

SCOPING/INFORMATION PACKAGE

Riggins Shooting Range Conveyance

Cottonwood Field Office

DOI-BLM-ID-C020-2015-0006-EA

Introduction

This information package summarizes a Bureau of Land Management (BLM) proposal to convey a parcel of BLM-managed public land (BLM land) in north-central Idaho to Idaho County (the County) for use as a shooting range, to comply with Section 3007 of the Fiscal Year 2015 Defense Authorization Act (the Act). The patent for the conveyance would include terms and conditions, some of which are required by the Act and others that were determined appropriate by the BLM. Along with the conveyance, the BLM would retain an easement to access adjacent BLM land and grant a right-of-way to the County to provide access to the conveyed parcel. Federal actions must be analyzed in accordance with the National Environmental Policy Act (NEPA) and other relevant Federal and State laws and regulations to determine potential environmental consequences.

The purpose of this report is to inform interested and affected parties of the proposal and to solicit comments to assist with the NEPA review of the proposal. Analysis of the proposal is ongoing, and will be documented in an Environmental Assessment (EA). Comments received in response to this solicitation will be used to identify potential environmental issues related to the proposed action and to identify alternatives to the proposed action that meet the purpose of and need for the project.

The Bureau of Land Management (BLM) will also use this public participation opportunity under the NEPA to assist the agency in satisfying the public involvement requirements under Section 106 of the National Historic Preservation Act (NHPA) (16 U.S.C. 470(f)) pursuant to 36 CFR 800.2(d)(3). The information about historic and cultural resources within the area potentially affected by the proposed action will assist the BLM in identifying and evaluating impacts to such resources in the context of both NEPA and Section 106 of the NHPA.

The BLM will consult with Indian tribes on a government-to-government basis in accordance with Executive Order 13175 and other policies. Tribal concerns, including impacts on Indian trust assets and potential impacts to cultural resources, will be given due consideration. Federal, State, and local agencies, along with tribes and other stakeholders that may be interested in or affected by the proposed action that the BLM is evaluating, are invited to participate in the scoping process and, if eligible, may request or be requested by the BLM to participate in the development of the environmental analysis as a cooperating agency.

Background

Section 3007 of the Fiscal Year 2015 Defense Authorization Act requires that the BLM convey a 36-acre parcel of federal land to Idaho County. This parcel is located approximately 2.5 miles north of Riggins, Idaho (see attached map). The Act specifies that the land shall be used only as a shooting range or for

other public purposes. It also specifies that the County shall agree to release and indemnify the U.S. from any claims or liabilities from past uses of the land and to accept such reasonable terms and conditions as the Secretary [of the Interior – delegated to the BLM] determines necessary. In addition the law states that, if the land ceases to be used for a public purpose, then it would revert to federal ownership at the discretion of the Secretary [of the Interior]. A copy of the text of Section 3007 is attached.

Purpose and Need for Action

As described above, the Act requires that the BLM convey the subject parcel to the County for use as a shooting range, and specifies that the BLM may identify terms and conditions for the conveyance. The parcel contains a decommissioned landfill, and, if exposed, hazardous materials from the landfill could pose a public safety risk. The BLM has also determined that the most practical means for motorized and non-motorized access to adjacent BLM lands is via a road that runs through the parcel. In addition, the primary access road to the parcel from U.S. Highway 95 crosses BLM land that will not be conveyed.

The purpose of the proposed action is to comply with the Defense Appropriation Act by conveying the subject parcel to the County for use as a shooting range, with appropriate terms and conditions for public interests and safety; to retain public access to adjacent BLM lands; and to provide the County with access to the conveyed parcel.

Preliminary Issues

Public Safety: A portion of the conveyed parcel contains an old municipal landfill that was decommissioned and covered over in 1972. Exposure of hazardous materials within the landfill could adversely affect public safety and pose environmental concerns.

Wild and Scenic River: The conveyed parcel is within the specified management corridor for a segment of the Salmon River that has been determined suitable for inclusion in the National Wild and Scenic Rivers System (NWSRS). Development and use of a shooting range could affect NWSRS-related values.

Sensitive wildlife, aquatic, and plant species: Development and use of a shooting range could adversely affect sensitive wildlife, aquatic, and plant species.

Cultural Resources: Conveyance of the parcel out of federal ownership and development of a shooting range could result in loss or damage to cultural or historic resources.

Noxious Weeds and Invasive Species: Development and use of the shooting range could result in the spread of noxious weeds or invasive species.

Recreation: Conveyance of the parcel out of federal ownership and development of a shooting range could limit or otherwise affect other recreational uses such as hiking and hunting. It may also limit access to popular viewpoints from which the public watches annual jet-boat races on the Salmon River.

Wildland Fire: Use of the shooting range could result in wildland fire.

Social and Economic Conditions: The parcel, in conjunction with adjacent BLM and private land, is used for livestock grazing. Conveyance of the parcel out of federal ownership and development of a shooting

range could limit or reduce opportunities for grazing. Also, while potential competition shooting and other uses of the shooting range could result in economic benefits for Riggins, adjacent residents will likely hear the noise from these and routine uses.

Proposed Action and Preliminary Alternatives

Proposed Action

The BLM would convey the 36-acre parcel of federal land to the County. Conveyance would be subject to the reservations, conditions, and limitations specified in the Act and:

- No portion of the land would, under any circumstances, revert to federal ownership.
- The County would be made aware of the potential hazards from the landfill and lead resulting from use of the shooting range.
- The mineral estate will be remain in federal ownership.
- Other terms and conditions specified in Attachment 1.

Prior to conveyance to the County, the BLM would execute a public access easement (exclusive road easement) through the conveyed parcel (see attached map). The purpose of the easement is to preserve public access to adjoining BLM-administered public lands.

The BLM would grant a right-of-way to the County for access to the conveyed parcel, subject to standard terms and conditions (see Attachment 2).

No Action Alternative

The BLM would not convey the parcel to the County. The BLM recognizes that this alternative would be in violation of the Act, but consideration of no action to provide a baseline for comparison is required by Federal Regulations (40 CFR 1502.14(d)). Neither an easement nor a right-of-way would be considered under this alternative since there would be no need.

Connected Action – Development of the Shooting Range

While the BLM has no jurisdiction over development of the shooting range by the County, this development would be a result of conveyance of the parcel. Therefore, the BLM must consider and disclose the environmental effects of this connected action in its analysis.

Public Input Needed

Comments are specifically requested on the proposed action, preliminary issues, and alternatives. Comments made on this proposal would be most helpful if they are received by **June 15, 2015**, and are directly relevant to the proposal and project area. The BLM will not reject public feedback outside

established public involvement timeframes; however, these comments may be considered secondary to those received in a timely manner and may only be assessed to determine if they identify concerns that would substantially alter the assumptions, proposal, design, or analysis presented in the EA. Comments sent electronically should be sent to **BLM_ID_RigginsShootingRange@blm.gov**. Please identify whether you are submitting comments as an individual or as the designated spokesperson on behalf of an organization.

Before including your address, phone number, e-mail address, or other personal identifying information in your comment, be advised that your entire comment – including your personal identifying information – may be made publicly available at any time. While you can ask us in your comment to withhold from public review your personal identifying information, we cannot guarantee that we will be able to do so.

The primary contact for for this project is Scott Pavey, BLM Coeur d'Alene District Planning and Environmental Coordinator. You can contact Scott at (208) 769-5059, or by sending email to **BLM_ID_RigginsShootingRange@blm.gov**.

Attachments:

- 1) Proposed Terms and Conditions of the Patent
- 2) Standard Right-of-Way Terms and Conditions
- 3) Map of Parcel to be Conveyed
- 4) Section 3007 of the Fiscal Year 2015 Defense Authorization Act

Attachment 1: Proposed Terms and Conditions of the Patent

EXCEPTING AND RESERVING TO THE UNITED STATES

1. A right-of-way thereon for ditches and canals constructed by the authority of the United States pursuant to the Act of August 30, 1890 (43 U.S.C. 945).
2. All mineral deposits in the land so patented, and to it, or persons authorized by it, the right to prospect for, mine, and remove such deposits from the same under applicable law and regulations to be established by the Secretary of the Interior.

SUBJECT TO:

1. The above described land has been conveyed for continued use as a shooting range. A portion of the above described land had also been used for a municipal solid waste disposal site. Records describing the status of the site at the time of patent issuance are available from the Bureau of Land Management (past use) and the patentee (past and continued use). Solid waste at shooting ranges commonly includes munitions and discharged materials. Additional solid waste associated with the municipal landfill commonly includes small quantities of commercial and household hazardous waste. Said solid wastes are as determined in the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.C. 6901), and defined in 40 CFR 261.4 and 261.5. Although there is no indication these materials pose any significant risk to human health or the environment, future land users should be aware of these uses.
2. Idaho County, 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).
3. This property is subject to the requirements of section 120(h) of the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9620(h) (CERCLA), as amended by the Superfund Amendments and Reauthorization Act of 1986, (100 Stat. 1670). The patentee, its successors or assigns, by accepting a patent, agrees to indemnify, defend, and hold harmless the United States, its officers, agents, representatives, and employees (hereinafter "United States") from any costs, damages, claims, causes of action in connection with the patentee's use, occupancy, or operations on the patented real property. This agreement includes, but is not limited to, acts or omissions of the patentee and its employees, agents, contractors, lessees, or any third party arising out of, or in connection with, the patentee's use, occupancy, or operations on the patented real property which cause or give rise to, in whole or in part: (1) Violations of Federal, state, and local laws and regulations that are now, or may in the future become, applicable to the real property and/or applicable to the use, occupancy, and/or operations thereon; (2) Judgments, claims, or demands of any kind assessed against the United States; (3) Costs, expenses, or damages of any kind incurred by the United States; (4) Releases or threatened releases of solid or hazardous waste(s) and/or hazardous substances(s), pollutant(s), or contaminants(s), and/or petroleum product(s) or derivative(s) of a petroleum product, as defined by Federal or state environmental laws; of, on, into, or under land, property, and other interests of the United States; (5) other activities by which solid or hazardous substance(s) or waste(s), pollutant(s) or contaminant(s), or petroleum product(s) or derivative(s) of a petroleum product as defined by Federal or state environmental laws are generated, stored, used, or otherwise disposed of on the patented real property, and any cleanup response, remedial action, or other actions related in any manner to the said solid or hazardous substance(s) or waste(s) or contaminant(s), or petroleum product(s) or derivative(s) of a petroleum product as defined by Federal or

state laws. Patentee shall stipulate that it will be solely responsible for compliance with all applicable Federal, state, and local environmental laws and regulatory provisions, throughout the life of the facility, including any closure and/or post-closure requirements that may be imposed with respect to any physical plant and or facility upon the real property under any Federal, state, or local environmental laws or regulatory provisions. This covenant shall be construed as running with patented real property and may be enforced by the United States in a court of competent jurisdiction.

4. No portion of the land covered by this patent shall under any circumstances revert to the United States.
5. If, at any time, the patentee; 1) transfers to another party ownership of any portion of the land not used for the purpose(s) specified in Section 3007 of Public Law 113-291; or 2) uses any portion of the land for purpose(s) not specified in Section 3007 of Public Law 113-291, the patentee shall pay the Bureau of Land Management the fair market value, as determined by the authorized officer, of the transferred portion, or portion used for purpose(s) not authorized by the Act, as of the date of transfer or change in use.
6. Those rights for road purposes granted to the United States of America (through the Bureau of Land Management), its heirs or assigns, by specified easement.

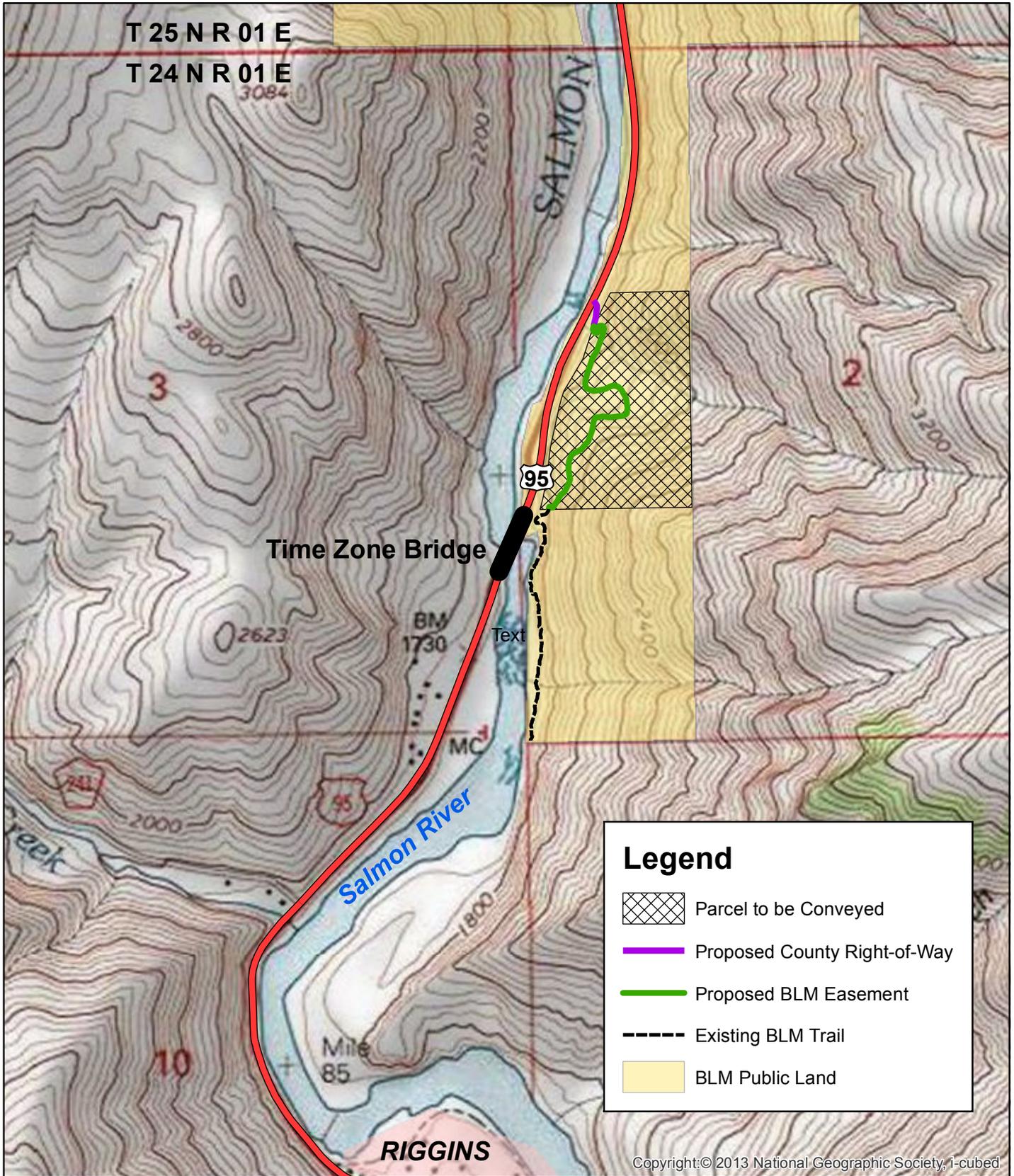
In addition to the items listed above, the grant of the herein described land is subject to the following reservations, conditions, and limitations:

7. The patentee or its successor in interest shall comply with and shall not violate any of the terms or provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 241), and requirements of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant thereto (43 CFR 17) for the period that the lands conveyed herein are used for the purpose for which the grant was made pursuant to the Act cited above, or for another purpose involving the provision of similar services or benefits.
8. The United States shall have the right to seek judicial enforcement of the requirements of Title VI of the Civil Rights Act of 1964, and the terms and conditions of the regulations, as modified or amended, of the Secretary of the Interior issued pursuant to said Title VI, in the event of their violation by the patentee.
9. The patentee or its successors or assigns in interest will, upon request of the Secretary of the Interior or his delegate, post and maintain on the property conveyed by this document signs and posters bearing a legend concerning the applicability of Title VI of the Civil Rights Act of 1964 to the area or facility conveyed.
10. The reservations, conditions, and limitations contained in paragraphs 7 through 9 above shall constitute a covenant running with the land, binding on the patentee and its successors in interest for the period for which the land described herein is used for the purpose for which this grant was made, or for another purpose involving the provision of similar services or benefits.
11. The assurances and covenant required by paragraphs 7 through 10 above shall not apply to ultimate beneficiaries under the program for which this grant is made. "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

Attachment 2: BLM Right-of-Way Standard Terms and Conditions

- 1) This grant or permit is issued subject to the holder's compliance with all applicable regulations contained in Title 43 Code of Federal Regulations part 2800 and 2880.
- 2) Upon grant termination by the authorized officer, all improvements shall be removed from the public lands within 90 days as directed by the authorized officer.
- 3) Each grant issued pursuant to the authority of Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) for a term of 20 years or more shall, at a minimum, be reviewed by the authorized officer at the end of the 20th year and at regular intervals thereafter not to exceed 10 years. Provided, however, that a right-of-way or permit granted herein may be reviewed at any time deemed necessary by the authorized officer.
- 4) The stipulations, plans, maps, or designs set forth in Exhibit(s) TBD, dated TBD, attached hereto, are incorporated into and made a part of this grant instrument as fully and effectively as if they were set forth herein in their entirety.
- 5) Failure of the holder to comply with applicable law or any provision of this right-of-way grant or permit shall constitute grounds for suspension or termination thereof.
- 6) The holder shall perform all operations in a good and workmanlike manner so as to ensure protection of the environment and the health and safety of the public.

Riggins Shooting Range Conveyance Proposal



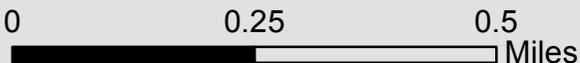
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Map Created: 4/22/15

The surface management status ("land ownership") should be used as a general guide only. Official land records, located at the Bureau of Land Management (BLM) and other offices, should be checked for up-to-date information concerning any specific tract of land.

No warranty is made by the Bureau of Land Management. The accuracy, reliability, or completeness of these data for individual use or aggregate use with other data is not guaranteed. The following cannot be made Section 508 compliant. For help with its data or information, please contact the BLM Idaho State Office Webmaster at 208-373-4000.



Map Projection: NAD 1983 UTM Zone 11N



Attachment 4: Section 3007 of the Fiscal Year 2015 Defense Authorization Act

H. R. 3979—454

in the State of California near the Weaverville Airport in Trinity County as depicted on the map entitled “Trinity County Land Exchange Act of 2014 – Parcel B” dated March 24, 2014, more particularly described as Lot 8, SW1/4 SE1/4, and S1/2 N1/2 SE, Section 31, Township 34 North, Range 9 West, Mount Diablo Meridian.

(3) UTILITIES DISTRICT.—The term “Utilities District” means the Trinity Public Utilities District of Trinity County, California.

SEC. 3007. IDAHO COUNTY, IDAHO, SHOOTING RANGE LAND CONVEYANCE.

(a) DEFINITIONS.—In this section:

(1) COUNTY.—The term “County” means Idaho County in the State of Idaho.

(2) MAP.—The term “map” means the map entitled “Idaho County Land Conveyance” and dated April 11, 2014.

(3) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

(b) CONVEYANCE OF LAND TO IDAHO COUNTY.—

(1) IN GENERAL.—As soon as practicable after notification by the County and subject to valid existing rights, the Secretary shall convey to the County, without consideration, all right, title, and interest of the United States in and to the land described in paragraph (2).

(2) DESCRIPTION OF LAND.—The land referred to in paragraph (1) consists of approximately 31 acres of land managed by the Bureau of Land Management and generally depicted on the map as “Conveyance Area”.

(3) MAP AND LEGAL DESCRIPTION.—

(A) IN GENERAL.—As soon as practicable after the date of enactment of this Act, the Secretary shall finalize the legal description of the parcel to be conveyed under this section.

(B) MINOR ERRORS.—The Secretary may correct any minor error in—

- (i) the map; or
- (ii) the legal description.

(C) AVAILABILITY.—The map and legal description shall be on file and available for public inspection in the appropriate offices of the Bureau of Land Management.

(4) USE OF CONVEYED LAND.—The land conveyed under this section shall be used only—

- (A) as a shooting range; or
- (B) for any other public purpose consistent with uses allowed under the Act of June 14, 1926 (commonly known as the “Recreation and Public Purposes Act”) (43 U.S.C. 869 et seq.).

(5) ADMINISTRATIVE COSTS.—The Secretary shall require the County to pay all survey costs and other administrative costs necessary for the preparation and completion of any patents for, and transfers of title to, the land described in paragraph (2).

(6) CONDITIONS.—As a condition of the conveyance under paragraph (1), the County shall agree—

(A) to pay any administrative costs associated with the conveyance including the costs of any environmental, wildlife, cultural, or historical resources studies;

(B) to release and indemnify the United States from any claims or liabilities that may arise from uses carried out on the land described in paragraph (2) on or before the date of the enactment of this Act by the United States or any person; and

(C) to accept such reasonable terms and conditions as the Secretary determines necessary.

(7) REVERSION.—If the land conveyed under this section ceases to be used for a public purpose in accordance with paragraph (4), the land shall, at the discretion of the Secretary, revert to the United States.

SEC. 3008. SCHOOL DISTRICT 318, MINNESOTA, LAND EXCHANGE.

(a) PURPOSES.—The purposes of this section are—

(1) to provide greater safety to the students of the Robert J. Elkington Middle School and the families of those students in Grand Rapids, Minnesota; and

(2) to promote the mission of the United States Geological Survey.

(b) DEFINITIONS.—In this section:

(1) DISTRICT.—The term “District” means Minnesota Independent School District number 318 in Grand Rapids, Minnesota.

(2) FEDERAL LAND.—

(A) IN GENERAL.—The term “Federal land” means the parcel of approximately 1.3 acres of United States Geological Survey land identified as USGS Parcel 91-016-4111 on the map, which was transferred to the Department of the Interior by the General Services Administration by a letter dated July 22, 1965.

(B) INCLUSION.—The term “Federal land” includes any structures on the land described in subparagraph (A).

(3) MAP.—The term “map” means each of the maps entitled “USGS and School Parcel Locations” and dated January 15, 2014.

(4) NON-FEDERAL LAND.—

(A) IN GENERAL.—The term “non-Federal land” means the parcel of approximately 1.6 acres of District land identified as School Parcel 91-540-1210 on the map.

(B) INCLUSION.—The term “non-Federal land” includes any structures on the land described in subparagraph (A).

(5) SECRETARY.—The term “Secretary” means the Secretary of the Interior.

(c) AUTHORIZATION OF EXCHANGE.—If the District offers to convey to the United States all right, title, and interest of the District in and to the non-Federal land, the Secretary shall—

(1) accept the offer; and

(2) convey to the District all right, title, and interest of the United States in and to the Federal land.

(d) VALUATION.—

(1) IN GENERAL.—The value of the Federal land and non-Federal land to be exchanged under subsection (c) shall be determined—