b) Reservation Information posted at entrances
- c) Safety Engagement Plan for Visitors
 - 1. Ability to respectfully engage any unscheduled visitors and inform them the purpose of Camp Lee and the reservation process
 - 2. Ability to call for enforcement and or removal of any person/persons are misusing/damaging Camp Lee property
 - 3. Ability to call for enforcement and or the removal of any person/persons that are harming, mistreating, threatening any authorize camp staff, users or guests.
- d) Camp Lee posted rules and signage
 - 1. Regarding authorize/unauthorized visitors' usage the Holders rights and privileged under this permit will be considered with consultation with all parties involved.

2.

- e) Fencing and access controls around vital facilities that will be protected:
 - 1. Utility Systems
 - a. Power Systems
 - b. Water/Well Systems
 - c. Communications Systems
 - 2. Clark County infrastructure and buildings
 - 3. Challenge Course
 - 4. Clark County Parks and Recreation Employees assigned residences & personal property
 - a. Clark County Equipment
 - b. Clark County Maintenance Equipment
 - c. Clark County Vehicles
 - d. Staff personal vehicles

- 19. Certifications are obtained from the following providers according to the following intervals:
 - f) External Youth Camp, Southern Nevada Health District (Annual)
 - g) Challenge Course, ACCT, w/Certificate of Audit (Section VII. K) and Advance Notice of Inspector's Name (Annual, April)
 - h) **Public Drinking Water** (Monthly water tests via Bureau of Safe Drinking Water/BSDW, Nevada Division of Environmental Protection/NDEP)
 - i) Kitchen, Southern Nevada Health District (Annual)
 - j) Ansel Hood (6 months)
 - k) Fire Extinguishers (monthly, annual)
 - I) Smoke & CO Detectors (monthly, annual)

G. ACKNOWLEDGMENT OF OTHER PERMITS & AGREEMENTS

- Century Link Communications Site
 (co-located in the Power House, under a separate special use permit)
- Lee Radio Repeater Site
 (co-located in the Chlorinator Building, under a separate special use permit)

USFS 2020 ANNUAL PERMIT

GRANGER -THYE FEE OFFSET - APPENDIX B



Authorization ID SMA0129
Contact ID GLARK COUNTY PARKS/REGREATION
Expiration September 30, 2040

APPENDIX B ANNUAL GRANGER THYE FEE OFFSET AGREEMENT SPECIAL USE PERMIT

For Campground and Related Granger-Thye Concessions AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d < Reference FSH 2709.11 chapter 50>

This Annual Granger-Thye (GT) Fee Offset Agreement is made by Clark County Parks/Recreation (the Holder) and the U.S. Department of Agriculture, Forest Service, Humboldt-Toiyabe National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on October 1, 2020 (the permit).

The total estimated annual permit fee is 100,438. 100% percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, 100% percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The projects to be performed by the Forest Service or Forest Service contrator shall be completed by the date specified in the GT offset agreement. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

Description of Project	Due Date	Estimated Cost	Completion Date	Actual Cost
Water system related offset work (see Appendix F)	Sept 30, 2021	\$31,360.00		
Electric power related offset (see Appendix F)	Sept 30, 2021	\$59,850.00		
Road repairs, type 2 road base (see Appendix F)	Sept 30, 2021	\$15,750.00		
Gabion Wall (50% of value; protects USFS & County buildings)	Sept 30, 2021	\$50,000.00		
LED light fixtures in USFS buildings	Sept 30, 2021	\$10,000.00		

The Forest Service or Forest Service contractor shall perform the work itemized below under this agreement.

\$15,000		
	Da	Date

Signed:	
Holder or Holder's Agent	Date
Signed:	2
Authorized Officer	Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410, or call toll free at (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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

USFS 2020 ANNUAL PERMIT

MMR PLAN - APPENDIX C (PART 1)

APPENDIX C PART 1

Clark County (Holder) Maintenance, Reconditioning, or Renovation (MRR) Plan

for Camp Lee Canyon

FY2021

October 1, 2020 - September 30, 2021

Holder Maintenance, Reconditioning, or Renovation Plan (MRR Plan)

The holder, Clark County, is responsible for maintaining all **County-owned buildings and improvements** at Camp Lee Canyon. In addition, the holder is required to perform holder maintenance, reconditioning and renovation for **federally owned buildings and improvements** according to this MRR Plan. This MRR Plan will be incorporated into the Annual Operating Plan.

The holder shall obtain any licenses and certified inspections required by regulatory agencies and follow federal, state, and local laws, regulations, and ordinances, industry standards, or codes applicable to the permitted operation.

DEFINITIONS

<u>HOLDER MRR</u> is maintenance, reconditioning and renovation activities that neither materially add to the value of the property nor appreciably prolong its life. The work serves only to keep the facility in an ordinary, efficient operating condition.

EXAMPLES include, but are not limited to, interior decorating, interior painting (without lead paint abatement), repair of broken windows (without asbestos abatement), light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, grading of interior roads, cleaning of ditches, minor water system repairs, etc.

<u>UNFORESEEN MAJOR REPAIRS OR REPLACEMENT</u> of facilities are the holder's responsibility to perform but are limited to a maximum of \$1,000 per occurrence. Costs over this amount for unforeseen major repairs or replacement of facilities can be charged to Government MRRI (however, they must be submitted to the FS prior to implementing and are subject to approval). This limitation does not apply to events attributed to permit holder actions or negligence; under these conditions, the permit holder will be fully responsible for repair/replacement costs.

<u>GOVERNMENT MRRI</u> is maintenance reconditioning, renovation, or improvement of USFS-owned buildings and improvements that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property.

EXAMPLES include but are not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, (concrete) walks, roads, walls, or landscaping adjacent to other government-owned structures; replacing vault toilets with flush facilities, repair or paving interior roads, upgrading facilities (such as light fixtures), and installing utilities; exterior painting and refinishing (with lead paint abatement), and repair of broken windows (with asbestos abatement). NOTE: Exterior painting to repair unsightly visual marks caused by everyday use does not meet the definition outlined above.

PAINT	CLARK COUNTY MRR (With examples) All interior paint including walls, ceilings and floors, plus exterior touch up Clean and inspect windows and screens, apply temp	1st \$1,000 IN UNFORESEEN REPAIRS OR REPLACEMENT (Balance to Facility Use Fee Offset) N/A	GOVERNMENT MRRI (Facility Use Fee Offset) Exterior paint (requires lead paint abatement) Replacing broken window panes (requires asbestos
HEATING & PROPANE	patches to broken windows Furnace cleaning and inspection, minor servicing, filter replacement	Major repairs to heating system components for USFS buildings	abatement) Major repairs and replacement of furnace and propane diaphragm components
ELECTRICAL	Inspection and minor repairs in FS buildings including wiring, switches, ballasts, outlets and fuses	Major repairs such as breaker boxes on USFS buildings and rewiring	Upgrading fixtures such as lighting, adding circuits, and replacing breaker boxes
ELECTRIC POWER GENERATION & DELIVERY	Clark County owns and operates the camp's electric power generating system, and delivers electricity to buildings & on and off-site improvements	All repairs to the power generating system, major and minor, are at County expense, ending at the appliance for shared water system components, and at the shutoff disconnect in the Camp Lee Canyon powerhouse for Forest Service-owned water system components.	\$56,700 Fee Offset in 2021 (subject to annual revision) to offset the actual cost of producing power at the camp for export to 3 USFS developed rec sites, and USFS and Shared water system components.
SHARED & USFS WATER SYSTEM COMPONENTS	Clark County operates and maintains shared supply and distribution lines, the 185,000 gallon tank, and the chlorination building for a 50% fee offset. MRR includes monitoring and operating the components	Water system repairs at a 50% fee offset (\$1K deductible does not apply)	\$22,760 Fee Offset in 2021 (subject to annual revision), includes operating USFS components and shared components, plus seasonal snow removal on Foxtail Road and tank area
WATER	Clark County owns its own water system and delivers water to all camp buildings	Repairs are borne by Clark County	3.
PLUMBING	Minor maintenance in FS buildings such as replacing faucets and fixing small leaks and unplugging clogs	Such as broken pipes in buildings	New fixtures such as sinks, toilets, showers, tubs, and electric or gas water heaters
SEPTIC	Add enzymes to kitchen system and inspect and pump all 4 USFS systems as needed	N/A	Add three access collars, replace kitchen grease trap, replace two oldest tanks and leach fields (circa 1937)

	CLARK COUNTY MRR	1 st \$1,000 IN UNFORESEEN	GOVERNMENT MRRI
	(With examples)	REPAIRS OR REPLACEMENT (Balance to Facility Use Fee Offset)	(Facility Use Fee Offset)
ROOFS & SHINGLES	Replacement of one or a few shingles	Repair roof damage from falling branches or snow and ice	Roof replacement and major shingle replacement
CONCRETE AND BLOCK PADS, STEPS AND WALKS	Minor patching and repair, water sealing	Repair of winter damage such as cracking and spalling	Replacement
ROADS	Seasonal snow removal, fill small potholes, grading and minor resurfacing of the two camp roads		Repair of monsoon-damaged or impassable road surface on the two camp roads and the Foxtail Road, plus deliver and install Type II road base. Estimated \$10,000 Fee Offset in 2021
KITCHEN(S)	Basic inspection and servicing of kitchen including cleaning floor drains and traps	The County owns all appliances and equipment in the commercial kitchen	MRRI seasonal snow removal shown under Shared & USFS Water System Components
SNOW REMOVAL	Clearing snow from grounds and roofs and applying ice melt, as needed		Seasonal snow removal of Foxtail Road is compensated under Shared Water System Components
BUILDING EXTERIORS	Basic inspection for defects and damage, including structural issues		Major work on brick chimneys and fireplaces (Dining Hall and Rec Hall) and the (decommissioned) fire flues in Cabins 2-7, Rec Hall (two), and Carpenter Shop
BUILDING INTERIORS	Inspecting, cleaning, disinfecting, floor finishing, door, trim and drywall repair, etc.		Replacement of fire-rated doors, interior floors and subfloors
GROUNDS	Vehicle gate inspection, rake firepit area, inspect and repair the amphitheater and multipurpose courts		Major repairs and replacement, such as replacing the 4 vehicle gates (2 on each camp road), and refinishing the multipurpose courts and repairing their chain link fencing
SAFETY	Inspect and maintain smoke and CO detectors, Ansel hood for range fires, fireplaces, flues, chimneys, fire extinguishers, collect water samples, remove ashes from fireplaces, rodent mitigation	×	Chimney cleaning (Dining Hall and Rec Hall)

	CLARK COUNTY MRR (With examples)	1st \$1,000 IN UNFORESEEN REPAIRS OR REPLACEMENT (Balance to Facility Use Fee Offset)	GOVERNMENT MRRI (Facility Use Fee Offset)
INSULATING & WINTERIZING	Drinking fountains, exposed water pipes, operate drip lines, drain unused water lines, insulate exposed valve boxes, water heater closets		

USFS 2020 ANNUAL PERMIT

CCPR OPERATIONS MANUAL & MAINTENANCE SCHEDULE – APPENDIX C (PART II)

APPENDIX C PARTIE

Clark County Parks & Recreation Department Camp Lee Canyon

Operations Manual & Maintenance Schedule

The Camp Lee Canyon Staff Responsibility Manual & Maintenance Schedule is a general overview of daily, weekly and season responsibilities of the staff working and residing at Camp Lee Canyon. While this outline does not include all the special projects done at the camp; it does include 90% of what is completed to maintain the operations of camp on a year-round basis.

I. Camp Electricity Production and Generators.

- A. Generators are checked, monitored and recorded daily for output, temperature, fluid levels and hours of operation.
- B. Generators are serviced by camp staff every 250hrs.
 - 1. 250 hrs. of operation every 10 days.
 - 2. Filters, supplies and oil are ordered from Clark County Automotive as needed and picked up by camp staff.
 - 3. 55 gal. Oil, waste oil, antifreeze, paint waste drums are loaded, transported and unloaded by camp staff.
- C. Diesel for the camp generators is ordered every 25-30 days from CC Automotive. Diesel is delivered by Rebel Oil. The invoices are copied and stored on site at Camp Lee Canyon.
- D. Generator breakdowns or repairs that are beyond the ability of camp staff to repair, are reported to CC automotive for assistance.
- E. Camp Lee also supplies electricity to a water booster station that pumps water to the USFS McWilliams and Dolomite campgrounds.
- F. Camp host at McWilliams is supplied with electricity from the camp generators.
- G. Camp staff is responsible for proper clean up and removal of oil, coolant and hydraulic fluid around the generator sites.

II. Camp Water Resources

- **A.** Camp Lee Canyon shares a 185,000 gal. Water tank with the USFS.
 - 1. Camp staff checks and monitors the water level in the tank weekly.
 - 2. Camp staff checks Chlorine residual in the water every month.

- 3. Camp staff manually operates the County and USFS wells to fill the tank when needed.
 - a. In the summer this is every 4-5 days and, in the winter, every 12-14 days.
- 4. Camp staff takes a monthly water sample to monitor water quality and identify any acute pathogen threats in the water system. This water sample is transported to Effex Analytical for testing.
- 5. Nevada state law requires any persons working daily with a water system to posses a Water System Operators Certification. The camp manager currently maintains a Distribution level 4 certification with the state.
- 6. Camp staff purchases T-Chlor (Chlorine) and adds to the holding tank when needed.
 - a. T-Chlor is purchased from Thatcher company twice a year.
- 7. Camp staff makes repairs to the water distribution systems water main, service connections and any plumbing inside the buildings.
- 8. Plumbing work that is emergency related or beyond the ability of camp staff to repair is immediately reported to CC Facilities with a work order request.
- 9. Camp staff reads the systems water meters on the 1st or 2nd of every month.
 - a. The state requires water meter reporting to check we are not exceeding our water rights permitted.
 - b. Staff reads a total of four meters recording distribution and use throughout the system.
 - c. The camp manager provides a monthly report of all water used throughout the system to the USFS.
- 10. Camp staff monitor the equipment and pumps in the water system utility building located next to the tank.
 - a. Camp staff operates water tank circulation pumps and tank liquid chlorination system.
- Camp staff maintains a working relationship with the USFS, Mt. Charleston Fire Protection District, Metro, NHP and Nevada DOT.
- 12. Camp Fire hydrant system is exercised, and fire hydrants are inspected and painted.

13. Camp staff monitor the camps six septic tanks and requests pump out service through CC Facilities when needed.

III. Camp Propane for Heating and Cooking.

- A. Camp Lee Canyon has ten propane tanks that supply all the camps needs for heating and cooking.
- B. Camp staff monitor the camps propane tanks checking tank level every 2-3 weeks year-round.
- C. Camp staff orders propane deliveries from Amerigas as needed.
- D. Camp staff checks condition of propane tanks and keeps foliage and debris from piling up near and around tanks to maintain safety standards.
- E. Staff orders and changes or cleans all furnace filters.
 - 1. Winter change is monthly
 - 2. Summer change as needed
- F. Staff performs any repair to HVAC equipment that they are qualified to accomplish. Repair work outside of staff's ability requires a work order with CC facilities.

IV. Accommodating Rental and County Groups

- A. Staff facilitates groups checking in and checking out of camp.
- B. Staff assists with parking and unloading of equipment as needed.
- C. Upon group requests staff will move beds or furniture.
- D. Staff checks in and out camp kitchen equipment and supplies used by rental groups.
- E. Staff answers questions and demonstrates how to use all kitchen equipment.
- F. Staff is on call after work hours to handle group facility emergencies.
 - 1. Kitchen equipment failure
 - 2. Restocking bathroom and kitchen facilities
 - 3. Resetting circuit breakers
 - 4. Removing snow and applying ice melt as needed
- G. Staff cleans facilities during and between groups stay at camp.
 - 1. All building floors are swept/mopped and or sprayed with bleach to eliminate any potential exposure to Hanta Virus, Plague, Relapsing fever or other rodent carrying viruses.

- 2. Staff empties, cleans and disinfects all camp trash cans (inside and outside)
- 3. Staff wipes down shelving, flat surfaces and disinfects door handles, light switches and all kitchen equipment and appliances.
- 4. Staff cleans cabins and inspects for food in cabins.
- 5. Staff picks up ground facilities for trash and refuse.
- 6. Staff restocks firewood at camp fireplaces.
- H. Upon request camp staff will facilitate the camps challenge course, monitor inventory, and maintain the course filing system of release forms.
- I. Camp staff cleans and disinfects all toilets, sinks, and showers daily.
- J. Staff cleans out all floor drains and traps in camps kitchens.
- K. Staff gives groups an orientation to the camps that includes camp rules, boundaries, fireplace use, quiet hours, etc.
- L. Staff performs camp tours; call backs and confirms upcoming reservations.
- M. Staff provides security for the camp when occupied or vacant. Stops trespassing or walk-ins by the public.
- N. Staff maintains inventory of all camp cleaning supplies and equipment.
- O. Staff monitors and maintains all live and kill rodent traps in camp buildings.
- P. Staff creates and supervises all "camp clean up" projects by rental and County user groups.
- Q. Camp staff tactfully enforces all camp rules: no smoking, pets, cars in camp, out of bounds areas, snowball fights, throwing rocks and stops any and all general abuse of buildings, playground equipment, trees and fencing.
- R. Camp staff maintain and supply all basketball court and playground equipment and supplies.

V. Building and Campground Maintenance and Repair

- A. Cabins 1-7, Recreation hall, Bathhouse, Dining hall / Kitchen, Infirmary, Office, Carpenters shop / staff residence, Assistant Mgr. Residence, Main garage / Mgr. Residence and Generator building and laundry facilities.
 - 1. Doors and door hardware are continuously repaired or replaced
 - 2. Exterior light bulbs and ballasts are changed on all buildings continuously.
 - 3. Batteries are replaced in CO and smoke detectors.
 - 4. Windows with broken glass are temporarily patched or fixed. Cabins windowpanes contain asbestos glazing. Windows are repaired through CC RPM by a qualified contractor to handle lead and asbestos materials.
 - 5. Building interiors are painted as needed, drywall repaired, and wood trim fixed/repaired.
 - 6. Concrete floors are water sealed.
 - 7. Cracked or damaged concrete floors are patched and repaired.
 - 8. Bunk beds and other furniture are repaired or replaced as needed.
 - 9. Building signage is updated or replaced as needed.
 - 10. All building heaters are cleaned out and filters replaced as needed.
 - 11. Kitchen and dining hall concrete floors are cleaned and repainted every winter.
 - 12. Building exterior paint is monitored for deterioration and reported to CC RPM as needed. All the buildings underlying exterior paint contain high amounts of lead. Exterior paint condition needs to be reported to CC RPM periodically to keep up with minimizing exposure.
 - 13. Building steps and sidewalks are repaired/replaced as needed
 - 14. Roof shingles are repaired and patched as needed.
 - 15. Camp staff will handle electrical work within their expertise. Work orders for CC facilities are created for work that is needed.
 - 16. Rec. hall wood floor is sanded and refinished every other year.
 - 17. Plumbing fixtures and piping are repaired or replaced as needed (frozen pipes or vandalism).

- 18. Kitchen equipment and cabinetry is repaired or replaced as needed.
- 19. All rooms and interior trim are repainted as needed.
- 20. Recreation hall kitchen and bathroom flooring is repaired when damaged.
- 21. Staff will repair broken or nonworking sink faucets, toilets or shower valves.
- 22. Ventilation fans are cleaned of dust buildup.
- 23. Camp staff seasonally sweep out, pressure wash both camp main garage and carpenter shop garage.

B. Grounds Maintenance and Repair

- 1. All retaining walls are repaired and or replaced as needed.
- 2. All fencing is repaired or replaced as needed. New fencing projects are added every summer.
- 3. Playground mulch is added to meet safety requirements.
- 4. Outside water fountains are winterized or de-winterized seasonally.
- 5. Protective bollards are painted for safety.
- 6. Amphitheater log seating and stage are repaired and waterproofed twice each summer.
- 7. Dance floor concrete is cleaned, repaired and waterproofed twice each summer.
- 8. Trails are cleared, raked and inspected for safety.
- 9. Camp bridge is inspected, repaired and waterproofed twice each summer.
- 10. All camp picnic tables are inspected and distributed around camp for summer season.
- 11. All camp benches are pulled from storage, inspected, repaired and placed around camp for summer season.
- 12. Road grading is done with camp tractor to repair any road wash out from winter and spring runoff.
- 13. Pea gravel and Type II road base is ordered from CC RPM operations division to repair any road or play surface before summer programming begins.
- 14. Camp archery range is opened, cleaned up and made ready for summer program use.
- 15. Staff seasonally places and removes all winter snow marker poles.

- 16. Staff maintains all camp foliage (fertilize, weed control, replanting).
- 17. The camp basketball court, dance floor and sidewalks are swept bi-weekly.
- 18. All snow and ice are removed from usable areas of camp.
- 19. Camp staff acquires firewood collection permits from the USFS. Standing trees are felled, wood is hauled, bucked and split for use in the camp fireplaces.
- 20. Staff maintains the camp amphitheater (rakes, cleans fire pit and restocks wood pile).

VI. Clark County Parks and Recreation Child Abuse and Neglect Policy

If you witness and or a child informs you of abuse; follow the steps below

- A. Ensure the child is safe
- B. Notify direct Supervisor
- C. Contact Child Abuse and Neglect Hotline
 - 1. Report by contacting The Clark County Child Abuse and Neglect Hotline is available 24 hours a day, 7 days a week at (702) 399-0081.
 - 2. https://www.clarkcountynv.gov/residents/familyservices/child-abuse-hotline.php
- D. Supervisor will contact parents
- E. Fill out Incident/Accident report
 - 1. The Clark County Incident/Accident form will be completed and turned in the same day of event
- F. Use discretion and keep information confidential
- G. Direct Supervisor will determine if authorities should be notified

VII. Staff Residence at Camp Lee facilities

- A. Staff residences units will be assigned by Clark County Administration
- B. Camp Lee Residence Agreements
 - 1. Clark County Parks & Rec Agreements must be signed.
 - 2. Agreements will outline rules and regulations which must be followed

- 3. Employees must remain employed by Clark County Parks and Recreation Department to reside in Clark County residences
- C. Staff Residence Rules
- D. Staff Parking
- E. Staff Visitors

Conclusion

In conclusion, camp staff must have many attributes and characteristics that allow them to work and succeed in this remote location. Staff will need to handle extreme cold weather conditions as well as hot summer mountain weather. Staff will need to improvise and solve problems without immediate help from other Clark County support personnel. Some of the problems that staff can face on the weekends are frozen pipes, no electricity, fire evacuation, vehicle and equipment problems, running out of diesel, propane, and no water on weekends and holidays. Staff will need to be motivated, willing to work with little supervision and take pride in their work to succeed in this high-altitude environment.

Camp Lee Canyon General Maintenance Schedule

Camp Lee Canyon General Maintenance Schedule

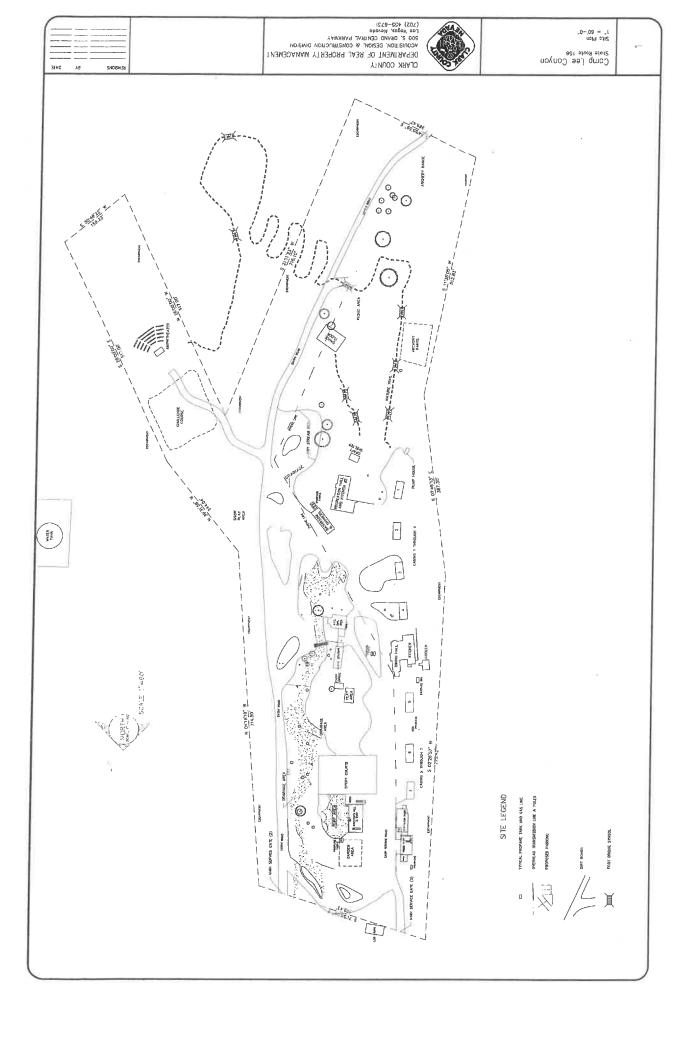
Description of Work	Frequency	Month / Season
Electrical Systems		
Generator fluid level checks/ overall inspection	Daily	
Generator oil change	Every 200hr	
Generator air filter change	Every 400hr	
Generator radiator flush/coolant change	Once a year	Summer
Generator major repair work		Call automotive
Replace light bulbs/ ballasts throughout camp	As needed	Spring/fall
Clean bugs out of light fixtures	As needed	Spring/fall
Change/replace electrical outlets / fixtures	As needed	
Check fuel level in Diesel tank	Weekly	
Water System		
Check water tank	Weekly	
Clean water tank/ power spray/ bleach / flush	Annually	Early spring
Collect water samples	Quarterly	
Drain water heaters/ flush out	Every 6 months	Spring/ fall
Septic tank maintenance/ add enzymes	Quarterly	
Pump septic tanks	As needed	CC Facilities
Unplug / repair toilets	As needed	
Major work / repair	As needed	Facilities work request
Exercise all fire hydrants (open and close)	Every 6 months	Spring/ fall
Collect water meter readings	Weekly	Mondays
Building Maintenance		
Inspect buildings for maintenance needs	Daily	
Check smoke/ carbon monoxide detectors	Monthly	
Check Fire extinguishers	Quarterly	

Repair windows, check and repair screens	As needed	
Remove ashes from fireplaces	As needed	
Pressure wash walk-in refrigerator / freezer	Annually	Spring
Clean / Wipe down mattress covers entire camp	6 months	Spring/ fall
Clean / inspect all propane heaters	6 months	Spring/ fall
Change all furnace filters	Monthly	Quarterly
	In winter	In Summer
Check / repair roof shingles	Annually	Spring
Paint walls and trim wood	As needed	1 0
Repair/ replace door hardware	As needed	
Stock Rec. hall / Dinning hall with fire wood	As needed	
Inspect / clean chimneys	Annually	Spring
Check Propane tanks. Fuel level / remove snow from	Weekly	Winter
Empty trash liners in cabins, nurses' station		
Inspect / repair any tables or bunk beds	As needed	
h		
Camp Grounds / Outdoor facilities		
Empty all trash cans	As needed	
Pick up trash around camp	As needed	
Sweep / clean basketball courts	As needed	
Clean / pressure wash behind kitchen/ Barbeque area/ Dumpster area	Weekly	Summer
Check playground equipment/area for safety	Annually	Summer
Clean out camp fire pit	Bi-weekly	Summer
Grade roads	As needed	
Repair all fences in camp	Annually	Spring/summer
Repair all camp retaining wall	Annually	Spring/summer
Repair / rebuild / construct picnic tables and benches	Annually	Spring/summer
Sweep / stain dance floor	Annually	Spring/summer
Water proof / repair all exterior concrete walkways / slabs / walls	Annually	Spring/summer
Inspect / repair amphitheater	Annually	Spring/summer
Stock fire pit / amphitheater with fire wood	As needed	
Hanta Virus		
Check all mouse traps / bleach and empty	Daily	When occupied
Spray all sleeping quarters with bleach	Daily	44
Inspect all buildings for rodent access and presence	Daily	66
Inspect sleeping quarters for presence of food/candy/drinks	Daily	44
Communicate dangers of Hanta Virus with user groups	Daily	44
Remove items near buildings to avoid rodent nesting	Daily	66

Winter Preparation (October & November) As weather Permits		
Remove / drain / pack with straw all camp drinking fountains		
Insulate / install heat tape on any cold exposed water pipes		
Operate drip lines in any buildings of concern		
Drain any water lines not used in winter		
Inspect / insulate any exposed valve boxes		
Set up portable electric heaters in any water heater closets		
Miscellaneous Items		
Snow removal	As needed	Winter
Camp truck serviced	Every 5,000	CC Automotive
Camp club car serviced	Every 25 hr.	
Camp tractors serviced	Every 200hr	CC Automotive
Camp staff meeting	Quarterly	CC Automotive
Camp Log splitter serviced	Every 25 hr.	CC parks
Time sheets for part time staff	Bi-weekly	CC parks
Camp Chain saws serviced	As needed	CC parks
Camp snowmobile serviced	Seasonally	Fall CC parks
Pay checks	Bi-weekly	Tan CC parks
Order/ pick up camp supplies	As needed	
Order generator filter, oil, etc.	As needed	
Order diesel for generators	As needed	CC Automotive
Monthly activity sheets	Monthly	CC / Idiomotive
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CAMP LEE MAP - APPENDIX D (PART I)

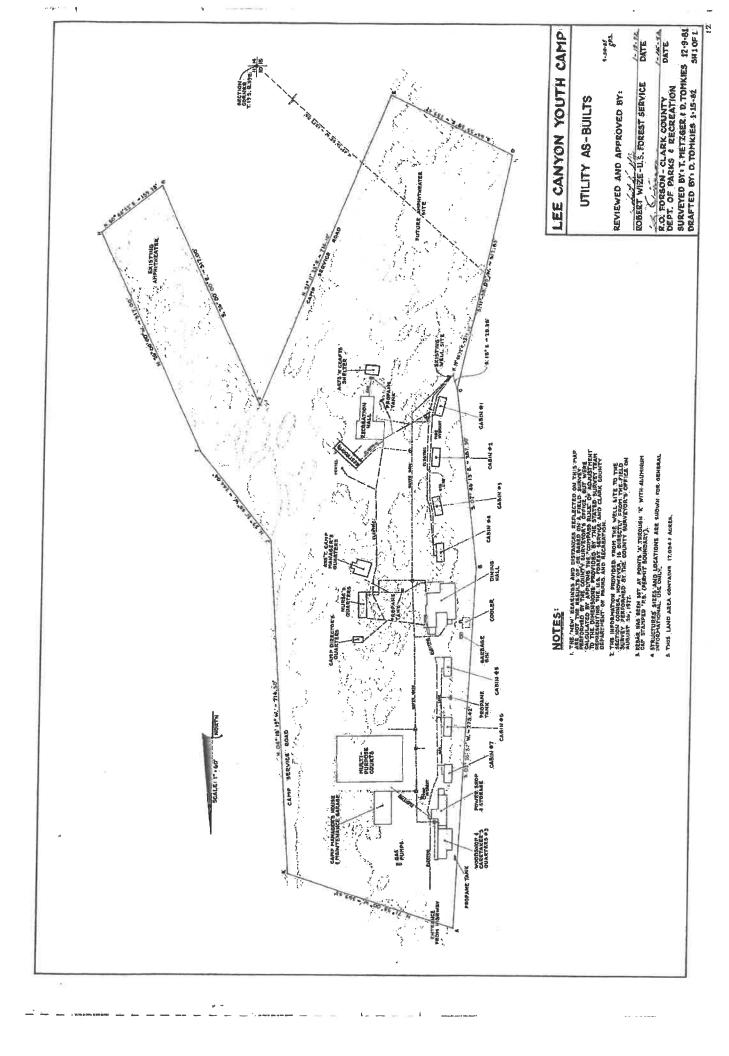


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CAMP LEE MAP - APPENDIX D (PART II)

APPENDIX D

PART



USFS 2020 ANNUAL PERMIT

CAMP LEE FACILITIES DESCRIPTIONS - APPENDIX E

APPENDIX E

FACILITY DESCRIPTIONS (Additional building details

FEDERAL BUILDINGSCamp Manager's Quarters

2-story In-ground Cooler (cc rebuilt 2016 \$120K)

Cabin 1 (Bristlecone) Cabin 2 (Aspen) Cabin 3 (Joshua) Cabin 4 (Ponderosa) Cabin 5 (Pinyon) Cabin 6 (Manzanita) Cabin 7 (Juniper) Wood Shop & Quarters (orig. a cabin)			
Recreation Hall			
Dining Hall and Commercial Kitchen			
Nurse's Quarters (original bath house)			

Power House	(orig.)	part of	Wood	shop
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COUNTY BUILDINGS

Maintenance Garage & Quarters

Camp Director's Quarters

New Bath House

Pump House

OTHER FEDERAL IMPROVEMENTS

Amphitheater, with log seats, stage, fire pit Multi-purpose Courts

Road #2: Camp Service Road
Road #1: Camp Guest Road
Foot bridge (parking lot to playground)
Camp Lee Canyon Organizational Camp Sign/USDA
McWilliams Water System PWS ID#NVO002508

OTHER COUNTY IMPROVEMENTS

Crafts Shelter (pad)

Dance Floor w/open beam roof (slab)

Playground complex

Challenge Course and 10x12 Tuff Shed Buck fenced Archery Range w/4x8 Storage Lean-to

0.75 mile Nature Trail w/six 8x3' foot bridges

300' Nature trail to dance floor w/two 8x3' bridges
Fenced Garden Area for camp programs
County Well (fenced enclosure) near Craft shelter
Electric Power Generating System on 10x20 pad
Power system fuel tank (3K gal diesel + 1K gal gas)
Camp Lee Canyon Water System PWS ID# NV0005009
Clark County Camp Lee Canyon Sign, Guest Entrance
Clark County Camp Lee Canyon Sign, Service Entrance
Four welded metal access gates
Retaining walls behind 6 cabins (treated wood)
Retaining walls behind kitchen (concrete block)
Fencing throughout grounds for safety and security
10 Propane Storage Tanks (7 County, 3 Amerigas)
Concrete lined wildlife pond (near Challenge Course)
Picnic Area (near Challenge Course)

Parking Area
Firefighting Equipment
Other Camp Equipment

re. SHPO are found in the 1997 Camp Lee Canyon National Historic Register Form, Permit Appendix L

Two bedrooms downstairs with a loft bedroom upstairs, living room with wood burning stove and propane heater, kitchen/dining area with stove, oven, refrigerator, double bowl sink and propane heater, and bathroom with tub/shower combo, toilet, sink and vanity.

Need to engage workboo

Nine bunk beds each with foam mattresses and vinyl covers. Each cabin has a propane heater, fluorescent lighting and two electrical outlets.

Wood shop has propane heater, table saw, drill press, a storage cabinet for flammable materials, three-bay garage with roll-up doors, tool storage, lumber and supply storage, water heater, bathroom with sink, toilet and shower. **Employee residence** has one bedroom, bathroom with tub/shower combo, toilet, sink and heat lamp, living room with pot-bellied stove, and kitchen with stove, two-bowl sink and refrigerator.

Kitchen has sink, refrigerator, microwave, oven, stove and cabinets. **Bathroom** has propane heater, shower, sink, and toilet. **Five dorm rooms** each have two bunk beds with mattresses, lounge with propane heater, two couches, and two tables. **Large recreation room** has propane heater, which is mounted in the ceiling, a fireplace, pool table, three chair racks with folding chairs, overhead fluorescent lighting, wood storage rack, and a water heater.

Tables/? - MM Heater in

Dining hall has podium, fireplace, wood storage rack, propane heater, ping-pong table, pool table, piano, pay telephone, drinking fountain, two chair racks with 100 stacking chairs, recreation equipment storage cabinets, and a projection screen. Kitchen has a three-basin sink with tap and spray nozzles, stove, grills, two ovens, microwave, dishwasher with vent hood, mixer, toaster, water heater, pots and pans, dishes and cutlery in two metal lockers, two-door refrigerator and a one-door freezer. Kitchen staff dorms have three sleeping rooms each with a double bed, dresser, closet and nightstand. Bathroom is handicap accessible with sink, toilet, shower, heat lamp, vanity, water heater, and exhaust fan.

Four hospital type beds with mattresses, vinyl cover, a small wood desk, storage closet with mops and buckets, refrigerator for medication storage. **Bathroom** has toilet, shower, cabinets, soap dispenser. **Laundry room** has laundry sink, water heater, washer, dryer, refrigerator, and fuse box.

Includes a walk-in refrigerator compartment and a walk-in freezer compartment.

Contains two diesel-powered generators to provide electricity for the camp, the County and USFS water system, and three nearby USFS developed recreation sites. One generator is indoors and the other is outdoors on a concrete slab, next to a fuel tank with a 3,000 gallon diesel and 1,000 gallon unleaded gas fuel storage capacity. The tank is an above-ground, double-walled unit with leak, vapor-leak, and high level alarms. The building also houses equipment, and has a 10x10 storage room for the Century Link phone equipment complex.

Garage has five bays with roll-up doors, tool storage, two propane heaters, refrigerator/freezer, two flammable materials storage cabinets, emergency eye wash/shower station, bathroom with sink and toilet, work bench, radio and telephone. Employee quarters has three bedrooms, living room with large fireplace, propane heater, bathroom with tub/shower, toilet, sink, heat lamp, exhaust fan, kitchen with oven, stove, dishwasher, refrigerator, garbage disposal, double bowl sink, pantry and cabinets, and a laundry room with washer and dryer.

Front room serves as camp office with computer, desk, phone, fax, file cabinets, office supply storage, tables and chairs. **Back room** serves as weekend residence for employee who commutes, contains a bed with mattress, chair, and end table.

Womens restroom has four regular showers and one handicapped shower, four regular toilets with stalls and one handicapped stall, five sinks, three soap dispensers, and two benches for dressing. Mens restroom has large shower room with seven regular shower heads, one handicapped shower seat with a shower wand, two urinals, two toilets with stalls and one handicapped toilet stall, five sinks, three soap dispensers with a large bench for dressing. Boiler room has a central propane heater unit, two 100 gallon water heaters, water mixers to prevent burns, and a fuse box.

Now an empty unused space. Former well site.

Metal fire ring on gravel base, log seating, deck stage area
Asphalt double basketball court, can also be used for volleyball, tennis, dances, etc.
Courts are surrounded by a 10' high chain link fence.

Open-sided outdoor shelter with cement floor, shake roof, electric outlets and a 2x20' work table

Concrete dance floor with open-beamed roof (the removable canvas cover no longer exists)

Swings, horse swings, tetherball, donkey climber, two squiggle climbers, three rocking toys, and a drinking fountain

A short shooting range with log seating, bulletin board for rules, archery equipment storage cabinet, and two burlap targets with rolling stands

A nature walk for environmental education. Interpretive exhibits are planned for this trail. Includes six foot bridges and four resting benches.

Six picnic tables and hose bib

A level, 40,000 square foot parking lot for camp user's vehicles See Operations Plan, item #14

Tractor with box blade for road grading and snow removal, snow plow with snowblower attachment, utility cart for travel within camp, pickup, log splitter, welder, push lawn mower, various weed trimmers, air compressor, floor scrubber, drain rooter, shop grinder, various chainsaws, pressure washer, pneumatic grease pot and various battery chargers, and small equipment.

.)

ık lines- MM

the Main Room? -MM

Clark County Parks and Recreation

USFS 2020 ANNUAL PERMIT

USFS FEE ESTIMATE OFFSET – APPENDIX F



APPENDIX F OF PERMIT AUTHORIZATION #SMA0129

ESTIMATED OFFSETS, WITH CALCULATIONS, REGARDING SHARED WATER SYSTEM COMPONENTS AND POWER, AND OTHER WORK

The holder, County, Clark County, Camp Lee Canyon, and the permittee are used interchangeably.

The Forest Service, USFS, SMNRA, Humboldt-Toiyabe National Forest, Federal, and Government are also used interchangeably.

PART 1: SHARED WATER SYSTEM COMPONENTS

Typically, when the holder (in this case, Clark County, at Camp Lee Canyon) **owns the buildings, they also own the water system and we would use water clause B-38.** And when the Forest Service owns the buildings (as in this case, where most buildings are Forest-Service owned) the permit falls under Granger-Thye and we wouldn't use clause B-38, we would instead use Appendix F, Operation of Federally-Owned Drinking Water Systems. However, in this case neither applies. Instead:

- (1) The Forest Service owns the buildings
- (2) The holder owns and operates the camp water system
- (3) The holder also monitors an adjacent Forest Service water system which serves 3 nearby USFS developed recreation sites
- (4) The two systems share 4 components in common: a 185,000-gallon water tank, a shared supply line, a shared distribution line, and a shared chlorination building. Each system has its own well, but water mixes together in the supply lines, shared tank, chlorination process, and shared distribution lines, at least as it moves through the camp before it becomes a Forest Service-only distribution line.
- (5) The holder receives an Annual Facility Use Fee Offset for half the value of its water system work on shared water system components and the full value of its water system work on Forest Service-owned water system components. The County also receives an offset for half the value of the electric power it delivers to shared water system components, and an offset for the full value of the electric power it delivers to Forest Service-owned water system components.

The County and USFS each operate their own water systems with their own O&M Manuals (and perform their own water tests). The County owns and operates the Camp Lee Canyon Water System (PWS ID# NV0005009) and the USFS owns and operates the McWilliams Water System (PWS ID# NV0002508). The County system serves Camp Lee Canyon, while the USFS system serves three nearby USFS developed recreation sites (McWilliams Campground, Old Mill Picnic Area, and Foxtail Picnic Area). Because these two systems share four components in common, and because the County also operates portions of the USFS water system, the permit uses clause B-38 and this document (a modified Appendix F, Operation of Federally Owned Drinking Water Systems), to identify where the two systems "connect" through shared water system components, and to identify how costs and fee offsets are distributed.

Shared use of water system components:

- Supply line and water tank: System water originates in the County-owned well (in the camp)
 and runs through a County supply line up the ridge to the tank, where it leaves the camp and is
 blended in a fenced enclosure atop the ridge with water from the USFS-owned well at a junction
 where it becomes a shared supply line before entering the shared, above-ground USFS-owned
 185,000 gallon storage tank.
- Chlorination building: Combined system water then cycles from the shared 185,000-gallon storage tank into the shared chlorination building and back into the tank before distribution. The building was originally set up for Chlorine gas, then was converted to liquid chlorine. The holder chlorinates manually, twice a year. The automated feature does not work.
- 3. Main distribution line: A single distribution line leaves the tank and feeds the combined water for both systems through a "Y", where the main distribution line runs down the hill into and through Camp Lee Canyon to serve its needs, then it exits the camp at an adjacent booster/lift station where the water is pumped to dual, below-ground USFS-owned 18,000 gallon tanks above McWilliams Campground. (Meanwhile, a minor distribution line runs from the same "Y" outside the shared tank feeds into a below-ground Forest Service-owned 30,000 storage tank and serves the USFS Foxtail and Old Mill day use sites.) The holder also monitors/operates the Foxtail/Old Mill tank.

Clause B-38 of this permit (covering Drinking Water Systems, below) references both water systems—and that the County system serves Camp Lee Canyon, while the USFS system serves three nearby USFS developed recreation sites (McWilliams Campground, Old Mill Picnic Area, and Foxtail Picnic Area). Clause B-38 has been modified by OGC and Region 4 for the specific situation at Camp Lee Canyon.

The holder, as the water supplier and owner or operator of the drinking water system, which holds water certification, Greg Bernhardt, Parks Maintenance Supervisor, for the facilities authorized by this permit (Camp Lee Canyon Water System PWS ID# NV0005009), is responsible for compliance with all Authorized Officer Federal, State, and local drinking water laws and regulations governing operation and maintenance of a public drinking water system, including but not limited to developing, operating, and maintaining the system and conducting drinking water testing and taking appropriate corrective and follow-up actions in accordance with federal, state, and any other Authorized Officer requirements. For the purposes of this permit, public water systems are defined in accordance with the Safe Drinking Water Act, as amended (42 U.S.C. 300f et seq.), and the National Primary Drinking Water Regulations, 40 CFR Part 141, or state regulations, if more stringent. The holder shall retain all drinking water system records as required by Authorized Officer laws and regulations. The holder agrees to make the records available to the Forest Service and to any other regulatory agency authorized to review Forest Service activities.

The holder uses components of an adjacent Forest Service water system (McWilliams Water System PWS ID# NV0002508), including shared supply lines, a shared 185,000-gallon water tank, a shared chlorination building, and shared distribution lines. The holder is responsible for chlorination of the entire water system twice a year, and for inspecting and maintaining the tank and common lines. Because the respective water sources for the Forest Service and holder are not completely separated, the holder and the Forest Service will share sample siting plans for coliform bacteria, and will notify the other party immediately upon receipt of a coliform-positive sample or an imminent public health threat, or if any other evidence is detected indicating a contaminant in their water source, including exceedances of non-coliform regulatory standards. The Forest Service is the owner and is responsible for the cost of replacement of the shared water system components, including the common supply and distribution lines and the shared tank and chlorination building. The cost of repairs shall be shared equally between the Forest Service and the holder.

The holder supplies electricity to holder-owned, shared, and Forest Service-owned water system components, and is responsible for the cost of repairs to its power generating system and power supply lines, up to the point where power reaches the appliance (such as fuse boxes, well units, meters, switches, pumps, etc.) for shared water system components, and at the shutoff disconnect in the Camp Lee Canyon powerhouse for Forest Service water system components. The holder receives Facility Use Fee Offsets in proportion to the power supplied and water system monitoring work provided to shared and Forest Service water system components, as spelled out in Appendix F. The offset amounts will be identified in the annual GT-Offset form.

OPERATING AND MONITORING TIME: Per part 2 of Appendix F, Estimated 2021 Facility Use Fee Offsets, the holder operates the Forest Service and shared water system components 96 days a year (6 days of annual services, 12 days of monthly services, 26 days of winter services, and 52 days of summer services), for an annual total of 132 hours. 72 hours on the Forest Service well. 24 hours on the McWilliams Lift Station. 24 hours on the Foxtail/Old Mill tank/meter. And 24 hours at the shared 185K gallon tank (which equally benefits Clark County so it is divided in half to 12 hours). 72+24+24+12=132. Additional schedules, narratives, and explanations can be found in the holder document Staff Responsibility Use Manual & Maintenance Schedule, and Appendix C, Annual Holder MRR Plan. Additional documentation is available upon specific request.

WELL AND WATER USE DYNAMICS: Both wells were drilled in 2005. The County well has a water right of 1 million gallons and the Forest Service well has a water right of 6 million gallons, but snowpack, rainfall, surface runoff, recharge rates, seasonal water use, and other factors can restrict each to a fraction of this figure. Annual records beginning in 2006 show annual draws of 450,000 to 1,000,000 gallons at the Forest Service well, and 550,000 to 1,000,000 gallons at the County well. The County well runs continuously and doesn't run dry. Since 2006, it has never turned off. The Forest Service well, despite being the same model, runs dry after 20 hours, then it turns itself off, to recharge rate is very slow. That makes "operating" the USFS well more labor intensive. As an example:

- The holder turns on the USFS well to run through the weekend.
- It runs dry and turns itself off after about 20 hours and must be manually restarted.
- On Monday the holder will see how much more water is needed.
- The sooner the well is turned on, the less it has recharged and the less it can pump, and the quicker it turns off again. (This is the holder's well "nursing" process for the Forest Service well.)
- The holder may need to turn on the Forest Service well again on Tuesday or Wednesday if more is needed.
- Depending on what is driving the "slow" filling of the tanks (weak well performance and/or a
 downstream leak or high water use at one of the USFS developed rec sites), the holder may have
 to initiate a diagnostic regime of monitoring the well, the tank volumes, the McWilliams booster
 station cycle frequencies, and ultimately, inferring water leaks or overdraws at Forest Service rec
 sites.
- If the holder discovers issues, the holder will contact Forest Service personnel.

The USFS well water is iron-rich just up to the allowable limit and requires blending with the County water. County well iron content is rising too. Both wells may need refurbishing or replacement in 4-5 years.

COUNTY O&M OF "CONNECTED" WATER SYSTEM COMPONENTS:

The County performs the following:

- 1. **Provides continuous, year-round observation of the "connected" components** and, as needed, provides timely communications to Forest Service employees
- 2. **Ensures the 185,000 gallon tank remains full** (it must be monitored) (180,000 gallons are needed for 1,500 gallons/minute for two hours of fire flow, and another 5,000 gallons for daily use), which includes diagnostically inferring excess water use and catastrophic leaks and bleed-offs at or on the way to three Forest Service recreation sites
- 3. Maintains monthly pump records for both wells
- 4. Operates both wells and the chlorinator building (including "nursing" the Forest Service well)
- 5. Operates the shared tank
- 6. Operates the Foxtail/Old Mill tank (Reads meter and visually checks volume once a month at the fill site)
- 7. Operates/observes the booster pump on the north end of the camp that feeds McWilliams Campground
- 8. Clears snow from the Foxtail Road from the state highway to the tank

- 9. **Provides County water to the Forest Service** (additional wear and depreciation on the County well) whenever the Forest Service well cannot meet water demands at its three developed recreation sites because of low Forest Service well flows, or excess usage (catastrophic leaks or bleed-offs). The amount of water the County provides varies from year to year, from approx. 0 to 200,000 gallons.
- 10. Operates all water-system waste-management components for the federal and county buildings at Camp Lee Canyon (see table below), including septic and leach field issues such as inspecting and pumping as needed. In the case of the septic tank and leach field at the federally owned dining hall and kitchen, and nurse's quarters, which has not been updated since the camp was built in the late 1930s, any installation of cement collars or grease traps, or repair or replacement of the septic tank or leach field qualify for an Annual Facility Use Fee Offset.

V	VATER SYSTEM WAS	STE-MANAGEMENT C	OMPONENTS	
Building	Building Owner	Septic Tank/Leach Field (Build date)	Septic Tank/Leach Field Owner	Notes
Wood Shop & Quarters	USFS	2000	Clark County	
Recreation Hall	USFS	2000	Clark County	
Dining Hall & Kitchen	USFS	1937*	USFS	Original**
Nurse's Quarters	USFS	1937	USFS	Original**
Maint. Garage & Quarters	Clark County	1960s	Clark County	Original
New Bath House	Clark County	1959	Clark County	Original

^{*}Also has a grease trap to isolate (& remove) kitchen grease before it enters the septic tank/leach field

PART 2: ELECTRICITY PROVIDED BY THE COUNTY TO THE FOREST SERVICE

- 1. METER 1: The electric meter for McWilliams at the north end of camp supplies power to:
 - The lift station that pumps water to McWilliams Campground
 - Two 50-amp host sites and the ticket office at McWilliams Campground (Therefore, 100% of this meter's power is used by the Forest Service)
- 2. **METER 2: The electric meter outside the bath house** supplies power to:
 - The County well and the Forest well (same models, same age, approx. equal power use)
 pump nearly equal amounts of water (cumulative totals since 2006 almost exactly 50/50)
 - The chlorination building (shared by County and Forest Service)
 - The Radio equipment inside the chlorination bldg. (shared by County fire, metro, Forest Service) (Therefore, 50% of this meter's power is used by the Forest Service, and 50% by the County)

CHALLENGES ASSOCIATED WITH ESTIMATING THE VALUE OF THE METERED POWER

- 1. Meter 1 and Meter 2 currently work (due to recent repairs by the County)
- 2. However, even when we know the monthly power the USFS receives (all of Meter 1 + ½ of Meter 2) in kW/hr. we don't know how much total power the County generates at the camp (this is because generator output varies and generators don't measure output in kW/hr. like meters), therefore we cannot calculate an exact percentage of the total power generated by the County, but we do know they spend over \$16,500/month (\$199,500/year) to generate power.
- 3. The County has provided free power to the Forest Service for years and this sum will not be recouped; but we are searching for an equitable system moving forward, therefore we want to be sure we do not <u>underestimate</u> the value of the power received.

^{**}Qualifies for Government MRRI (Annual Facility Use Fee Offset)

STRATEGIES FOR DETERMINING THE ANNUAL FACILITIES USE FEE OFFSET AMOUNT FOR ELECTRIC POWER THAT THE COUNTY PROVIDES TO THE USFS — Apply 100% of the value of the power towards an offset:

- 1. Estimate what % of the County's annual total power produced the USFS uses annually and apply an annual Facility Use Fee offset of that % to their \$199,500/year in production costs (Example: If the USFS uses 30% of the County's annual power generated, the fee offset is \$59,850) This is our current working estimate (see bottom of page 8 for a justification of the \$199,500) until we can collect enough new power production or use data to refine our estimate further.
- 2. An alternative is for the USFS to supply its own power to McWilliams Water System for the lift/booster station, 2 camp host sites, ticket office, well, chlorination building, radio equipment, etc. This option would require capital expenditures and operating a Forest Service power plant, which would be expensive and difficult to reach, staff and maintain. For the purposes of this permit, the Forest Service chooses Option 1.
- This permit requires a set of annual calculations to show Clark County's costs for generating power and another set of annual calculations to show the value of Clark County's work on shared and USFS water system components.

PART 3: THE ESTIMATED TOTAL ANNUAL FACILITY USE FEE IS APPROX. \$100,438.

The total **Annual Facility Use Fee Offset** may be applied to the Annual Facility Use Fee, which is 5% of the value of the Federal Buildings, as calculated on the Facility and Improvements Inventory, currently \$100,438 (less any offsetting MRRI work that the Forest Service provides). Typically, offsets over 5% of the federal building value carry over into the next year except in cases of major construction projects or multi-year projects, when approved in advance by the Authorized Officer.

Time Operating USFS & Shared Water System Components

FY 2021 (Oct 1, 2020 – Sept 30, 2021)

Owner:	County		USFS		Shared	
Month	CC Well	USFS well	USFS Lift station	Foxtail/ Old Mill tank/meter	185k gallon tank	Monthly hours
Oct	8	8	2	2	2	22
Nov	4	4	2	2	2	14
Dec	4	4	2	2	2	14
Jan	4	4	2	2	2	14
Feb	4	4	2	2	2	14
March	4	4	2	2	2	14
April	4	4	2	2	2	14
May	8	8	2	2	2	22
June	8	8	2	2	2	22
July	8	8	2	2	2	22
Aug	8	8	2	2	2	22
Sept	8	8	2	2	2	22
	72 hrs.	72 hrs	24 hrs.	24 hrs.	24 hrs.	216 hrs.
Annual	72		120	_	24	TOTAL
GOVT MRRI	n/a		120		12	TOTAL

WATER 1: Time eligible for GOVT MRRI Facility Fee Offset: 132 hrs. x \$150/hour = \$19,800.00

WATER 2: Site & road snow removal of: 20 trips x 4 hours x \$250/hour = \$20,000.00

The County & USFS both benefit from this work, so the eligible offset is \$10,000.00

WATER 3: 78,000 gallons at \$0.02/gallon = \$1,560.00 (well depreciation), from 2019

SUBTOTAL: \$31,560.00 (Water-system related G-T offset to the Annual Facility Use Fee)

Time Operating USFS & Shared Water System Components

FY 2021 (Oct 1, 2020 - Sept 30, 2021)

DAILY:

No daily time is spent on the water system components.

WEEKLY:

Summer (May-Oct): Weekly: A visual inspection of all components is performed. Operation of both wells is needed to maintain adequate water in the 185,000-gallon tank for emergency fire flow.

Winter (Nov.-April): Every other week: A visual inspection and snow clearing is performed on all components. Both wells are operated as needed. The water pumps that circulate the 185,000-gallon tank are also programmed and inspected to make sure they are working. The circulating pumps need to operate 12 hrs. nightly to keep ice from forming in the tank.

MONTHLY:

Visually inspect all components of water system. Read water use meters for both wells, USFS lift station and Foxtail/Old mill transfer meter. Record data for all water use and analyze for leaks and water loss. Collect water sample for Camp Lee Canyon system for monthly Bacterial test and transport to lab for analysis.

YEARLY:

Chlorinate the main 185,000-gallon tank twice a year; two weeks before Memorial Day and 2 weeks after Labor Day. Test water transfer valve for Foxtail/Old Mill tank and test USFS lift station by running both booster pumps in manual mode for one hour. Clean and remove all plants from USFS lift station, main 185,000-gallon tank and CC well fenced areas in October.

NOTE: If the USFS had to provide the holder's services, what would it cost?

The holder performs 6 days of annual services, 12 days of monthly services, 26 days of winter services, and 52 days of summer services, or services on 96 days a year. This saves Forest Service personnel 96 annual trips for observations or services (monitoring, diagnostics and troubleshooting) on the water system. If the Forest Service performed this work, it might consume 30% to 50% of one full-time employee. To the employee cost, add the cost of vehicle use, fuel and training, and costs related to the consequences of work not performed or expertise lost when employees are engaged elsewhere, or positions are vacant.

The Forest Service prefers the convenience of having a holder employee who lives at the site perform this year-round work in exchange for an eligible Annual Facility Use Fee Offset.

Value of Generating Electricity for USFS

FY 2021 (Oct 1, 2020 - Sept 30, 2021)

Total Annual Cost of Power Production

\$199,500

Estimated % of power consumption, by user

Camp Lee Canyon	50%	Clark County	Not metered
Century Link	10%	Century Link	Metered
Shared Water System	20%	Split 50/50	Metered
(2 wells, Chlor Bldg, 185k to	ank,		Half by USFS (10%)
Lee Radio repeater equipm	ent)		Half by Clark County (10%)
Booster Station/McW CG	20%	USFS	Metered
TOTAL	100%		

Proportional Uses & Costs

Clark County	60%	\$119,700	
USFS Fee Offset	30%	\$59,850	Initial estimated percentage
(Electricity-related offset	to the Annua	l Facility Use Fee)	*
Century Link	10%	\$19,950	

SUBTOTAL: \$59,850. (Electric power related G-T offset of the Annual Facility Use Fee)

Alternative: If the USFS had to generate its own electricity, what would it cost?

The USFS would need to install, operate, and maintain a diesel or solar power generating system for its McWilliams Water System and for McWilliams Campground. Cost unknown.

Basis for electrical system total costs: (Provided on 7.17.2020 via a Robert Tomiyasu email)

- Cost to replace the generator system is \$750,000 (expected lifespan is 10 years or \$75,000/year) (from Faye's project costs)
- Cost of monthly maintenance from County Automotive is \$4,500/month or \$54,000/year (from County Automotive costs)
- Cost of diesel fuel is \$5,000/month or \$60,000/year (from Greg's costs)
- Cost of Greg's time for maintenance/repair is \$10,500/year (from Greg's estimate)

Total of \$199,500/year (or \$16,625/month) for County to generate electricity at Camp Lee Canyon.

These numbers are subject to change depending on cost fluctuations for the maintenance vendor, fuel and Greg's time. The only fixed cost is the installation of a new system.

Although Clark County pays the system cost up front, spread replacement cost over ten years based on the system's life expectancy of ten years.

Total Granger-Thye Facility Use Fee Offset

FY 2021 (Oct 1, 2020 – Sept 30, 2021)

*** NOTE: To transfer to Appendix B, G-T Annual Facility Use Fee Offset Agreement 2021 ***

Water system related offset \$31,360 calculated on pages 6-7
Electric power related offset \$59,850 calculated on page 8
Road repairs \$15,750 (estimated)

Road repairs rate (RPM Rate at \$105.00 x 25 hours per month x 6 months)

(Type 2 road base, with delivery & installation)

Unexpected repairs to Federal Improvements

(After first \$1,000 per occurrence, 3 common categories shown)

Plumbing, HVAC, Electrical	\$
Roof/shingle replacements Concrete repair/replacement Exterior lead paint abatement Asbestos window glaze abatement	\$ \$ \$ \$
Gabion Wall LED light fixtures in USFS buildings Other	\$50,000 (estimated 50% of cost) Spring 2021 \$10,000 (estimated) Spring 2021 \$ (unknown) \$166,960 (estimated)
Eligible Offset (5% of Federal Improvements)	\$100,438 (100% of facility use fee)
Balance (Max. 2021 offset is \$100,438)	\$66,522 (estimated)
Apply any federally provided MRRI work	\$15,000 (hazard tree removal, estimated)
Potential eligible carry over (into 2022) *	\$81,522 (estimated) If approved in advance by authorized officer

^{*} Under Fee Offset Amount, the Organization Camp Worksheet (Appendix J) says:

Offsets may not exceed the rent owed for a G-T Facility in a year.

In this case, the \$100,438 Annual Facility Use Fee is the maximum applicable offset.

Performing the minimum MRRI work (or paying a fee for that amount) is just that, a minimum threshold.

It is acceptable and often necessary to perform more than the minimum MRRI work.

Carrying over "excess" MRRI into the next operating year is applicable when approved in advance.

"In advance" generally means at the beginning of the operating year for planned work and prior to or concurrent with unexpected repairs on emergency work and other critical work (Appendix F, page 9).

Clark County Parks and Recreation

USFS 2020 ANNUAL PERMIT

USFS GRANGER -THYE FEE OFFSET CLAIM CERTIFICATION – APPENDIX G

APPENDIX G

Authorization ID
Contact ID
Expiration Date

NATIONAL FOREST

APPENDIX G Granger-Thye Fee Offset Claim Certification for _____

SPECIAL USE PERMIT

AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d < Reference FSH 2709.11, chapter 50>

PERMIT NUME	R DISTRICT BER	
Project Name	Camp Lee Permit	Holder's Fiscal Year (FY)
for this permit. Tot allocable to this G	tal allowable costs of a GT project included in this GT c	t agreement to the extent they do not exceed the total annual fee laim are the sum of the direct GT project costs and indirect costs be accepted to the extent they are reasonable, allocable, and ragreement, and agency policy.
	Provide claimed GT costs by cost element and attach sentation for the cost claim.	schedules to show the cost breakdown by cost element. Provide
	lirect costs must be computed based on Forest Service ne approved indirect cost rate for FY [].	-approved indirect cost rate and may be added to the total direct
executed by the U	offset claim is subject to all provisions in the Annual S. Department of Agriculture, Forest Service, name of GT fee offset agreement).	Granger-Thye Fee Offset Agreement (FS-2700-4h, Appendix B) National Forest, and Clark County & Clark County Parks and
DIRECT GT COST	S	
Salaries and Wages	\$	\$
Materials and Supp	lies	\$[
Subcontracts		\$
Other (specify)		\$
Sum of Direct GT C	osts	\$
INDIRECT COSTS	([]% x Direct GT costs)	\$
TOTAL GT COST C	CLAIM FOR PROJECT	\$
representations in th	ne documents supporting its claim for fee offset are acci	1001, the holder certifies to the best of its knowledge that the urate and complete. The Forest Service reserves the right not incomplete. Failure to sign the certification shall vitiate the fee
Signed:		Date:
Name of C	Certifying Official	
Title of Cert	tifying Official	

Burden Statement

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources,

gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

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

Clark County Parks and Recreation

USFS 2020 ANNUAL PERMIT

SHPO

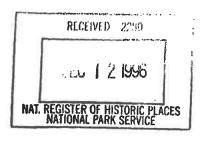




NPS Form 10-900 (Oct. 1990)

United States Department of the Interior National Park Service

National Register of Historic Places Registration Form



OMB No. 10024-0018

Nation Dy earch	form is for use in nom onal Register of Historic intering the information itectural classification, r les and narrative items	Places Registration For requested. If an item of materials, and areas of	orm (National Red does not apply to significance, er	egister Bulletin o the property nter only cateor	 16A). Complete each being documented, bries and subcated 	th item by nenter "N/A pries from the	narking ' '' for ''n ne instru	"x" in the appropriate applicable."	opriate box or For functions, Iditional
1.	Name of Property								
	oric name <u>Camp</u> er names/site numb	***************************************							
	ocation	CI _ZUCAJ412							
stree	et & number	State R	oute 156				_ □	not for public	cation
city	or town	Las Vegas	(approxi	matley 50	northwest	of)		☑ vicinity	,
state	Nevada	code _	NV count	y <u>Clark</u>		_ code _	003 2	zip code	3
3. S	tate/Federal Agen	cy Certification							
	meets does not nationally states and a states Signature of certifying of the state of Federal agency	wide U locally. (U So FPO official/Title	ee continuation	//- Z6	onal comments.)				
	in my opinion, the proposition of comments.) Signature of certifying parties of Federal agency	. 1					n sheet	for additional	
. Ne	ational Park Servic	e Certification	^	//whi		1/1			
hereb	certify that the proper entered in the Nationa See continuation determined eligible for National Register	ty is: J. Register, on sheet, the	(d)	Signature of	Ne Keepee			Date o	9 7
	See continuation of eligible National Register.				•		· ·		
	removed from the National Register. other, (explain:)		***************************************						

Camp Lee Canyon Name of Property	-	Clark County and	Nevada State	ngana.
5. Classification				
Ownership of Property (Check as many boxes as apply)	Category of Property (Check only one box)	Number of Res (Do not include pre	sources within Proportionally listed resources in	erty the count.)
☐ private	☐ building(s)	Contributing	Noncontributing	
D public-local	Øk district	12	3	buildings
public-Statepublic-Federal	☐ site ☐ structure	0	0	sites
LD PROMOT GOOTH	☐ object	2	2	structures
		0	0	objects
		14	5	Total
Name of related multiple pro (Enter "N/A" if property is not part of	operty listing if a multiple property listing.)	Number of con in the National	tributing resources Register	
n/a		0		. 10
6. Function or Use				
Historic Functions (Enter categories from Instructions)		Current Functions (Enter categories from i		,
DOMESTIC:camp	ji	DOMFSTIC: ca	mp	
	*			
7. Description				
Architectural Classification (Enter categories from Instructions)		Materials (Enter categories from Ir	structions)	*
OTHER:vernacular		foundationC	DNCRETE	
		walls WOOD: We	eatherboard	
		roof WOOD: shir	nala	
		1001	1916	
		other BRICK		

Narrative Description (Describe the historic and current condition of the property on one or more continuation sheets.)

Camp Lee Canyon	Clark, Nevada
Name of Property	County and State
8. Statement of Significance	
Applicable National Register Criteria (Mark "x" in one or more boxes for the criteria qualifying the property for National Register listing.)	'Areas of Significance (Enter categories from instructions)
Ot Marional Leafusian manual	POLITICS/GOVERNMENT
A Property is associated with events that have made	
a significant contribution to the broad patterns of our history.	
B Property is associated with the lives of persons	
significant in our past.	
☐ C Property embodies the distinctive characteristics	
of a type, period, or method of construction or	
represents the work of a master, or possesses high artistic values, or represents a significant and	
distinguishable entity whose components lack	Period of Significance
individual distinction.	1937-1946
D Property has yielded, or is likely to yield, information important in prehistory or history.	
Criteria Considerations (Mark "x" in all the boxes that apply.)	Significant Dates
White a strain in borout that appropri	1937 ,
Property is:	
☐ A owned by a religious institution or used for	
religious purposes.	
☐ B removed from its original location.	Significant Person (Complete if Criterion B is marked above)
☐ C a birthplace or grave.	
E o a sampleo o glavo.	Cultural Affiliation
□ D a cemetery.	
☐ E a reconstructed building, object, or structure.	
☐ F a commemorative property.	
☐ G less than 50 years of age or achieved significance	Architect/Builder
within the past 50 years.	Works Progress Administration
Narrative Statement of Significance (Explain the significance of the property on one or more continuation sheets.)	
9. Major Bibliographical References	
Bibliography (Cite the books, articles, and other sources used in preparing this form on on	e or more continuation sheets)
Previous documentation on file (NPS):	Primary location of additional data:
preliminary determination of individual listing (36	☐ State Historic Preservation Office
CFR 67) has been requested	☐ Other State agency
previously listed in the National Register	
previously determined eligible by the National	☐ Local government
Register	☐ University ☐ Other
☐ designated a National Historic Landmark ☐ recorded by Historic American Buildings Survey	Name of repository:
#	
recorded by Historic American Engineering	

Camp Lee Canyon	Clark, Nevada	
Name of Property	County and State	
10. Geographical Data		
Acreage of Property		
UTM References (Place additional UTM references on a continuation sheet.)		
1 1 1 6 1 9 1 0 0 4 0 1 8 7 8 0 Zone Easting Northing 2 1 1 6 1 9 1 8 0 4 0 1 8 8 8 0	3 111 6 1 19 2 14 10 Zone Easting 4 111 6 1 19 1 18 10	410 118 71810 Northing 410 118 71810
Verbal Boundary Description (Describe the boundaries of the property on a continuation sheet.)	and somment stock	
Boundary Justification (Explain why the boundaries were selected on a continuation sheet.)		
11. Form Prepared By		
name/titleAna B. Koval, Architectural Historian a		
organizationRainshadow Associates and Clark County	Parks date Recreation Apri	1 1996
street & number 2601 East Sunset Road	telephone (702) 455-824	2
city or townLas Vegas	state NV zip code 8	9120
Additional Documentation Submit the following items with the completed form:		
Continuation Sheets		
Maps		•
Maps A USGS map (7.5 or 15 minute series) indicating the prop	perty's location.	٠
·	·	· 3.
A USGS map (7.5 or 15 minute series) indicating the prop	·	·. 5.
A USGS map (7.5 or 15 minute series) indicating the properties having to	arge acreage or numerous resources	3.
A USGS map (7.5 or 15 minute series) indicating the properties. A Sketch map for historic districts and properties having the Photographs	arge acreage or numerous resources	·.
A USGS map (7.5 or 15 minute series) indicating the properties. A Sketch map for historic districts and properties having in the Photographs Representative black and white photographs of the property of the SHPO or FPO for any additional items) Property Owner	arge acreage or numerous resources	
A USGS map (7.5 or 15 minute series) indicating the properties. A Sketch map for historic districts and properties having it is representative black and white photographs of the property of the property of the SHPO or FPO for any additional items) Property Owner (Complete this item at the request of SHPO or FPO.)	arge acreage or numerous resources	
A USGS map (7.5 or 15 minute series) indicating the properties. A Sketch map for historic districts and properties having it is representative black and white photographs of the property of the property of the SHPO or FPO for any additional items) Property Owner (Complete this item at the request of SHPO or FPO.) nameU.S.Dept. of Agriculture, Forest Service	arge acreage or numerous resources erty. e. Spring Mountains Natl Re	creation Area
A USGS map (7.5 or 15 minute series) indicating the properties. A Sketch map for historic districts and properties having it is representative black and white photographs of the property of the property of the SHPO or FPO for any additional items) Property Owner (Complete this item at the request of SHPO or FPO.)	e. Spring Mountains Natl Re	creation Area

Preperwork Reduction Act Statement: This information is being collected for applications to the National Register of Historic Places to nominate properties for listing or datermine eligibility for listing, to list properties, and to amend existing listings. Response to this request is required to obtain a benefit in accordance with the National Historic Preservation Act, as amended (16 U.S.C. 470 et seq.).

NPS Form 10-800-s

ONE Approval No. 1024-0018

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section number Page1	Section	number	7	Page	1
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Site

The camp sits on approximately seventeen acres in a small narrow canyon and the site is heavily wooded with tall evergreen trees. The road which turns in from State Route 156 becomes the spine of the district with buildings set among the trees on both sides of the dirt road. According to the original plans the access road was to run along the eastern edge of the facility. Currently there are fifteen buildings and four structures within the proposed district. An original site map dating 1937 with revisions in 1938 and a current site map are attached to this nomination. The buildings haven been numbered to match the numbers on the original site plan.

Buildings

seven Cabins (Buildings #1-6, 8)
Recreation Hall (Administrative Building, Building #10
Dining Hall & Kitchen (Building #11)
Nurse's Quarters (original Bath House, Building #12)
Camp Manager's Quarters (Building #13)
Wood Shop & Quarters (originally a Cabin, Building #7)
Bath House (Building #14)
Camp Director's Quarters (Building #15)
Maintenance Garage & Quarters (Building #16)

Structures

Crafts Shelter (Structure #17)
Amphitheater (Structure #18)
Dance Floor (Structure #19)
Multi-purpose Courts (Structure #20)

Note that building #9, a cabin, was never built.

Nine of these buildings are original construction from 1937—six cabins (numbered 2 - 7), the dining hall, the original bath house, and the recreation hall. All of the original buildings are very similar in construction. Generally they are all one story, rectangular-in-plan, and wood framed on a concrete slab. The roofs are side facing steeply pitched gable roofs of wooden shingles. Most of the buildings are sided with random width, V-groove horizontal wooden boards. The windows are generally

HPS Form 10-800-4

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

	1.0	•	
Section number7	Page	2	

four or six light, wood framed, hopper (hinged on the bottom) with plain wooden trim.

Cabins (six - 1937, one - 1940s) Buildings #1-6, 8 Photos #2 and #3

The cabins are identical with six of the seven being built by 1937. It appears that cabin #1 was built in the 1940s. The cabins are one story, rectangular-in-plan, wood framed buildings on concrete slabs. The buildings are covered by steeply pitched, side facing gable roofs of wood shingles. A centrally located brick chimney protrudes through the roof just in front of the ridge line. The roofs provide a small overhang and are finished with exposed rafter ends. The exterior walls are random width, horizontal V-groove wood siding pierced by six light hopper, wood framed windows with plain wood trim. All elevations are symmetrical with a central wooden door flanked by two windows on each side on the front elevation, five windows on the rear elevations and a centrally placed door on the side elevations.

The cabin interiors are also identical with concrete floors, plaster ceilings, and painted tongue & groove wood walls. The interior is one large space with a central painted brick chimney which originally vented the stoves. New heaters have been installed and the stoves removed. Originally the floors were wood placed on the concrete; these have been removed as they had deteriorated. The cabins retain a high degree of integrity with very few changes since they were constructed in 1937.

Recreation Hall, 1937 (Administrative Building #10) Photo #4
Originally serving as an administrative building including the functions of hospital, recreation hall, and staff quarters, the building is one story with an attic space for storage. The exterior features are identical to the rest of the original buildings as detailed above. The interior is divided into five bedrooms, a lounge, a large recreation room, a kitchen, and a bathroom. The recreation hall has a high gabled ceiling and a centrally located stone fireplace. The doors throughout the building are wood with five horizontal panels. The other rooms are the same as the cabins except they still have the original wood floors and have tongue-and-groove wooden ceilings. The interior is in near original condition with the following exceptions; the kitchen has been remodeled and one of the bedrooms appears to have originally been the first aid room.

NPS Form 10-500-6

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section	number	7	Page	3
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Dining Hall and Kitchen (1937, enlarged in 1959) #11 Photos #5 and #6

The dining hall is one story and irregular-in-plan with several additions to the original building. It appears that the original building was T-shaped-in-plan with two rectangles each approximately equal in size to the cabins. The front rectangle housed the dining room and the back housed the kitchen. The major roof is a cross gable with shed roofs covering the additions. The roof has been recovered from the original wood shingle with a painted metal to look like shingles. The exterior walls are eight inch wide horizontal boards. The windows are identical to the cabins - six light hopper, wood framed windows with plain wood trim and some are in triple arrangements. Two dominant features are the vertical board front door and the exterior concrete block chimney on the south side.

The building interior is divided into a large dining room divided by support posts, a commercial kitchen with walk-in freezer, and three bedrooms and one bathroom for the kitchen staff. The main dining areas have knotty pine vertical boards on walls and ceilings. The other spaces have plaster board walls and ceilings. The floors are either concrete or asphalt tile.

Nurse's Quarters, 1937 (originally the Bath House #12)

The current nurse's quarters was the original bath house. This building is very similar to the others built in 1937. The building is one-and-one-half stories with the upper floor originally used as sleeping quarters. The building was divided into a girl's bath and boy's bath and as such retains its two original front doorways. One door remains the original wooden with five horizontal panels and the other doorway has been covered with plywood. The windows are shorter than on the other buildings (reflecting the building's use); they are four light. The interior remains several different rooms but is now all accessible from one exterior door. It has painted concrete floors with drains, paneled walls, wooden trim, original knotty pine cabinets, interior painted chimneys, and fluorescent lights.

Camp Manager's Ouarters, #13 (1940s) (Photos #1 and #7)

This building is similar to the other buildings constructed in 1937 but has undergone some alterations. A little more complex, this building is covered by a cross gable roof. The original wood shingle roof has been replaced with metal shingles identical to those used on the dining hall. Large, fixed and aluminum framed sliding windows have been added. This building is now one-and-one-half

NPS Form 10-400-4

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

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Section	number		rayo	4

story with the addition of interior and exterior stairs and two additional rooms on the second story. Some of the interior has knotty pine walls and ceilings. The floors are covered with vinyl and carpet and a new bathroom has been installed.

Wood Shop and Ouarters, #7 (1940s) (Photo #8)

This building sits on the site of cabin #7, it is likely that cabin #7 was enlarged to create the existing building. The wood shop is a one-and-one-half story, rectangular-in-plan building housing a four bay garage below and an one bedroom housing unit above. The steeply pitched, side facing, gable roof is of wood shingles with exposed rafter ends. The concrete block building has three large garage doors, a solid door, and a awning window on the first floor. The housing unit above has hopper and aluminum framed sliding windows in the gable ends and in the gable roofed dormer. There are interior stairs from the garage space up to the housing unit. The interior of the housing unit has drywall walls, some paneling, and carpeted floors.

New Bath House, #14 (1959)

Built in 1958-59, the new bath house is similar to the original construction in size, scale, and shape. It is one story, rectangular-in-plan, and with a side facing, steeply pitched gable roof. Different materials were used including concrete blocks for the structure and exterior walls and seamed metal for the roof. The gable ends are horizontal wooden boards. The doors are solid metal. The interior has recently been remodeled to meet ADA requirements; the building has new fixtures and fluorescent lights.

Camp Director's Quarters, #15 (1970s)

The camp director's quarters is a small, one story, rectangular-in-plan, portable building which was brought to the site in the 1970s. It is covered with a front facing gable roof, has T1-11 plywood siding, aluminum framed sliding windows, and a solid wood door.

Maintenance Garage & Quarters, #16 (1980s) Photo #9

The new garage is two story with the camp managers quarters occupying the second floor above the large five bay garage. The building is concrete block on the first story with board-and-battens on the second story pierced by aluminum framed sliding windows.

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Contion	number	·7	Page	5
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Crafts Shelter, #17

The crafts shelter is an open air structure of six inch square posts and brackets supporting a steeply pitched gable roof of asphalt shingles and finished with vertical board gable ends.

Amphitheater, #18

The amphitheater has a plywood stage and log seats.

Dance Floor, #19 (1980s)

The dance floor was constructed in the 1980s by the School of the Arts. It has a plywood floor above a concrete slab and a log, post-and-beam structure supporting a canvas tarp.

Multi-purpose courts, #20

The multi-purpose courts are blacktop with chain-link fencing surrounding the hard surface.

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section	number	8	Page	1
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Summary

Camp Lee Canyon is significant as one of a handful of federal projects which dramatically changed the face of Clark County, Nevada in the 1930s. Built by the Works Progress Administration (WPA), the project was part of the "federal trigger" which helped southern Nevada through the Depression. (criterion A). Camp Lee Canyon, located 50 miles northwest of Las Vegas on Hwy. 156 on approximately sixty acres given to the U. S. Department of Agriculture in 1936, was constructed beginning in 1937. Owned by the U. S. Forest Service and operated first by the City of Las Vegas and then by Clark County, the Camp has served the children of Las Vegas from 1937 to the present as a summer camp.

Context

The largest and most dramatic example of the federal projects in Clark County and all of Nevada during the Depression was the Boulder Dam construction which revitalized southern Nevada and provided not only employment for thousands, but laid the groundwork for a new industry-tourism.

In addition during the 1930s the New Deal provided a significant economic boost for southern Nevada with various programs which provided much-needed facilities, such as the new grade school at Fifth and Bridger which was built by the Public Works Administration. Other projects included repaving more than 58 city blocks by the Federal Emergency Relief Administration (FERA) and completing the City Park with trees, baseball fields and other recreational facilities.

The City was able to increase the tourism potential with the construction of a convention center in 1936. For several years civic leaders had been anticipating the transition to a tourist based economy when the dam construction was completed. The process began in 1934 with land donated by the City (now the site of the current City Hall) and with \$5,000 pledged from the American Legion, who agreed to build a War Memorial Building. The WPA was persuaded that the project met its guidelines as a "civic auditorium" and contributed \$80,000 worth of free labor and materials. Thus the town had its convention center.

Of the federally funded construction projects in Clark County from the 1930s, few still remain. Still standing are the Boulder Dam renamed to Hoover Dam; the Fifth Street School which is now leased from Clark County by the City of Las Vegas; the

OMB Approval No. 1024-0016

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section number _	8	Page	2
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Lost City Museum in Overton, a Civilian Conservation Corps project; the U. S. Post Office located on Stewart Street; and Camp Lee Canyon.

Construction

In 1936, pioneer Las Vegans J. T. and Iona McWilliams donated forty acres in an area known as Lees Canyon to the U. S. Department of Agriculture to be used as a public recreation area. They later added another twenty acres to round out the parcel. Claude Mackey, the Las Vegas Manager of the Works Progress Administration, wrote to Henry Wallace, Secretary of Agriculture, urging that acceptance of the donation be expedited so that the WPA could build a camp for young people. The WPA had already built an oiled road to the area.

The camp at Lee Canyon was built under the auspices of the Works Progress Administration using local labor and materials. The original plan for the camp was drafted by Franz Pragnell in May 1937 and revised in October 1938 by landscape architect, H. L. Curtiss. By 1937 nine buildings, including six cabins, a kitchen/dining hall, bathhouse and large recreation hall had been completed at the camp. The recreation hall featured a large room for programs, three sleeping rooms, two offices, first aid room and bathroom. The cost of constructing the camp had been estimated at \$28,000. That first year two hundred children had been able to go to summer camp. An additional cabin, caretaker's building and workshop/storage areas were built sometime in the 1940s.

In the late 1950s the county made substantial improvements to the camp. In 1959 a new bathhouse was built, the dining hall enlarged and staff quarters added, and a paint storage building constructed, for a total expenditure of \$65,307. The old bathhouse became the nurse's quarters.

At that time, there was no formal Clark County Department of Parks and Recreation. Funding for the Lee Canyon Camp staff and operations expenditures was listed under "miscellaneous" in the annual County budget.

Use

In 1937 the first camp program was offered for the children of Las Vegas, for two weeks in August. Two hundred children were given a camp experience, in a program that was run by the WPA under Claude Mackey. There was disagreement

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section	number	8	Page	3
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between the City and the WPA about who was to run the camp, but that was resolved and a partnership established.

The next year a full summer of camp programs were offered for children and teens, under the combined direction of the City Recreation Department, led by Recreation Supervisor E. F. Tandy, and the WPA. The WPA supplied maintenance staff and cooks, and the Recreation Department provided program staff. The fee for a week of camp was \$5.00 per child. The camp was also rented to such organizations as the Boy Scouts and various church groups, who provided their own staff. Later, longtime city Recreation Supervisor Kenneth Van Vorst was in charge of the camp.

By 1946, the camp was placed under the County Recreation Board, chaired by Reverend Harold Broughton, a Methodist minister. Reverend Broughton also ran several weeks of church camp programs. The County Commission provided the funding for the operation of the camp. During the early fifties the County Commission dissolved the Recreation Board and placed the camp under the County Fair and Recreation Board. During this time the County began to exercise more direct control of the running of the camp.

In 1963-64 the County Commission established a separate Department of Parks and Recreation, whose main function for the first few years was to run the camp. When the newly created County Parks and Recreation Department took over responsibility of the camp, it was primarily in the role of maintenance and caretaker, renting it to outside users and using it only minimally for its own programs.

During the 1970s and 1980s the primary users were the Nevada School of the Arts, which offered six weeks of music camp for almost ten years, and the YMCA which offered several weeks of a general recreation camp for children and young teens. The School of the Arts built the outdoor dance pavilion.

Today the County Parks and Recreation Department offers three weeks of camp for general populations of youth and teens, one week of therapeutic recreation, one week for economically disadvantaged, and it co-sponsors a teen leadership week with the Clark County School District. The rest of the weeks are rented to Cooperative Extension, 4-H, church groups and other special use organizations.

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section	number	9	Page	1

Bibliography

Las Vegas Review Journal, 8/19/36; 6/28/37; 4/25/38.

"McWilliams Outdoor Camp, Lee Canyon Unit Tract, Nevada National Forest" map, dated March 1937, revised October 1938.

Moehring, Eugene. Resort City in the Sunbelt:Las Vegas, 1930-1970. Reno, NV: University of Nevada Press, 1989.

U.S. Forest Service Records (permits and correspondence).

NPS Form 10-800-a

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Section number10	Page	

Verbal Boundary Description

Lee Canyon Organization Camp in Section 10, T19S, R56E, MDB&M as shown on the attached map titled "Lee Canyon Youth Camp," dated 1/18/82.

Boundary Justification

The proposed boundaries follow the boundaries of the special use permit issued by the U. S. Forst Service to the Board of Commissioners of Clark County.

United States Department of the Interior National Park Service

National Register of Historic Places Continuation Sheet

Photo	Log She	et	2	_
Section	number	-	Page	1

Camp Lee Canyon District
Clark County, Nevada
Photos 1 -9
Ana B. Koval, Photographer
March 1996
Original negatives: Ana B. Koval

Photos 10-13 Historic

Photo #1 Camp buildings looking northeast.

Photo #2 Cabins # 6 and #7 looking northwest.

Photo #3 Cabin #5.

Photo #4
Recreation Hall.

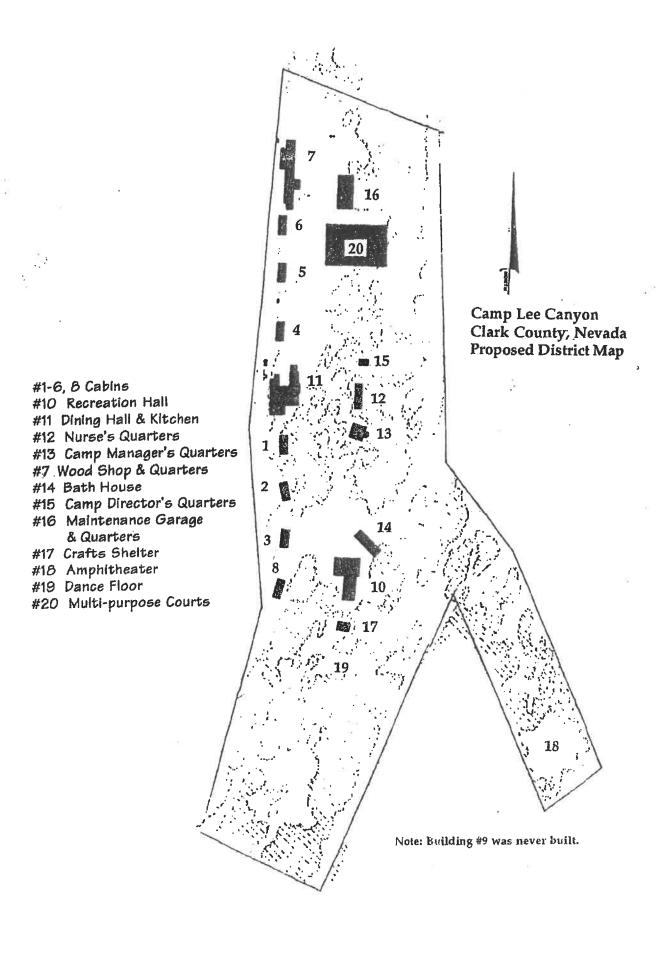
Photo #5 Dining Hall

Photo #6 Kitchen entrance of dining hall.

Photo #7 Camp Manager's Quarters.

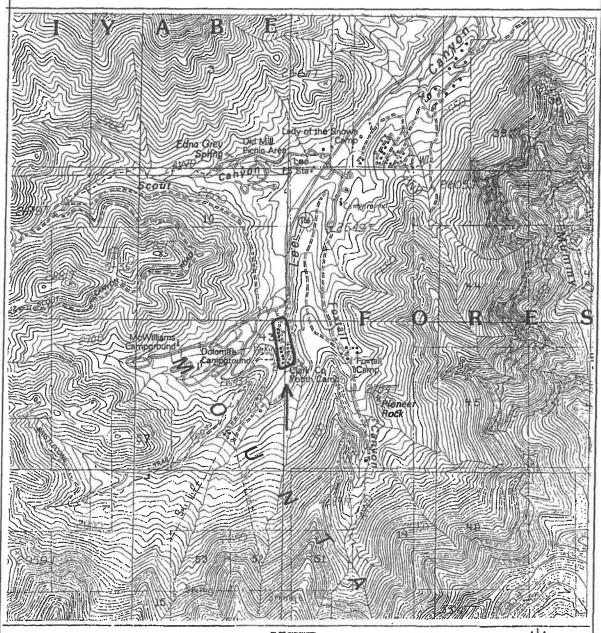
Photo #8 Wood Shop & Quarters

Photo #9
Maintenance Garage & Ouartors



Camp Lee Canyon

Site Number: 26Ck5419



LEGEND

USGS QUAD: Charleston Peak, Nevada TOWNSHIP: 19S. SCALE: 1:24,000

CONTOUR INTERVAL: 10 Meters

RANGE: 56E.



NORTH