

IDAHO DEPARTMENT OF PARKS & RECREATION

"To improve the quality of life in Idaho through outdoor recreation and resource stewardship"

Special Meeting

Idaho Department of Parks and Recreation Board

5657 Warm Springs Ave

Boise, ID 83716

March 13, 2023

10:30 A.M. MT

Zoom Meeting Link:

<https://us02web.zoom.us/j/82499136101?pwd=TnFjSFNlMUZlcmhFOUhGcDNuQU45dz09>

Meeting ID: 824 9913 6101

Passcode: 807270

AGENDA

Monday, March 13, 2023

- **10:30 A.M. (MT)** Call to Order - Chairman Beckley
 - Roll Call
 - Additions or Deletions to the Printed Agenda
- Welcome and Introduction of new Board members - **Information Only** - Director Buxton & Chairman Beckley
- Overview of the Agency - **Information Only** - Director Buxton and Executive Staff
- Effective Boards, Meetings, and Relevant Laws - **Information Only** - Director Buxton
- Elect Vice-Chair - **Action Item** - Chairman Beckley
- Dworshak State Park Lease No. DACW68-1-23-02 - **Action Item** - Director Buxton & Joy Vega
- Headquarters Tour
- ADJOURN

This agenda is subject to change in accordance with the provisions of the Idaho Open Meeting Law. Items may be addressed in a different order than appears on this agenda. Individual items may be moved from one place on the agenda to another by the Board. Time frames designated on this agenda are approximate only. The Board will continue its business in the event that an agenda item is resolved in less than the allotted time.

Park and Recreation Board

Presentation about the Idaho Department of Park and Recreation

SUSAN E. BUXTON, DIRECTOR

MARCH 13, 2023

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Speaker Bio

Susan E. Buxton is the Director of the Idaho Department of Parks and Recreation (IDPR). She was appointed to the position by the IDPR Board in 2021. Prior to joining IDPR, Susan served as The Administrator for the Idaho Division of Human Resources for 5 years. Susan was President, Shareholder and founding member of the law firm of Moore Smith Buxton & Turcke. She has 27 years of legal experience emphasizing the areas of local government, municipal finance, employment, natural resources, outdoor recreation, environment, water, administrative law, and litigation and has served as a clerk in the United States District Court, District of Oregon and also in the Idaho Court of Appeals. Susan is a certified advanced mediator having been registered with both the Idaho Supreme Court and the U.S. District Court of Idaho. She received her law degree from the University of Idaho and her Bachelors of Arts degree from Whitman College.

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Establishment of the Board

- Title 67, Chapter 42, Section 4221, 4222, and 4223
- To consist of 6 members representative of the public, representing 6 districts across the state;
- Board Members are appointed by the Governor, confirmed by the Senate and serve a term of six (6) years; must be qualified sectors of Idaho, and not more than three (3) members of the Board can be from any one political party;
- Members can be removed for inefficiency, neglect of duty, misconduct of office, or if no longer a resident of the district they are appointed to represent.

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Responsibilities of the Board

- Regulate and enforce Title 67, Chapters 42 (State Parks), 70 (Safe Boating Act), and 71 (Recreational Activities);
- 67-4219, 4223
 - Formulate long range, comprehensive program for the acquisition, leasing, planning, protection, operation, maintenance, wise use of areas of scenic beauty, recreational utility, historic, archeological or scientific interest
 - Encourage the health, happiness, recreational opportunities and wholesome enjoyment of life for the citizens
- Power to sue and be sued
 - Expend funds, enter into agreements and leases
 - Appoint advisory committees
 - Establish fees within the delegation of authority by the Idaho Legislature
 - Administer grants
 - Establish trail systems

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Appointment of the Director

- The board appoints the director to perform duties as set forth by Idaho Code and as delegated by the board. (§67-4222 Idaho Code)
- The director is the chief executive officer, hires and manages staff as set forth by the State merit system..

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About Parks & Recreation

IDPR's core values include integrity, compassion, service, stewardship and commitment. We protect the resources that are entrusted to us, we strive to help visitors experience those resources in a positive way and we endeavor to be vital members of the communities in which we operate.

Our Mission

The mission of the Idaho Department of Parks and Recreation is to improve the quality of life in Idaho through outdoor recreation and resource stewardship.

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About Parks & Recreation

Our Vision

We are innovators in outdoor recreation, committed to excellent service and resource stewardship. We foster experiences that renew the human spirit and promote community vitality.

A Word from the Governor

“Idaho’s state parks offer natural beauty, recreation, relaxation, and fun to Idahoans and visitors of our great state. Whether you call Idaho home or you are here just visiting, I welcome you to enjoy these beautiful places that help center our lives on what is most important – time with loved ones. Have fun and return to Idaho’s state parks often!”

-Governor Brad Little

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About Parks & Recreation

Strategic Plan

The IDPR strategic plan sets the organization’s direction and guides its allocation of resources. The plan provides direction for the Department and sets measurable goals regarding performance over a four-year period. The plan must also identify those key factors external to the Department and beyond its control that could significantly affect the achievement of the strategic plan goals and objectives.

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Traits of an Engaged Board Member

- Committed – attend all meetings and are fully present
- Speak their mind – bring up topics even if they are controversial
- Build relationships – get to know the individuals on the management team
- Provide resources – pull from years of experience and adapt those experiences to situations at the agency
- Strategically engaged – understand the fundamentals of the agency but remain in the background
- All Board members are treated equally

Source: What Makes An Awesome Board Member

<http://www.feld.com/archives/2012/02/what-makes-an-awesome-board-member.html>

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Red Flags for Board Member Performance

1. Not attending meetings regularly
2. Not reading the information in the Board meeting package
3. Not participating in the meeting discussions
4. Not being available between meetings
5. Failure to show respect for other Board members or management
6. Not listening to or understanding the director's needs
7. Too much involvement in operating detail
8. Being overbearing or showing disruptive behavior during Board meetings

Source: "Game-Changing Advisory Boards" by Hawfield and Zaepfel

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How a Director Increases the Board's Effectiveness

1. Provide material ahead of time
2. Ensure Board meetings are efficient, meaningful, and informative
3. Focus on strategy
4. Involve your Board members
5. Keep the entire Board informed between meetings
6. Attract/keep the best
7. Challenge Board members

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Red Flags for Director's Performance

1. Weak strategic thinking and planning
2. Poor results against planned objectives
3. Lack of preparation of relevant information for discussion
4. Frequent rescheduling of meeting dates
5. Not following through on actions agreed to in Board meetings
6. Lack of participation and involvement in meetings
7. Unwillingness to fully discuss critical issues
8. Providing only one solution and no evaluation of alternatives

Source: "Game-Changing Advisory Boards" by Hawfield and Zaepfel

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Effective Director Evaluations

1. Establish annual goals and benchmarks
2. Frequently check in on the progress made to meet goals and benchmarks
3. Actively communicate with the Director and stakeholders regarding goals and benchmarks

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BREAK

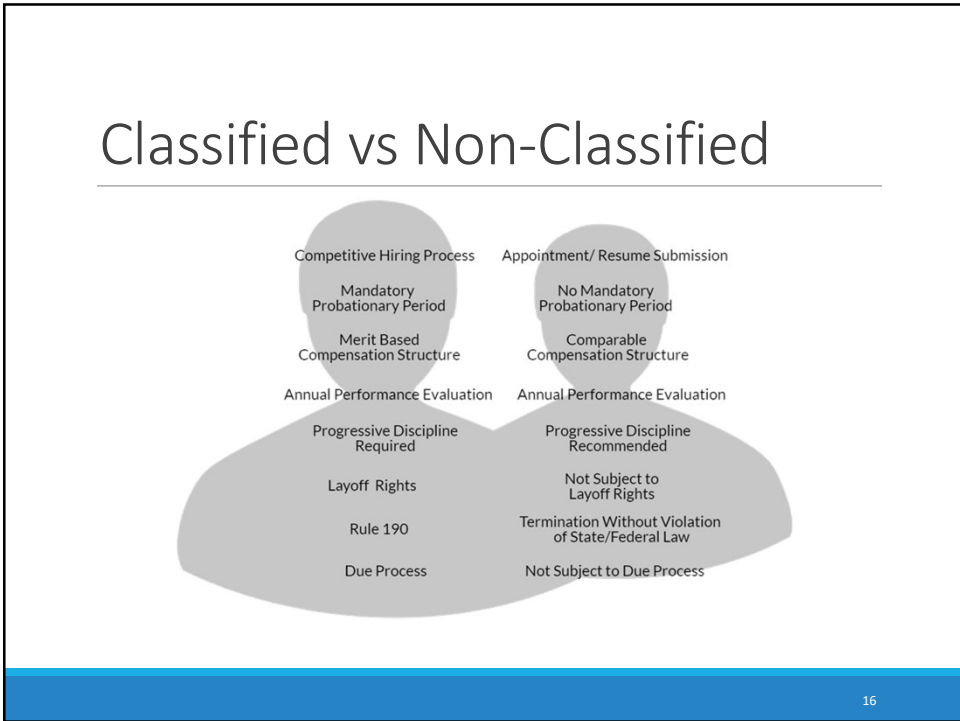
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State of Idaho Personnel System

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Performance Evaluations

Required at the end of probation and every 2,080 hours (annually).

Necessary Documentation for:

- CEC
- Promotions
- Transfers
- Demotions
- Annual Cyber Security Training
- Retentions
- Separations
- Reassignments
- Performance Management



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Progressive Discipline



**Established Management Practices
Fairness and Communication**

Communication	Tool
Regular interaction between supervisor and employees <ul style="list-style-type: none"> • Staff meetings • Office meetings • Coffee/water cooler talk 	Meeting Agendas/Supervisor Notes
Coaching Talk	Supervisor Notes
Verbal Counseling	Supervisor Notes
Written warning	Supervisor Notes
Letter of reprimand	Personnel File
Performance evaluation	Personnel File
Performance Improvement Plan (PIP)	Personnel File
Problem Solving Process (Rule 200) <ul style="list-style-type: none"> • Informal/formal 	Personnel File/Management File

**Discipline Process
DHR Rule 190**

Communication	Tool
Notice for dismissal, suspension, demotion, reduction of pay <ul style="list-style-type: none"> • Reason listed in Rule 190 	(NOCA- Notice of Contemplated Action) <ul style="list-style-type: none"> • Evidence from supervisor, personnel file & business records of the agency
Opportunity for the employee to give input/defend their due process rights	
Decision on NOCA by appointing authority	LODA- Letter of Disciplinary Action <ul style="list-style-type: none"> • Restates evidence in support of the decision
Notice of Right to Appeal	

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Strategies to Avoid Harassment & Retaliation Claims

1. Leadership and accountability
2. Civility and bystander intervention training
3. No tolerance policy – practical top down through the organization and repeated on a frequent/regular basis
4. Simple and clean descriptions of prohibited conduct
5. Fair and prompt reporting system to provide several options for employees to report harassment, discrimination and whistleblowing
 - i.e. supervisor, department head, HR director, Commission, DHR, DAG
6. Thorough and impartial investigation
7. Assurance of immediate and proportionate corrective action
8. No tolerance policy for retaliation
9. Immediate and Proportionate Corrective Action
 - Whether claim was reported directly to you, or if you witness it

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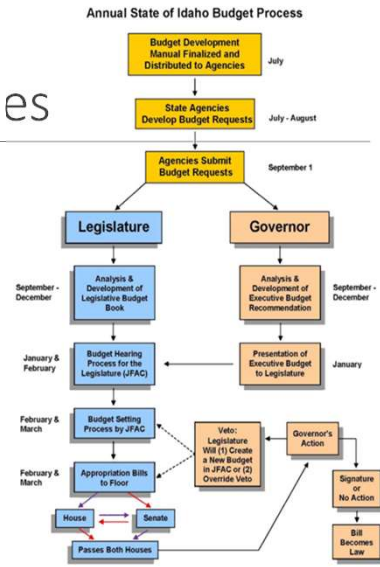
State Budget Process

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Agency Responsibilities

- Submit complete and accurate information by deadlines.
- Ensure all required forms are completed and in compliance.
- Ensure requests for new programs or program enhancements are in compliance and support the mission of the agency.



Policies

- **Travel**
 - Establishes guidelines and limits that promote cost-effective and efficient methods for incurring travel expenses.
- **P-Card**
 - Streamlines and simplifies the requisitioning, purchasing, and payment process.



Strategic Planning and Performance Reports

Purpose of Reports

- Assure that services provided by state governmental entities meet the needs of the people.
- Maintain focus on quality of services and benefits.
- Improve management practices and confidence of our citizens in the capability of their government.
- Improve program effectiveness and accountability.
- Improve service delivery.
- Improve oversight review and decision making.

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Public Communication

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The diagram features a central smartphone icon with social media logos (Facebook, Twitter, LinkedIn, Instagram, YouTube) and the text "Consider this before you post:". Surrounding the phone are six speech bubbles with the following text:

- Posts may negatively influence public perception about agency and administration.
- Once information becomes public, you are no longer in control of how it is used.
- The public's perception matters, not your intention.
- Social media posts can be used as evidence.
- Posts made through a personal account can still impact the workplace.
- Conducting business online can violate open meeting laws.

Social Media Best Practices

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Public Communication

- Public Records Request
- Media Requests



The icon is a yellow diamond containing a computer monitor, a camera on a tripod, a microphone, and a document with a grid pattern.

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Other State Laws

- Public Records Act, Title 74, chapter 1
- Open Meetings Act, Title 74, chapter 2
- Ethics in Government Title 74, chapter 4
- Prohibitions Against Contracts with Officers, Title 74, chapter 5

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Thank You

For additional information or if you have questions:

Susan E. Buxton, Director

208-514-2253

EMAIL

Website: idpr.idaho.gov

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IDAPA RULE IDAPA FEE BOARD ACTION REQUIRED
 BOARD POLICY INFO ONLY, NO ACTION REQUIRED

AGENDA ITEM
Idaho Park and Recreation Quarterly Meeting
March 13, 2023
IDPR Headquarters
5657 Warm Springs Ave
Boise, ID 83716

AGENDA ITEM: Dworshak State Park Lease No. DACW68-1-23-02 with United States Army Corps of Engineers

ACTION REQUIRED: Approve the lease and authorize the Director to sign

PRESENTER: Director Buxton & Joy Vega, Deputy Attorney General

PRESENTATION

BACKGROUND INFORMATION:

- A lease of US Army Corp of Engineers land to IDPR for purposes of a public park and recreation, and for fish and wildlife protection, and for forest management purposes.
- A duration of 25 years, beginning the date of USACE signature.
- Consideration from IDPR – the operation and maintenance of areas (including recreational improvements and buildings, infrastructure, O&M facilities, etc.) designated as Dworshak State Park.
- IDPR has compiled a Development Plan (Exhibit B of the Lease), reviewed and approved by USACE for possible maintenance and improvement projects with the Park during the 25-year term.
 - For projects that have a description added in the Natural Resource Management/Protection column, IDPR can use proceeds from timber harvests it facilitates in the Park
 - Some projects in the Description column will require review and permitting by USACE because of significant ground-disturbing activities
- All user fees and money collected by IDPR is put back into the Park. There are very limited and unlikely circumstances that would result in IDPR remitting user fees to USACE.
- IDPR has no obligation to commit or send funds for the Park in excess of the monies lawfully appropriated by the Idaho Legislature.
- IDPR will comply (as permitted by Idaho law) with Presidential Executive Orders, including minimum wages, sick pay, non-discrimination, etc.

Significant Differences between this Lease and the prior lease:

- The new lease authorized IDPR to facilitate timber harvest and other forest management activities, and utilize the proceeds for financing Park projects.
- The new lease alters a few agency obligations and financial burdens, namely:
 - IDPR will be responsible for the full financial and maintenance responsibilities for Three Meadow's Road. Previously, IDPR was only responsible for any maintenance and repair costs up to \$5,000.
 - USACE will be responsible for the financial, operational and maintenance responsibilities for the underwater structural integrity of the docks and fuel barge at

Big Eddy Marina. USACE is responsible for adjusting these marina components twice a day, based on occurring or anticipated fluctuation of the reservoir level. USACE will also make sure the gangway is correctly positioned and aligned with the docks in order to be safely used by the public.

- IDPR will have financial, operational and maintenance responsibilities for above-water marina components (i.e. the docks and walkways/gangway). IDPR staff will respond to any necessary alignment adjustments in between the USACE's twice-daily marina adjustments.

STAFF RECOMMENDATION AND PROPOSED MOTION:

The staff recommends approval of the Dworshak State Park lease renewal with USACE.

A proposed motion is: to move the IDPR Board approve the Dworshak State Park lease No. DACW68-1-23-02 and authorize the Director to sign.

DEPARTMENT OF THE ARMY
LEASE TO STATES
FOR PUBLIC PARK AND RECREATIONAL PURPOSES
AND FISH AND WILDLIFE, AND FOREST MANAGEMENT PURPOSES
DWORSHAK DAM AND RESERVOIR
CLEARWATER COUNTY, IDAHO

TRACTS: D, G, N, 202, 215, 303, 304, 305, 306, 318, 319, 320, 321, 325, 327-1,
328, 342, 354

THIS LEASE is made on behalf of the United States and the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and **IDAHO DEPARTMENT OF PARKS AND RECREATION**, hereinafter referred to as the Lessee.

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration hereinafter set forth, hereby leases to the Lessee, the property identified in **EXHIBIT A**, attached hereto and made a part hereof, hereinafter referred to as the premises, for public park and recreational purposes and for fish and wildlife, and forest management purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

This lease is granted for a term of twenty-five (25) years, beginning on the date of execution by the government.

2. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee to **IDAHO DEPARTMENT OF PARKS AND RECREATION, 5657 Warm Springs Avenue, PO Box 83720, Boise, Idaho, 83720-0065**; and if to the United States, to the **Real Estate Contracting Officer, Attention: Chief, Real Estate, Real Estate Division, 201 North 3rd Avenue, Walla Walla, WA 99362-1876**, or as may from time-to-time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "Real Estate Contracting Officer", "said officer" or "Lessor" shall include their duly authorized representatives. Any reference to "Lessee" shall include sub-lessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT PLANS

a. The Lessee shall be guided by an implementing Plan of Recreation Development and Management (Development Plan) attached as **EXHIBIT B** which shows the facilities and services necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sub-lessees. The Lessee shall provide a copy of any amendment to the Development Plan before proceeding to implement any changes in the development or management of the leased premises. The use and occupation of the premises shall be subject to the general supervision and approval of the Real Estate Contracting Officer.

b. During the term of the lease, the Real Estate Contracting Officer will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in the Condition on **RESTORATION**.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances, and regulations of the state, county, and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitation Act and the Americans with Disabilities Act, as required in the Condition on **NON-DISCRIMINATION**, noting any deficiencies and providing a schedule for correction.

8. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto, except as expressly provided in this lease.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by the Real Estate Contracting Officer and the Lessee to reflect the condition of said property and said improvements. A copy of said report is attached hereto as **EXHIBIT C** and made a part hereof. Upon the expiration, revocation, or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the Condition on **PROTECTION OF PROPERTY**.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan; referred to in the Condition on **DEVELOPMENT PLANS**, either directly or through subleases or concession agreements that have been reviewed and accepted by the Real Estate Contracting Officer. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the

Real Estate Contracting Officer. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sub-lessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sub-lessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the Real Estate Contracting Officer, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege, or license whatsoever in connection with this lease.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sub-lessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

12. ACCOUNTS, RECORDS AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the Real Estate Contracting Officer. The Lessee shall provide an annual statement of receipts and expenditures to the Real Estate Contracting Officer. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The Real Estate Contracting Officer shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sub-lessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the Real Estate Contracting Officer with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to the satisfaction of the Real Estate Contracting Officer, or, at the election of the Real Estate Contracting Officer, reimbursement may be made therefore by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the Real Estate Contracting Officer.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes; to make inspections; to remove timber or other material, except property of the Lessee; to flood the premises; to manipulate the level of the lake or pool in any manner whatsoever; and/or to make any other use of the land as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the Real Estate Contracting Officer shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sub-lessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the sub-lessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the Real Estate Contracting Officer a copy of the policy or policies

or, if acceptable to the Real Estate Contracting Officer, certificates of insurance evidencing the purchase of such insurance.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the Real Estate Contracting Officer be given thirty (30) days' notice of any cancellation or change in such insurance.

c. The Real Estate Contracting Officer may require closure of any or all of the premises during any period for which the sub-lessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the Real Estate Contracting Officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the Real Estate Contracting Officer may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the Real Estate Contracting Officer, said property shall either become the property of the United States without compensation therefore, or the Real Estate Contracting Officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation or termination of this lease in restoring the premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the Premises, because of race, color, religion, sex, sexual orientation, gender identity, age, handicap, or national origin pursuant to Executive Order 13672, 21 July 2014. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board. The Lessee will comply with Department of Justice rules on non-discrimination.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended

**LEASE NO. DACW68-1-23-02
REPLACES NO. DACW68-1-96-18**

(29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195) issued as Department of Defense Directive 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sub-lessees and assigns.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the Real Estate Contracting Officer, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the Real Estate Contracting Officer.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM), which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in such mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local laws.

21. COMPLIANCE, CLOSURE, REVOCATION AND RELINQUISHMENT

a. The Lessee and/or any sub-lessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the Real Estate Contracting Officer. This lease may be revoked in the event the Lessee violates any of the terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall take into consideration the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the Real Estate Contracting Officer in the manner prescribed in the Condition on **NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary, and safe condition and shall have the primary responsibility for ensuring that any sub-lessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the Real Estate Contracting Officer, upon discovery of any hazardous conditions on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected, the Real Estate Contracting Officer will have the option to revoke the lease. The Lessee and its assignees or sub-lessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sub-lessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises. Specifically prohibited are the use of gambling devices, such as slot machines, video gambling machines, or other casino type devices that would detract from the family atmosphere. Real Estate Contracting Officer may allow the sale of state lottery tickets, in accordance with state and local laws and regulations, as long as the sale of tickets constitutes a collateral activity, rather than primary activity, of the Lessee. The Lessee shall not install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the Real Estate Contracting Officer.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such

service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

a. The Lessee shall conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in the Condition on **DEVELOPMENT PLANS** herein.

b. The Lessee is authorized to manage forest health via vegetation management, including timber sales as may be necessary to further the beneficial uses of the premises for the development and conservation of fish and wildlife, forests, and other natural resources if approved by the Real Estate Contracting Officer and to collect and utilize the proceeds of any sale of timber in the development, conservation, maintenance, and utilization of the premises to further the development and conservation of fish and wildlife, forests, and other natural resources. The Lessee shall request permission for any such activities, ensuring their request complies with the Dworshak Master Plan/Vegetation Management Plan and shall fund Corps compliance reviews required for approval. Proceeds shall be reported in accordance with **Condition 12. ACCOUNTS, RECORDS AND RECEIPTS** of this lease. Any balance of proceeds not so utilized shall be paid to the United States no later than ten (10) years from the completion of the timber sale, or at the end of this Lease, whichever comes first. The Lessee shall coordinate with the Real Estate Contracting Officer before timber operations commence.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. § 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provision of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to the lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below.

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c. (1) A claim by the Lessee shall be made in writing and submitted to the Real Estate Contracting Officer for a written decision. A claim by the Government against the Lessee shall be subject to written decision by the Real Estate Contracting Officer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

(i) The claim is made in good faith;

(ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and

(iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

(i) A senior company official in charge at the Lessee's location involved;

or

(ii) An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the Real Estate Contracting Officer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the Real Estate Contracting Officer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The Real Estate Contracting Officer decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the Real Estate Contracting Officer or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the Real Estate Contracting Officer received the claim

(properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the Real Estate Contracting Officer receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, appeal or action arising under the lease, and comply with any decision of the Real Estate Contracting Officer.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground, and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency, are hereby made a condition of this lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, include sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the Real Estate Contracting Officer before any pesticides or herbicides are applied to the premises.

28. ENVIRONMENTAL CONDITION OF PROPERTY REPORT

An Environmental Condition of Property Report (ECP), documenting the known history of the property with regard to the storage, release or disposal of hazardous substances hereon, is attached hereto and made a part hereof as **EXHIBIT D**. Upon expiration, revocation or relinquishment of this lease another ECP shall be prepared

which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains, or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify the Real Estate Contracting Officer and protect the site and the material from further disturbance until the Real Estate Contracting Officer gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the Real Estate Contracting Officer, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of, this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the Real Estate Contracting Officer.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized by the Real Estate Contracting Officer.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the

Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if the lease be for the general benefit of such corporation or company.

34. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

35. SITE-SPECIFIC CONDITION ON NATIONAL HISTORIC PRESERVATION ACT

Except as authorized herein, the Lessee shall not engage in any construction, alteration, demolition, or ground disturbing activities on the premises, unless such activities have been reviewed and approved by the Real Estate Contracting Officer in accordance with the requirements of the National Historic Preservation Act of 1966 (54 USC § 3001 et seq.).

36. SITE-SPECIFIC CONDITION ON PESTICIDES AND NOXIOUS WEED CONTROL

Noxious species management on the premises shall be performed in accordance with the US Army Corps of Engineers, Walla Walla District, Pest Management Program Implementation Instructions dated January 31, 2014 as well as any subsequent revisions and additional consultations to the instructions and related documents pertaining to pest treatment activities. Guidance regarding methodology, authorized control measures, forms and reporting is available on request from the address for the United States found in condition NOTICES, or by visiting <http://www.nww.usace.army.mil/Missions/Projects/PestManagement>.

37. EXECUTIVE ORDER 14026: INCREASING THE MINIMUM WAGE FOR FEDERAL CONTRACTORS

Any reference in this section to “prime contractor” or “contractor” shall mean the Lessee and any reference to “contract” shall refer to the Lease.

a. Executive Order 14026. This contract is subject to Executive Order 14026, the Start Printed Page 67234 regulations issued by the Secretary of Labor in 29 CFR part 23 pursuant to the Executive Order, and the following provisions.

b. Minimum Wages

(1) Each worker (as defined in 29 CFR 23.20) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 14026.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 30, 2022 and December 31, 2022, shall be \$15.00 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 14026 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 14026 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 14026 minimum wage beginning on January 1, 2023. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on <https://alpha.sam.gov/content/wage-determinations> (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 23.230), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

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(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker performing work on or in connection with a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the worker the greater commensurate wage.

c. Withholding.

The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 14026.

d. Contract Suspension/Contract termination/Contractor Debarment.

In the event of a failure to pay any worker all or part of the wages due under Executive Order 14026 or 29 CFR part 23, or a failure to comply with any other term or condition of Executive Order 14026 or 29 CFR part 23, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 23.520.

e. Workers who receive fringe benefits. The contractor may not discharge any part of its minimum wage obligation under Executive Order 14026 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

f. Relation to other laws. Nothing herein shall relieve the contractor of any other obligation under Federal, state or local law, or under contract, for the payment of a higher

wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$15.00 (or the minimum wage as established each January thereafter) to any worker.

g. Payroll records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1)(i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and social security number;
- (ii) The worker's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid;
- (iv) The number of daily and weekly hours worked by each worker;
- (v) Any deductions made; and
- (vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 23 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

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h. Flow-down requirement. The contractor (as defined in 29 CFR 23.20) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. Executive Order 14026 does not apply to subcontracts for the manufacturing or furnishing of materials, supplies, articles, or equipment, and this clause is not required to be inserted in such subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of eligibility. (1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Tipped employees.

In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 14026. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 14026. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit; Start Printed Page 67235

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

k. Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 14026 or 29 CFR part 23, or has testified or is about to testify in any such proceeding.

l. Disputes concerning labor standards. Disputes related to the application of Executive Order 14026 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 23. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

m. Notice. The contractor must notify all workers performing work on or in connection with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any website that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

38. EXECUTIVE ORDER 14026: HOLD HARMLESS AND INDEMNIFICATION

If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 14026 was made, contractor, to the extent permitted by law, agrees to indemnify and hold harmless the United States, its officers, agents, and employees, for and from any and all liabilities, losses, claims, expenses, suits, fines, penalties, judgments, demands or actions, costs, fees, and damages directly or indirectly arising out of, caused by, related to, resulting from or in any way predicated upon, in whole or in part, the erroneous Executive Order 14026 determination. This includes contractor releasing any claim or entitlement it would otherwise have to an equitable adjustment to the contract and indemnifying and holding harmless the United States from the claims of subcontractors and contractor employees.

39. EXECUTIVE ORDER 13706

Any reference in this section to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

a. Executive Order 13706.

This contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

b. Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

c. Withholding.

The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this

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clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

d. Contract Suspension/Contract Termination/Contractor Debarment.

In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

e. The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

f. Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

g. Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for

inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

- (i) Name, address, and Social Security number of each employee;
- (ii) The employee's occupation(s) or classification(s);
- (iii) The rate or rates of wages paid (including all pay and benefits provided);

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- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2) (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from hours worked counted toward the accrual

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of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time he or she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(1)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which

such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use his or her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, the Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(iv) of this section to keep records of the employee's number of daily and weekly hours worked.

(4) (i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual

related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

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(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

h. The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

i. Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

j. Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against

any employee for:

(i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

(ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

(iii) Cooperating in any investigation or testifying in any proceeding

under Executive Order 13706 and 29 CFR part 13; or

(iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

k. Waiver.

Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

l. Notice.

The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

m. Disputes concerning labor standards.

Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

40. SITE-SPECIFIC CONDITION ON OPERATION AND MAINTENANCE RESPONSIBILITIES OF BIG EDDY MARINA

The Lessee will be responsible for day-to-day operation and maintenance of the docks and fuel barge. This will include maintenance of walk ramps, decking, boat bumpers, inspection, tightening, and replacement of bolts and other above-water elements of the system.

b. The Lessor will be responsible for maintaining the underwater structural integrity of the docks and fuel barge as well as adjusting the docks and fuel barge morning and evening, as needed, due to the fluctuation of the reservoir level and in a timely manner in response to emergencies. This will include such things as the above and below water elements of the cable and winch system, all of the below-water elements of the docks, flotation, trusses, anchoring system and below the deck surface of the fuel barge.

c. In the event the docks or associated equipment, including without limitation all of the above water elements of the dock system described in this agreement which includes the walkways (gangways), dock strings, finger strings, fuel barge, any attachments or elements thereof, and flotation, and all of the below-water elements of the docks, winch system, flotation trusses, anchoring system and below the deck surface of the fuel barge, are damaged or destroyed as a result of the Lessor's failure to carry out its operational, repair, or maintenance responsibilities pursuant to lease **condition 40.b.** herein, repair or replacement of the docks and associated equipment shall be the responsibility of the Lessor.

d. In the event of a natural disaster or catastrophe, the repair and replacement of below water elements of the dock as described in **condition 40.b.** and anchor system and the entire winch cable system above and below the water shall be the responsibility of the Lessor. The Lessee shall be responsible for the remainder of the above water elements.

e. The Lessor contracted with HBD Marine to evaluate the condition of the marina and its estimated useful lifespan. Their report dated July 30, 2021, containing their observations and findings is attached hereto and made a part hereof as **EXHIBIT E.**

41. SITE-SPECIFIC CONDITION ON FINANCIAL OBLIGATIONS OF THE PARTIES

Nothing in this lease shall bind either party to a commitment of funds in excess of that lawfully appropriated by their respective governing bodies.

42. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain such permission as may be required on account of any other existing rights. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit which may be required pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (30 Stat.1151; 33 U.S.C. § 403), or Section 404 of the Clean Water Act (33 U.S.C. § 1344).

This lease is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this _____ day of _____, _____.

**Rodney C. Huffman
Chief, Real Estate
Real Estate Contracting Officer**

THIS LEASE is also executed by the Lessee this _____ day of _____, _____.

**Susan E. Buxton, Director
Idaho Department of Parks and
Recreation**

ACKNOWLEDGMENT

STATE OF IDAHO)
 : ss
COUNTY OF)

On this _____ day of _____, 20____, before me _____
_____, known to me to be the person described in and who executed the
within and foregoing instrument, and acknowledged that he/she/they signed the same as
his/her/their free and voluntary act and deed, for the uses and purposes therein
mentioned.

Given under my hand and seal of the office this _____ day of _____, 20____.

(SEAL) _____
Notary Public in and for the State of _____,
residing at _____
My commission expires on _____

CERTIFICATE OF AUTHORITY

I, _____, certify that I am the _____ of
(Name of the Clerk or Appropriate Official) (Position Title)

_____, that _____
(Name of the Entity) (Name of the Person Executing this Outgrant)

who signed the foregoing instrument on behalf of the Grantee was then _____ of
(Position Title of the Person Executing this Outgrant)

_____. I further certify that the said officer was acting within
(Name of the Entity)

the scope of powers delegated to this officer by the governing body of the
Grantee in executing said instrument.

Date: _____
(Name of the Clerk or Appropriate Official)

(Affix Corporate Seal)

ACKNOWLEDGMENT

STATE OF WASHINGTON)
 : ss
COUNTY OF WALLA WALLA)

On this _____ day of _____, 20____, before me the undersigned Notary Public, personally appeared **Rodney C. Huffman**, Chief, Real Estate Division, U.S. Army Corps of Engineers, Walla Walla District, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated by authority of the Secretary of the Army and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this _____ day of _____ 20_____.

(SEAL)

Notary Public in and for the State of Washington,
residing at 201 N. 3rd Ave, Walla Walla, WA
My commission expires on _____

THIS INSTRUMENT PREPARED BY:



Date: 10-13-2022

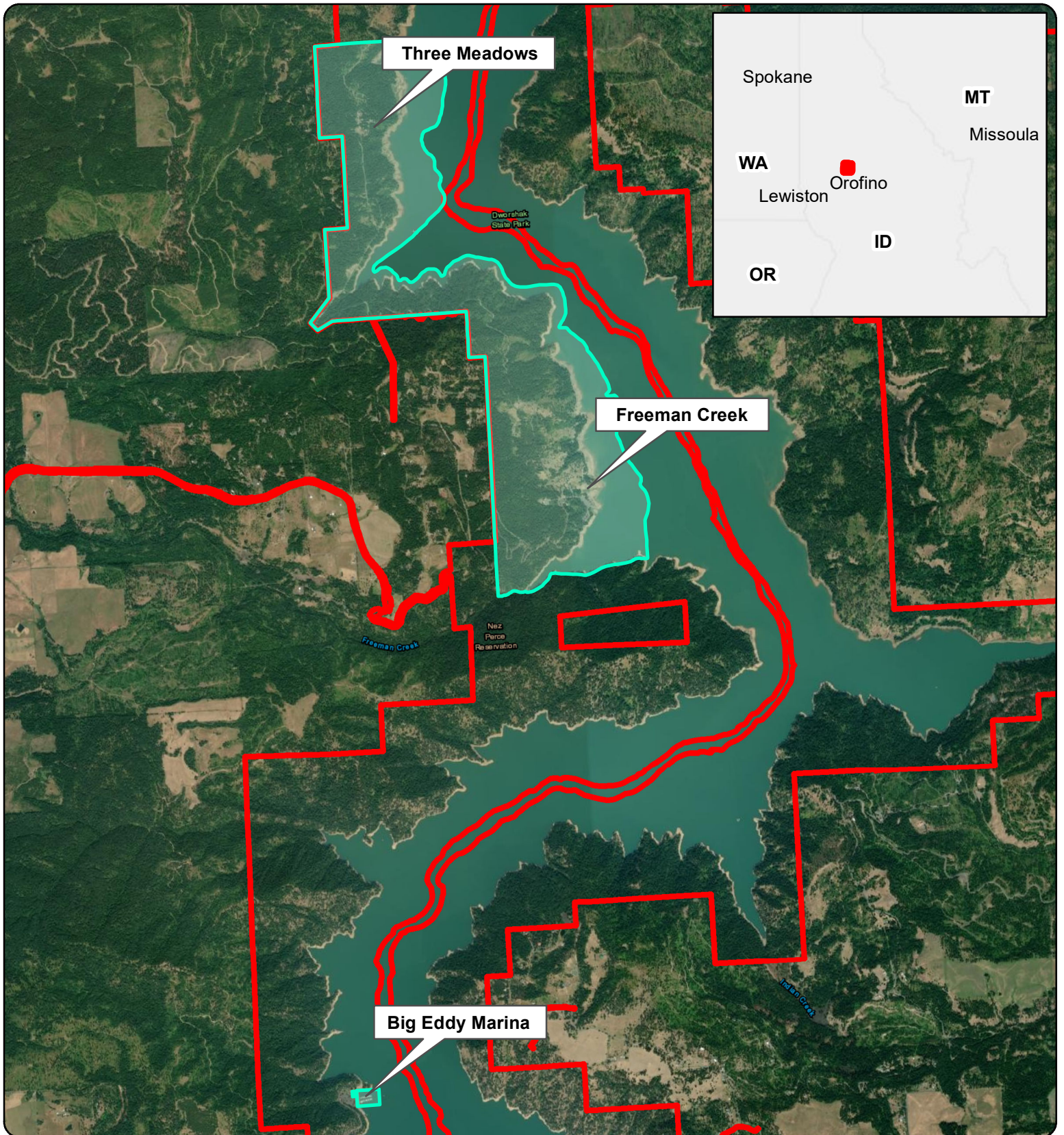
Allison Needham, Realty Specialist
Real Estate Division
Walla Walla District
U.S. Army Corps of Engineers
201 North 3rd Avenue
Walla Walla, WA 99362-1876
(509) 527-7324

REVIEWED FOR LEGAL SUFFICIENCY BY:



Date: 10-17-2022

Evan Carden, Assistant District Counsel
Office of Counsel
Walla Walla District
U.S. Army Corps of Engineers
201 North 3rd Avenue
Walla Walla, WA 99362-1876
(509) 527-7717



Idaho Department of Parks and Recreation Lease DACW68-1-23-02

Exhibit A



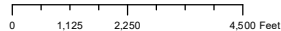
Acreage +/- 1,277.87



 **USACE Property Boundary**

 **IDPR Outgrant Area**

Scale 1:45,000



Project - Dworshak Dam and Reservoir Clearwater County, ID
 Section - 1, 12, 26, 27, Township - 37N Range - 01E
 Section - 26, 35, 36, Township - 38N Range - 01E
 Tracts: D, G, N, 202, 215, 303, 304, 305,
 306, 318, 319, 320, 321, 325, 327-1, 328, 342, 354

MAP ID: DWA_IDPR_LeaseArea

DATE: 1/12/2021

DISCLAIMER

This product was produced from geospatial information by the U.S. Army Corps of Engineers. Geospatial data and products may be developed from sources of differing accuracy, accurate only at certain scales, based on modeling or interpretation, incomplete while being created or revised, etc. Using this product for purposes other than those for which it was intended may yield inaccurate or misleading results. The U.S. Army Corps of Engineers assumes no liability for correctness or accuracy, and reserves the right to correct, update, or modify geospatial data and/or products without notification.

EXHIBIT B
IDAHO DEPARTMENT OF PARKS AND RECREATION (IDPR)
DWORSHAK STATE PARK
DEVELOPMENT PLAN

GENERAL DESCRIPTION

Dworshak State Park is comprised of three main areas: Freeman Creek, Three Meadows Group Camp, and Big Eddy Lodge and Marina.

Big Eddy is located 8 miles, 15 minutes, from Orofino, Idaho up above Dworshak Dam, and it is location of the Dworshak State Park Office. Freeman Creek is located approximately seven nautical miles or approximately 20 minutes from Big Eddy by boat. It is approximately 27 miles, or 45 minutes, from Orofino and from Big Eddy via backcountry roads. Once at Freeman Creek, it is another 6 miles or 15 minutes on a narrow, one-lane road with turnouts to the Three Meadows Group Camp.

1. Freeman Creek Area (see page 8 for Map)

Activities: Freeman Creek Area recreational activities include fishing, swimming, volleyball, playground, horseshoes, archery, motorized and non-motorized boating, water sports, geocaching, hiking, and mountain biking. The park entrance booth contains a small retail area selling ice, firewood, bait, personal items, and souvenirs. Users can rent canoes, kayaks and stand-up-paddleboards. They can enjoy exploring on their own, partake in the park's Junior Ranger Program, or join one of the education/interpretation programs.

2. Three Meadows Group Camp (see page 8 for Map)

Activities: The Three Meadows Group Camp is a unique facility located six miles away from the developed park. The camp has a lodge with full kitchen, dining/meeting room; cabins; RV/tent camp sites; centralized showers; shelter, amphitheater; open multi-use grass area; basketball; horseshoes; boat dock; and more. It is ideal for group meetings, family gatherings, church camps, and special events. It is reservable for 100 overnight guests in the cabins and 200 with day users.

3. Big Eddy Lodge and Marina (see page 9 for Map)

Activities: The Big Eddy Marina offers rental boat slips from one week to all year. The marina provides the only on-water fuel sales and has a small retail store. The lodge is home to the park's office providing information, selling various park and recreation permits, and offering a small selection of retail

souvenirs. The “Lodge” itself has several large rooms and a kitchen area that is available for group rentals – meetings, reunions, parties, weddings, and so on.

FUTURE PLANS

IDPR’s mission is: “To improve the quality of life in Idaho through outdoor recreation and resource stewardship.” We are innovators in outdoor recreation, committed to excellent service and resource stewardship. We foster experiences that renew the human spirit and promote community vitality. IDPR's core values include integrity, compassion, service, stewardship and commitment. We protect the resources that are entrusted to us, we strive to help visitors experience those resources in a positive way and we endeavor to be vital members of the communities in which we operate.

IDPR’s current strategic plan has identified the following applicable objectives:

- Provide different and unique outdoor experiences
- Provide improved park visitor and recreation customer experiences
- Protect and improve access to valuable recreational facilities throughout the state
- Be leaders in advocating for and providing recreation opportunities throughout ID
- Be good stewards of the natural resources and assets entrusted to IDPR
- Be good stewards of the funds entrusted to IDPR

As a part of being good stewards of the natural resources and assets associated with Dworshak State Park, IDPR will be managing forest health and coordinating timber sales as authorized in Condition 25 Natural Resources, subsection b, of Lease No. DACW68-1-23-02. Timber sale proceeds may be utilized by IDPR to fund development and maintenance projects on the premises that benefit and protect the natural resources, broadly, and for the development and conservation of fish, wildlife and the forests. Existing Lessor guidance documents, specifically Engineering Regulation 405-1-12 Chapter 8, Paragraph 155(f)(2) (version 30 Sep 94), will be referenced as examples, not an exhaustive list, of appropriate projects. Potential secondary benefits of a natural resource project (*e.g.*, that promote or create recreational opportunities) will not be reason for denying the use of timber sale proceeds for a project. IDPR may also use timber sale proceeds to pay for staff whose responsibilities include carrying out the activities of the management plan at the project; and to purchase equipment needed to assist in the management or protection of the natural resources.

As specified in the following Development Plan, IDPR has identified future projects that enhance the management of the premises by benefiting or protecting the natural resources.

Table: DWORSHAK STATE PARK DEVELOPMENT PLAN, 2021 - 2046

LOCATION	TYPE	DESCRIPTION	NATURAL RESOURCE MANAGEMENT/PROTECTION	TIME FRAME	ESTIMATED COST
Big Eddy	Window Replacement	Multiple windows have broken seals so interior is fogged and need replaced. Price includes labor.		1-3 years	\$ 40,000
Big Eddy	Stain Exterior of lodge	Stain the exterior of the lodge		1-3 years	\$ 50,000
Freeman Creek	Surface Water intake Replacement	Engineer a new surface water intake to comply with Safe Drinking Water Act Standards. Install new surface water intake consisting of, ideally: fusion welded HDPE pipe, upswept and screened lake end termination, 3 phase 5-HP pump, along with associated wiring and plumbing. Construct a new vault for the shore end termination, install necessary fixtures to connect plumbing to the existing surface feed which runs to the water treatment plant.	Conservation of fish and wildlife habitat, including water quality standards.	1-3 years	\$ 1,800,000
Freeman Creek	Water Treatment Plant Upgrades	Install backup generator needs added, professional cleaning of reservoir tank performed, and backup pumps and parts need purchased		1-3 years	\$ 50,000
Big Eddy Marna	Lodge Carpet Replacement	Carpet in building is heavily stained and worn. Restaurant had a raised area so tables would have an improved view of the reservoir which now serves no purpose and reduces functionality of the room so should be removed.		1-3 years	\$ 25,000

Big Eddy Marina	Lodge concrete/deck repair	Replace substructure as needed and wood decking with composite materials around building.		0-3 years	\$ 150,000
Freeman Creek	Day Use Shower house plumbing replacement	Re-plumb the pipe chase and replace all fixtures serving the restroom/shower house.		3-5 years	\$ 300,000
Freeman Creek	Day Use Shower house tile repair	Repair/replace damaged floor and wall tile.		3-5 years	\$ 50,000
Freeman Creek	New CXT	Park is installing an 18-hole disc golf course at which tournaments will be held. It is necessary to provide sanitation services to guests using the facilities, as the nearest restroom is in the campground approximately 1/2 mile away. This will also service the park archery range. Single CXT.	This restroom will provide an onsite facility eliminating users urinating and defecating in the woods, thus protecting wildlife habitat, and increasing erosion control.	3-5 years	\$ 125,000
Freeman Creek	Replace water lines throughout park	Original steel piping has corroded and is developing frequent leaks and valve failures. Water lines are located 4+ feet below surface, making repairs time consuming and expensive. Proposal is to replace all water lines off of the main to buildings or standpipes.		3-5 years	\$ 600,000
Freeman Creek	Volunteer Loop Upgrade	Current volunteer sites have only 30 Amp power and are undersized for current camping units. Additionally, sites have very small or no hardened living pads	This will provide onsite staffing during the summer busy months which will provide 24/7 rule compliance and protection of natural resources from user degradation.	3-5 years	\$ 105,000
Freeman Creek	Camas Host Site	Camas loop does not currently have a volunteer site. Water and a sewage line (to be connected into Kokanee system) will need to be installed.	This will provide onsite staffing during the summer busy months which will provide 24/7 rule compliance and protection of natural resources from user degradation.	3-5 years	\$ 30,000

Freeman Creek	Osprey Host Site	Osprey loop does not currently have a volunteer site. Water will need run to site from shared site and sewage can tie into gravity feed to Kokanee loop septic and lift	This will provide onsite staffing during the summer busy months which will provide 24/7 rule compliance and protection of natural resources from user degradation.	3-5 years	\$ 35,000
Freeman Creek	Interpretive Trail Refresh	Replace interpretive trail signage with material tailored to the area	This will provide environmental education information resulting in better use and protection of the natural resources.	3-5 years	\$ 20,000
Big Eddy	Marina Stair Rebuild	Stairs to marina need substantial repair work; concrete repair, rusting rail replacement; water, power, fuel line bracket replacement; and repaint with epoxy suitable for long term underwater exposure	Protect fish and wildlife habitats by reducing contaminants and debris in water.	5-10 years	\$ 250,000
Freeman Creek	Expand boat launch parking lot and ADA trail to playground	Expand boat launch parking lot and ADA trail to playground. The new area would include 2 ADA parking spots and 10 non-trailer parking spots. The area is North of the current boat launch parking. There is anticipated large growth in the Freeman Creek area with 80 new homes anticipated. Boating and day use parking is already at maximums during the summer. Include ADA access with trail.	Fire breaks, erosion control, road and parking lot improvements stop unauthorized parking and driving off-road.	5-10 years	\$ 80,000

Freeman Creek	Floating swim area enclosure with railed walk	We currently only have a swim area during high water for 10 days after they start to drop the reservoir. The swim area is commonly no longer usable by the second week of July. The remainder of the year the visitor has to wade down through the mud and usually swim in higher boat traffic areas. The dock would provide separation between the boaters and swimmers.		5-10 years	\$ 250,000
Freeman Creek	Hardened access to amphitheater	May also need to regrade to 5%. Need path realigned to come from parking space and also need ADA space at amphitheater.	Hardening this path will define access, improve resulting fire break and erosion control, and eliminate use of other rogue trails and the resulting impact on the natural resources.	5-10 years	\$ 75,000
Freeman Creek	Multi-purpose non-motorized trail	The trail would start near the existing placid view trail and cover 3 miles. Funding would be used to plan and build trail.	Construction of the trail will create a fire break, improve erosion control, concentrate use on a developed path reducing overall natural resource degradation.	5-10 years	\$ 50,000
Freeman Creek	Camas, Aspen, and Blackberry - Install 21 Living Pads	The Aspen and Blackberry Group Camps and the Camas Loop are all in wooded areas. Current use does not allow for vegetation growth, so restricting tents to living pads will allow tree regeneration and preservation of the area for years to come.	Concentrating use on living pads will provide erosion control, allowing the natural vegetation to grow; facilitate effective ranger patrols and rule enforcement.	5-10 years	\$ 100,000
Freeman Creek	Kokanee Loop Replace Last original Vault toilet	Replace single vault toilet with CXT	Upgrading the restroom will ensure users have a quality facility reducing them from urinating and defecating in the woods, thus protecting wildlife habitat, health and safety, and increase erosion control.	1-3 years	\$ 45,000

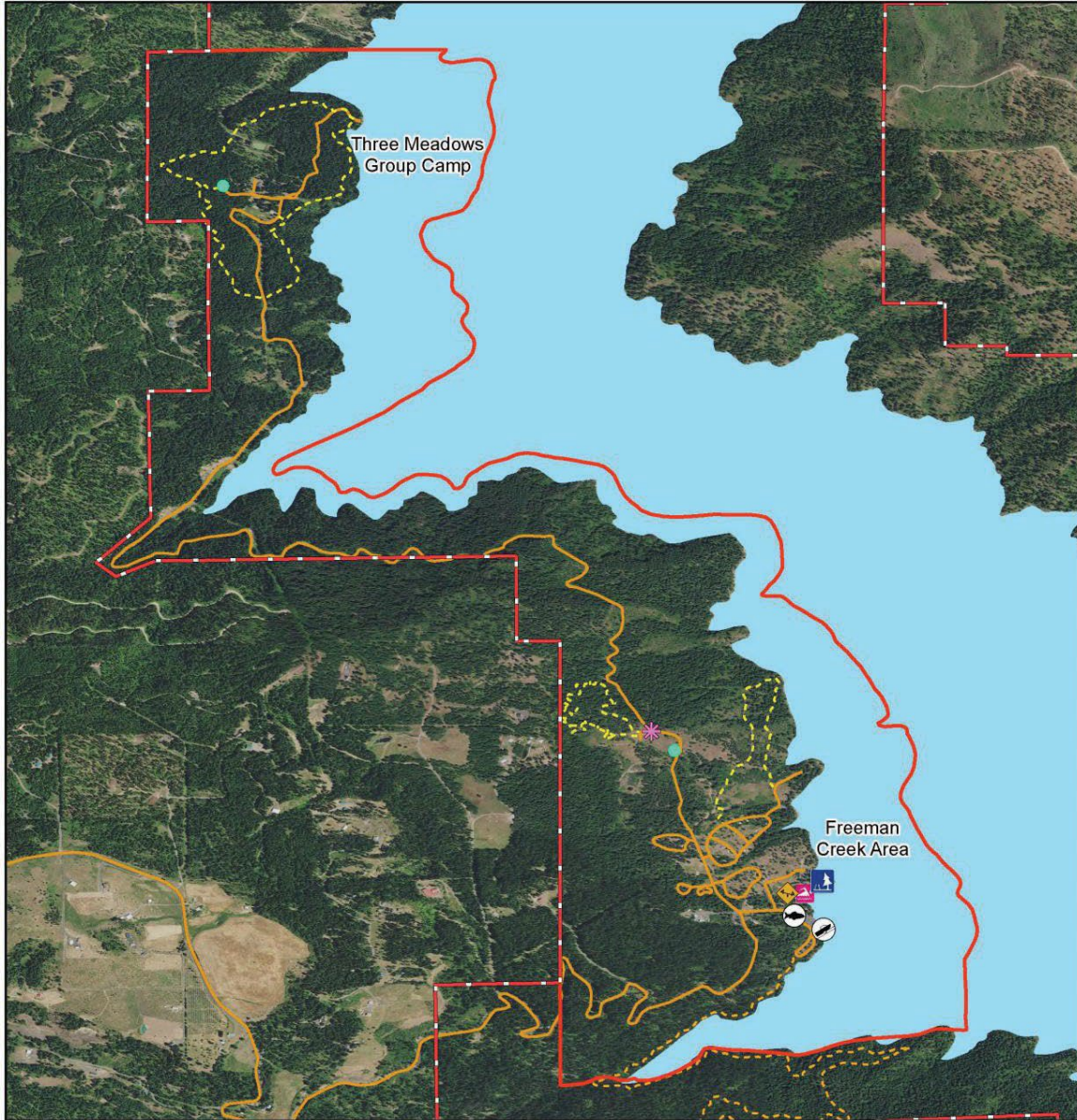
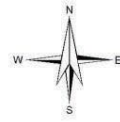
Freeman Creek	Group Loop - Replace Vault Toilet with CXT	Replace men's and women's vault toilet with new ADA accessible CXT. All of our vault toilets are currently having issues with age as well as crumbling brick vents and moisture damage on the inside of the buildings. This vault is the worst of the lot but gets the lowest usage.	Upgrading the restrooms will ensure users have a quality facility reducing them from urinating and defecating in the woods, thus protecting the environment, wildlife habitat, and increase erosion control.	1-3 years	\$ 45,000
Freeman Creek	Shop - Enlarge shop and vehicle storage area	Enlarge shop, extend vehicle storage (25' x 30') and add flammable storage building (install 10' x 20' CXT). COE requirements for flammable storage are pushing limits of what storage containers can hold.		5-10 years	\$ 70,000
Freeman Creek	Ranger/Seasonal Housing	Distance/logistics to Freeman Creek makes recruiting staff difficult. On-site staff increases the speed of response time to problems or emergencies with visitors. This could be incorporated into the visitor center.	Providing onsite housing will enhance overall coverage and response times by staff to provide natural resource rule enforcement and to initial attack at fires or other occurrences that could greatly damage natural resources.	5-10 years	\$ 450,000
Three Meadows and Freeman Creek	Redesign and install new wastewater system	Replace lining of sewage lagoons	Ensuring the wastewater system is properly functioning including the liner replacement will ensure that the water table and other natural resources are adequately protected, benefiting wildlife habitat.	5-10 years	\$ 5,000,000

Freeman Creek	Visitor Center/Store	Visitor Center, campground check in, retail sales area. Currently day use, camping, and all retail sales and rentals are run out of a 8' X12' building. Our employees breathe in brake dust and exhaust during the campsite check in process. To have a visitor center/store area would expedite traffic coming through the fee booth. Our proximity to a grocery store also makes a camp store very marketable, as we could provide the visitor with the basics, so they wouldn't have to leave the unit. Ranger/seasonal housing could also be addressed with this building.	Increased visible presence and centralized location of park rangers and employees facilitates enforcement of rules and regulations, enables efficient enforcement check stations; planned footprint results in significant fire break; and organized flow of vehicles and foot traffic will reduce erosion, and off-road or trail usage.	10-20 years	\$ 1,000,000
Freeman Creek	Day Use - New parking lot near sun shelter.	The dock just below this area will help serve as a staging area for boaters when used as an overflow for boat ramp parking. This parking could serve the sun shelter and serve as overflow to the boat ramp.	Fire breaks, erosion control, road and parking lot improvements stop unauthorized parking and driving off-road.	10-20 years	\$ 120,000
Freeman Creek	Repave	Resurface all paved roads and lots in park	Fire breaks, erosion control, road and parking lot improvements stop unauthorized parking and driving off-road.	10-20 years	\$ 500,000
TOTAL					\$ 11,415,000

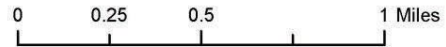


Diagram 1: Dworshak State Park

Freeman Creek Area and Three Meadows Group Camp
Idaho Dept. of Parks and Recreation Outgrant Area



- | | | |
|-----------------------|--------------|----------------------|
| Fish Cleaning Station | Playground | USACE Boundary |
| Archery Range | Swim Beach | USACE Hiking Trail |
| Boat Ramp | Storage Tank | Hiking Trail |
| Day Use Area | Road | IDPR's Outgrant Area |



Disclaimer: All maps are provided on an "as is" basis with no warranties or guarantees as to the accuracy of the information provided therein. The user assumes all responsibility for the use of any maps produced by the U.S. Army Corps of Engineers. The user also agrees to hold the U.S. Army Corps of Engineers and its employees harmless for any consequences derived from using maps produced by the U.S. Army Corps of Engineers. While all maps are believed accurate at the time of creation, actual conditions may vary.

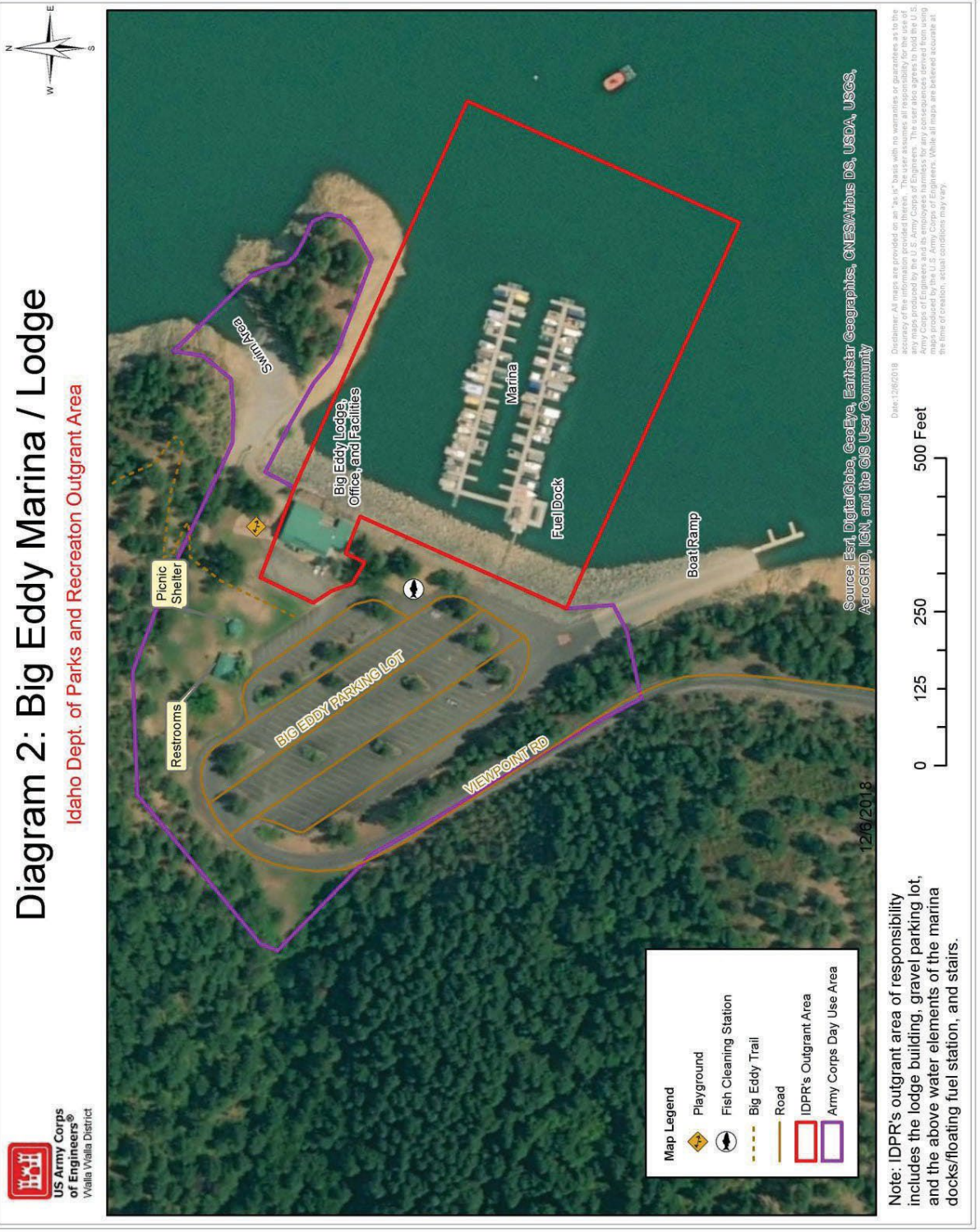


Diagram 2: Big Eddy Marina / Lodge

Idaho Dept. of Parks and Recreation Outgrant Area



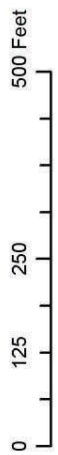
- Map Legend**
- Playground
 - Fish Cleaning Station
 - Big Eddy Trail
 - Road
 - IDPR's Outgrant Area
 - Army Corps Day Use Area

Note: IDPR's outgrant area of responsibility includes the lodge building, gravel parking lot, and the above water elements of the marina docks/floating fuel station, and stairs.

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AeroGRID, IGN, and the GIS User Community

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Date: 12/6/2018



12/6/2018

EXHIBIT C
IDAHO DEPARTMENT OF PARKS AND RECREATION
DWORSHAK STATE PARK
INVENTORY AND CONDITION REPORT
LEASE NO. DACW68-1-23-02

This Inventory and Condition Report, a copy of which shall be attached to and become a part of the above described lease, is agreeable and acceptable to both parties hereto as reflecting the condition of the property at the time custody was assumed by the Lessee.

IDAHO DEPARTMENT OF PARKS AND RECREATION (LESSEE):

Susan E. Buxton, Director
Idaho Department of Parks and Recreation

DEPARTMENT OF THE ARMY (LESSOR):

Rodney C. Huffman
Chief, Real Estate
Real Estate Contracting Officer

BIG EDDY LODGE AND MARINA

QUANTITY	ITEM AND DESCRIPTION	CONDITION	PROPERTY ID #
1	Stairway- Concrete; steel steps; iron pipe handrails (For tie-up docks)	Upper portion- Fair Lower portion- Poor	4888
1	Marina Boat Dock- Aluminum; multiple-use facility Marina Fuel Dock	Good	4884
1	Restaurant Building- Wood frame on concrete base, small gravel parking lot	Good	5327

FREEMAN CREEK

QUANTITY	ITEM AND DESCRIPTION	CONDITION	PROPERTY ID #
1	Toilet- Concrete block; concrete base	Good	7751
1	Fence- Chain link; 115' x 115' x 6'; 16' gate; 3 strands barb wire on top	Good	7933
1	Fence- Cedar wood; two split rail; 3,080' long	Fair	7951
1	Water Treatment Building- Concrete; fiberglass shingle roof; concrete slab;	Good	5011
1	Launch Ramp- Concrete	Good	5020
1	Subdrain- 150' of 12" PVC perforated subdrain	Good	5043
1	Comfort Station- Concrete block; fiberglass shingle roof; concrete base	Good	5044
1	Shelter- Laminated curved beam; concrete slab base; 4,500 square feet	Good	5045
1	Roads- Excavation, rockfill, and asphalt pavement of access road, park roads, parking lots; culverts; gates	Fair	5049
1	Boundary Fence- 446 rods (8feet); 3-wire with steel posts	Good	5082

FREEMAN CREEK (CONTINUED)

1	Cattle Guard- 12 feet; metal	Poor	5083
1	Water Distribution System- PVC and galvanized pipe; steel reservoir tank; submersible pump	Poor- Is beyond lifespan	5084
1	Sewage Disposal System- 2 sewage lagoons (150' x 150' and 90' x 90'); 960' chain link fence; galvanized/plastic pipe; concrete septic tank; submersible pumps; trailer dump station; lift stations	Poor- Neither sewer is operating to design specs out of DEQ Regs.	5085
1	Exterior Electrical System- Underground wire; trailer power outlets; 4 overhead light fixtures on concrete poles; conduit	Good	5086
1	Maintenance Shop- Steel truss metal on concrete slab	Good	5087
1	Comfort Station- Concrete block on concrete slab; fiberglass shingle roof; w/outside shower offset; handicap accessible sidewalk	Fair	5113
2	Vault Toilet (2)- Concrete block on concrete slab; shingle roof	#1 Fair #2 Poor	5115
1	Fish Cleaning Building- Concrete slab floor; lower walls concrete block; upper walls and roof are frame construction; shingle roof; sinks; water; electricity	Good	5118
1	Water Intake- Abandoned Replaced w/ PVC by IDPR	Poor	5122
142	Parking Curbs- 142 concrete curbs, 6" high	Poor	5125
3	Picnic Shelters (3)- Wood	Fair	7932
1	Camp Host Site- Highly developed: permanent caretaker, electricity, water, concrete base	Good	7952
1	Sidewalk- Concrete	Good	7953
1	Kiosk- Wood	Good	7954
1	Amphitheater- Wood steps	Fair	107937
92	Camping Sites- Gravel site pad	Good	107939

THREE MEADOWS GROUP CAMP

QUANTITY	ITEM AND DESCRIPTION	CONDITION	PROPERTY ID #
1	Access Road- Excavation; clearing; rockfill; guardrail; culverts	Good	5133
1	Water Intake- Now used for irrigation 454' underground pipe (runs from lake to #5139).	Fair	5136
1	Water Supply Storage and Treatment System- Wood and concrete block building; metal roof; 2 steel storage tanks w/pipe and appurtenances; chlorinator; submersible pump	Good	5139
1	Sewage Disposal and Treatment System- 50 gallon chlorine solution tank; 1,000 gallon chlorine tank; sewage pump; hypo chlorinator w/30 gallon tank, pipes, etc.; 2 clay-lined sewage lagoons; 880' chain link fence	Poor	5141
1	Exterior Electrical System- Conduits; elec. wiring; power outlets	Good	5142
1	Lodge- Wood and concrete block; metal roof; Fully equipped kitchen	Good	5143
2	Comfort Station (2)- Wood and concrete block; metal roof; water heaters; fountains; showers; A) Men's B) Women's	Good	5144
8	Cabins (8)- Wood and concrete block; metal roof; electric heat	Good	5145
1	Cabin- Manager's; wood and concrete block; metal roof; personal bathroom; water and electric heaters	Good	5146
3	Fire Boxes (3) - Wood	Good	7934



**US Army Corps
of Engineers** ®

Walla Walla District
BUILDING STRONG®

**Dworshak State Park Big Eddy Marina, Freeman Creek, Three Meadows
25-Year Lease Renewal**

Idaho Department of Parks and Recreation

Clearwater County, Idaho

Environmental Condition of Property Report

PPL-C-2021-0039

October 2022

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ACRONYMS & ABBREVIATIONS

Business Environmental Risk	BER
Comprehensive Environmental Response, Compensation and Liability Act	CERCLA
Conditionally Exempt Generators	CEG
Controlled REC	CREC
Corrective Action Report	CORRACTS
degrees Fahrenheit	°F
Department of Transportation	DOT
Emergency Response Notification System	ERNS
Enforcement and Compliance History Online	ECHO
Environmental condition of Property	ECP
Environmental Protection Agency	EPA
Environmental Site Assessment	ESA
Hazardous, Toxic, and Radioactive Waste	HTRW
Historical REC	HREC
Idaho Department of Parks and Recreation	IDPR
Large Quantity Generators	LQG
National Priority List	NPL
recognized environmental conditions	RECs
Resource Conservation and Recovery Act	RCRA
Small Quantity Generators	SQG
Superfund Enterprise Management System	SEMS
Treatment, Storage and Disposal	TSD
U. S. Geological Survey	USGS
U.S. Army Corps of Engineers, Walla Walla District	Corps

GENERAL INFORMATION

Project Information: Environmental Condition of Property Phase I Environmental Site Assessment

Site Information: Dworshak State Park (850 acres) comprises three units: Freeman Creek, Three Meadows Group Camp, and Big Eddy Lodge and Marina.

Big Eddy Marina
3286 Viewpoint Road,
Ahsahka, Idaho 83520.

Freeman Creek Campground
9934 Freeman Creek Road
Lenore, Idaho 83541.

Site Access Contact: Dworshak State Park Managers
(208) 476-3132

Client Information: Dworshak State Park
9934 Freeman Creek
Lenore, ID 83541
(208) 476-3132

INTRODUCTION

PURPOSE

The purpose of conducting this Environmental Condition of Property (ECP) is to identify recognized environmental conditions (RECs) within the 850 acres acre leased area referred to as Dworshak State Park located in Clearwater County, Idaho (the Property) in accordance with American Society for Testing and Materials (ASTM) International E1527-21.

Idaho Department of Parks and Recreation requests to renew their lease with the U.S. Army Corps of Engineers, Walla Walla District (Corps) for recreation, fish and wildlife management, and forest management purposes. Under ER-200-2-3, an ECP is required to renew this lease. It is Corps policy to comply with the requirements of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, to avoid incurring liability in real estate transactions to the maximum extent possible, and to avail itself of the landowner liability protections provided in the statute.

ER-200-2-3 states that the ECP Report must comply with applicable standards for performing either a Phase I or Phase II Environmental Site Assessment (ESA) as defined in ASTM International Standard E 1527-13 entitled, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," or ASTM International E 1903-11, "Standard Guide for Environmental Site Assessment: Phase II Environmental Site Assessment Process" as appropriate. ASTM E 1527-13 was updated to ASTM E1527-21 in December of 2021, this report has been prepared to meet the requirements of both the current standard and that specified by ER-200-2-3.

A REC is defined by ASTM International as:

"The presence or likely presence of any hazardous substances or petroleum products in, on, or at a property: (1) due to any release to the environment; (2) under conditions indicative of a release to the environment; or (3) under conditions that pose a material threat of a future release to the environment. *De minimis conditions* are not *recognized environmental conditions*."

A Historical REC (HREC) is defined by ASTM International as:

"A past release of any hazardous substances or petroleum products that has occurred in connection with the property and has been addressed to the satisfaction of the applicable regulatory authority or meeting unrestricted use criteria established by a regulatory authority, without subjecting the property to any required controls (e.g., property use restrictions, AULs [Activity and Use Limitations], institutional controls, or engineering controls). Before calling the past release an HREC, the EP [Environmental Professional] must determine whether the past release is a REC at the time the Phase I ESA is conducted (e.g., if there has been a change in the regulatory criteria)."

A Controlled REC (CREC) is defined by ASTM International as:

"An REC resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority (e.g., as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (e.g., property use restrictions, AULs, institutional controls, or engineering controls) a CREC shall be listed in the Findings Section of the Phase I ESA report, and as a REC in the Conclusions Section of the report."

A *de minimus* condition is defined by ASTM International as:

"A condition that generally does not present a threat to human health or the *environment* and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies. Conditions determined to be *de minimus conditions* are not *recognized environmental conditions* nor *controlled recognized environmental conditions*."

A condition for the exclusion of petroleum is defined by ASTM International as:

"The exclusion from [CERCLA] liability provided in 42 U.S.C. §9601(14), as interpreted by the courts and [Environmental Protection Agency (EPA)]: 'The term (hazardous substance) does not include petroleum, including crude oil or any fraction thereof which is not otherwise specifically listed or designated as a hazardous substance under subparagraphs (A) through (F) of this paragraph, and the term does not include natural gas, natural gas liquids, liquefied natural gas, or synthetic gas usable for fuel (or mixtures of natural gas and such synthetic gas).'"

A Business Environmental Risk (BER) is identified by ASTM International as:

"A risk which can have a material environmental or environmentally-driven impact on the business associated with the current or planned use of a parcel of commercial real estate, not necessarily limited to those environmental issues required to be investigated in this practice."

The identification of RECs in connection with subject properties could impose an environmental liability on owners or operators of the site, reduce the value of the site, or restrict the use or marketability of the site. This Report does not include or address groundwater, soil, or extraneous material contamination under the soil surface with respect to testing, coring, or sampling. If a REC is noted, further investigation may be necessary to evaluate the scope and extent of potential environmental liabilities.

INVOLVED PARTIES

Idaho Department of Parks and Recreation (IDPR) proposes a renewal of lease NO. DACW68-1-96-8 with the Corps. This lease includes three locations located within the Dworshak project area which are managed by IDPR as an Idaho State Park that contains campsites and a marina.

LEGAL DESCRIPTION OF THE PROPERTY

Portions of Sections 1 and 26, Township 37 North, Range 1 East Boise Principal Meridian. Tracts: D, G, N, 202, 215, 303, 304, 305, 306, 318, 319, 320, 321, 325, 327-1, 328, 342, 354. The property is three units of land along the west shore of Dworshak Reservoir on the North Fork of the Clearwater River.

LIMITATIONS AND EXCEPTIONS

Along with all the limitations set forth in various sections of the ASTM International Standard Practice E 1527-21 protocol, the accuracy and completeness of this Report may be limited by the following:

- Access Limitations – Locked flammables storage locker at the Big Eddy Marina.
- Physical Obstructions to Observations - None.
- Outstanding Information Requests – None.
- Historical Data Source Limitation – Did not access fire insurance maps, used aerial photographs and U. S. Geological Survey (USGS) topographical maps to show surrounding area.
- Other – Timing, the visual reconnaissance was performed in May of 2021. The environmental database review and analysis of relevant historical data for this iteration of this report was conducted on July 20, 2022, but the report still relies on the initial site reconnaissance.

SCOPE OF WORK

The scope of work for this assessment is in accordance with ASTM E1527-21. The methodologies within this ASTM are utilized to identify RECs associated with a property and includes the following tasks:

- Conducting a record search and reviewing all reasonably accessible federal, state, and local government information and records to determine possible onsite sources of hazardous substances and environmental condition of the property.
- Reviewing of all reasonably attainable federal, state, and local government records of adjacent facilities that could have released or likely released contamination to determine possible offsite sources of hazardous substances.
- Analysis of historical data on prior uses of the property and the surrounding area.
- Interviews with the owner and/or tenants or other knowledgeable sources.
- Visual site inspection of the property to identify possible hazardous substance sources.
- Identification of contamination sources using data gathered and evaluation of risk they pose and the effect to the categorization of the environmental condition of the property.
- Identification of all ongoing actions that may affect the environmental conditions of the property.
- Determination of the environmental condition of the property.

These tasks were performed by Jarrett Schuster, Environmental Resource Specialist, and John Hook, Senior Environmental Specialist (See Section 8 for Qualifications).

DEVIATIONS

No deviations from the recommended scope of ASTM Standard Practice E 1527-21 were performed as part of this Phase I ESA.

DISCLAIMER

This Report may mention, but does not fully address, non-scope considerations such as asbestos-containing materials, radon, lead-based paint, lead in drinking water, mold, wetlands, regulatory compliance, cultural and historical resources, industrial hygiene, health and safety, ecological resources, endangered species, indoor air quality, and/or high voltage power lines, although one or more may be mentioned in this Report as a BER concern.

SITE DESCRIPTION & PHYSICAL SETTING

GENERAL LOCATION

The Subject Properties for this Phase I ESA are known as Big Eddy Marina, Freeman Creek Campground, and Three Meadows Group Camp. The address for Big Eddy Marina is 3286 Viewpoint Road, Ahsahka, Idaho 83520. The address for Freeman Creek Campground is 9934 Freeman Creek Road, Lenore, Idaho 83541. Addresses are used throughout the document for the accuracy of future data searches in the respective environmental database. Three Meadows Group Camp does not have a listed address, but is within one mile of Freeman Creek Campground and was captured in the environmental database searches by expanding the search radius to 3 miles.

All three properties are located along the west bank of the North Fork Clearwater River approximately 1- to 5-miles upstream of Dworshak Dam in Clearwater County, Idaho.

SITE DESCRIPTIONS

Dworshak State Park is a public recreation area covering 850 acres along the western shore of Dworshak Reservoir north of Orofino in Clearwater County, Idaho, United States. The state park comprises three units: Freeman Creek, Three Meadows Group Camp, and Big Eddy Lodge and Marina.

Big Eddy Marina

Big Eddy Marina is located on the Dworshak Reservoir, North Fork Clearwater River Mile 3 on the west riverbank (Figure 3-1). Big Eddy Marina contains 99 full season boat slips, an on-the-water fueling station with a 1,500-gallon fuel tank (Figure 3-2), a marina store, and a lodge with

a large conference area which also contains the Dworshak State Parks administrative office. The lodge is 2,000 square feet and contains four rooms with a maximum capacity of 120 people (Figure 3-3). The lodge has a full kitchen along with electric heating and cooling and plumbing. There is a paved parking lot south of the lodge with 150 parking spaces.

Big Eddy Marina is maintained as a park with landscaped lawn and several large upland trees; there is little riparian vegetation present. The property where the lodge is located is flat, but surrounded by steep topography that slopes west to east from 2,000 feet elevation at the top of the ridge to the approximately 1,600 feet elevation of Dworshak Reservoir.



Figure 3-1. Aerial View of Big Eddy Marina



Figure 3-2. Big Eddy Marina On-The-Water Fueling Station



Figure 3-3. Big Eddy Marina Lodge and Dworshak State Parks Administrative Building

Freeman Creek Campground

Freeman Creek Campground is located on the Dworshak Reservoir, North Fork Clearwater River on the west riverbank (Figure 3-4). Freeman Creek Campground contains a sun shelter, four cabins that can sleep five people, 105 campsites, a fish cleaning station (Figure 3-5), a

bathroom with six sinks, 10 toilets (Figure 3-6), a shower house with eight showers, six toilets, and six sinks (Figure 3-7), and six vault toilets. Freeman Creek Campground also has a maintenance area with a garage and office (Figure 3-8), a vehicle storage shed (Figure 3-9), and a fueling station with 300 gallon and 500-gallon fuel tanks (Figure 3-10).

The Freeman Creek Campground is maintained as a camping site within a pine tree forest; there is no riparian vegetation as the Dworshak Reservoir would border upland vegetation at full pool. Freeman Creek Campground is flat but surrounded by steep topography that slopes west to east from 2,000 feet elevation to 1,600 feet elevation towards the Dworshak Reservoir.

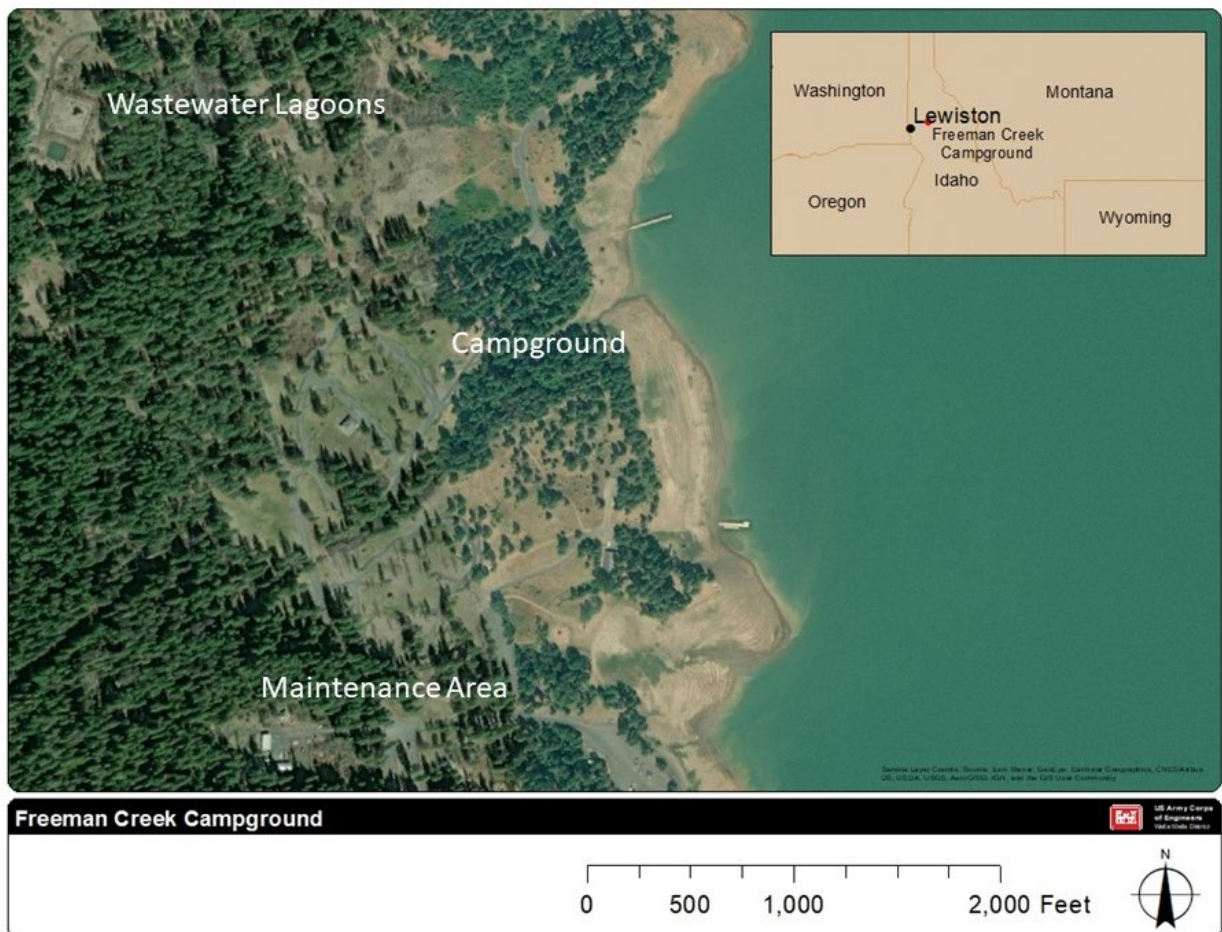


Figure 3-4. Aerial view of Freeman Creek Campground



Figure 3-5. Freeman Creek Campground Fish Cleaning Station



Figure 3-6. Freeman Creek Campground Plumbed Day Use Area Bathroom



Figure 3-7. Freeman Creek Campground Shower House



Figure 3-8. Freeman Creek Campground Garage and Office



Figure 3-9. Freeman Creek Campground Vehicle Storage Shed



Figure 3-10. Freeman Creek Campground 300- and 500-Gallon Fuel Tanks

Three Meadows Group Camp

Three Meadows Group Camp is located on the Dworshak Reservoir, North Fork Clearwater River on the west riverbank (Figure 3-11). Three Meadows Group Camp contains a large lodge with a fully equipped commercial kitchen, three sinks, and one toilet (Figure 3-12), nine cabins for to up to 100 (Figure 3-13), two shower houses with a total of 12 sinks and five toilets (Figure 3-14), and a storage shed (Figure 3-15).

Three Meadows Group Camp is maintained as a camping site within a pine tree forest, there is no riparian vegetation as the Dworshak Reservoir would border upland vegetation at full pool.

Three Meadows Group Camp is flat but surrounded by steep topography that slopes south to north from 2,000 feet elevation to 1,600 feet elevation towards the Dworshak Reservoir.



Figure 3-11. Three Meadows Group Camp Aerial View



Figure 3-12. Three Meadows Group Camp Lodge



Figure 3-13. Three Meadows Group Camp Cabin



Figure 3-14. Three Meadows Group Camp Shower House



Figure 3-15. Three Meadows Group Camp Shed

REGIONAL AND SITE GEOLOGIC SETTING

Typically, geologic information is used to support the inclusion of Hazardous, Toxic, and Radioactive Waste (HTRW) findings. In accordance with ASTM E1527-21 (Section 12.2), this step has been omitted because no HTRW risk was identified in the records research in Section 3 or the site reconnaissance in Section 6 of this report.

REGIONAL CLIMATE

Similar to Section 2.3, this step has been omitted from the report because no HTRW was identified.

REGIONAL AND SITE HYDROLOGY

Similar to Section 2.3 and Section 2.4, this step has been omitted from the report because no HTRW risk was identified.

SURFACE WATER

The North Fork Clearwater River which forms Dworshak Reservoir is to the east of all three sites. Freeman Creek is approximately 0.5-miles to the south of the Freeman Creek Campground.

ENVIRONMENTAL DATABASE REVIEW

A record search performed according to the ASTM includes information that is reasonably ascertainable; meaning: (1) information that is publicly available, (2) information that is obtainable from its source within reasonable time and cost constraints, and (3) information that is practically reviewable. The user or environmental professional is not obligated to identify mistakes or insufficiencies in information provided. However, the environmental professional reviewing records shall make a reasonable effort to compensate for mistakes or insufficiencies in the information reviewed that are obvious considering other information of which the environmental professional has actual knowledge.

STANDARD ENVIRONMENTAL RECORDS SOURCES

As a part of this Phase I ESA, federal, state, and county, and city governmental agencies were contacted regarding any relevant Property environmental records. When available, and as necessary, files on surrounding properties were also reviewed and knowledgeable agency personnel were interviewed. In addition, per ASTM International E1527-21, a prescribed list of federal and state databases was reviewed at prescribed distances from the three sites. The databases were sorted by zip code, and then reviewed for search distances of 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground, to include Three Meadows Group Camp. Due to inherent inaccuracies in the zip code information for these lists, it is possible that one or more sites within the radius of the search distance were missed during the records search.

EPA NPL Site List Search

Distance: 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground

Date: June 3, 2021

The EPA National Priority List (NPL) is a list of the worst hazardous waste sites that have been identified by Superfund, the federal government's program to clean up uncontrolled hazardous waste sites. None of the Subject Properties nor any other properties within the search radius appear on the EPA NPL list.

Update Completed: December 3, 2021, July 20, 2022

No change in status

EPA Delisted NPL Site List

Distance: 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground

Date: June 3, 2021

The EPA Delisted NPL is a list of sites where no further response is required due to the fact that the EPA, in conjunction with the state, has either determined that responsible or other parties have implemented all appropriate response action required; or the EPA, in consultation with the state, has determined that all appropriate Superfund-financed responses under the CERCLA have been implemented and that no further response by responsible parties is appropriate; or a Remedial Investigation/Feasibility Study has shown that the release poses no significant threat to public health or the environment and, therefore, remedial measures are not appropriate. None of the Subject Properties nor any other properties within the search radius appear on the De-listed NPL list.

Update Completed: December 3, 2021, July 20, 2022

No change in status

EPA SEMS List

Distance: 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground

Date: June 3, 2021

The Superfund Enterprise Management System (SEMS) list is the national database and management system EPA uses to track activities at hazardous waste sites considered for cleanup under the Superfund. SEMS contains the official inventory of Superfund sites and supports EPA's site planning and tracking functions. None of the Subject Properties nor any other properties within the search radius appear on the SEMS list.

Update Completed: December 3, 2021, July 20, 2022

No change in status

EPA Superfund List for Archived and Superfund Alternative Approach Sites

Distance: 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground

Date: June 3, 2021

Properties on the EPA Superfund Site List that have been archived or removed from inventory. Archived status indicates that to the best of the EPA's knowledge, Superfund has completed its assessment of the site and has determined that no further steps will be taken to list that site on the National Priorities List. Archive candidates include sites where no contamination was found, or any contamination was removed quickly without requiring placement on the NPL; and sites where the contamination was not serious enough to warrant federal Superfund attention. The archive decision does not necessarily mean that there is no hazard associated with a given site; it only means that based upon available information, the location is not judged to be a potential NPL site. None of the Subject Properties nor any other properties within the search radius appear on the Superfund List for Archived and Superfund Alternative Approach Sites.

Update Completed: December 3, 2021, July 20, 2022

No change in status

EPA RCRA TSD Facilities List

Distance: 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground

Date: June 3, 2021

Resource Conservation and Recovery Act (RCRA) Treatment, Storage and Disposal (TSD) facilities are those permitted to treat, store, and dispose of hazardous wastes. None of the Subject Properties nor any other properties within the search radius appear on the RCRA TSD list.

Update Completed: December 3, 2021, July 20, 2022

No change in status

EPA RCRA Handlers List

Distance: 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground

Date: June 3, 2021

The EPA RCRA Handlers list identifies facilities that have given notification as Large Quantity Generators (LQG), Small Quantity Generators (SQG), or Conditionally Exempt Generators (CEG) of hazardous waste. None of the Subject Properties nor any other properties within the search radius appear on EPA RCRA Handlers List.

Update Completed: December 3, 2021, July 20, 2022

No change in status

EPA CORRACTS List

Distance: 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground

Date: June 3, 2021

The Corrective Action Report (CORRACTS) list identifies sites at which contamination has been discovered and where some level of corrective clean-up activity has been undertaken. None of the Subject Properties nor any other properties within the search radius appear on the CORRACTS list.

Update Completed: December 3, 2021, July 20, 2022

No change in status

EPA ERNS List

Distance: 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground

Date: June 3, 2021

The Emergency Response Notification System (ERNS) is a database used to store information on notifications of oil discharges and hazardous substances releases. The ERNS program is a cooperative data sharing effort among the EPA Headquarters, the Department of Transportation (DOT) Research and Special Programs Administrations John A. Volpe National Transportation Systems Center, other DOT program offices, the 10 EPA Regions, and the National Response Center. EPA Headquarters manages and provides significant funding for ERNS, and RSPA provides operation and maintenance support through an interagency agreement with EPA. None of the Subject Properties nor any other properties within the search radius appear on the EPA ERNS list.

Update Completed: December 3, 2021, July 20, 2022

No change in status

EPA ECHO List

Distance: 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground

Date: June 3, 2021

EPA's Enforcement and Compliance History Online (ECHO) provides fast, integrated searches of EPA and state data for regulated facilities. None of the Subject Properties nor any other properties within the search radius appear on the EPA ECHO List.

Update Completed: December 3, 2021, July 20, 2022

No change in status

Federal and State Institutional Control/Engineering Control Registries

Distance: 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground

Date: June 3, 2021

The Institutional and Engineering Controls Summary provides a listing of all RCRA sites with Institutional and/or Engineering Controls in place. Institutional controls are defined as non-engineered and/or legal controls that minimize the potential human exposure to contamination by limiting land or resource use. Whereas engineering controls consist of engineering measures (e.g., caps, treatment systems, etc.) designed to minimize the potential for human exposure to contamination by either limiting direct contact with contaminated areas or controlling migration of contaminants through environmental media. None of the Subject Properties nor any other properties within the search radius appear on the Federal and State Institutional Control/Engineering Control Registries.

Update Completed: December 3, 2021, July 20, 2022

No change in status

Federal Brownfields Program Sites List

Distance: 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground

Date: June 3, 2021

A brownfield site is real property, the expansion, redevelopment, or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. The EPA's Brownfields Program provides grants and technical assistance to help states, communities and other stakeholders assess, clean up, and reuse brownfields. None of the Subject Properties nor any other properties within the search radius appear on the Federal Brownfields Program Sites List.

Update Completed: December 3, 2021, July 20, 2022

No change in status

Idaho Department of Environmental Quality Underground Storage Tank Database

Distance: 0.5-miles for Big Eddy Marina and 3-miles for Freeman Creek Campground

Date: June 3, 2021

Storage of petroleum and hazardous liquids is regulated. These regulated liquids can be stored in underground storage tanks or aboveground storage tanks. None of the Subject Properties nor any other properties within the search radius appear in the underground storage tank database.

Update Completed: December 3, 2021, July 20, 2022

No change in status

PROPERTY HISTORY

DESCRIPTION OF PROPERTY HISTORY

The Clearwater Forest was first established in 1911 and included Orofino and Lolo Creeks and all the North Fork of the Clearwater. In 1956 the areas donated to the National Forest south of the North Fork of the Clearwater were proclaimed a part of the Clearwater National Forest. Timber harvesting was the primary land use on the surrounding lands prior to the Corps ownership. Logs were floated down the river to Lewiston every year for 43 years until the last drive in 1971. There were some road and trail development in the lands surrounding the three sites. A table of trail mileage in the Forest, prepared in 1916, shows that the Clearwater had a total of 160 miles of trail. However, the Clearwater Forest had practically no roads until 1920. Road construction began in earnest in 1933, and the Clearwater Forest now has a total of 2,320 miles of roads.

The proposal to build Dworshak Dam originated in 1953. The Corps surveyed the lower Snake River drainage basin for suitable locations to develop reservoir storage and hydroelectric power generation. The final site for Dworshak Dam was chosen at a point on the North Fork of the Clearwater 1.9 miles above its confluence with the larger Clearwater River. Construction of Dworshak Dam began in 1966 and was completed in 1973. The Dam formed a 54-mile long reservoir with a surface area of around 20,000 acres. After the dam was completed, the Corps acquired 5,120 acres of land adjacent to the reservoir (later expanded to 9,100 acres and has since managed it for winter habitat for elk and white-tailed deer). Construction of the Big Eddy Marina also began in 1966. The Corps developed the other parks that make up Dworshak State Park and outgranted the use of Freeman Creek Recreation Area and Three Meadows Group Camp to the State of Idaho in 1989.

The Corps executed Lease NO. DACW68-1-96-18 on March 1, 1996 granting IDPR a twenty-five-year lease to utilize certain Dworshak Dam and Reservoir Project lands for the operation and maintenance of the following parks and recreational area: Big Eddy Recreation Area, Freeman Creek Recreation Area, and Three Meadows Group Camp.

IDPR subleased to Dworshak Boat Rental to provide watercraft rentals for the public between February 2001 and December 2002.

The Lease was modified by Amendment No. 1 in 2003 to operate and maintain Merry's Bay log boom system for the temporary moorage of house boats.

The Lease was modified by Amendment No. 2 in 2003 to operate and maintain the docks attached to the buoys associated with the log boom system in amendment No. 1 and for use of Q-road at Bruce's Eddy for boat owner access and dinghy dry storage associated with houseboat moorage.

The Lease was modified by Amendment No. 3 in 2004 to extend the time-period for operation and maintenance of the docks associated with the log boom system and use of Q-road for one-year or until the new moorage buoy installation was completed and approved for use.

The Lease was modified by Amendment No. 4 in 2007 to include six more mooring buoys for moorage of individual large vessels.

The Lease was modified by Amendment No. 5 in 2007 to include Use Rules, Daily Inspections, and Operation and Maintenance Plans regulation documents that were incorporated into the subject lease terms to promote the safe and effective operation and use of the buoys, associated docks, and anchoring systems.

The Lease was modified by Amendment No. 6 in 2015 to render Condition 42 of the lease null and void due to the perpetual easement of No. W912EF-2-10-11 with the Clearwater Power Company for the use, operation, and maintenance on 7,312 feet of overhead powerline, and the construction, operation, and maintenance of 652 feet of underground distribution line.

The Lease was modified by Amendment No. 7 in 2016 to void amendments 1-5 related to the operation and maintenance associated with the moorage buoys, log boom system, and anchoring systems due to lack of funding.

The Lease was modified by Amendment No. 8 in 2021 to extend the lease term by 180-days to expire on August 28,2021, to replace Exhibit A with Exhibit O, to remove Conditions 39 and 44.e, and to add Conditions 47 and 48.

Currently Lease NO. DACW68-1-96-18 is being replaced by Lease NO. DACW68-1-21-xx for a term of 25 years beginning August 29, 2021 and ending August 28, 2046.

AERIAL PHOTOS

Available aerial photographs dated 1954, 1963, 1973, 1992, 2003, 2004, 2013, and 2016 were reviewed for this Report. Copies of photographs are included in Appendix A, Historical Photos and Documents. The photographs show a general change in the landscape once Dworshak dam was constructed. Development of the Subject Properties is also observed in the photographs.

Table 5-1. Summary of Aerial Photographs

Date	Subject Property Comments	Surrounding Area Comments
1954 North Fork Clearwater River	Aerial image of the future location of Dworshak Dam and a portion of the North Fork Clearwater River upstream of the future dam location. The N. Fork Clearwater R. is free flowing through a ravine with steep topography on either side approximately 630 feet in elevation to the top of the ravine. There are two bridges spanning the N. Fork Clearwater R. on in the foreground of the picture and one in the background. There are roads visible along either side of the picture, but no development appears in the photograph.	The N. Fork Clearwater R. is surrounded by forested hills with no developments visible.

Date	Subject Property Comments	Surrounding Area Comments
1963 North Fork Clearwater River	Aerial image of the future location of Dworshak Dam and a portion of the North Fork Clearwater River upstream of the future dam location. The N. Fork Clearwater R. is free flowing through a ravine with steep topography on either side approximately 630 feet in elevation to the top of the ravine. Only one bridge appears spanning the N. fork Clearwater R. and there are two structures visible: one appears to be a house and the other a shed or barn. Roads are visible on both sides of the river.	The N. Fork Clearwater R. is surrounded by forested hills with no developments visible.
1973 North Fork Clearwater River	Dworshak Dam was completed in in 1973 and the N. Fork Clearwater R. became a reservoir 630 feet (approximately) deep behind the dam. The elevation to the river was around 977 feet prior to the construction of the dam and is currently around 1,600 feet.	The area is surrounded by steep rocky outcropping. Roads used during construction of Dworshak Dam are still visible in the photo.
1992 Big Eddy Marina	The Dworshak State Parks administrative office and lodge is visible in the picture along with the gravel and paved parking lots. The marina has three piers with boat slips. The platform where the fueling station is currently located is present.	There is a boat ramp to the south of the marina and a water pump station and a smaller building to the west, all are operated by the Corps. There is also a bridge connecting the mainland to an island to the north of the marina.
1992 Freeman Creek Campground	The maintenance area, camping sites, and sewage lagoons are all present in the photograph. There is one pier in the water and a visible swim beach.	Freeman Creek Campground is surrounded by forested hills with no developments visible to the west and Dworshak Reservoir to the east.
1992 Three Meadows Group Camp	The trees are cleared in the group camp, but the only structure visible is the lodge. The Sewage lagoons are visible to the north.	Three Meadows Group Camp is surrounded by forested hills with no developments visible to the west and Dworshak Reservoir to the east.
2003 Freeman Creek Campground	The maintenance area, camping sites, and sewage lagoons are all present in the photograph. There is an additional pier in the water and more structures are visible in the photograph as compared to the 1992 photograph.	Freeman Creek Campground is surrounded by forested hills with no developments visible to the west and Dworshak Reservoir to the east.
2004 Three Meadows Group Camp	Four additional structures are visible in the photograph in addition to the lodge. Are two additional areas seem to be prepared for the addition of structures. The Sewage lagoons are visible to the north.	Three Meadows Group Camp is surrounded by forested hills with no developments visible to the west and Dworshak Reservoir to the east.
2013 Big Eddy Marina	The Dworshak State Parks administrative office and lodge is visible in the picture along with the gravel and paved parking lots. There is a playground to the north of the lodge. The marina has two piers, as opposed to the three in 1992, with boat slips. The platform where the fueling station is currently located is present.	There is a boat ramp to the south of the marina and a water pump station and a smaller building to the west, all are operated by the Corps. The island is a peninsula in this photograph, suggesting the water level is lower, to the north of the marina.
2013 Freeman Creek Campground	The maintenance area, camping sites, and sewage lagoons are all present in the photograph. The pier that was new in the 2003 photograph has an additional swimming platform added. More structures are visible in the photograph as compared to the 2003 photograph.	Freeman Creek Campground is surrounded by forested hills with no developments visible to the west and Dworshak Reservoir to the east.

Date	Subject Property Comments	Surrounding Area Comments
2013 Three Meadows Group Camp	Two additional structures are visible in the photograph compared to the 2004 photograph. The road and parking lot next to the lodge appear to be freshly graveled. The Sewage lagoons are visible to the north.	Three Meadows Group Camp is surrounded by forested hills with no developments visible to the west and Dworshak Reservoir to the east.
2016 North Fork Clearwater River	Dworshak Reservoir is 54-miles long with a surface area of about 20,000 acres at normal full pool. The three properties that make up Dworshak State Park are denoted on the photograph.	The N. Fork Clearwater R. is surrounded by forested hills with no developments visible although there are remote camp sites along the reservoir edge and individual single-family residential houses along some of the ridges.

HISTORICAL MAPS

Historical fire insurance maps were not identified for the Subject Property.

HISTORICAL TOPOGRAPHIC MAPS

Historical topographic maps for the Property and surrounding area were available for the years 1961, 1990, 2014, and 2020. A summary is included in Table 5-2. Historical topographical maps are in Appendix A, Historical Photos, Maps, and Documents.

Table 5-2. Summary of Historical Topographical Maps

Date	Quad	Property Comments	Surrounding Area Comments
1961	Ahsahka	The N. Fork Clearwater River is visible on the right side of the map. The river valley is steep with the highest ridges at 2800 feet elevation. The river flows at approximately 977 feet elevation. The locations of Big Eddy Marina, Freeman Creek Campground, and Three Meadows Group Camp were added for reference.	Ahsahka, Idaho is to the south at the confluence of the N. Fork Clearwater and Clearwater Rivers. Lewis and Clark Canoe Camp State Park is noted on the map just south of Ahsahka. There is a Beaver Dam Recreation Area noted on the map to the north of Bruce's Eddy on the opposite bank.
1990	Ahsahka	The construction of Dworshak Dam was completed in 1973 and the N. Fork Clearwater River has become a reservoir. The elevation to the river has risen from 977 feet to 1640 feet. Big Eddy Marina, Freeman Creek Campground, and Three Meadows Group Camp are all noted on the map. The locations of Big Eddy Marina, Freeman Creek Campground, and Three Meadows Group Camp were added for reference.	Ahsahka, Idaho is to the south at the confluence of the N. Fork Clearwater and Clearwater Rivers. Lewis and Clark Canoe Camp State Park and the Dworshak National fish Hatchery are noted on the map just south of Ahsahka. Campsites and Picnic areas are noted on the map along the reservoir. There are transmission lines on the map downstream of Dworshak Dam and heading both east and west. There is an aircraft landing strip approximately 2.5 Miles east and 1300 feet above Freeman Creek Campground.

Date	Quad	Property Comments	Surrounding Area Comments
2014	Ahsahka	There are no changes from the last map; however, Big Eddy Marina is labeled Big Eddy Campground. The locations of Big Eddy Marina, Freeman Creek Campground, and Three Meadows Group Camp were added for reference.	Ahsahka, Idaho is to the south at the confluence of the N. Fork Clearwater and Clearwater Rivers. The Nez Perce National Historical Park is noted on the map just south of Ahsahka. Campsites and Picnic areas are noted on the map along the reservoir. There is an aircraft landing strip is named the Freeman Creek Airport on this map. Bruce's Eddy and Merry's Bay Campgrounds are both noted on this map east of Dworshak Dam. More roads are visible on the map.
2020	Ahsahka	There are no changes from the last map except the elevation to the river is at 1600 feet. Big Eddy Marina, Freeman Creek Campground, and Three Meadows Group Camp are not labeled on the map. The locations of Big Eddy Marina, Freeman Creek Campground, and Three Meadows Group Camp were added for reference.	Ahsahka, Idaho is to the south at the confluence of the N. Fork Clearwater and Clearwater Rivers. More trails are visible on the map. Freeman Creek Airport is still visible on this map.

ENVIRONMENTAL COMPLIANCE REPORTS

Nine previous environmental reports were identified during the Phase I Environmental Site Assessment. These documents were Corps completed National Environmental Policy Act documents that covered actions taken on at Dworshak State Park. This is not an exhaustive list of the compliance documents to date because they range in applicability to a Phase I site Assessment. The nine categorical exclusion documents are described below. There were no RECS or hazardous conditions created due to the implementation of these actions and no significant environmental damages of any kinds.

- Freeman Creek Campground Underground Powerline Replacement, Dworshak Dam; February 2006; The proposed action was to replace an existing underground powerline at Freeman Creek Campground on Dworshak Project lands.
- Place Privately-Owned Manufactured Home at Freeman Creek Campground, Dworshak Dam; PM-PD-EC-1165-2-26; February 2006. The proposed action was to place a privately-owned manufactured home on an existing camp host pad at Dworshak State Park's Freeman Creek area. All necessary infrastructure to install a manufactured home on the existing concrete pad is already present at this location. There should be no ground disturbance associated with this installation.
- Upgrading Electrical Systems at Freeman Creek & Three Meadows Campgrounds, Dworshak Dam; September 2006. The proposed action was to replace three dry-type electrical transformers at Three Meadows Group Camp, upgrade the electrical service system to the Freeman Creek Campground recreation area's lakeside potable water pump station, and upgrade the electrical systems for the Kokanee and Camas Loops at the Freeman Creek Campground.

- Freeman Creek Campground Vault Restroom Installation, Dworshak Dam; PM-PD-EC-1165-2-26a; March 2008. The proposed action was to install a precast concrete vault toilet at the campground to provide restroom facilities for the Camas Loop group camping area.
- Freeman Creek Campground Standpipes Replacements, Dworshak Dam; PM-PD-EC-1165-2-26a; December 2008. The proposed action was to remove and replace fifty (50) old, existing standpipes with new, individual-valve shutoff standpipes. The new standpipes would allow repair work to be done when needed at each individual site since they will have their own shutoff valve.
- Freeman Creek Campground Emergency Sewer Repairs- Dworshak Dam; August 2010. The Emergency action was to replace a three-inch sewer line from lift station No. 3 to the sewage lagoon at Freeman Creek Campground that was either broken or blocked. Determinations in a Memorandum for Record stated there was no potential for storm water runoff into waters of the United States and less than an acre of ground was disturbed.
- Well Drilling at Freeman Creek Campground, Dworshak Dam; PM-EC-2012-0138; January 2014. The proposed action was to install a new well and water line to replace the surface-water treatment system installed in the 1980 and provide drinking water to Freeman Creek Campground.
- Three Meadows Group Camp Electrical Transformer Installation, Dworshak Dam; PM-EC-2016-0009; February 2016. The proposed action was to install an electrical transformer at the Three Meadows Group Camp to provide power to the lower end of the Camp, including two new camp host sites as well as for future enhancements.
- Freeman Creek Vault Toilet Installation; Dworshak Dam; PPL-C- 2019-0032; April 2019. The proposed action was to install two prefabricated concrete vault toilets within Dworshak State Park, Freeman Creek Recreation Area.

BUILDING DEPARTMENT RECORDS

No permits regarding developmental history of the three sites were on file with the Idaho Division of Building Safety.

ENVIRONMENTAL LIENS AND ACTIVITY/ USE LIMITATIONS

Research did not indicate that the Subject Property is subject to any environmental liens or use limitations. The land where Dworshak State Park and Big Eddy Marina are located is zoned by Clearwater County, Idaho as low density rural, so the site is subject to those zoning restrictions. The land is zoned to preserve and protect the diminishing supply of agricultural, horticultural, and silvicultural land. Use is restricted to farming, forestry, single-and two-family dwelling, road construction, camps for management of logging operations, mobile homes, non-commercial recreational facilities, and airport approach zones.

The three sites are classified for high density recreation in 2015 Dworshak Reservoir Project Master Plan because of the intensity of use and existing amenities. The sites are subject to those restrictions and land use allocations. High Density Recreation sites provide areas with improved road access, more than 15 campsites, and/or allow for intensive day use. Low Density Recreation sites provide opportunities for dispersed and/or low-impact recreation with an emphasis is on minimal development. Facilities in Low Density Recreation areas may include boat ramps, boat docks, trails, parking areas and vehicle controls, vault toilets, picnic tables, and fire rings. No agricultural uses are permitted on these lands except on an interim basis for the maintenance of scenic or open space values. Licenses, permits, easements, or other outgrants are issued only for use that does not conflict with recreation use.

VAPOR ENCROACHMENT EVALUATION

No vapor encroachment evaluation screening was conducted to determine if the soil vapor pathway would potentially be a risk for any of the sites. This pathway is important only if nearby sites have RECs such as industrial sites, military sites, dry cleaners, and gas stations - all locations that produced or heavily used solvents, degreasers, and other volatile chemicals - that could present the risk of vapor traveling to the site.

For a vapor intrusion condition to exist, vapors must not only be encroaching on any of the sites, but must be able to migrate into structures and cause an indoor air quality problem. In this case, there are no vapor encroachment concerns. For these reasons the vapor encroachment is not considered a REC.

AJOINING PROPERTY

DWORSHAK DAM

Dworshak Dam is located on the North Fork Clearwater River at River Mile 1.9 approximately one mile downstream of Big Eddy Marina. Dworshak Dam has a structural height of 717 feet and a crest length of 3,287 feet at elevation 1,613 Mean Sea Level (Figure 6-1). Construction began in 1966, and the dam started operating for flood control in 1972. The three turbine units began generating power in 1973. Dworshak Dam has one 220-megawatt turbine unit. The other two units are 90-megawatt, for a total project generating capacity of 400 megawatts—enough to power roughly 300,000 homes.

Dworshak Reservoir is 54-miles long with a surface area of about 20,000 acres at normal full pool. There are about 30,000 acres of project lands surrounding the reservoir used for public recreation purposes, wildlife habitat, wildlife mitigation.

No RECS or environmental risk were found for Dworshak Dam through the database searches in Section 3 (Environmental Database Review).



Figure 6-1. Dworshak Dam Located at North Fork Clearwater River Mile 1.9 approximately one mile downstream of Big Eddy Marina.

TEAKEAN ASBESTOS PROSPECT AND OLSON ASBESTOS MINE

The Teakean Asbestos Prospect is primarily composed of anthophyllite with waste material consisting primarily of enstatite, tremolite and talc. The IDEQ Waste Management Remediation Program denotes a location on their facility mapper website where the Olson Asbestos Mine (ID: PA-0058) was located approximately 1-mile northwest of Big Eddy Marina within the Teakean Asbestos Prospect. The mine is no longer operational and was historically associated with the Orofino Mining District which is now part of the Nez Perce National Historical Park. No information was found regarding years of operation or quantity of mined materials. No information was found on the database searches in Section 3 (Environmental Database Review).

RESULTS OF VISUAL RECONNAISSANCE

BIG EDDY MARINA SITE VISIT FINDINGS

A site reconnaissance was conducted on May 17, 2021, by Jarrett Schuster, Corps Environmental Resource Specialist. Those present during the inspection included Anthony Ames and Marjon Librando, Corps Real Estate Specialists; Paul Pence, Dworshak Natural Resource Manager; Matthew Carlock, Corps Safety Specialist; and Nathan Blackburn of the IDPR.

Weather conditions at the time of the site reconnaissance were sunny with temperatures around 80 degrees Fahrenheit (°F). The visual reconnaissance consisted of walking the area

leased to the IDPR from boundary to boundary and entering all buildings on site. Photographs of pertinent site features identified during the site reconnaissance and field datasheet are included in Appendix B, Visual Reconnaissance.

Equipment on Site

There is a heating, ventilation, and air conditioning unit on site on the west side of the lodge near the gravel parking lot.

There is also a ventilation room on the top floor off the lodge which consisted of heating and air conditions pipes and ducts (Figure 15-1 in Appendix B).

Hazardous Substances

Hazardous substances were found stored inside a utility closet (Figure 15-2 in Appendix B). All Chemicals were labeled, and no spills were noted. No strong, pungent, or noxious odors were noted.

There is a flammables storage locker near the floating fueling station that was locked and could not be accessed (Figure 15-3 in Appendix B). The locker appears to be in good condition, but contains unknown substances.

Petroleum Products

There is a floating 1,500-gallon unleaded gasoline tank (refer to Figure 3-2 above). The fueling station is used by boaters and had “no smoking” signs attached but did not state distances for a no smoking zone. No leaks or odors were noted. No oil slicks on the water surface were noted. There were proper cleanup pads and booms present in case of a spill.

There is a 5-gallon bucket of paint primer in the air handler room (Figure 15-4 in Appendix B). The lid was secure, but there were dried drips on the can that may have reached onto the floor.

Underground Storage Tanks

No underground storage tanks are present on site.

Aboveground Storage Tanks

The floating 1,500-gallon unleaded gasoline tank discussed above.

Equipment Likely to Contain Polychlorinated Biphenyls

Polychlorinated biphenyls (PCBs) are a mixture of chlorine congeners widely used as dielectric and coolant fluids in transformers, capacitors, and electric motors. PCB production began in

1929 and was banned in the United States in 1979, as these chemicals have been shown to cause cancer in animals and humans. No equipment likely to contain PCBs was observed during the site reconnaissance. Record searches also did not show PCB contamination on the site, but because this Phase 1 Environmental Site Assessment was a cursory evaluation, no tests were conducted to determine the presence of PCBs on site; therefore, it cannot be guaranteed that PCBs were never used on site.

Interior Staining / Corrosion

No interior staining noted.

Stained Soils or Pavement

No stained soils or pavement noted.

Discharge Features

The Big Eddy lodge and Dworshak State Parks Administration office contains four bathrooms with a total of two floor drain and four sinks.

There are also food preparation areas that with a total of six sinks.

There is an apartment in the upstairs of the lodge with two sinks and a shower.

The lodge also contains a washing machine with drain.

Pits, Ponds, and Lagoons

No pits, ponds, or lagoons were observed on site, but there is a surface water treatment facility owned and operated by the Corps to the west of the lodge.

Solid Waste Dumping /Landfills

No dumping or landfills observed. The grounds at the site were clean.

Stressed Vegetation

No stressed vegetation was observed during the site reconnaissance.

Waste and/or Water Treatment Systems

No water or wastewater treatment systems at the site.

Wells

No wells are present at the site.

FREEMAN CREEK CAMPGROUND SITE VISIT FINDINGS

A site reconnaissance was conducted on May 17, 2021, by Jarrett Schuster, Corps Environmental Resource Specialist. Those present during the inspection included Anthony Ames and Marjon Librando, Corps Real Estate Specialists; Paul Pence, Dworshak Natural Resource Manager; Matthew Carlock, Corps Safety Specialist; and Nathan Blackburn and Randy Rausin of the IDPR.

Weather conditions at the time of the site reconnaissance were overcast and cloudy in the morning with temperatures around 60°F, temperatures rose to 70°F in the afternoon. The visual reconnaissance consisted of walking the area leased to the IDPR from boundary to boundary and entering all buildings on site. Photographs of pertinent site features identified during the site reconnaissance and field datasheet are included in Appendix B, Visual Reconnaissance.

Equipment on Site

There is a portable diesel generator stored in the maintenance shed and two 6-gallon 150 pounds per square inch portable air compressors. Oil spills were noted near the generator see the interior staining/corrosion section below.

Hazardous Substances

There is a poorly labeled 1-gallon milk container with an unknown substance, suspected to be mineral spirits, located in a storage shed near the on-site fueling station (Figure 15-5 in Appendix B). This should be properly labeled or disposed of properly.

There is a flammables storage locker with paints, unemptied paint waste, ABS cement, water seal, and lighter fluids; there is also an unlabeled container on the top shelf (Figure 15-6 in Appendix B). The flammables storage locker is rusted and is no longer serviceable, it was recommended to the IDPR to replace the locker (Figure 15-7 in Appendix B).

There is a smaller flammables storage locker containing brake fluids in the maintenance garage. This locker is clean, and no spills or odors were noted (Figure 15-8 in Appendix B).

There are three 45-gallon chlorine tanks, two together and one alone, in the surface water treatment facility (Figure 15-9 in Appendix B). The tank alone is poorly labeled and needs the label replaced (Figure 15-10 in appendix B). These tanks were clean with no odors detected, but the water treatment facility is no longer in use and chemicals should not be stored on site long-term. There is a 45-gallon unlabeled blue drum with a corrosives sticker that may contain

a coagulate used during water treatment (Figure 15-11 in Appendix B). The drum has a leak down one side. The drum needs to be labeled or disposed of properly.

There are two locations where household cleaning chemicals are stored on shelves in closets: the maintenance garage (Figure 15-12 in Appendix B), and one of the bathrooms (Figure 15-13 in Appendix B). Chemicals were properly labeled, and no odors or spills were noted.

Petroleum Products

There is a 300-gallon diesel storage tank with secondary containment and a 500-gallon diesel storage tanks with internal containment (refer to Figure 3-10 above). There was oil staining noted around the 300-gallon tank (see the interior staining/corrosion section below). The 500-gallon tank needs some of the labels replaced. There is a used oil disposal drum next to the 300-gallon tank that is leaking (Figure 15-14 in Appendix B) with standing oil on the lid (Figure 15-15 in Appendix B). The drum should be cleaned, and the standing oil removed from the lid.

There are petroleum products such as oil and oil filters stored on shelves in the garage (Figure 15-16 in Appendix B). There is staining on the shelves and floor, but the containers are clean and properly labeled.

There is paint stored on the floor in the maintenance garage bathroom (Figure 15-17 in Appendix B). The paint containers are clean, and no odors were noted.

There is a wood box on the east side of the gravel parking lot in front of the maintenance garage next to the chain-link fence with unknown, possibly petroleum, chemical stored. Items should be properly stored with labels or disposed of properly.

Underground Storage Tanks

There is a 3,000- gallon septic tank in the Freeman Creek Campground behind the bathroom and showers (Figure 15-18 in Appendix B). A faint odor was detected, but no leaks were noted.

Aboveground Storage Tanks

The 300-gallon and 500-gallon diesel storage tanks near the maintenance garage discussed above.

There are also two water storage tanks of unknown capacity, possibly 200-gallon, in the surface water treatment facility (Figure 15-19 in Appendix B). The tanks are no longer is use. There was corrosion in the form of rust of each tank and staining on the floor around the tanks, see the interior staining/corrosion section below.

Equipment Likely to Contain Polychlorinated Biphenyls

No equipment likely to contain PCBs was observed during the site reconnaissance. Record searches also did not show PCB contamination on the site, but because this Phase 1 Environmental Site Assessment was a cursory evaluation, no tests were conducted to determine the presence of PCBs on site; therefore, it cannot be guaranteed that PCBs were never used on site.

Interior Staining / Corrosion

There are an oil stains on the maintenance garage floor near the generator and a battery charging station, and underneath some boxes of personal protective gear (Figure 15-20 in Appendix B). There is also stained floor and wooden bench in the maintenance garage underneath where the weed eaters, leaf blowers, and chainsaws are stored (Figure 15-21 in Appendix B). Oil stains should be cleaned, and leaking equipment should be repaired. Absorbent pads should also be laid out in areas where staining is prevalent. The wood bench should be cleaned or replaced.

There is staining on the floor in the maintenance garage storage closet. Storage closet floors were covered with sawdust to absorb standing oil and prevent slipping (Figure 15-22 in Appendix B). Oil stains should be cleaned, and leaking equipment should be repaired. Absorbent pads should also be laid out in areas where staining is prevalent.

There is a small stain on the cement floor of the surface water treatment plant underneath the water storage tanks (Figure 15-23 in Appendix B). This stain is likely from water, but could also be from chemicals used to treat the water. The leak should be repaired, and the stain cleaned.

Stained Soils or Pavement

There is an oil stain on the concrete outside of the maintenance garage covered with sawdust (Figure 15-24 in Appendix B). There was also staining on the dirt outside the maintenance garage (Figure 15-25 in Appendix B). Oil stains should be cleaned, and leaking equipment should be repaired. The stained dirt can be dug up and disposed of properly. Absorbent pads should also be laid out in areas where staining is prevalent.

There is oil staining on the cement within the secondary containment of the 300-gallon diesel storage tank (Figure 15-26 in Appendix B). The oil on the floor can spill out of the secondary containment and on to the ground, and there is already staining on the exterior cement and on the soil outside the secondary containment underneath a drain (Figure 15-27 in Appendix B). The secondary containment floor should be cleaned, and absorbent pads laid out to absorb the spills; oil should not be allowed to exit the containment drain. The exterior of the containment should be cleaned, and the dirt dug up and disposed of properly.

There are pads and boards underneath all the equipment park in the vehicle storage shed, some are oil stained (Figure 15-28 in Appendix B). The pads are serving their purpose but should be changed out regularly and disposed of properly.

Discharge Features

There is a drain in the secondary containment of the 300-gallon diesel storage tank, see above.

There are two sinks and a washing machine with drains in the maintenance garage and a floor drain in the maintenance garage bathroom. There is paint stored in the bathroom, see above. All drains appeared clean.

There is a fish cleaning station with three sinks, all appeared clean.

There is a floor drain in the surface water treatment facility where there is interior staining, see above.

There are a total of 14 sinks, seven floor drains, and eight showers with drains between the two Freeman Creek Campground restrooms. All appeared clean.

Pits, Ponds, and Lagoons

There are two sewage lagoons located at Freeman Creek Campground north of the camping sites. The larger sewage lagoon is around an acre in size and has wetland vegetation, mainly cattails, growing in the lagoon (in Appendix B). The smaller lagoon, adjacent and to the south of the larger lagoon, is open water (in Appendix B). There were no odors from the water or oil slicks on the water.

Solid Waste Dumping /Landfills

There is scrap metal (Figure 15-31 in Appendix B) , a rubber tire (Figure 15-32 in Appendix B), and miscellaneous scraps (Figure 15-33 in Appendix B) stored inside the sewage lagoons enclosure west of the sewage lagoons (in Appendix B). The IDPR is currently trying to auction off the scraps for salvaging, but there have been no bids as of May 18, 2021. No contaminants were noted.

There is fill dirt (Figure 15-34 in Appendix B) from excavating the vault toilets and broken concrete (Figure 15-35 in Appendix B) stored outside, to the north, of the sewage lagoons enclosure. The broken concrete will be buried, and the fill dirt spread out. No contaminants were noted.

Stressed Vegetation

No stressed vegetation was observed during the site reconnaissance.

Waste and/or Water Treatment Systems

Two sewage lagoons and a surface water treatment facility as discussed above. The surface water treatment facility is no longer in use and has been replaced by a well system.

Wells

There is one water well on the Property (ID number: 432714). The well was completed in 2012 and is six inches in diameter with a casing depth of 147 feet and a total depth of 161 feet.

THREE MEADOWS GROUP CAMP SITE VISIT FINDINGS

A site reconnaissance was conducted on May 17, 2021, by Jarrett Schuster, Corps Environmental Resource Specialist. Those present during the inspection included Anthony Ames and Marjon Librando, Corps Real Estate Specialists; Paul Pence, Dworshak Natural Resource Manager; Matthew Carlock, Corps Safety Specialist; and Nathan Blackburn and Randy Rausin of the IDPR.

Weather conditions at the time of the site reconnaissance were sunny with temperatures around 70°F. The visual reconnaissance consisted of walking the area leased to the IDPR from boundary to boundary and entering all buildings on site. Photographs of pertinent site features identified during the site reconnaissance and field datasheet are included in Appendix B, Visual Reconnaissance.

Equipment on Site

No equipment was noted at the site.

Hazardous Substances

Household chemicals are stored in the Three Meadows lodge bathroom. Chemicals were labeled and no odors or spills were noted. Lighter fluid was left outside of the lodge near a charcoal barbecue, lids were closed, and no odor or spills were noted.

There is a handheld sprayer with unknown chemicals stored in a metal locker in the shed across, to the west, from the Three Meadows lodge (Figure 15-36 in Appendix B). There are also household chemicals (Figure 15-37 in Appendix B) and pesticides (Figure 15-38 in Appendix B) stored in the shed. There are household chemicals stored on a shelf in the male shower house. All chemicals were properly labeled, and no odors or spills were noted.

There is a 45-gallon unlabeled chlorine tank inside the surface water treatment facility (Figure 15-39 in Appendix B). The chlorine tank should be labeled or disposed of properly.

Petroleum Products

There is a shelf full of paint and stains (Figure 15-40 in Appendix B) and gasoline stored in the shed (Figure 15-41 in Appendix B). There were no odors or spills noted.

Underground Storage Tanks

There is a 3,000-gallon septic tank at the site (Figure 15-42 in Appendix B). There were no odors or leaks detected.

Aboveground Storage Tanks

There is a 200-gallon (approximate) water storage tank in the surface water treatment facility. No leaks were noted, and the tank is disconnected.

Equipment Likely to Contain Polychlorinated Biphenyls

Polychlorinated biphenyls (PCBs) are a mixture of chlorine congeners widely used as dielectric and coolant fluids in transformers, capacitors, and electric motors. PCB production began in 1929 and was banned in the United States in 1979, as these chemicals have been shown to cause cancer in animals and humans. No equipment likely to contain PCBs was observed during the site reconnaissance. Record searches also did not show PCB contamination on the Property, but because this Phase 1 Environmental Site Assessment was a cursory evaluation, no tests were conducted to determine the presence of PCBs on site; therefore, it cannot be guaranteed that PCBs were never used on site.

Interior Staining / Corrosion

There was no interior staining or corrosion noted at the site.

Stained Soils or Pavement

There was no exterior staining noted at the site.

Discharge Features

There are three sinks and four floor drains in the Three Meadows Lodge. All appeared clean. There are a total of 12 sinks, eight floor drains, and a two long shower drains between the two restrooms and shower houses. All appeared clean.

Pits, Ponds, and Lagoons

There are two sewage lagoons on the site north of the Three Meadows Group Camp. The eastern most sewage lagoon had wetland vegetation along the perimeter (Figure 15-43 in

Appendix B) the western most sewage lagoon was open water (Figure 15-44 in Appendix B). There were no odors from the water or oil slicks on the water.

Solid Waste Dumping /Landfills

There is broken concrete and metal dumped outside the sewage lagoon enclosure, to the east (Figure 15-45 in Appendix B). There is also cushion material (Figure 15-46 in Appendix B) and a discarded water storage tank inside the sewage lagoon enclosure (Figure 15-47 in Appendix B). No contaminants were noted.

Stressed Vegetation

No stressed vegetation was observed during the site reconnaissance.

Waste and/or Water Treatment Systems

There is a surface water treatment facility no longer in use with a disconnected 200-gallon (approximate) water tank.

Wells

There is one water well on the Property (ID number: 284688). The well was completed in 1994 and is six inches in diameter with a casing depth of 19 feet and an unspecified total depth.

INTERVIEW

An Interview Questionnaire was provided to Paul Pence, Natural Resource Manager for the Dworshak Project on April 22, 2021. Mr. Pence completed and returned the questionnaire on April 23, 2021. The interview did not indicate the potential presence of any toxic materials. A summary of the interview and contact information is presented in Table 8-1. The Interview Questionnaire are in Appendix C.

Table 8-1. Summary of Interview Questionnaire completed by U.S. Army Corps of Engineers

Role:	Corps Government Official; Representative Land Manager
Title:	Natural Resource Manager, Dworshak Project
Name:	Paul Pence
Email:	Paul.i.Pence@usace.army.mil
Phone:	208-476-1258
Company:	U. S. Army Corps of Engineers
Method:	Submitted Interview Form
Comments:	Prior land use was stated as natural forest. Mr. Pence noted the possible existence of a homestead/s prior to Corps ownership of the land. Mr. Pence stated that the Corps purchased the property where Dworshak State Park is currently located, developed the park, then outgranted the park to State of Idaho. Currently, there are two human waste treatment locations: one at Freeman Creek, and the other at Three Meadows. There is also a fuel storage tank at Freeman Creek shop and a fuel sales barge at Big Eddy Marina. No other known industrial use indicated.

An Interview Questionnaire was provided to Nathan Blackburn, Former Dworshak State Park Manager on April 22, 2021. Mr. Blackburn completed and returned the questionnaire on September 15, 2021. The interview did not indicate the potential presence of any toxic materials. A summary of the interview and contact information is presented in Table 8-2. The Interview Questionnaire are in Appendix C.

Table 8-2. Summary of Interview Questionnaire completed by Idaho Department of Parks and Recreation

Role:	Region Manager; Representative of the-Lessee
Title:	Former Dworshak State Park Manager
Name:	Nathan Blackburn
Email:	Nathan.Blackburn@idpr.idaho.gov
Phone:	208-686-1308
Company:	Idaho Department of Parks and Recreation
Method:	Submitted Interview Form
Comments:	Past uses of the property were exclusively recreation. An above ground fuel storage facility is noted on the interview form, which is included in this report. There were no past or present chemical spills on the property.

RECOMMENDATIONS

The Corps makes the following recommendations to the IDPR.

- Replace the rusted flammables storage locker located outside of the Freeman Creek Campground Garage and Office
- Clean up the oil spills around tanks and used oil drums

SUMMARY OF FINDINGS AND CONCLUSIONS

This ECP report was performed in accordance with ASTM Standard E1527-21. The Corps concludes that RECs with potential for contaminant concentrations above *de minimis* conditions at Dworshak State Park and Big Eddy Marina were not identified.

CONTINUED VIABILITY OF ENVIRONMENTAL SITE ASSESSMENT

ASTM E1527-21 states that an environmental site assessment for which the information was collected or updated within one year prior to the date of the intended transaction may be used provided that the following components of the inquiries were conducted or updated within 180 days of the intended transaction:

- (i) interviews with owners, operators, and occupants;
- (ii) searches for recorded environmental cleanup liens;
- (iii) reviews of federal, tribal, state, and local government records;
- (iv) visual inspections of the property and of adjoining properties; and
- (v) the declaration by the environmental professional responsible for the assessment or update.

The Corps affirms on July 20, 2022 that the required elements have been conducted or updated within the prior 180 days as demonstrated in the following summary.

Interviews with owners, operators, and occupants:

Mr. Paul Pence, Natural Resource Manager for the Dworshak Project originally submitted an interview form on April 22, 2021. Mr. Pence verified the continued validity of his responses in the interview in an email dated July XX, 2022 (Attachment A). The interview did not indicate the potential presence of any toxic materials.

Mr. Nathan Blackburn, Former Dworshak State Park Manager completed and returned the questionnaire on September 15, 2021. Mr. Blackburn verified the continued validity of his responses in the interview in an email dated July XX, 2022 (Attachment B). The interview did not indicate the potential presence of any toxic materials.

Searches for recorded environmental cleanup liens:

Research conducted on July 20, 2022 did not indicate that the Subject Property is subject to any environmental liens.

Reviews of federal, tribal, state, and local government records:

See Section 4 (Environmental Database Review) for updated record search results.

Visual inspections of the property and of adjoining properties:

The property is owned by the Corps and leased to the IDPR. Subject Property use continues to be consistent with the description provided in Section 5 Property History subheading Environmental Liens and Activity/Use Limitations. No construction or changes to property use have occurred or could occur without Corps approval and completed environmental compliance. No changes have occurred on the Subject Property since the last site visit conducted in May 2021. Corps staff from Dworshak Dam Safety, Environmental Compliance Coordinator, Natural Resources, and Real Estate Offices routinely visit and inspect the Subject Property. For these reasons a second site visit for the purpose of this ECP was not conducted.

Declaration by the environmental professional responsible for the assessment or update:

There have been no changes to the Subject Property that would cause potential for contaminant concentrations to rise above *de minimis* conditions at Dworshak State Park and Big Eddy Marina as described in Section 10 (Summary of Findings and Conclusions). Additionally, updated record searches and interviews do not indicate the potential for contaminant concentrations above *de minimis* conditions. The determination in Section 10 remains valid.

REFERENCES

American Society for Testing and Materials (ASTM) International E1527-21. Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process. December 2021.

Engineering Regulation (ER)-200-2-3. Environmental Compliance Policies. DEPARTMENT OF THE ARMY ER 200-2-3 U.S. Army Corps of Engineers Washington, D.C. 20314-1000. October 2010.

ASSESSOR RESUME AND QUALIFICATIONS

ASSESSOR'S PROFESSIONAL EXPERIENCE

Jarrett Schuster, Environmental Resource Specialist

Education:

M.S. Biology. 2015. Eastern Washington University

B.S. Natural Resource Sciences Major: Wildlife Ecology. 2013. Washington State University

Brief Summary of Relevant Experience:

As an environmental resource specialist, Mr. Schuster provides professional advice and guidance in the fields of general ecology, applied biology, and landscape restoration, including written and oral presentations of professional judgments in these areas. He also conducts biological,

physical, and related environmental studies to ensure Corps projects comply with applicable environmental laws and regulations. He participates in field work to collect samples and document baseline biological, ecological, aesthetic, and physical environmental conditions to provide input for assigned environmental studies.

ASSESSOR'S PROFESSIONAL EXPERIENCE

John Hook, Senior Environmental Resource Specialist

Education:

M.S. Forest Resources. 2011. University of Georgia

B.S. Biology. 2008. Cleveland State University

Brief Summary of Relevant Experience:

Mr. Hook has over 10 years of experience in the performance of environmental studies. In his role as a Senior Environmental Resource Specialist with the US Army Corps of Engineers he is responsible for the preparation of Environmental Assessments, Records of Environmental Consideration, Biological Assessments, Feasibility Studies, and Hazardous, Toxic, and Radioactive Waste Reports. He has extensive experience in field sampling, site history research, interaction with clients and state regulatory agencies, interpretation and evaluation of environmental conditions, and development of recommendations for future investigations.

APPROVER'S PROFESSIONAL EXPERIENCE

Matthew W. Drumheller, Environmental Compliance Coordinator

Education:

B.S., Environmental Sciences Regional and Community Planning, American Military University

Brief Summary of Relevant Experience:

Mr. Matthew Drumheller has been an environmental compliance coordinator for the Walla Walla Corps of Engineers for the past 7 years as a project site environmental coordinator for several large hydropower projects within the district. Two years ago, he became the lead environmental coordinator for the Walla Walla District in operations. His duties include ensuring all environmental regulations and safety regulations are followed in order to maintain compliance with applicable Federal and State laws. Matthew is well versed in Spill Prevention Control and Countermeasure planning, Hazardous Waste Disposal and Manifesting, National Pollution Discharge Elimination Permitting, Toxic Substance Control Acts, Drinking Water Regulation, Wastewater regulation, Storm Water Compliance, ICS- 300 level, HAZWOPER 40 hour and 8-hour train the trainer, and all applicable OSHA and Safety Regulations.

SIGNATURE & QUALIFICATIONS

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in 312.10 of 40 Code of Federal Register (CFR) 312 and the ASTM Standard.

I have the specific qualifications, based on education, training, and experience to assess a Property of the nature, history, and setting of the Property. I have developed and performed the Phase I ESA in conformance with the ASTM and CERCLA standards and practices set forth in 40 CFR 312 and the ASTM standard.

PREPARED IN MAY 2021 BY:

Jarrett Schuster
Environmental Resource Specialist

UPDATED IN JULY 2022 BY:

John Hook
Sr. Environmental Resource Specialist

APPROVED BY:

Matthew Drumheller
Walla Walla District Environmental Compliance Coordinator

Attachments:

Attachment A: Paul Pence Interview Statements Verification email dated July 20, 2022.

Attachment B: Nathan Blackburn Interview Statements Verification email dated July 23, 2022

Appendix A Historical Photos and Maps

Year: 1954

North Fork Clear Water River, Idaho



Figure 14-1. Aerial Photograph North Fork Clearwater River, 1954

Year: 1963

North Fork Clear Water River, Idaho



Figure 14-2. Aerial Photograph North Fork Clearwater River, 1963

Year: 1973

North Fork Clear Water River, Idaho



Figure 14-3. Aerial Photograph of Dworshak Dam on the North Fork Clearwater River, 1973

Year:1992

Big Eddy Marina



Figure 14-4. Aerial Photograph Big Eddy Marina, 1992

Year: 1992

Freeman Creek Campground



Figure 14-5. Aerial Photograph Freeman Creek Campground, 1992

Year: 1992

Three Meadows Group Camp



Figure 14-6. Aerial Photograph Three Meadows Group Camp, 1992

Year: 2003

Freeman Creek Campground



Figure 14-7. Aerial Photograph Freeman Creek, 2003

Year: 2004 Three Meadows Group Camp



Image USDA Farm Service Agency

Figure 14-8. Aerial Photograph Three Meadows Group Camp, 2004

Year: 2013

Big Eddy Marina



Figure 14-9. Aerial Photograph Big Eddy Marina, 2013

Year: 2013

Freeman Creek Campground



Figure 14-10. Aerial Photograph Freeman Campground, 2013

Year: 2013 Three Meadows Group Camp



Figure 14-11. Three Meadows Group Camp, 2013

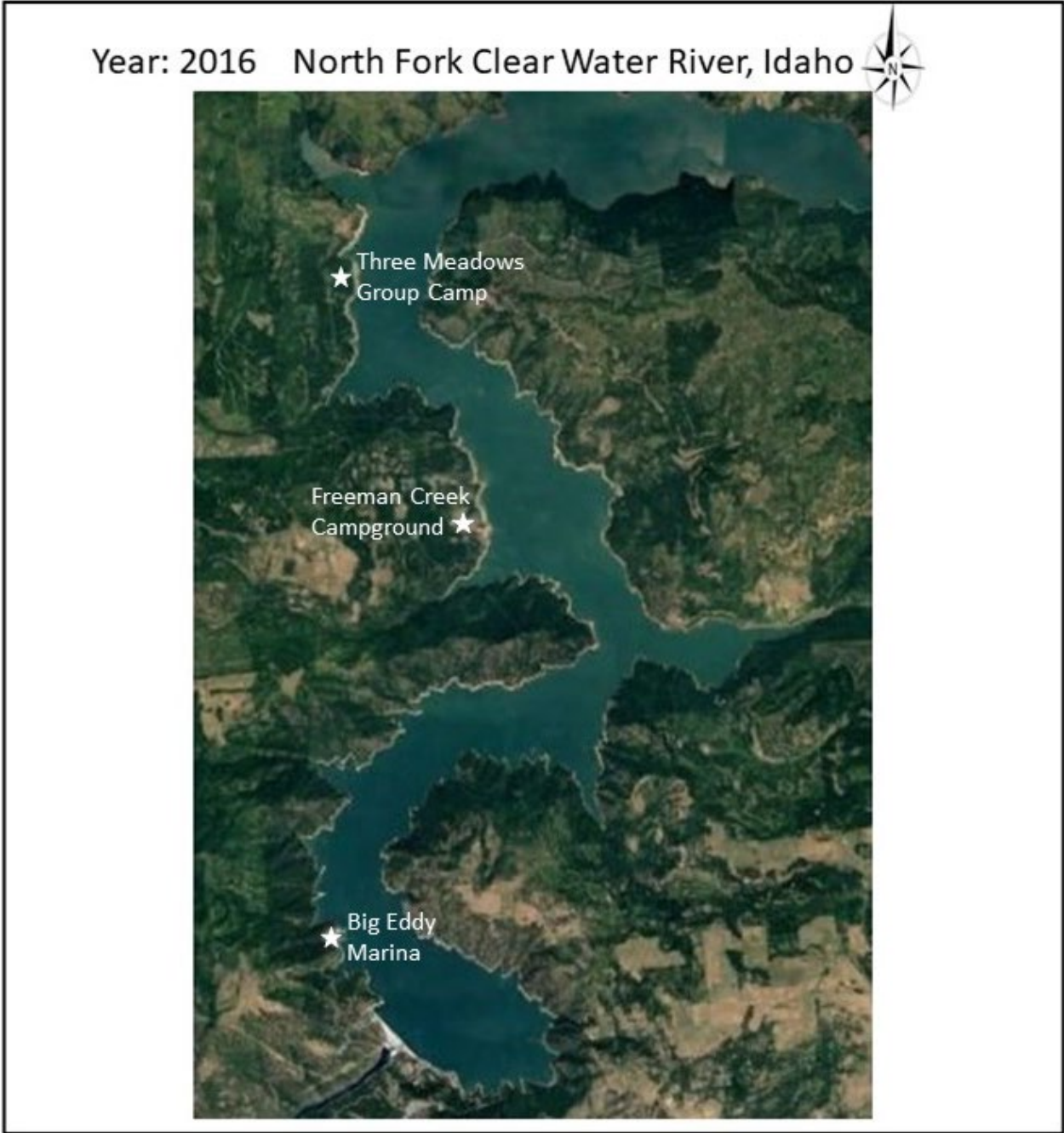


Figure 14-12. Aerial Photograph North Fork Clearwater River, 2016



Figure 14-13. 1961 Ahsanka U.S. Geological Survey Topographical Map
Scale 1:62500; Contour Interval 80 feet

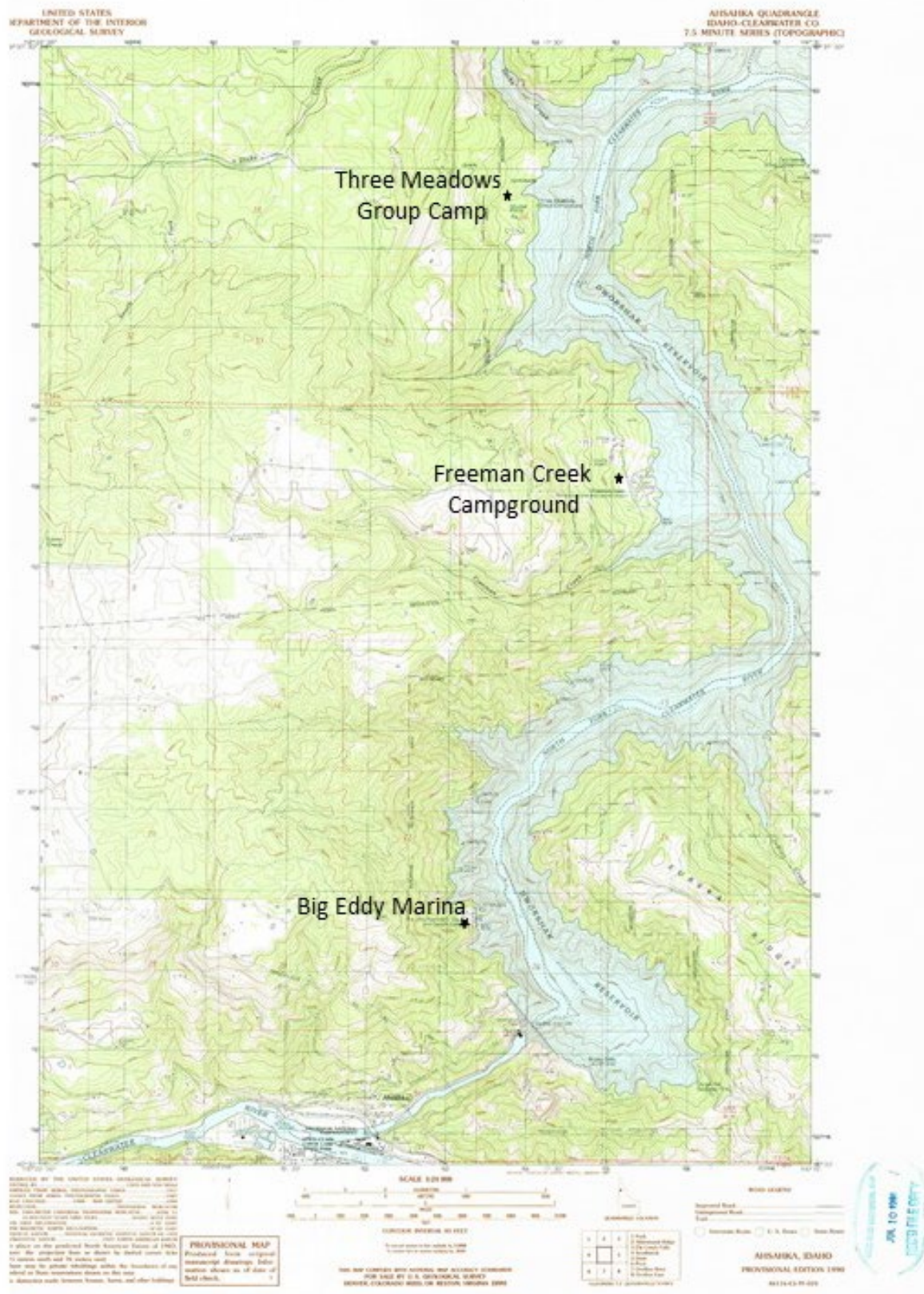


Figure 14-14. 1990 Ahsahka U.S. Geological Survey Topographical Map
Scale 1:24000; Contour Interval 40 Feet

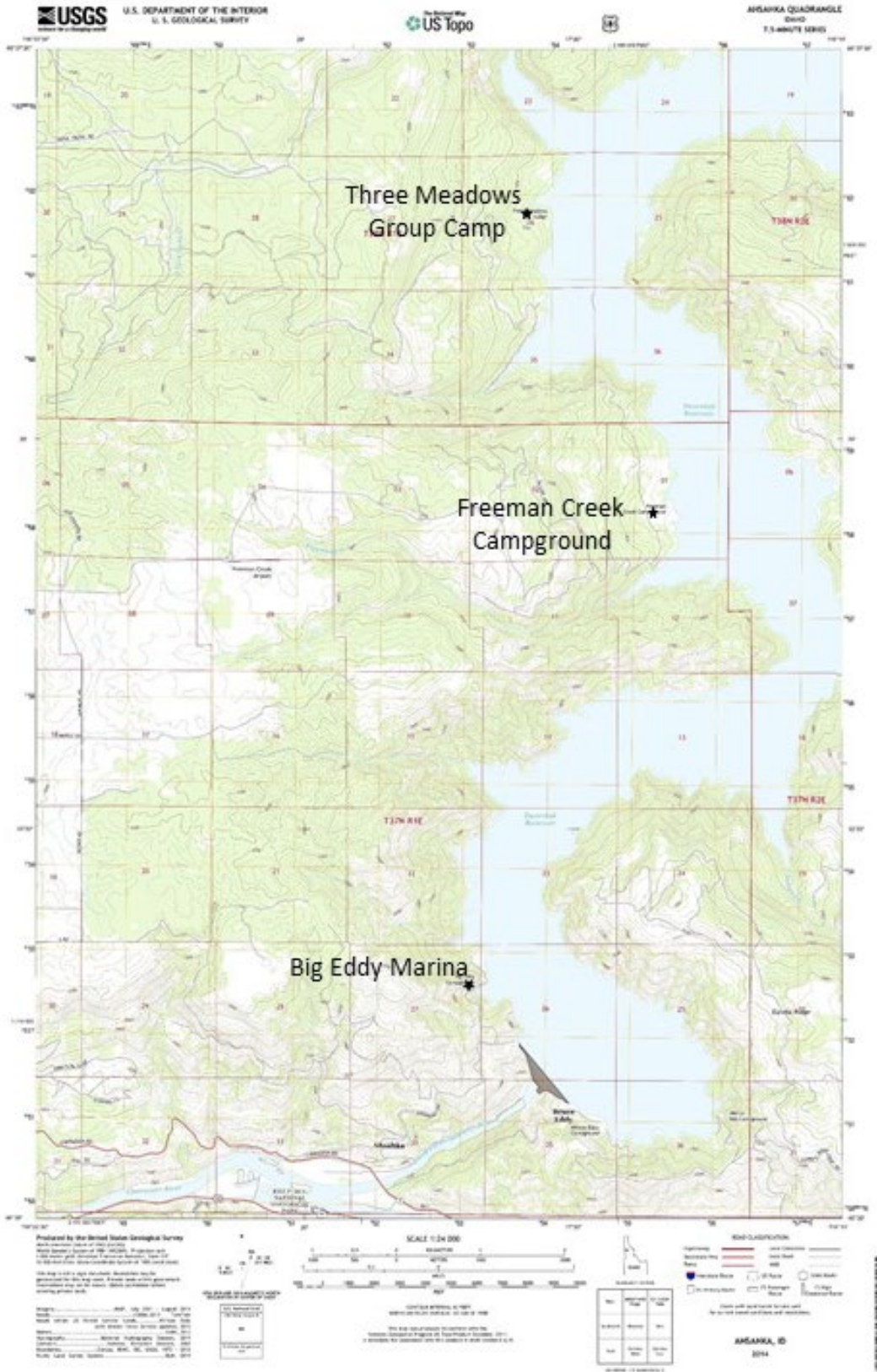


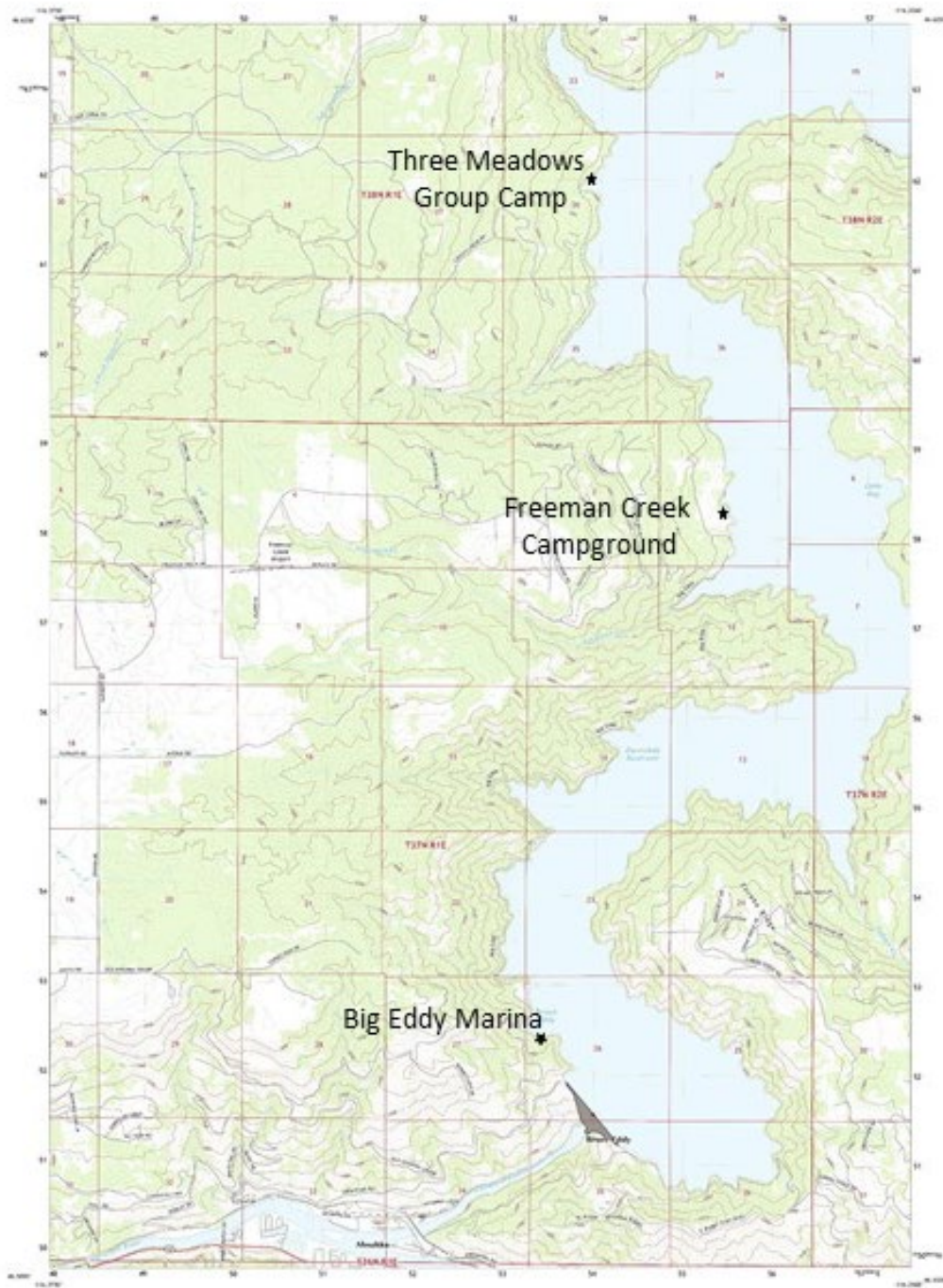
Figure 14-15. 2014 Ahsahka U.S. Geological Survey Topographical Map
Scale 1:24000; Contour Interval 40 Feet



U.S. DEPARTMENT OF THE INTERIOR
U.S. GEOLOGICAL SURVEY



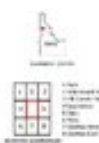
AHSAHKA QUADRANGLE
Sheet
7.5-MINUTE SERIES



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SYMBOL CLASSIFICATION
 Campground
 Marina
 Water
 Grid
 AHSAHKA, ID
 2020

Figure 14-16. 2020 Ahsahka U.S. Geological Survey Topographical Map
 Scale 1:2400; Contour Interval 40 Feet

Appendix B Visual Reconnaissance Datasheet

Site Visit: Big Eddy

Date: May 17, 2021

Present: Corps: Tony Ames and Marjon Librando, Paul Pence and Matthew Carlock
(Real Estate) (Dworshek)

Jerrett Schuster, Nate Blackburn
(Env. Compliance) (IDPR)

Weather Conditions: Sunny 80°

General site Description (closest surface water, topography, number of buildings, observations from north, south, east, and west, etc.)

North: Play ground and picnic structure

East: Dworshek Lake & Marina

South: Picnic area, grass field, paved parking lot

West: gravel parking lot, two buildings (small)

Topography slopes up to the west and down to the marina on the east.

Equipment on site (generators, air compressors, hydraulic, etc.)

Hvac System (pic)

utility closet - clean (pic)

Air handler room - clean (pic), but with 1 can of primer on floor (pic)

Hazardous Substances (strong, pungent, or noxious odors):

Storage closet with common household chemicals - all labeled (pic)

Flammable storage bucket - locked, no guess (pic) - near over water fueling station

Petroleum Products: Spilling

over water fueling station 1,500 gal unleaded gasoline tank

Underground Storage Tanks (vent pipes):

None on site

Aboveground Storage Tanks (drums, barrels, or containers \geq 5 gal, cleaning supplies):

Floating over water Pooling Station (P.C.)
1,500 gal.

Equipment Likely to Contain Polychlorinated Biphenyls (pad or pole-mounted transformers and/or capacitors):

None noted

Interior Staining/Corrosion:

None noted

Stained Soil or Pavements:

None noted

Discharge Features (floor drains, catch basins, oil/water separators, etc.):

2 bathrooms with floor drains and sinks (P.C.) - downstairs

2 bathrooms no floor drains with sinks (P.C.) - upstairs

1 washing machine with drain (P.C.)

6 total sinks with drains

UPstairs apartment with sink, bathroom - sink & shower (P.C.s)

Page | 2

Pits, Ponds, and Lagoons (surface water sheen, discoloration, floating trash, etc.):

none on site - water treatment facility to the west on
COIPS managed land

Solid Waste Dumping/Landfills (trash, refuse, dumped fill dirt, etc.):

none on site

Stressed Vegetation:

none noted

Waste and/or water treatments systems:

No

Wells:

No

Notes: N/A



Figure 15-1. Heating and air conditioning equipment room in the Big Eddy Marina Lodge



Figure 15-2. Household cleaning chemicals stored in the Big Eddy Marina Lodge utility closet



Figure 15-3. Locked flammables storage locker near floating fueling station at the Big Eddy Marina

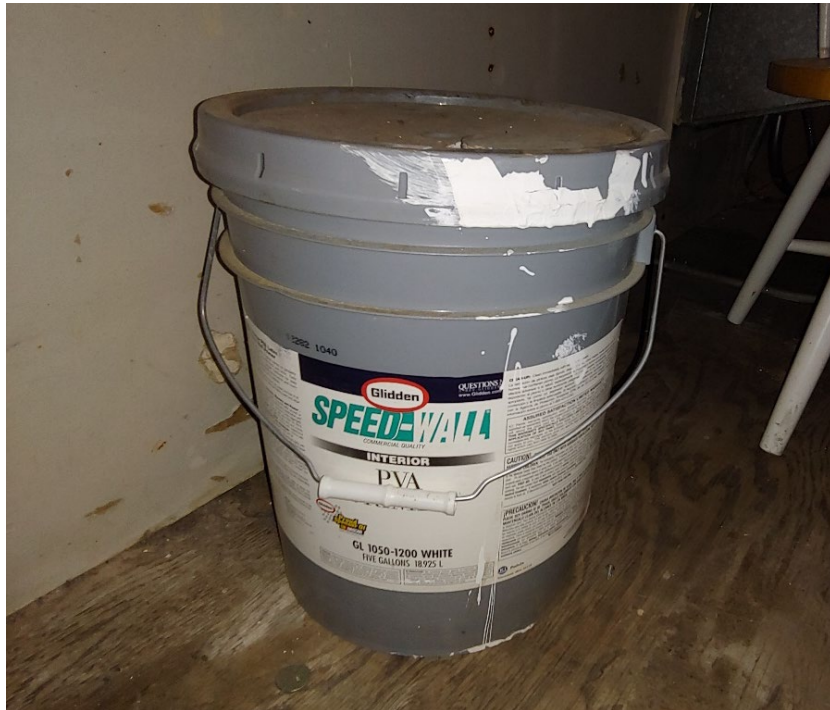


Figure 15-4. Primer Paint on the floor in the air ventilation room in the Big Eddy Lodge

Site Visit: Freeman creek

Date: May 18, 2021

Present: Matthew Carlock and Paul Pence, Tony Ames and Margen L. Brando
(Dwarshak) (Corps Real Estate)

Jerrett Schuster, Kate Blackburn and Randy Rausin
(Corps Environmental Compliance) (ID Parks and Recreation)

Weather Conditions:

Morning: overcast, breezy, ~60°F

Afternoon: sunny ~70°F

General site Description (closest surface water, topography, number of buildings, observations from north, south, east, and west, etc.)

North: Forest

East: Dwarshak Reservoir

South: Forest

West: Forest

4 buildings: ~~webb~~ vehicle storage, office & garage, fueling station, fish cleaning station
(PIC) (PIC) (PIC)
1 plumbed bathroom with showers (PIC)
6 vault toilets 6 sinks, 10 toilets,
4 cabins

Slopes west to east towards reservoir

Equipment on site (generators, air compressors, hydraulic, etc.)

Portable generator in the garage

wood box near gravel parking lot with unknown materials stored inside (possible flammable storage locker in garage full of brake fluid (PIC) Petroleum)

2 Portable air compressors: 6 gal - 150 psi

Hazardous Substances (strong, pungent, or noxious odors):

Poorly labeled milk jug in ^{shed near fuel station} garage with chemical inside (possible minerals, acids)

Flammable storage locker with paint, unemptied paint disposal (PIC), rusted, no longer serviceable (PIC) unlabeled jug, water seal (PIC), ABS cement, lighter fluids

labeled household chemicals in bathroom storage closet (PIC)

3 45 gal chlorine tanks (PIC)

45 gal unlabeled blue drum - labeled corrosive - coagulate

Petroleum Products:

300 gal diesel storage with secondary containment (PIC)

500 gal diesel storage with internal containment (PIC) - labels need replaced

used oil disposal drum (PIC) - drum leaking with standing oil on 1 of

Underground Storage Tanks (vent pipes):

3,000 gal Septic tank in campground (pic)

Aboveground Storage Tanks (drums, barrels, or containers \geq 5 gal, cleaning supplies):

300 & 500 gal diesel storage tanks

Equipment Likely to Contain Polychlorinated Biphenyls (pad or pole-mounted transformers and/or capacitors):

None

Interior Staining/Corrosion:

vehicle storage: Pads under all parked equipment, some leaks on pads (pic)
garage: Stained concrete with sawdust (pic), stained concrete in storage closet with sawdust (pic), stained floor near weed eaters and leaf blowers (pic)
→ Stained soil outside garage (pic)
Stain on floor of water treatment plant (pic)

Stained Soil or Pavements:

oil stained ground in secondary containment for 300 gal diesel storage tank (pic)
Stained soil outside secondary containment for 300 gal tank under drain (pic)
~~Stained soil with sawdust~~

Discharge Features (floor drains, catch basins, oil/water separators, etc.):

drain from secondary containment of 300 gal diesel tank - stained soil (pic)
1 sink in garage, 1 washing machine, 1 bathroom with toilet, sink, and floor drain
3 sinks in fish cleaning station
bathroom: 6 sinks, 10 toilets, floor drain, utility closet with 2 floor drains and 2 sinks
bathroom with showers: 6 sinks, 6 toilets, 4 floor drains, 1 shower drain
floor drain in water treatment plant
hazardous materials stored in bathroom (pic) chemicals

Pits, Ponds, and Lagoons (surface water sheen, discoloration, floating trash, etc.):

Sewage lagoon (p.c.) ~ 1 acre
open water and wetland

Solid Waste Dumping/Landfills (trash, refuse, dumped fill dirt, etc.):

broken concrete and fill dirt stored outside sewage lagoon (p.c.)
metal and m.s.c. supplies stored ~~inside~~ inside sewage lagoon enclosure (p.c.)
rubber tires in sewage lagoon enclosure
Fill dirt from vault toilet inside

Stressed Vegetation:

none noted

Waste and/or water treatments systems:

Sewage lagoon

water treatment plant: 2 ~ 200 gal MT 30 tanks

Wells:

one 460' well

Notes: N/A



Figure 15-5. Poorly or mislabeled container in the Freeman Creek maintenance shed



Figure 15-6. Content of a flammables storage locker at the Freeman Creek Campground maintenance area



Figure 15-7. Rusted flammables storage locker at the Freeman Creek Campground maintenance area



Figure 15-8. Flammables storage locker containing brake fluids in the Freeman Creek Campground Maintenance garage



Figure 15-9. Two 45-gallon chlorine tanks in the Freeman Creek Campground surface-water treatment facility



Figure 15-10. Poorly labeled 45-gallon chlorine tank at the Freeman Creek surface-water treatment facility



Figure 15-11. Unlabeled 45-gallon drum with corrosive sticker in the Freeman Creek Campground surface-water treatment facility



Figure 15-12. Storage closet with household chemicals at the Freeman Creek Campground maintenance garage



Figure 15-13. Bathroom closet with household chemicals at the Freeman Creek Campground maintenance garage



Figure 15-14. Used oil disposal drum with oil drips at the Freeman Creek Campground maintenance area



Figure 15-15. Used oil disposal drum with standing oil on the lid at the Freeman Creek Campground maintenance area



Figure 15-16. Petroleum products stored on shelves in the Freeman Creek Campground maintenance garage



Figure 15-17. Paint stored on the floor of the bathroom in the Freeman Creek Campground maintenance garage



Figure 15-18. Freeman Creek Campground 3,000-gallon septic tank



Figure 15-19. Water storage tanks in the Freeman Creek Campground surface water treatment facility



Figure 15-20. Stained floor near the generator in the Freeman Creek Campground maintenance garage



Figure 15-21. Stained floor and wood bench underneath yard work equipment in the Freeman Creek Campground maintenance garage

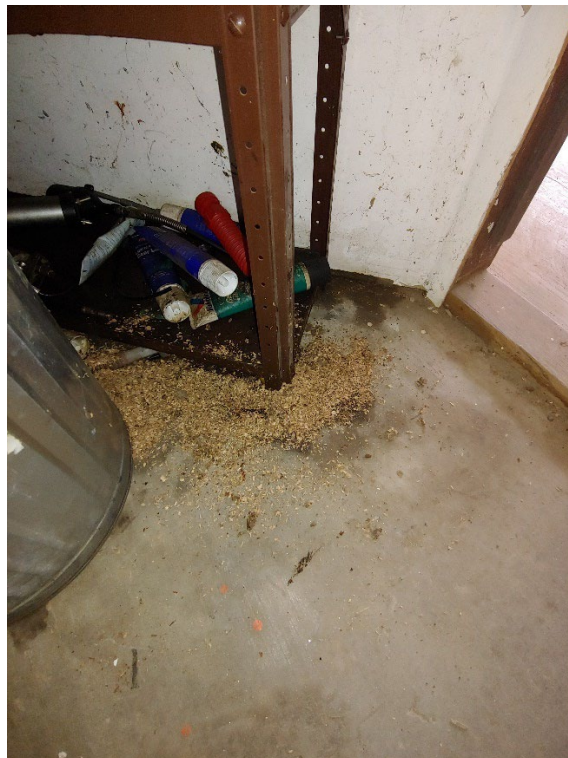


Figure 15-22. Stained floor covered in sawdust in a storage closet in the Freeman Creek Campground maintenance garage



Figure 15-23. Staining on the cement floor underneath a water storage tank at the surface water treatment facility at Freeman Creek Campground



Figure 15-24. Stained cement covered in sawdust outside the Freeman Creek Campground maintenance garage



Figure 15-25. Stained soil outside the Freeman Creek Campground maintenance garage



Figure 15-26. Stained cement floors of the 300-gallon diesel storage tank secondary containment at Freeman Creek Campground



Figure 15-27. Stain soil and cement outside the 300-gallon diesel storage tank secondary containment at Freeman Creek Campground



Figure 15-28. Vehicles parked with absorbent pads underneath in the vehicle storage shed at Freeman Creek Campground



Figure 15-29. Larger sewage lagoon at Freeman Creek Campground with wetland vegetation



Figure 15-30. Smaller sewage lagoon at Freeman Creek Campground



Figure 15-31. Metal scraps inside the sewage lagoons enclosure at Freeman Creek Campground



Figure 15-32. Rubber tire and other scraps inside the sewage lagoons enclosure at Freeman Creek Campground



Figure 15-33. Miscellaneous scraps inside the sewage lagoons enclosure at Freeman Creek Campground



Figure 15-34. Fill dirt outside the sewage lagoons enclosure at Freeman Creek Campground



Figure 15-35. Broken concrete and fill dirt outside the sewage lagoons enclosure at Freeman Creek Campground

Site Visit: Three meadows

Date: May 18, 2021

Present: Matthew Carlock and Paul Pence, Tony Ames and Marjon Librando,
(Dworshak) (Corps Real Estate)

Jarrett Schuster, Kate Blackburn and Randy Pausin
(Corps Env. Compliance) (IDPR)

Weather Conditions:

Sunny 70°F

General site Description (closest surface water, topography, number of buildings, observations from north, south, east, and west, etc.)

Surrounded by forest

9 cabins

Slopes west to east towards reservoir

Three meadows lodge (pic)

2 Shower houses

Storage shed

Equipment on site (generators, air compressors, hydraulic, etc.)

none

Hazardous Substances (strong, pungent, or noxious odors):

household chemicals in bathroom of Three meadows lodge (pic)

lighter fluid outside lodge (pic)

rack full of paint and stains (pic)

male shower house household chemicals - labeled

sprayer with chemicals in
storage shed - unlabeled (pic)

Petroleum Products:

gasoline in storage shed (pic)

household chemicals in storage
shed

rodenticide in storage shed.

Underground Storage Tanks (vent pipes):

3,000 gal septic tank (pic)

Aboveground Storage Tanks (drums, barrels, or containers \geq 5 gal, cleaning supplies):

none

Equipment Likely to Contain Polychlorinated Biphenyls (pad or pole-mounted transformers and/or capacitors):

none

Interior Staining/Corrosion:

none

Stained Soil or Pavements:

none

Discharge Features (floor drains, catch basins, oil/water separators, etc.):

Three meadows lodge: 3 sinks, 4 floor drains

Shower house: 6 sinks, 5 toilets, 4 floor drains, 1 shower drain
(each)

Pits, Ponds, and Lagoons (surface water sheen, discoloration, floating trash, etc.):

Sewage lagoon - open water (pic)

Solid Waste Dumping/Landfills (trash, refuse, dumped fill dirt, etc.):

broken concrete and metal dump (pic)

cushioning material dump in sewage lagoon enclosure (pic)

Discarded water storage tank in sewage lagoon enclosure (pic)

Stressed Vegetation:

none noted

Waste and/or water treatments systems:

untreated 45 gal chlorine tank (pic), disconnected ~ 200 gal water tank

Wells:

one well - unknown depth

Notes:

N/A



Figure 15-36. Handheld sprayer full of unknown chemicals inside the Three Meadows Group Camp shed



Figure 15-37. Household chemicals stored in the Three Meadows Group Camp shed



Figure 15-38. Pesticides stored in the Three Meadows Group Camp shed



Figure 15-39. Unlabeled 45-gallon chlorine tank inside the Three Meadows Group Camp surface water treatment facility



Figure 15-40. Paints and stains stored in the Three Meadows Group Camp shed



Figure 15-41. Gasoline stored in the Three Meadows Group Camp shed



Figure 15-42. Three Meadows Group Camp 3,000-gallon septic tank



Figure 15-43. Three Meadows Group Camp sewage lagoon with wetland vegetation around the perimeter



Figure 15-44. Open water sewage lagoon at Three Meadows Group Camp



Figure 15-45. Discard concrete and metal culverts at Three Meadows Group Camp



Figure 15-46. Discard cushion material inside the Three Meadows Group Camp sewage lagoons enclosure



Figure 15-47. Discard water tank inside the Three Meadows Group Camp sewage lagoons enclosure

Appendix C Interview Questionnaires

ENVIRONMENTAL CONDITION OF PROPERTY Interview Form

Question	Response	Details
Were Interviews Conducted During the Site Reconnaissance?	Yes/No	
Person Interviewed	Paul Pence	
Interviewee's Contact information	Paul.j.pence@usace.army.mil 208-476-1258	
Interviewee's relationship to the property	Natural Resource Manager Dworshak Project	
What are the past use(s) of the property? Was the property ever used for industrial purposes, as a <u>gasoline</u> station, motor repair facility, dry cleaners, photo developing laboratory, junkyard, landfill, recycling facility, or waste treatment, storage, disposal, or processing center?	Possible homestead prior to COE ownership. There are currently two human waste treatment locations, one at Freeman Creek, the other at Thre-meadows. No other known industrial uses.	
Are you aware of current or past chemical or petroleum products storage or use on the property?	Yes/No/Unaware	Yes, fuel storage tank at Freeman Creek shop. Fuel sales barge at marina.
Are you aware of spills of chemicals or petroleum on the property or nearby properties?	Yes/No/Unaware	Unaware
Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals, hazardous substances or petroleum products in individual containers of greater than five gallons in volume or 50 gallons in the aggregate, stored on or used at the property?	Yes/No/Unaware	Unaware
Are you aware of environmental cleanups on or near the property?	Yes/No/Unaware	No
Any other discussion or comments relating to the environmental condition of the property?	State park with typical campground park use. COE purchased the property, developed the parks and outgranted to State. Land uses prior were natural forests and/or homestead.	

ENVIRONMENTAL CONDITION OF PROPERTY
Interview Form

Question	Response	Details
Were Interviews Conducted During the Site Reconnaissance?	Yes	All of these questions were discussed and noted by a representative of the USACE at the time.
Person Interviewed	Nathan Blackburn	
Interviewee's Contact information	Nathan.blackburn@idpr.idaho.gov 208-686-1308	
Interviewee's relationship to the property	Former Park Manager	
What are the past use(s) of the property? Was the property ever used for industrial purposes, as a <u>gasoline station</u> , motor repair facility, dry cleaners, photo developing laboratory, junkyard, landfill, recycling facility, or waste treatment, storage, disposal, or processing center?	Exclusively recreation	
Are you aware of current or past chemical or petroleum products storage or use on the property?	Yes	There is a current above ground fuel storage facility
Are you aware of spills of chemicals or petroleum on the property or nearby properties?	No	There have been no chemical spills on the property I am aware of.
Are there currently any damaged or discarded automotive or industrial batteries, pesticides, paints, or other chemicals, hazardous substances or petroleum products in individual containers of greater than five gallons in volume or 50 gallons in the aggregate, stored on or used at the property?	No	
Are you aware of environmental cleanups on or near the property?	No	
Any other discussion or comments relating to the environmental condition of the property?	None	

From: [Pence, Paul J CIV USARMY CENWW \(USA\)](#)
To: [Hook, John D CIV USARMY CENWW \(USA\)](#)
Subject: RE: Dworshak State Park ECP Interview
Date: Wednesday, July 20, 2022 3:36:24 PM

All Good John

Thank you
Paul J. Pence
Chief Natural Resources
Dworshak Dam and Reservoir
Paul.J.Pence@usace.army.mil
208-476-1258 desk
208-715-0071 cell

Visit us on Facebook
<https://www.facebook.com/#!/dworshakdam>

-----Original Message-----

From: Hook, John D CIV USARMY CENWW (USA) <John.D.Hook@usace.army.mil>
Sent: Wednesday, July 20, 2022 1:40 PM
To: Pence, Paul J CIV USARMY CENWW (USA) <Paul.J.Pence@usace.army.mil>
Subject: Dworshak State Park ECP Interview

Hi Paul,

Attached is an interview form you completed regarding Dworshak State Park in 2021. We are revisiting the ECP report. Can you confirm that your answers are still accurate?

Thanks,

John

From: [Nathan Blackburn](#)
To: [Hook, John D CIV USARMY CENWW \(USA\)](#)
Subject: [Non-DoD Source] RE: Dworshak State Park ECP Interview
Date: Saturday, July 23, 2022 11:29:20 AM

The answers are still accurate.

Nathan Blackburn
Park Manager
Heyburn State Park
McCroskey State Park

From: Hook, John D CIV USARMY CENWW (USA) <John.D.Hook@usace.army.mil>
Sent: Wednesday, July 20, 2022 1:43 PM
To: Nathan Blackburn <nathan.blackburn@idpr.idaho.gov>
Subject: Dworshak State Park ECP Interview

Hi Nathan,

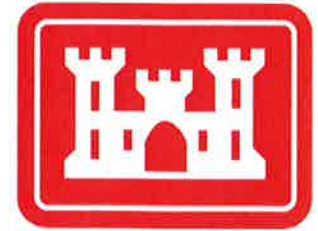
Attached is an interview form you completed regarding Dworshak State Park in 2021. We are revisiting the ECP report. Can you confirm that your answers are still accurate?

Thanks,
John Hook
Environmental Resource Specialist
USACE Walla Walla District
509-527-7239



Big Eddy Marina Condition Report

Dworshak Reservoir – USACE Walla Walla District
30th of July, 2021



Introduction

HDB Marine was contracted by the U.S. Army Corp of Engineers to perform a visual inspection of the Big Eddy Marina on the Dworshak Reservoir. The purpose of this contract is to evaluate the condition of the marina & estimate the useable lifespan. HDB has been on site multiple times over the previous year due to a separate contract with the marina Lessee (Idaho Dept. of Parks & Rec.). Upon entering this Contract, HDB sent its in-house Engineering Tech to the marina to perform a directed evaluation – this report is based on that trip along with observations from his previous two trips for the contract with the Lessee.

Please note that this contract excludes the anchor system & all underwater structures.



Figure 1 – Marina overview at lower water level.

History

This marina was constructed by Shore Master around 2001. It is an aluminum frame dock with polyethylene encapsulated polystyrene floats. The dock is decked with treaded aluminum decking & has non-incised pressure-treated 3x12 (non-structural) waler boards. It is hinged in sections with aluminum barrel hinges welded to the framing & utilize, what appear to be, stainless steel hinge pins.

It is anchored in place with (6) Wintech HM24W winches – (2) winches from the dock to shore, (2) on-shore for side-to-side translation & (2) out-bound winches tied to 1” mainline cables from separate platforms holding Beebe Bros 25-ton barge winches.

Water levels on Dworshak Reservoir typically fluctuate 90-feet annually – with potential for more – and can change several feet in a day. This repetitive change in water level means that the marina is constantly shifting around which can sometimes lead to premature wear.

Observations

First impression of the marina is that it is in great shape for its age. Visually the deck is generally clean with little, to no signs of wear (reference *Figure 2*). However, the walers & bumper stripping are severely degraded (reference *Figures 2 & 3*).



Figure 2 – Deck condition



Figure 3 – Waler & Bumper condition

With this design the decking is recessed below the main structural elements around the perimeter (as seen in *Figure 3* above). This provides an easily accessible view of the frame conditions. From walking the marina none of the primary frames rails appear to have stress areas. The frame welds, and weld affected areas, all appear to be in excellent condition (reference *Figure 4*).

In many locations the barrel hinges are beginning to show/present wear. As can be seen in *Figure 4* the pin retention bolts are beginning to wallow their holes in several locations. In addition, the pin slop is audible in some locations while walking along the main walk. On the northern half of the marina one of the finger hinges has a visible crack that should be repaired before it becomes a larger problem – although no other cracks were observed it is prudent to monitor the situation because more cracks may develop in other locations.

The hinge at the gangway landing is a different design – steel pin plates with a full width rod. It is very sloppy as designed & allows the platform to suddenly shift/list as patrons cross it. The open gap could be a hazard since and should be covered (reference *Figure 6*).

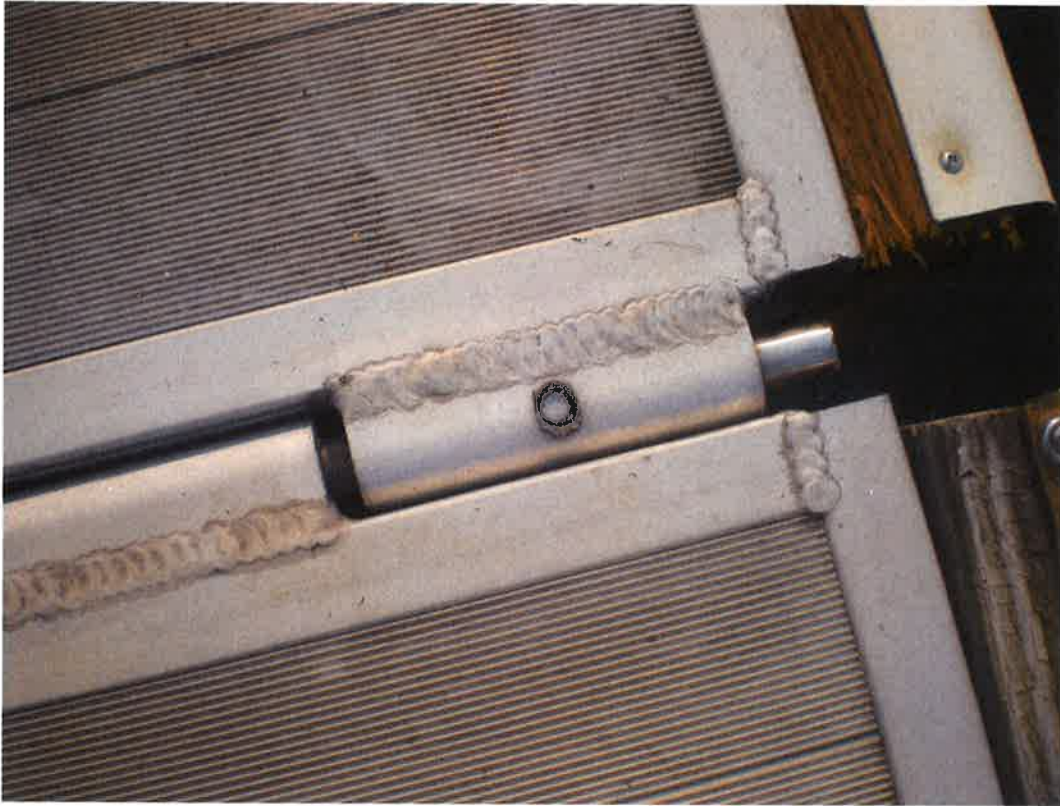


Figure 4 – Weld condition & Hinge wear

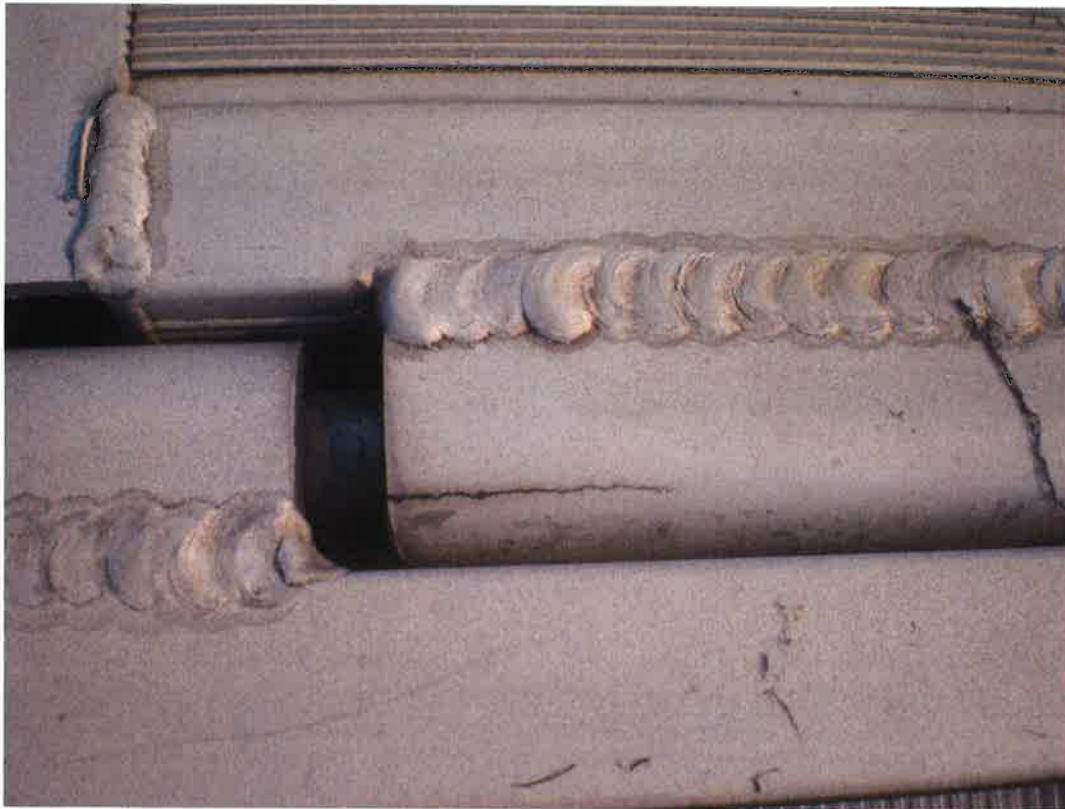


Figure 5 – Cracked Hinge

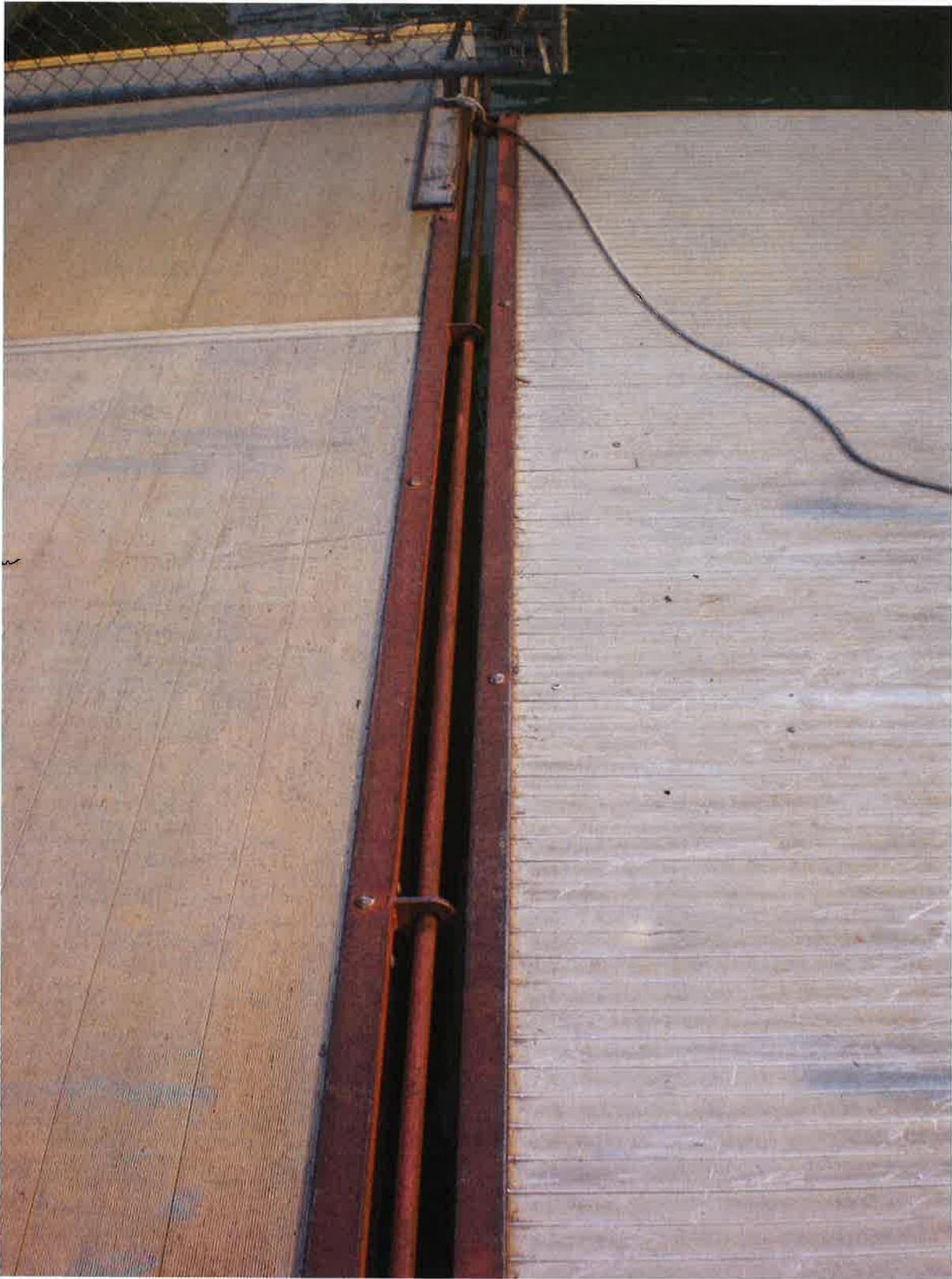


Figure 6 – Gangway landing platform hinge

Marina flotation visually appears to be in good condition. It is still providing the marina with sufficient buoyancy, however, it seems the bouncy feeling while walking the dock indicated that it is absorbing some water. As seen in *Figure 7* the flotation has minimal marine growth impacting the condition of the shell.



Figure 7 – Float conditions

The winch platforms at the lake bound end of the dock are under-floated for the amount of tension in cables. As can be seen in *Figure 8* the outer edge of the platforms has almost reached the maximum capacity. This deficiency is also impacting the outermost section of the docks.



Figure 8 – Winch platform flotation deficiency

Conclusion

The Big Eddy Marina has been very well maintained during its life. Although there are a few issues with it currently it is in great condition and most of the issues are non-structural. All of the waler boards & bumper stripping should be replaced in the near future to provide safe docking for patrons. In addition, the flotation under the winches at the end of the dock should be upgraded to handle the downforce created by the winch system.

It is HDB Marine's opinion that the marina structure will last another 7 to 12 years – provided continued maintenance & barring natural disaster.