

Categorical Exclusion (CX)
**Renewal of R&PP Lease N-62896-01 for an 80 acre Multi-School
(K-12) and Auxiliary Bus Yard Site**

Background

NEPA NUMBER: DOI-BLM-NV-5030-2014-0007-CX

Recognizing the strong public need for a nationwide system of parks, schools, and other public purposes, the Congress, in 1954, enacted the Recreation and Public Purposes Act (68 Statute 173; 43 United States Code 869 et. seq.) as a complete revision of the Recreation Act of 1926. The Act authorizes the sale or lease of public lands for recreational or public purposes to State and local governments and to qualified nonprofit organizations. This is renewal of a Recreation and Public Purpose (R&PP) lease to the Nye County School District for a multi-school (K-9) and auxiliary bus yard site.

BLM Office:

Bureau of Land Management
Pahrump Field Office
4701 N. Torrey Pines Drive
Las Vegas, Nevada 89130

LLNVS0300

Lease/Serial/Case File No.:

N-62896-01

Proposed Action Title/Type:

Request for renewal of R&PP lease N-62896-01 for a multi-school (K-12) and auxiliary bus yard site on public lands.

Location of Proposed Action:

LOCATION AND LEGAL DESCRIPTION:

The site is located in Pahrump, Nevada, situated on the south side of Kellogg Road and between Sandy Lane and Hafen Ranch Road.

The Legal Description is:

Mount Diablo Meridian, Nevada

T. 21 S., R. 59 E.,

sec. 21, N½NE¼,

containing approximately 80 acres.

Description of Proposed Action:

R&PP Lease Renewal for N-62896-01 for an 80 acre multi-school (K-12) and auxiliary bus yard site. the lease was issued to Nye County School District on June 26, 2001, for 10 years. It

expired June 25, 2011. Nye County School District has constructed the Tim and Jackie Hafen elementary school on 15 acres—the remainder 65 acres of land is still undisturbed. The original plan of development has not changed. All tortoise fees for entire 80 acres have been paid for this project on May 24, 2001. The site is located in the Mount Diablo Meridian, Nevada, T. 21 S., R. 54 E., section 21, N½NE. The site is located along Kellog Road between Sandy Lane and Hafen Ranch road

Land Use Plan Conformance

Land Use Plan Name:

Las Vegas Resource Management Plan and Final Environmental Impact Statement (RMP), and the Record of Decision for the Approved Las Vegas Resource Management Plan and Final Environmental Impact Statement.

Date Approved/Amended:

RMP dated October 5, 1998.

The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decision(s) (objectives, terms, and conditions) :

The proposed action is in conformance with the applicable RMP because it is clearly consistent with the following LUP decision(s):

Land Use Authorizations: LD-2 “All public lands within the planning area, unless otherwise classified, segregated or withdrawn, and with the exception of Areas of Critical Environmental Concern and Wilderness Study Areas, are available at the discretion of the agency, for land use leases and permits under Section 302 of Federal Land Policy and Management Act and for airport leases under the authority of the Act, or May 24, 1928, as amended.”

LD-2-a: “Land use lease or permit applications and airport lease applications will be addressed on a case-by-case basis, where consistent with other resource management objectives and local land uses. Special terms and conditions regarding use of the public lands involved will be developed as applicable.”

Compliance with NEPA:

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 11.9, E. (9): “Renewals and assignments of leases, permits, or rights-of-way where no additional rights are conveyed beyond those granted by the original authorizations.”

This is renewal of R&PP Lease N-82869-01.

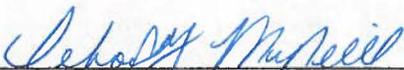
This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances described in 516 DM 2 potentially having effects that may significantly affect the environment.

Comments providing substantive new information relevant to the analysis and mitigation measures have been incorporated into the Exhibit A stipulations which are attached to this document.

I have reviewed the plan conformance statement and have determined that the proposed action is in conformance with the approved land use plan and that no further environmental analysis is required.

Approval and Contact Information

Authorizing Official:


Deborah J. MacNeill
Pahrump Field Manager
Pahrump Field Office


Date

Contact Person

Erica Pionke, Realty Specialist
Las Vegas Field Office
4701 N. Torrey Pines Drive
Las Vegas, Nevada 89130
phone: 702-515-5000

Exhibit A
Stipulations N-62896-01

1.0 Provisions of Title VI of the Civil Rights Act of 1964

- 1.1. The lessee or any 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 land conveyed herein is used for the purpose for which the lease was made pursuant to the act cited or for another purpose involving the provision of similar services or benefits.
- 1.2. If the lessee or any successor in interest does not comply with the terms or provisions of Title VI of the Civil Rights Act of 1964 and the requirements imposed by the Secretary of the Interior issued pursuant to that title during the period which the land described herein is used for the purpose for which the lease was made pursuant to the act cited or for another purpose involving the provision of similar services or benefits, said Secretary or his delegate may declare the terms of this lease terminated in whole or in part.
- 1.3. The lessee, by acceptance of this patent, agrees for itself and its successors in interest that a declaration of termination in whole or in part of this lease shall, at the option of the Secretary or his delegate, operate to revest in the United States full title to the land involved in the declaration.
- 1.4. 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 lessee or any successor in interest.
- 1.5. The lessee or any successor 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 property conveyed.
- 1.6. The reservations, conditions, and limitations contained in paragraphs (1) through (5) shall constitute a covenant running with the land, binding on the lessee and his (its) successors in interest for the period for which the land described herein is used for the purpose for which this lease was made, or for another purpose involving the provision of similar services or benefits.
- 1.7. The assurances and covenant required by sections (1) through (6) above shall not apply to ultimate beneficiaries under the program for which this lease is made; "Ultimate beneficiaries" are identified in 43 CFR 17.12(h).

2.0 General Stipulations

- 2.1. The lease is issued subject to all valid existing rights.
- 2.2. The lease shall be maintained in a sanitary condition at all times. Waste materials at those sites shall be disposed of promptly at an approved waste disposal site. "Waste", as used in this paragraph, shall mean all discarded matter of any kind.
- 2.3. Lessee shall mark the exterior boundaries of the lease with stake and/or lath at 100 to 200 foot intervals. The intervals may be varied at the time of staking at the discretion of the Authorized Officer. The tops of the stakes

and/or laths will be painted and the laths flagged in a distinctive color as determined by the Lessee. Lessee shall maintain all boundary stakes and/or laths in place until final cleanup and restoration is completed.

- 2.4. Lessee shall conduct all activities associated with construction, operation, maintenance and termination of this lease within its authorized limit
- 2.5. Lessee shall maintain the lease in a safe, useable condition, as directed by the Authorized Officer. A regular maintenance program shall include, but is not limited to, soil stabilization.
- 2.6. No signs of advertising devices shall be placed on the premises or on adjacent public lands, except those posted by or at the direction of the authorized officer.
- 2.7. Lessee shall, during construction of the facility, provide a prominent sign stating: *This facility is being constructed on public land provided in support of the community by the Department of the Interior, Bureau of Land Management, Las Vegas Field Office.* Logos can be provided.
- 2.8. Lessee shall, upon completion of construction of the facility, either immediately within or immediately adjacent to the main entrance, provide a prominent permanent plaque stating: *This facility is located on public land provided in support of the community by the Department of the Interior, Bureau of Land Management, Las Vegas Field Office.* Logos can be provided.
- 2.9. Lessee shall maintain copy of the authorization along with stipulations on construction site at all times.
- 2.10. Mineral material generated, and not needed for the development of the proposed action within the lease site, requires a specific BLM use authorization in accordance with regulations 43 CFR 3600, prior to the removal of the excess mineral material. Any necessary excavation that produces mineral materials within the right-of-way must be used within the right-of-way or stockpiles on site for sale by the BLM. If mineral material is to be stockpiled on site for sale, the disposal of the mineral material will need to be analyzed in an EA.
- 2.11. Within 90 days of construction completion, the Lessee shall provide the Authorized Officer with data in a format compatible with the Bureau's Arc-Info Geographic Information System to accurately locate and identify the lease:

Acceptable data formats are:

Corrected Global Positioning System files with sub-meter accuracy or better, in UTM NAD 83; Zone 11;
ARCGIS export files on a CD ROM, shapefile, geodatabase.

Data may be submitted in any of the following formats:

ARCGIS interchange, shapefile or geodatabase format.
CD ROM in compressed or uncompressed format.

All data shall include metadata for each coverage, and conform to the Content Standards for Digital Geospatial Metadata Federal Geographic Data Committee standards. Contact the GIS Department at (702) 515-5000.

3. Air Quality

- 3.1. The Lessee shall not violate applicable air standards or related facility siting standards established by or pursuant to applicable federal, state, or local laws or regulations. The Lessee shall be responsible for dust abatement within the limits of the right-of-way and is responsible for obtaining all necessary permits from appropriate authorities for acceptable dust abatement and control methods (e.g., water, chemicals). The Lessee shall be solely responsible for all violations of any air quality permit, law or regulation, as a result of its action, inaction, use or occupancy of the lease.

All proposed construction activity in Clark County of .25 acres or greater must have a dust control permit, regardless of whether the proposed action is inside or outside of the nonattainment boundary for PM10. Ensure a dust permit is obtained through DAQEM and is in compliance with all stipulations for the duration of any construction activity, and that the construction site is further secured for fugitive dust during non-construction periods of time, i.e., weekends, holidays, etc.).

Notwithstanding whether a violation of any air quality permit, law or regulation results, the Lessee will cooperate with the Authorized Officer in implementing and maintaining reasonable and appropriate dust control methods in conformance with law and appropriate to the circumstances at the sole cost of the Lessee.

Prior to relinquishment, abandonment, or termination of this lease, the Lessee shall apply reasonable and appropriate dust abatement and control measures to all disturbed areas. The abatement and measures shall be designed to be effective over the long-term (e.g., rock mulch or other means) and acceptable to the Authorized Officer.

- 3.2. During excavation, backfilling, and contouring, the disturbed soil should be wetted sufficiently in order to effectively reduce airborne dust and reduce soil erosion.

4. Cultural

- 4.1. Any cultural and/or paleontological resources (historic or prehistoric site or object) discovered by the Lessee, or any person working on his behalf on public or Federal lands shall be immediately reported to the Authorized Officer. Lessee shall suspend all operations in the immediate area of such discovery until written authorization to proceed is issued by the Authorized Officer. An evaluation of the discovery will be made by the Authorized Officer to determine appropriate actions to prevent the loss of significant cultural or scientific values. The Lessee will be responsible for the cost of evaluation. Any decision regarding suitable mitigation measures will be made by the Authorized Officer after consulting with the Lessee. Lessee shall be responsible for the resultant mitigation costs.

5. Hazardous Material/Pesticides/Liability

- 5.1. 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 right-of-way area at any time by the Lessee. The Lessee shall immediately report any release of hazardous substances (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.
- 5.2. 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.
- 5.3. As required by law, Lessee shall 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.
- 5.4. Use of pesticides shall comply with the applicable Federal and state laws. Pesticides shall be used only in accordance with their registered uses and within limitations imposed by the Secretary of the Interior. Prior to the use of pesticides, the Lessee shall obtain from the Authorized Officer written approval of a plan showing the type and quantity of material to be used, pest(s) to be controlled, method of application, location of storage and disposal of containers and any other information deemed necessary by the Authorized Officer.

The plan shall be submitted no later than December 1 of any calendar year that covers the proposed activities for the next fiscal year.

Pesticides shall not be permanently stored on public lands authorized for use under this lease.

- 5.5. 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 right-of-way), the United States against any liability 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. 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 will pursue legal remedies against such third parties as if the Lessee were the fee owner of the lease.
- 5.6. 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.

6. Survey Monuments

- 6.1. Lessee shall protect all survey monuments found within the authorization area. Survey monuments include, but are not limited to, General Land Office and Bureau of Land Management Cadastral Survey Corners, reference corners, witness points, U.S. Coast and Geodetic Survey benchmarks and triangulation stations, military control monuments, and recognizable civil (both public and private) survey monuments. If any of the above are to be disturbed during operations, the lessee shall secure the services of a Professional Land Surveyor or Bureau cadastral surveyor to perpetuate the disturbed monuments and references using surveying procedures found in the Manual of Instructions for the Survey of the Public Lands of the United States and Nevada Revised Statutes, Chapter 329, Perpetuation of Corners. The lessee shall record such survey in the appropriate county and send a copy to the authorized officer. If the Bureau cadastral surveyors or other Federal surveyors are used to restore the disturbed survey monuments, the lessee shall be responsible for the survey cost.

7. Vegetation/Noxious Weeds/Land surface Treatment/Soil/Water/Riparian

- 7.1. Land surface treatment for areas previously disturbed: Following excavation, trenches will be backfilled with the excavated soil. The soil will be distributed and contoured evenly over the surface of the disturbed area. The soil surface will be left rough to help reduce potential wind erosion.
- 7.2. Land surface treatment for areas previously undisturbed: Strip the top three to six inches of soil material with associated plant material over all surfaces to be disturbed by construction. Stockpile this material along the course of construction will be salvaged and transplanted out of harm's way but still within the lease. At the conclusion, including trench backfilling and compaction, replace the stockpiled soil with plant debris uniformly back on the surface of the disturbed area.
- 7.3. The Lessee shall be responsible for weed control on disturbed areas within the limits of the lease. The Lessee is responsible for consultation with the Authorized Officer and/or local authorities for acceptable weed control methods within limits imposed in the lease stipulations.
- 7.4. Soil/Water/Riparian: If work is to occur in Ephemeral channels, need to consult with Army Corp of Engineers (ACOE) and Nevada Department of Environmental Protection (NDEP). If drilling boreholes, lessee needs to follow Nevada Administrative Code (NAC) protocols for drilling.

8. Fuels/Fire Management

- 8.1 Continued conformance with seasonal fire restrictions is adequate. Restrictions can be in effect any time between May 15 and October 1. Fire restrictions went into effect May 23, 2012.

9. Lease/Conveyance

- 9.1. The Lessee may request patent after development in accordance with the approved Plan of Development has been completed, or substantial development has occurred indicating that the project will be completed in its entirety. A minimum of ninety (90) days shall be required from the date a patent request is submitted to the Authorized Officer to allow notification of lessees of lands authorizations.
- 9.2. The Lease is issued subject to all valid existing rights. Patent to the Federal Lands within the lease area, if issued, shall be subject to all valid existing rights at the time of patent, including authorizations leased by the United States, under the terms and conditions in existence at the time of patent. Subject to limitations prescribed by law and regulation, prior to patent issuance, a Lessee of any lease within the Federal Lands may be given the opportunity to amend the lease for conversion to a new term, including perpetuity, if applicable, or to an easement.

The R&PP lease is subject to all valid and existing rights including:

Right-of-way N-74331 for drainage purposes granted to the City of Las Vegas, its successors or assigns pursuant to the Act of October 21, 1976 (43 U.S.C. 1761);

Right-of-way N-75637 for road and drainage purposes granted to the City of Las Vegas, its successors or assigns, pursuant to the Act of October 21, 1976 (43 U.S.C. 1761).

10. Woodland/Forestry

- 10.1 If unable to be avoided, all cactus and yucca within permanent and temporary impact areas must be salvaged and replanted in temporary impact areas or undisturbed portions of the project area or another location coordinated with the BLM Botanist. Unless otherwise directed by the BLM Botanist, all replanted cactus and yucca must be watered and otherwise maintained for a period of one year. To ensure successful salvage and transplant, all cactus and yucca must be salvaged using a contractor (or other approved by the BLM Botanist) with at least three years' experience salvaging and maintaining plant materials in the Mojave or Sonoran Deserts.

11. Migratory Birds

- 11.1 To prevent undue harm, habitat-altering projects or portions of projects should be scheduled outside bird breeding season. In upland desert habitats and ephemeral washes containing upland species, the season generally occurs between February 15th – August 31st.
- 11.2 If a project that may alter any breeding habitat has to occur during the breeding season, then a qualified biologist must survey the area for nests prior to commencement of construction activities. This shall include burrowing and ground nesting species in addition to those nesting in vegetation. If any active nests (containing eggs or young) are found, an appropriately-sized buffer area must be avoided until the young birds fledge. As the above dates are a general guideline, if active nests are observed outside this range, they are to be avoided as described above.

12. Threatened and Endangered Species

- 12.1.1 The proposed action has a may affect, likely to adversely affect determination on the threatened desert tortoise (*Gopherus agassizii*). Terms and conditions and minimization measures in the attached Biological Opinion, 84320-2010-F-0365.R003; Section 7 Log # NV-052-15-094, as Attachment 1 must be followed and contain measures to avoid and reduce potential impacts, including take, to desert tortoise.

Attachment 1: Biological Opinion with Terms and Conditions

Case Number: N-62896-01
NEPA Project #: DOI-BLM-NV-S030-2014-0007-CX
Sec. 7 Log #: NV-052-15-094

TERMS AND CONDITIONS: BO File No. 84320-2010-F-0365.R003

In order to be exempt from the prohibitions of section 9 of the Act, the Bureau must comply with the following terms and conditions and minimization measures, which implement the reasonable and prudent measures described above. These terms and conditions are non-discretionary.

RPM 1: **Applies towards lands and realty, ROWs, and mining actions and other activities that involve vehicle and equipment use, excavations, or blasting.** *BLM, and other jurisdictional Federal agencies as appropriate, shall implement or ensure implementation of measures to minimize injury or mortality of desert tortoises due to project construction, operation and maintenance; and most actions involving habitat disturbance.*

Terms and Conditions:

1.a. *Field Contact Representative—The desert tortoise monitor when required to be onsite per condition 1.d. can act as the FCR.*

BLM shall ensure a Field Contact Representative (FCR) (also called a Compliance Inspection Contractor) is generally designated for each contiguous stretch of construction activity for linear projects or isolated work areas for non-linear projects. The FCR will serve as an agent of BLM and the Service to ensure that all instances of non-compliance or incidental take are reported. BLM has discretion over approval of potential FCRs; however, those who also may be acting as authorized desert tortoise biologists, and must also be approved by the Service (see Term and Condition 1.c). All FCRs will report **directly** to BLM and the Service.

The FCR, authorized desert tortoise biologist, and monitors (see Term and Condition 1.c.) shall have a copy of all stipulations when work is being conducted on the site and will be responsible for overseeing compliance with terms and conditions of the ROW grant, including those for listed species. BLM shall ensure the FCR and authorized desert tortoise biologists have authority to halt any activity that is in violation of the stipulations. The FCR shall be on site year-round during all project activities.

Within 3 days of employment or assignment, the project proponent and BLM shall provide the Service with the names of the FCR.

1.b. *Authorized desert tortoise biologist—This project will require an authorized desert tortoise biologist to present a tortoise education program to workers, conduct desert tortoise clearance surveys and is required to be on site during construction activities associated with this project.*

All authorized desert tortoise biologists (and monitors) are agents of BLM and the Service and shall report directed to BLM and the proponent concurrently regarding all compliance issues and take of desert tortoises; this includes all draft and final reports of non-compliance or take. The initial draft report shall be provided to BLM and Service within 24 hours of the observation of take or non-compliance.

1.c. *Authorized desert tortoise biologists, monitors, and the FCR (see Term and Condition 1.a.) shall be responsible for ensuring compliance with all conservation measures for the project. This responsibility includes: (1) enforcing the litter-control program; (2) ensuring that desert tortoise habitat disturbance is restricted to authorized areas; (3) ensuring that all equipment and materials are stored within the boundaries of the construction zone or within the boundaries of previously-disturbed areas or designated areas; (4) ensuring that all vehicles associated with construction activities remain within the proposed construction zones; (5) ensuring that no tortoises are underneath project vehicles and equipment prior to use or movement; (6) ensuring that all monitors (including the authorized desert tortoise biologist) have a copy of the required measures*

in their possession, have read them, and they are readily available to the monitor when on the project site.

An authorized desert tortoise biologist will serve as a mentor to train desert tortoise monitors and will approve monitors if required. An authorized desert tortoise biologist is responsible for errors committed by desert tortoise monitors.

An authorized desert tortoise biologist shall record each observation of desert tortoise handled in the tortoise monitoring reports. Information will include the following: location (GPS), date and time of observation, whether the desert tortoise was handled, general health and whether it voided its bladder, location desert tortoise was moved from and location moved to, unique physical characteristics of each tortoise, and effectiveness and compliance with the desert tortoise protection measures. This information will be provided **directly** to BLM and the Service.

An authorized desert tortoise biologist should possess a bachelor's degree in biology, ecology, wildlife biology, herpetology, or closely related field. The biologist must have demonstrated prior field experience using accepted resource agency techniques. As a guideline, Service approval of an authorized biologist requires that the applicant have at least 60 days project experience as a desert tortoise monitor. In addition, the biologist shall have the ability to recognize and accurately record survey results and must be familiar with the terms and conditions of the biological opinion that resulted from project-level consultation between BLM and the Service. All tortoise biologists shall be familiar with the field manual (Service 2009). Potential authorized desert tortoise biologists must submit their statement of qualifications to the Service's Nevada Fish and Wildlife Office in Las Vegas for approval, allowing a minimum of 30 days for Service response. The statement form is available on the internet at: http://www.fws.gov/nevada/desert_tortoise/auth_dt_form.htm.

Prior to final approval to begin work on the project, the authorized desert tortoise biologists will have read the required measures (terms and conditions and other stipulations) and have a copy of the measures available at all times while on the project site. BLM shall provide the appropriate agency contact for the project to the Service and the Service will include the forms with approval letters. Biologists and monitors should be visibly identifiable on the project site, which may include use of a uniquely designated hardhat or safety vest color.

1. d. ***Desert tortoise monitor—Required to be on-site during construction/maintenance activities when heavy equipment.*** Desert tortoise monitors assist an authorized desert tortoise biologist during surveys and serve as apprentices to acquire experience. Desert tortoise monitors ensure proper implementation of protective measures, and record and report desert tortoises and sign observations in accordance with Term and Condition 1.c. They will report incidents of noncompliance to the authorized desert tortoise biologist or FCR. No monitors shall be on the project site unless supervised by an authorized desert tortoise biologist or approved by the BLM. If a desert tortoise is immediately in harm's way (*e.g.*, certain to immediately be crushed by equipment), desert tortoise monitors may move the desert tortoise then place it in a designated safe area until an authorized desert tortoise biologist assumes care of the animal. Desert tortoise monitors may not conduct field or clearance surveys or other specialized duties of an authorized desert tortoise biologist unless directly supervised by an authorized desert tortoise biologist or approved to do so by the Service; "directly supervised" means an authorized desert tortoise biologist has direct sight and voice contact with the desert tortoise monitor (*i.e.*, within approximately 200 ft of each other).

Within 3 days of employment or assignment, the project proponent and BLM shall provide the Service with the names of desert tortoise monitors who would assist an authorized desert tortoise biologist.

1. e. ***Desert tortoise education program—A desert tortoise education program shall be presented to all personnel on site during maintenance activities by an agency or authorized desert tortoise biologist, monitor, FCR or other approved by the BLM.*** The Service, BLM, and

appropriate state agencies shall approve the program. At a minimum, the program shall cover desert-specific Leave-No-Trace guidelines, the distribution of desert tortoises, general behavior and ecology of this species, sensitivity to human activities, threats including introduction of exotic plants and animals, legal protection (the definition of "take" will also be explained), penalties for violation of State and Federal laws, reporting requirements, and project measures in this biological opinion. All field workers shall be instructed that activities must be confined to locations within the approved areas and their obligation to walk around and check underneath and vehicles and equipment before moving them (or be cleared by an authorized desert tortoise biologist). Workers and project associates will be encouraged to carpool to and from the project sites. In addition, the program shall include fire prevention measures to be implemented by employees during project activities. The program shall instruct participants to report all observations of desert tortoise and their sign during construction activities to the FCR and authorized desert tortoise biologist.

- 1.f. ***Vehicle travel***— Project personnel shall exercise vigilance when commuting to the project area to minimize risk for inadvertent injury or mortality of all wildlife species encountered on paved and unpaved roads leading to and from the project site. Speed limits will be clearly marked, and all workers will be made aware of these limits. On-site, personnel shall carpool to the greatest extent possible.

During the desert tortoise less-active season (generally November through February), vehicle speed on project-related access roads and in the work area will not exceed 25 mph. All vehicles and construction equipment will be tightly grouped.

During the more-active season (generally March through October), and if temperatures are above 60 but below 95 °F for more than 7 consecutive days, vehicle speed on project-related access roads and in the work area will not exceed 15 mph.

- 1.g. ***Unauthorized access***—no required for this project.

- 1.h. ***Desert tortoise clearance—Required for this project.***

A desert tortoise education program shall be presented to all personnel on site during construction activities by an agency or authorized desert tortoise biologist. The Service, BLM, and appropriate state agencies shall approve the program. At a minimum, the program shall cover desert-specific Leave-No-Trace guidelines, the distribution of desert tortoises, general behavior and ecology of this species, sensitivity to human activities, threats including introduction of exotic plants and animals, legal protection (the definition of "take" will also be explained), penalties for violation of State and Federal laws, reporting requirements, and project measures in this biological opinion. All field workers shall be instructed that activities must be confined to locations within the approved areas and their obligation to walk around and check underneath and vehicles and equipment before moving them (or be cleared by an authorized desert tortoise biologist). Workers and project associates will be encouraged to carpool to and from the project sites. In addition, the program shall include fire prevention measures to be implemented by employees during project activities. The program shall instruct participants to report all observations of desert tortoise and their sign during construction activities to the FCR and authorized desert tortoise biologist.

- 1.i. ***Desert tortoise in harm's way***—Any project-related activity that may endanger a desert tortoise shall cease if a desert tortoise is found on the project site. Project activities may resume after an authorized desert tortoise biologist or desert tortoise monitor (see restrictions in Term and Condition 1.d.) removes the desert tortoise from danger or after the desert tortoise has moved to a safe area on its own.

- 1.j. ***Handling of desert tortoises***—Desert tortoises shall only be moved by an authorized desert tortoise biologist or desert tortoise monitor (see restrictions in Term and Condition 1.d.) solely for the purpose of moving the tortoises out of harm's way. During construction, operation, and maintenance, an authorized desert tortoise biologist shall pen, capture, handle, and relocate desert tortoises from harm's way as appropriate and in accordance with the most current Service-approved guidance. No tortoise shall be handled by more than one person. Each tortoise

handled will be given a unique number, photographed, and the biologist will record all relevant data on the Desert Tortoise Handling and Take Report (Appendix E) to be provided to BLM in accordance with the project reporting requirements.

Desert tortoises that occur aboveground and need to be moved from harm's way shall be placed in the shade of a shrub, 150 to 1,640 ft from the point of encounter. In situations where desert tortoises must be moved more than 1,640 ft (500 m), translocation procedures may be required. Translocation would likely result in a level of effect to the desert tortoise that would require the appended procedures.

If desert tortoises need to be moved at a time of day when ambient temperatures could harm them (less than 40 ° F or greater than 95° F), they shall be held overnight in a clean cardboard box. These desert tortoises shall be kept in the care of an authorized biologist under appropriate controlled temperatures and released the following day when temperatures are favorable. All cardboard boxes shall be discarded after one use and never hold more than one tortoise. If any tortoise active nests are encountered, the Service must be contacted immediately, prior to removal of any tortoises or eggs from those burrows, to determine the most appropriate course of action.

Desert tortoises located in the project area sheltering in a burrow during the less-active season may be temporarily penned in accordance with Term and Condition 1.k. at the discretion of an authorized desert tortoise biologist. Desert tortoises should not be penned in areas of moderate to heavy public use, rather they should be moved from harm's way in accordance with the most current Service-approved guidance (currently Service 2009).

Desert tortoises shall be handled in accordance with the Desert Tortoise Field Manual (Service 2009). Equipment or materials that contact desert tortoises (including shirts and pants) shall be sterilized, disposed of, or changed before contacting another tortoise to prevent the spread of disease. All tortoises shall be handled using disposable surgical gloves and the gloves shall be disposed of after handling each tortoise. An authorized desert tortoise biologist shall document each tortoise handling by completing the Desert Tortoise Handling and Take Report (Appendix E).

- 1.k. *Penning*—Not applicable for the proposed action.
- 1.l. *Temporary tortoise-proof fencing*—Not required for this project.
- 1.m. *Permanent tortoise-proof fencing*—Not required for this project.
- 1.n. ***Wildlife escape ramps*— See measure 8.d. for trenches.**
- 1.o. *Dust control*—Water applied to for dust control shall not be allowed to pool outside desert-tortoise fenced areas, as this can attract desert tortoises. Similarly, leaks on water trucks and water tanks will be repaired to prevent pooling water. An authorized desert tortoise biologist will be assigned to patrol each area being watered immediately after the water is applied and at approximate 60-minute intervals until the ground is no longer wet enough to attract tortoises if conditions favor tortoise activity.
- 1.p. *Blasting*— Not applicable for the proposed action.
- 1.q. *Power transmission projects*—Transmission line support structures and other facility structures shall be designed to discourage their use by raptors for perching or nesting (*e.g.*, by use of anti-perching devices) in accordance with the most current Avian Power Line Interaction Committee guidelines (see terms and conditions 2.b and 2.c.).
- 1.r. *Timing of construction*—The BLM shall ensure that when possible, the project proponent schedules and conducts construction, operation, and maintenance activities within desert tortoise habitat during the less-active season (generally October 31 to March 1) and during periods of reduced desert tortoise activity (typically when ambient temperatures are less than 60 or greater than 95 °F).

All vehicles and equipment that are not in areas enclosed by desert tortoise exclusion fencing will stop activities in desert tortoise habitat during rainfall events in the more-active season (generally March 1 to October 31), and if temperatures are above 60 but below 95 °F for more

than 7 consecutive days. The Field Contact Representative (FCR) or designee will determine, in coordination with the BLM and Service, when it is appropriate for project activities to continue.

RPM 2: Predator Control— Applies to all actions. *BLM, and other jurisdictional Federal agencies as appropriate, shall ensure their agency personnel, the project proponent, and their contractors implement the following measures to minimize injury to desert tortoises as a result of predators drawn to the project area from construction, operation, and minor maintenance activities:*

Terms and Conditions:

- 2.a. **Litter control, applies to all projects**—A litter control program shall be implemented to reduce the attractiveness of the area to opportunistic predators such as desert kit foxes, coyotes, and common ravens. Trash and food items will be disposed of properly in predator-proof containers with predator-proof lids. Trash containers will be emptied and construction waste will be removed daily from the project area and disposed of in an approved landfill. Vehicles hauling trash to the landfill or transfer facility must be secured to prevent litter from blowing out along the road.
- 2.b. **Deterrence**—The project proponent will implement measures to discourage the presence of predators on site (coyotes, ravens, etc.), including elimination of available water sources, designing structures to discourage potential nest sites, and use of hazing to discourage raven presence.
- 2.c. **Monitoring and predator control**—Projects that may create nest sites for ravens: The project proponent will monitor for the increased presence of ravens and other potential human-subsidized predators in the vicinity of the project area. A qualified biologist (not necessarily an authorized desert tortoise biologist) shall conduct monthly nest surveys of potential nest sites (e.g., power transmission towers/poles) during the raven breeding season (generally February 1 to April 30) and document the presence of all nests and the species using them. During these monthly surveys, an authorized biologist will also document any sign of predation of desert tortoises below the nest and in the vicinity of the transmission line. If sign of predation is found under a nest, control measures will be implemented in coordination with the Service. The frequency of these nest surveys may be modified as agreed upon by BLM and the Service.
- 2.d. **Evaporation ponds and open water sources**—Not applicable for the proposed action.

RPM 3: Impacts to Desert Tortoise Habitat—Applies towards all actions that involve habitat impacts. *BLM, and other jurisdictional Federal agencies as appropriate, shall ensure their agency personnel, the project proponent, and their contractors implement the following measures to minimize loss and long-term degradation and fragmentation of desert tortoise habitat, such as soil compaction, erosion, crushed vegetation, and introduction of weeds or contaminants from construction, operation, and minor maintenance activities:*

Terms and Conditions:

- 3.a. **Habitat protection plans**—as required by resource specialist, BLM shall ensure that the applicants develop and implement an approved fire prevention and response plan, erosion control plan, and a weed management plan approved by BLM prior to surface disturbance.
- 3.b. **Restoration plan**— as required by resource specialist, BLM shall ensure that the applicant develop and implement a restoration/reclamation plan. The plan will describe objectives and methods to be used, species of native plants and/or seed mixture to be used, time of planting, success standards, actions to take if restoration efforts fail to achieve the success standards, and follow-up monitoring. The plan will be prepared and approved prior to the surface disturbance phase of the project. Reclamation will be addressed on a case-by-case basis.
- 3.c. **Minimizing new disturbance**—Cross-country travel outside designated areas shall be prohibited. All equipment, vehicles, and construction materials shall be restricted to the designated areas and new disturbance will be restricted to the minimum necessary to complete the task (e.g., such as construction of one-lane access roads with passing turnouts every mile rather than a wider two-lane road).
All work area boundaries shall be conspicuously staked, flagged, or otherwise marked to

minimize surface disturbance activities.

3.d. **Weed prevention**—Vehicles and equipment shall be cleaned with a high pressure washer prior to arrival in desert tortoise habitat and prior to departure from areas of known invasive weed and nonnative grass infestations to prevent or at least minimize the introduction or spread these species.

3.e. **Chemical spills**—Hazardous and toxic materials such as fuels, solvents, lubricants, and acids used during construction will be controlled to prevent accidental spills. Any leak or accidental release of hazardous and toxic materials will be stopped immediately and cleaned up at the time of occurrence. Contaminated soils will be removed and disposed at an approved landfill site.

3.f. **Residual impacts from disturbance**— Remuneration fees are not required for this project as the R & PP lease is within an area where tortoise fees have already been paid on the entire 80 acres.

RMP 7:

Compliance and Reporting—Applies towards all actions. *BLM, and other jurisdictional Federal agencies as appropriate, shall ensure their agency personnel, the project proponent, and their contractors implement the following measures to comply with the reasonable and prudent measures, terms and conditions, reporting requirements, and reinitiation requirements contained in this biological opinion:*

Terms and Conditions:

7.a. **Desert tortoise deaths**—The deaths and injuries of desert tortoises shall be investigated as thoroughly as possible to determine the cause. The Service (702/515-5230), BLM wildlife staff (702/515-5000) and appropriate state wildlife agency must be verbally informed immediately and within 5 business days in writing (electronic mail is sufficient). The Authorized Desert Tortoise Biologist shall complete the Desert Tortoise Handling and Take Report (Appendix E).

7.b. **Non-compliance**—Any incident occurring during project activities that was considered by the FCR, authorized desert tortoise biologist, or biological monitor to be in non-compliance with this biological opinion shall be immediately documented by an authorized desert tortoise biologist. Documentation shall include photos, GPS coordinates, and details on the circumstances of the event. The incident will be included in the annual report and post-project report.

7.c. **Fence inspection**—Fencing is not required for this project.

7.d. **Project reporting requirements**— Project proponents will provide BLM with compliance reports. Quarter (non-appended actions), annual, and comprehensive final project reports will be submitted to BLM and the Service's Nevada Fish and Wildlife Office in Las Vegas. Annual reports are required for all appended actions (except those completed and provided in a prior annual report). Annual reports will cover the calendar year and are due April 1st of the following year (e.g., the annual report for calendar year 2013 is due April 1, 2014). Quarterly reports for non-appended actions are due 15 calendar days following the quarter. Final project reports are due within 60 days following completion of the project or each phase of the project.

The Programmatic Biological Opinion Report to the Fish and Wildlife Service (Appendix G) will be used for quarterly, annual, and final project reports, and shall include all Desert Tortoise Handling and Take Reports (Appendix E). If available, GIS shape files will be included.

7.e. **Operation and maintenance**—A written assessment report shall be submitted annually to the Service outlining the operation and maintenance activities that occurred over the past year. Report to include: It will include frequency of implementation of minimization measures, biological observations, general success of each of the minimization measures. All deaths, injuries, and illnesses of endangered or threatened species within the project area, whether associated with project activities or not, will be summarized in the annual report. The report is due April 1 of each year.

7.f. **Restoration monitoring**—

RMP 8:

Minimization Measures

8.a. **The project applicant shall notify BLM wildlife staff at 702-515-5000 at least 10 days before initiation of the project.** Notification shall occur before any activities begin that will damage or remove vegetation, such as off-road vehicle travel for surveys, soil testing, and clearing

vegetation off the project site. The purpose of the notification is to ensure that the proper education program is given and to review expectations for compliance with the terms and conditions of the biological opinion.

- 8.b. Overnight parking and storage of equipment and materials, including stockpiling, shall be in previously disturbed areas or areas cleared by a tortoise biologist. If not possible, areas for overnight parking and storage of equipment shall be designated by the tortoise biologist in coordination with BLM and project proponent, which will minimize habitat disturbance.
- 8.c. Within desert tortoise habitat, any construction pipe, culvert, or similar structure with a diameter greater than 3 inches stored less than 8 inches above the ground will be inspected for tortoises before the material is moved, buried, or capped.
- 8.d. Trenches: All trenches and holes will be covered, fenced or backfilled to ensure desert tortoises do not become trapped unless alternate measures are in place as agreed by BLM and the Service. If trenches or holes are to remain open during construction, they will be checked for tortoises at least four times a day, at the start of day, at mid-morning, early afternoon, and at the end of the work day. The trenches or holes will also be checked immediately before backfilling regardless of the season. Tortoises found in the trench will be reported and moved out of harm's way in accordance with handling protocols (Service 2009).
- 8.e. Ravens and other avian tortoise predators: All towers and poles will be fitted with "bird-be-gone" or other perch deterrent devices to minimize the potential for increased predation from aerial predators following construction.
- 8.f. **Vehicles:** All project/event-related individuals shall check underneath stationary vehicles before moving them. Tortoises often take cover under vehicles. All vehicle use will be restricted to existing roads. New access roads will be created only when absolutely necessary and only when approved by BLM. Workers shall not drive or park vehicles where catalytic converters can ignite dry vegetation and to exhibit care when smoking in natural areas. Fire protective mats or shields shall be used during grinding or welding.

APPENDIX E. DESERT TORTOISE HANDLING AND TAKE REPORT

If a desert tortoise is killed or injured, immediately contact the U.S. Fish and Wildlife Service and BLM, by phone at the numbers below and complete Section 1 of the form.

Completed forms should be submitted to the BLM and Fish and Wildlife Service:

Bureau of Land Management
4701 North Torrey Pines Drive
Las Vegas, Nevada 89130
702-515-5000

U.S. Fish and Wildlife Service
4701 North Torrey Pines Drive
Las Vegas, Nevada 89130
702-515-5230

Project Name: Renewal of R&PP lease for Multi-school (K-12) and Auxillary Bus Yard NEPA No.: DOI-BLM-NV-S030-2014-0007-CX Case File No./SRP No.: N-62896-01 BLM Section 7 log no.: NV-052-15-094	Report Date:
Fish and Wildlife Service Append File No.- n/a	
Authorized Desert Tortoise Biologist: _____ Employed by: _____	
Section 1: Complete all information below if a desert tortoise is injured or killed in addition to initial contact described above.	
If tortoise was injured <input type="checkbox"/> or killed <input type="checkbox"/> (check appropriate box):	
Date and time found: _____ Found by: _____ GPS location (NAD 83): easting: _____ northing: _____ No. of photos taken: _____ Disposition: _____ _____ _____	
Attach report with photos that describe in detail, the circumstances and potential cause of injury or mortality. For injuries include name of veterinarian and detailed assessment of injuries.	

Section 2: Complete all information below for each desert tortoise handled.

All instances of desert tortoise handling must be reported in this section and be included in the quarterly, annual, and final project reports.

Desert tortoise number: _____

Date and time found: _____ Sex of tortoise: _____

Air temperature when found: _____ Air temperature when released: _____

Tortoise activity when found: _____

Handled by: _____ Approx. carapace length _____

GPS location (NAD 83) found: easting: _____ northing: _____

GPS location released: easting: _____ northing: _____

Approximate distance moved: _____

Did tortoise void bladder; if so state approximate volume and actions taken:

Post handling or movement monitoring and observations:

Section 3: Complete for each tortoise burrow penned.

All instances of desert tortoise penning must be reported in this section and be included in the quarterly, annual, and final project reports.

Date and time of pen construction:

Began: _____ Completed: _____

Date and time pen removed: _____

Pen constructed by: _____

Why was tortoise penned? _____

How frequently was pen monitored? _____

Observations of desert tortoise behavior including time and date of observation:

Include photos of pen and burrow with report.

APPENDIX G. PROGRAMMATIC BIOLOGICAL OPINION (FILE NO. 84320-2010-F-0365.R003) REPORT TO THE FISH AND WILDLIFE SERVICE

The information below should be completed by BLM or the Authorized Desert Tortoise Biologist for the project/action. Reports for all appended actions are required annually (due March 1 of each year for prior calendar year activities) and upon completion of the project/action.

Project Name: Renewal of R&PP lease for Multi-school (K-12) and Auxilary Bus Yard
 NEPA no.: DOI-BLM-NV-S030-2014-0007-CX

Case File no./SRP no.: N-62896-01
 BLM Section 7 log no.: NV-052-15-094

- Annual Report Project Completion Report

1. Date: _____

2. Fish and Wildlife Service File No (for appended actions): _____ n/a

3. Species and critical habitat affected:

- Desert tortoise Desert tortoise critical habitat

Other (identify): _____

4. Project/action status:

- Not begun In progress* Completed date _____

If in progress, state approximate percent complete: _____

5. Desert tortoise habitat disturbed:

Non-critical habitat		Critical habitat	
Proposed disturbance (ac)	Actual disturbance (ac)	Proposed disturbance (ac)	Actual disturbance (ac)
65		0	

6. Habitat of other species disturbed (identify species, non-critical, and critical habitat affected below):

7. Summary of individual desert tortoises taken (appended action):

	Desert Tortoise:		
	Adults	Juveniles	Eggs
Exempted			
Actual			

Describe other individuals taken:

8. Name of authorized desert tortoise biologists and monitors on the project and the dates they were on the project.

9. Describe all non-compliance issues and events.

10. Desert tortoise burrow observed during activity/event:

<p>Total number desert tortoises observed: _____</p> <p>Total number desert tortoises burrows observed: _____</p> <p>Attach a summary report detailing each desert tortoise and/or desert tortoise burrows observed during activity/event including tortoise activity when found, how the animal was avoided, what happened to the tortoise, the date and time encountered and GPS location (NAD 83 easting: _____ northing: _____)</p>

11. Contact Information

Name _____ Company _____
 Address _____
 Phone _____

Signature _____ Date _____

Send completed form to:
 Bureau of Land Management

Attn: Wildlife Staff
4701 North Torrey Pines Drive
Las Vegas, Nevada 89130
702-515-5000
U.S. Fish and Wildlife Service
4701 North Torrey Pines Drive

N-62896 Nye County School District Renewal of R&PP Lease

Introduction

NEPA NUMBER: DOI-BLM-NV-5030-2014-0007-CX

Recognizing the strong public need for a nationwide system of parks, schools, and other public purposes, the Congress, in 1954, enacted the Recreation and Public Purposes Act (68 Statute 173; 43 United States Code 869 et. seq.) as a complete revision of the Recreation Act of 1926. The act authorizes the sale or lease of public lands for recreational or public purposes to State and local governments and to qualified nonprofit organizations. This is renewal of a Recreation and Public Purpose (R&PP) lease to the Nye County School District for a multi-school (K-9) and auxiliary bus yard site.

Proposed Action

R&PP Lease Renewal for N-62896-01 for an 80 acre multi-school (K-12) and auxiliary bus yard site. the lease was issued to Nye County School District on June 26, 2001, for 10 years. It expired June 25, 2011. Nye County School District has constructed the elementary school on 15 acres—the remainder 65 acres of land is still undisturbed. The original plan of development has not changed. All tortoise fees for entire 80 acres have been paid for this project on May 24, 2001. The site is located in the Mount Diablo Meridian, Nevada, T. 21 S., R. 54 E., section 21, N½NE. The site is located along Kellog Road between Sandy Lane and Hafen Ranch road.

Decision

The decision is whether or not to act on the Proposed Action. The decision is to act on the Proposed Action with management considerations.

Management Considerations

Management considerations are the stipulations that will be incorporated as terms and conditions of the lease.

Compliance with NEPA:

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 11.9, E. (9): “Renewals and assignments of leases, permits, or rights-of-way where no additional rights are conveyed beyond those granted by the original authorizations.”

This is renewal of R&PP Lease N-82869-01.

This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances described in 516 DM 2 potentially having effects that may significantly affect the environment.

Comments providing substantive new information relevant to the analysis and mitigation measures have been incorporated into the Exhibit A stipulations which are attached to this document.

I have reviewed the plan conformance statement and have determined that the proposed action is in conformance with the approved land use plan and that no further environmental analysis is required.

Public Involvement

There was no public scoping on this renewal. There was BLM interdisciplinary team scoping on the renewal.

Rationale

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 11.9, E. (9): "Renewals and assignments of leases, permits, or rights-of-way where no additional rights are conveyed beyond those granted by the original authorizations."

This is renewal of R&PP Lease N-82869-01.

This categorical exclusion is appropriate in this situation because there are no extraordinary circumstances described in 516 DM 2 potentially having effects that may significantly affect the environment.

Comments providing substantive new information relevant to the analysis and mitigation measures have been incorporated into the Exhibit A stipulations which are attached to this document.

I have reviewed the plan conformance statement and have determined that the proposed action is in conformance with the approved land use plan and that no further environmental analysis is required.

Appeal or Protest Opportunities:

The decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 C.F.R., part 4, and the enclosed form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days form receipt of this decision. The appellant has the burden of showing the decision appealed from is in error. If you wish to file a petition pursuant to regulation 43 C.F.R 2801.10 or 43 C.F.R 2881.10, for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the IBLA, 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 the appropriate Office of the Solicitor (see 43 C.F.R. 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 in demonstrating that a stay should be granted.

STANDARD FOR OBTAINING A STAY

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

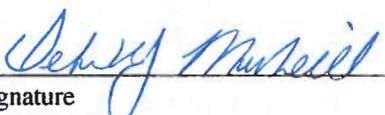
1. The relative harm to the parties if the stay is granted or denied;
2. The likelihood of the appellant's success on the merits;
3. The likelihood of immediate and irreparable harm if the stay is not granted;
4. Wether the public interest favors granting the stay.

Approval from Authorized Official:

Field Office Manager Recommendation

Having considered a full range of alternatives, associated impacts, and public and agency input, I recommend the adoption and implementation of the Proposed Action.

Recommended:



Signature
Deborah J. MacNeill
Field Office Manager
Pahrump Field Office


Date