

**DECISION RECORD**  
**LAKE HAVASU FIELD OFFICE**  
**Sundance RV Resort Recreation Commercial Lease**  
**Parker Strip, California**  
**DOI-BLM-AZ-C030-2013-0021-EA**

I have reviewed the application, Environmental Assessment (EA), and have made a Finding of No Significant Impact (FONSI) for the Sundance Resort Commercial Recreation Lease proposal. Based on that review and the record as a whole, I approve the Proposed Action, with the following stipulations derived from mitigation measures in the EA and FONSI. In accordance with 43 CFR 2920 and 2930, respectively, this Decision is in full force and effective immediately.

**Scoping and Public Involvement**

An interdisciplinary team analyzed the potential consequences of the proposal during internal scoping held on February 20, 2013, for the Proposed Action. Through updated plan of development submittals, additional resources were included in the analysis as resource specialists deemed appropriate. As a result of internal scoping and discussions, visual resources, water quality hazard or solid wastes, invasive or non-native species, migratory birds, threatened or endangered species, wetlands/riparian zones, wildlife, socioeconomic, recreation and travel management resources were analyzed in the EA.

Twenty-one Native American Representatives in the region were contacted by Sundance's project consultant in writing and by telephone to solicit Native American input regarding potential cultural resources concerns over the proposed undertaking. Individual Tribes contacted were the Ah-Mut Pipa Foundation, Chemehuevi, Fort Mojave Indian Tribe, Colorado River Indian Tribe, Las Vegas Paiute Tribe, Ramona Band of Cahuilla Indians, San Manuel Band of Serrano Mission Indians, Ti' At Society /Intertribal Council of Pimu, Twenty –Nine Palms Band of Mission Indians, and Quechan Indian Nation. No tribal concerns were noted.

The preliminary EA was made available for public review and comment on March 20, 2014. The public comment period was open for 30 days, and closed on April 21, 2014. The public was notified of the EA's availability through a news release and postings of the news release at BLM's LHFO, Empire Landing Campground, Rock House Visitor Center, Bullfrog Day Use Area (DUA) and the Sundance Outlaw's Saloon. Copies of the EA were available on the Arizona's BLM website and printed copies were located at the LHFO, Rock House Visitor Center and Sundance Outlaw's Saloon. In total over 40 comments were received. The substantive comments that were received expressed concern over the loss of tent camping sites with the proposed development at the Empire Landing Campground. To address the public's concerns, BLM will require the applicant to perform offsite mitigation at BLM's Bullfrog Day Use Area.

BLM also coordinated with the Bureau of Reclamation whose special conditions and stipulations will be included with the authorization.

## Land Use Conformance

The Proposed Action complies with the *Lake Havasu Field Office Resource Management Plan* (RMP) approved on May 10, 2007. The specific management decisions given in the RMP that apply to the Proposed Action are outlined below:

- LR-6; The BLM will continue to lease recreation areas for concessions, state parks, county parks, and city parks in accordance with the prescribed recreation settings (see Map 20 LHFO RMP).
- RR-13; Desired Future Conditions for Parker Strip Special Recreation Management Primary Market Strategy: Destination Market: Regional, national, and international visitors to the Lower Colorado River
- RR-14; Desired Future Conditions for Parker Strip RMZ 1 – Parker Strip Urban will be generally managed for Suburban providing the following:
  - Niche: Vacation use/seasonal occupancy sites and recreation opportunities including boat launching along the banks of the Lower Colorado River.
  - Management Objective: Manage to provide visitors with access to a wide variety of recreational opportunities through concessions and BLM-managed facilities. Manage this zone to provide opportunities for regional, national, and international visitors who use the area seasonally. Enable them easy access to enjoyment of the natural environment through a variety of sustainable recreational activities, including day-use or overnight camping and long-term winter use.
- TE-1; Conserve and protect Migratory Bird species (see Appendix C Table C-7 LHFO RMP) and their habitats, Lake Havasu Field Office will follow the guidance provided within the Migratory Bird Executive Order 13186, *Arizona Partners in Flight Bird Conservation Plan* (Latta, Beardmore, and Corman 1999), *Partners in Flight Desert and Riparian Bird Conservation Plan* (California Partners in Flight 2006), *USFWS North American Waterfowl Management Plan* (USFWS et al. 1998), and LCRMSCP (Reclamation, USFWS, and MWD 2004).
- TE-2; No net loss of quantity or quality of priority species and/or priority habitats will occur on the Lake Havasu Field Office. See Table 3-4 in the Proposed Resource Management Plan/Final Environmental Impact Statement.
- TE-3; Conserve habitat and work toward the recovery of T&E species, as well as reduce the likelihood of additional species listings under the ESA and California ESA.
- TM-22; The 2602 acres in the Crossroads and Copper Basin OHV areas will remain designated open to intensive OHV use. The Recreation Project Plan for the Parker Strip Off-Highway Vehicle Area and Routes was completed in 1996, and no changes in management are proposed (Bureau of Land Management 1996).
- VR-3; VRM Class III – The objective of this class is to partially retain the existing character of the landscape. The level of change to the characteristic landscape should be moderate. Management activities may attract attention but should not dominate the view of the casual observer. Changes should repeat the basic elements found in the predominant natural features of the characteristic landscape.

## **Authority**

The BLM may grant recreation commercial leases pursuant to Title III of the Federal Land Policy and Management Act of 1976 (90 Stat. 2762; 43 U.S.C. 1732) and the 43 CFR 2920 and 2930 regulations.

Recreation commercial leases would be subject to BLM's Arizona Colorado River District's Concession Review Program.

## **Environmental Commitments and Special Stipulations**

1. Structures shall be treated with a non-reflective finish to reduce light reflection and increases blending in the landscape.
2. Standards set forth in the BLM Guidelines for a Quality Built Environment (Collins, 2010) shall be followed.
3. During the construction period, dust suppression measures shall be used to minimize the creation of dust clouds potentially associated with ground disturbance activities and the use of the access road to the leach field.
4. The Standard Environmental Colors chart shall be utilized to select colors that minimize visual contrast of facilities on the landscape. Semi-gloss paint is recommended where appropriate to enhance durability yet reduce reflectivity. Colors one to two shades darker than the surrounding landscape are recommended for selection.
5. The lessee shall be required to obtain and maintain any permits that may be required for domestic water treatment and wastewater treatment.
6. Superficial construction and landscaping debris located on the project site shall be removed and disposed of in a proper manner.
7. The lessee, its successors or assigns, shall comply with all Federal and State laws applicable to the disposal, placement, or release of hazardous substances (substance as defined in 40 CFR Part 302).
8. No hazardous material, substance, or hazardous waste, (as these terms are defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 9601, *et seq.*, or the Resource Conservation and Recovery Act, 42 U.S.C. 6901, *et seq.*) shall be used, produced, transported, released, disposed of, or stored within the lease area at any time by the lessee. The lessee shall immediately report any release of hazardous substances (e.g. leaks, spills, etc.) caused by the lessee or third parties in excess of the reportable quantity as required by federal, state, or local laws and regulations. A copy of any report required or requested by any federal, state or local government agency as a result of a reportable release or spill of any hazardous substances shall be furnished to the Authorized Officer concurrent with the filing of the reports to the involved federal, state or local government agency.
9. The lessee shall immediately notify the Authorized Officer of any release of hazardous substances, toxic substances, or hazardous waste on or near the lease potentially affecting the lease of which the lessee is aware.
10. As required by law, the lessee will have responsibility for and shall take all action(s) necessary to fully remediate and address the hazardous substance(s) on or emanating from the lease.

11. The lessee shall comply with all applicable local, state, and federal air, water, hazardous substance, solid waste, or other environmental laws and regulations, existing or hereafter enacted or promulgated. To the full extent permissible by law, the lessee agrees to indemnify and hold harmless, within the limits, if any, established by state law (as state law exists on the effective date of the lease) the United States against any liability arising from the lessee use or occupancy of the lease, regardless of whether the lessee has actually developed or caused development to occur on the lease, from the time of the issuance of this lease to the lessee, and during the term of this lease. This agreement to indemnify and hold harmless the United States against any liability shall apply without regard to whether the liability is caused by the lessee, its agents, contractors, or third parties. If the liability is caused by third parties, the lessee shall pursue legal remedies against such third parties as if the lessee were the fee owner of the lease.
12. Notwithstanding any limits to the lessee's ability to indemnify and hold harmless the United States which may exist under state law, the lessee agrees to bear all responsibility (financial or other) for any and all liability or responsibility of any kind or nature assessed against the United States arising from the lessee's use or occupancy of the lease regardless of whether the lessee has actually developed or caused development to occur on the lease from the time of the issuance of this lease to the lessee and during the term of this lease.
13. Signs shall be posted which explain the need to prevent the spread of the Quagga mussels.
14. A vegetative landscaping plan is required and shall be submitted to the BLM LHFO for review and approval prior to implementation. Landscaping shall include only the planting of native species to the Sonoran Desert and river riparian zone.
15. Adequate raven-proof trash containers shall be located near the proposed storage and RV units to prevent increased littering in the area.
16. Trimming of palms, trees, or shrubs during migratory bird nesting season, which occurs from February through August, shall only be performed if the vegetation does not have active nesting birds.
17. If a desert tortoise should wander on-site and become endangered by any activity, that activity shall cease until the desert tortoise moves out of harm's way on its own accord. Every desert tortoise shall be avoided at all times. A desert tortoise that needs to be handled to prevent injury or death shall be handled by a certified/authorized handler only.
18. If any species listed as threatened or endangered under Federal or State of California regulations are encountered during the activities, work would immediately stop. Immediate telephone notification of the discovery would be made to the BLM Wildlife Biologist at (928) 505-1200. The activity may resume only after the Authorized Officer has given approval.
19. All personnel must report any sightings of desert tortoise, bighorn sheep, and other wildlife species and Federally listed migratory birds (such as American peregrine falcon) to the BLM Wildlife Biologist at (928)505-1200.
20. The aquatic emergent vegetation (cattails, bulrush, etc.) that occurs along and adjacent to the shoreline of the lease shall remain in place, with the exception of the identified beach areas and dock.
21. To protect the riparian aquatic emergent vegetation at the southwestern portion of the lease along the shoreline, boat beaching/mooring shall be prohibited south of the swimming beach.
22. Any desert bighorn sheep observed shall be avoided and not pursued.

23. The lessee shall comply with all State and Federal laws relating to prehistoric or historic archaeological sites or artifacts. Actions other than those explicitly approved by the BLM which result in impacts upon archaeological resources, shall be subject to the judicial proceedings of the Archaeological Resources Protection Act of 1979, as amended, and the Federal Land Policy and Management Act of 1976. As property of the United States, no person may, without authorization, excavate, remove, damage, or otherwise alter or deface any historic or prehistoric site, artifact, or object of antiquity located on federal lands.
24. A marketing brochure, as well as customer service provided by registration employees shall address existing day-use opportunities and activities provided by Sundance. Marketing signage shall be installed to attract visitors and direct traffic into the site.
25. The lessee shall conduct construction activities only during daytime hours.
26. The lessee shall design project features in accordance with federal and industrial standards as well as with applicable state and local codes.
27. The lessee shall perform offsite mitigation at Bullfrog Day Use Area (DUA) for the loss of tent camping sites as directed by the Authorized Officer, which shall be completed within 6 months of lease execution. Site specific plans for the conversion of the Bullfrog DUA to overnight camping shall be approved by the Authorized Officer prior to construction.
28. The lessee shall provide appropriate signage for the new Bullfrog Campground as directed and approved by the Authorized Officer.
29. Any recreation specific site features within the project area (i.e. pay station, interpretive kiosk, camp host station, picnic tables) that would not be reused within the resort shall be installed at Bullfrog as instructed by the Authorized Officer.
30. Potable water shall be provided without cost to the visitors and site hosts staying at Bullfrog DUA/Campground, Crossroad Campground, Rock House Visitor Center, Quail Hollow DUA, Cable Car DUA.
31. The lessee shall restore the leach field areas of ground disturbance to an appearance similar to pre-project conditions after construction.
32. The lessee and any contractors shall utilize one access road for construction and maintenance of the leach field.
33. The leach field fencing shall encompass the 1.5 acre construction area and shall be removed immediately upon construction completion. Informational signage shall be placed around the fenced area to inform the public of the construction activities and closure dates.
34. Within 90 calendar days of the completion of construction the lessee shall furnish BLM with as-built drawings depicting the location and elevation of said concession, as constructed.

Special Conditions and Stipulations provided by Bureau of Reclamation

1. Sundance RV shall not allow contamination or pollution of the lands, waters or project works of Reclamation for which Sundance RV has the responsibility for care, operation and maintenance by its employees or agents and will take reasonable precautions to prevent such contamination or pollution by third parties.
2. Reclamation retains all rights previously reserved and the authority to enter upon Premises at all times.

3. Any damage to the RV concession caused by Reclamation's operation and maintenance activities for the Colorado River Bankline shall be the sole responsibility of Sundance RV to repair and/or replace, and Reclamation will not be financially responsible for any such repairs and/or replacements.
4. Sundance RV shall not construct any groundwater wells on the Premises.

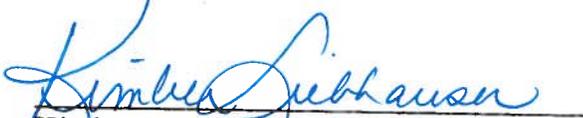
### **Rationale**

Under the Proposed Action, the issuance of the Sundance RV Resort Commercial Recreation Lease would not have significant effects to the human environment and the Finding of No Significant Impact is hereby incorporated by reference. The decision to allow the Proposed Action does not result in any undue or unnecessary environmental degradation, and is in conformance with the Lake Havasu Field Office Resource Management Plan.

### **DECISION**

It is my decision to authorize the Proposed Action as described in Environmental Assessment DOI-BLM-AZ-C030-2013-0021-EA. The Proposed Action will be subject to the stipulations provided in this document.

### **APPROVED**

  
\_\_\_\_\_  
Kimber Liebhauser  
Field Manager  
Lake Havasu Field Office

  
\_\_\_\_\_  
Date

### **APPEALS**

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4 and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in at the Lake Havasu Field Office, 2610 Sweetwater Avenue, Lake Havasu City, 86406, within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition (request) pursuant to regulations 43 CFR 4.21 (58 FR 4939, January 19, 1993) for a stay (suspension) of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards

listed below. Copies of the notice of appeal and petition for a stay must also be submitted to each party named in this decision and to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

#### Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

- (1) The relative harm to the parties if the stay is granted or denied,
- (2) The likelihood of the appellant's success on the merits,
- (3) The likelihood of immediate and irreparable harm if the stay is not granted, and
- (4) Whether the public interest favors granting the stay.