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Walking Box Ranch Custodianship Quarterly Progress Report: Period ending April 10, 2009

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QUARTERLY PROGRESS REPORT

**University of Nevada, Las Vegas
Period Covering January 11, 2008 – April 10, 2009**

Financial Assistance Agreement #FAA080093

Custodianship of the Walking Box Ranch Property

Executive Summary

- UNLV provides stewardship of Walking Box Ranch (WBR) by providing a caretaker who oversees the property, facilitating use of the property by researchers and educators, developing a use and research policy for the property, and coordinating these activities with BLM and in accordance with TNC restrictions.
- UNLV currently addresses security issues for the property through the presence of the caretaker and two Metro Officers who stay on the property in rotation.
- UNLV has begun a conversation with Metro to improve security at the ranch in the short term, and also to incorporate security planning for the future constructed site into the design phase through Metro's Crime Prevention Through Environmental Design (CPTED) program.
- UNLV has begun to develop a Premises-use Process, which will be completed during 2009.
- UNLV has begun to develop a Monitoring Process, which will be completed during 2009.
- UNLV is finalizing an agreement with METRO officers permitting the officers to stay on the ranch property, increasing security for the ranch.

Summary of Attachments

- WBR Use Request Form

Project Management Plan Items:

- 1. Provide stewardship of the 40-acre Headquarters Parcel of the Walking Box Ranch.*

a. Maintained and used in accordance with the Conservation Easements and Section 106 of the National Historic Preservation Act and

b. Make available to researchers, educators, students, federal land management personnel, the citizens of the State of Nevada, and the general public during the time that the Walking Box Ranch Field Research and Training Center and Museum are being designed and constructed.

- UNLV provides a caretaker who lives on the premises, who oversees the use of the property, and who is in daily communication with UNLV regarding activities on the property.
- UNLV has finalized a WBR Use Request Form to be submitted by all prospective ranch visitors. Part of the form must be filled out and returned to PLI, indicating the type of use requested and details regarding the requested stay. Applications are reviewed to determine if the requested use conforms to the mission of the property and applicants are subsequently informed whether or not their request is approved.
- Work has continued on the process of formulating a WBR Use Policy describing appropriate uses of the ranch facilities during the three to five-year design and construction period. During this period, the existing buildings will be repaired and renovated and new museum and research center buildings will be constructed. This policy will be finalized during 2009.
- A total of 33 visitors stayed at the ranch during this reporting period for a total of 37 user days.
- The site was also visited by participants in the 50% Design Concept Plan meeting, who included member of EDAW's team and also BLM and UNLV participants, to ground truth plans to date for building location and use.

2. *Be responsible for coordination and facilitation of site security; protection from vandalism; minor/routine repair; day-to-day upkeep of facilities and property; and protection of the 40-acre "Headquarters Parcel" of the Walking Box Ranch and Museum. The UNLV shall be responsible to ensure that the 40-acre "Headquarters Parcel" of the Walking Box Ranch property is managed in a manner consistent with the Conservation Easements on the ranch property; the BLM's management goals objectives, priorities and directives for the property; and within available funding.*

- UNLV provides a caretaker who lives on the premises, and who is a key component in maintaining security on the property.
- UNLV has an informal agreement with Metro officers who currently park two recreational vehicles on the property in which they live part of the week. UNLV provides hookups for the RVs. The officers provide increased security through their part-time presence and the presence of official police vehicles parked on the premises. UNLV is in the process of formalizing this agreement with the officers.

- We are currently working with UNLV Police Officer Jeff Green and Police Services technology expert David Javier, to assess security needs at the ranch and formulate and implement a security plan during and beyond the design and construction phases. With their assistance we have begun a conversation with Kathy Perkins, Crime Prevention Specialist at Metro regarding developing a comprehensive security program for the ranch through Metro's Crime Prevention Through Environmental Design (CPTED) program. Our goal is to improve security at the ranch in the short term and also to incorporate security planning for the future facility into the current design phase.
- 3. *Report any issues of safety or concern to the BLM within a reasonable time period.***
- There were no issues of safety or concern during this reporting period.
- 4. *The UNLV shall be responsible for all reasonable minor repairs to stabilize the ranch buildings and maintain a record of all repairs and costs. The UNLV threshold for single minor repairs shall not exceed \$2,500 per work-order and shall not require prior BLM approval.***
- During this report period the following repairs were made: 1. Fire extinguishers were serviced/replaced, 2. Herbicides were sprayed, 3. The faucet in the bunkhouse in the rear bathroom was repaired, 4. A new lock was put on the front gate entrance for Suburban Propane access.
- 5. *Participate in effective and collaborative partnerships with the BLM.***
- UNLV continues to communicate with BLM regarding all aspects related to custodianship of the property, to take all possible precautions to protect the property, and to use the property in ways that advance BLM's mission.
- 6. *Participate in relevant and required community and governmental meetings, scholarly conferences and educational activities that forward the purposes of this agreement.***
- UNLV participated in a Searchlight Trails meeting, held in Searchlight February 4, 2009 for the community to meet with the Trails committee, and learn about this effort to establish a trail system in this region.
- 7. *Assist BLM with public outreach functions regarding activities at or in relationship to Walking Box Ranch, and the need to restore and protect this historic property.***
- No public outreach activities occurred during this quarterly period.

8. Facilitate the efforts of the BLM to carry out tasks associated with any project to be performed on the Walking Box Ranch so as to in no way cause unreasonable delays or inhibit access to the BLM as required to carry out such projects.

- No such projects were conducted during this time period.

9. Premises-use Monitoring: Create and implement process to coordinate and process requests from universities, other educational institutions, and public and private entities or agencies to conduct research projects on the 40-acre “Headquarters Parcel” of the Walking Box Ranch property or utilize the facilities thereon. Research requests shall be forwarded to the BLM and The Nature Conservancy for approval. Research projects outside of the 40-acre “Headquarters Parcel” of the Walking Box Ranch property are not authorized under this Agreement. The created process will be documented in a report and will include requests forms.

- UNLV will develop a policy that will coordinate research requests and transmit these requests to BLM and TNC. UNLV is finalizing a WBR Use Request Form; responses to this form will indicate if applicants wish to conduct research on the Headquarters Parcel. A second form, currently in preparation, will be triggered requesting detailed information on proposed research to be conducted on the Headquarters Parcel. This process will be formalized and described in a written report to BLM that will include a Research Request form. The report will be delivered to BLM during 2009.

10. Inspections: Create and implement process to conduct visual inspections of on-site facilities and contents and document their current/ongoing condition and prepare written recommendations for the BLM regarding repair, replacement, or upgrade. The created process will be documented in a report and will include inspection forms and recommendation forms.

- UNLV currently has an informal arrangement with the caretaker on conducting daily inspections of the property and keeping a log of these inspections. This process will be formalized and described in a written report to BLM that will include inspection and recommendation forms. The report will be delivered to BLM during 2009.

SUMMARY OF PROJECT PLAN
Walking Box Ranch – Custodianship

Year One Deliverables	Percent Complete as January 10, 2009	Plan for Completion
1. Provide stewardship of the 40 acre Headquarters Parcel of the WBR	10%	Continue to provide caretaker; finalize WBR Use Request Form during the first quarter of 2009; Formulate WBR Use Policy during 2009.
2. Be responsible for coordination and facilitation of site security	10%	Continue to provide caretaker; complete agreement with Metro officers staying at ranch; assess ranch security, formulate security plan, and implement security plan.
3. Report safety or concern issues to BLM.	10%	Continue to report issues of concern to BLM.
4. Be responsible for reasonable minor repairs.	10%	Make necessary repairs as the need arises.
5. Participate in effective and collaborative partnerships with the BLM.	10%	Continue to work collaboratively with BLM to move project forward.
6. Participate in relevant and required community and governmental meetings, scholarly conferences and educational activities.	10%	Participate in meetings whenever they occur.
7. Assist BLM with public outreach functions.	10%	Assist whenever these projects occur.
8. Facilitate BLM efforts with WBR associated projects.	10%	Facilitate whenever the projects occur.
9. Premises – use monitoring: create and implement process to coordinate request to conduct research on the 40-acre Headquarters parcel.	10%	Develop a policy and provide policy and relevant documents to BLM. This report will be delivered to BLM during 2009.

10. Inspections: create and implement process to conduct inspections of facilities and contents and provide recommendations for BLM.	10%	Formalize the ranch inspection process and deliver report summarizing process and relevant documents. This report will be delivered to BLM during 2009.
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Submitted by:


Margaret N. Rees,
Principal Investigator

April 10, 2009
Date

ATTACHMENTS

RULES:

- 1) Assumption of Risk form must be filled out and signed by all visitors
- 2) Notify caretaker of arrival [phone number is located on front gate]
- 3) Check-out with caretaker upon departure in person
- 4) Clean up after yourself, drop trash in dumpster [see 'Guest Information/Cleanup']
- 5) Close all windows and lock all doors to Bunkhouse each time you leave the Bunkhouse and upon departure
- 6) Return any WBR linens to caretaker
- 7) Under NO circumstances will a key be left in any of the access gates to the property – violation of this rule will end future privileges for use of this property. The front gate is daisy-chained with a Nevada Power lock; please return the chains to that position when locking the gate.
- 8) Limit Use of facilities to building(s) checked and approved on the Walking Box Ranch Use Request Form

I agree to comply with the above rules set forth by the management of Walking Box Ranch.

Name/Print

Name/Signature

APPROVAL

Approved Yes No

By _____
Print Name / Title

Signature

Explanation of No Approval

WALKING BOX RANCH TERMS OF OVERNIGHT STAY

Request Form: A Request Form must be filled out and will either be approved or not approved. If approved, please follow the below steps and read the information provided. The leader of the trip must sign the 'Rules' section of this form.

A deposit is required: Please send a \$100 deposit payable to "Board of Regents". If the facility is left in good condition, the deposit may be refundable. Please submit deposit check 5 business days in advance of stay.

Nightly charge: A \$30.00 per person fee will be charged for the use of the Walking Box Ranch Bunkhouse, also payable to the "Board of Regents". You will be billed after your stay.

Assumption of Risk: An "Assumption of Risk" form must be filled out for each person staying at the WBR Bunkhouse (attached)

Rules: The leader of the group must read and agree to the 'rules' set forth in the document above and affix a signature to that portion of this document.

Please refer to the "Guest Information" sheet (attached) for information about Bunkhouse accommodations.

To ensure your reservation please return the following items to the under scribed:

- ✓ This completed form
- ✓ Completed 'Assumption of Risk' form for each guest
- ✓ Deposit check payable to "Board of Regents"

Cathy Willey
4505 S Maryland Pkwy
Box 452040
Las Vegas NV 89154-2040
(702) 895-5165

GUEST INFORMATION

Walking Box Ranch bunkhouse is a comfortable and well-equipped, centrally air conditioned dormitory with good work tables, chairs, a lounge/study area, a few lamps, kitchen, dining area, 3 bedrooms, 2 bathrooms, 3 showers. A cell phone is available for emergency use.

Bedrooms #1 & 3 – each have 2 bunk beds (4 beds), a dresser and wall hooks for clothing
#2 – queen bed, desk, closet, drawers and lamp

Bring sheets or sleeping bag; some pillows available; linens available upon request (quantities limited)

Kitchen

Available for use are:

Plates, cups, bowls, glasses, wine glasses, flatware, knives, chopping board, cooking utensils

Small appliances include a coffee grinder, percolator, toaster and microwave

Refrigerator has several ice cube trays

Sink does not have filtered water, but water quality is good, and drinkable. Feel free to bring your own bottled water or water containers

Electric stove has oven and broiler

BBQ grill outdoors, implements here

Pots, pans, large bowls, measuring cups & spoons

Dustpan and broom, some cleansers and miscellaneous wraps and baggies are available

Supplies stocked: toilet paper, paper towels, and large trash bags

Food

Bring your own food. Perishables that you cannot carry home with you may be left in the refrigerator for caretaker to sort out. Any foods (canned or otherwise) found in the kitchen become community property and may be used by anyone.

Cleanup

Guests are expected to clean up after themselves: Wipe up spills, empty trash and take to dumpster as needed, squeegee shower down after use, wipe sinks, sweep, wipe out refrigerator. Please check the building before final departure. Caretaker will mop and polish floor, scrub toilets, replace stocks of paper goods as needed. Please be sure all windows are closed and locked in Bunkhouse.

Keys

Upon your arrival, caretaker will provide keys to bunkhouse, bedroom, and main gate. These **must be returned** upon checkout, in person, to caretaker.

Cleaning deposit

A cleaning deposit of \$100.00 payable to the “Board of Regents” is required of each guest/group. If not needed, it will be refunded once premises have been checked.

Entertainment

Internet connectivity is available, so feel free to bring laptops and make use of the service. There is no television set. You may want to bring a radio – reception is good.

Surrounding Property and Buildings

Use of the Ranch House is prohibited. Please respect the property and its value as a future Historical site. Any other buildings on the premises are also not available for use and no trespassing is allowed. Walking around the enclosed portion of the property on established walkways and trails is permissible. Traveling along Walking Box Ranch Road is permissible. Collection of items, ground disturbance or interference with wildlife is strictly prohibited. This is an Area of Critical Environmental Concern [ACEC] and protection of the desert tortoise is mandated by law. This is a NO Smoking facility.



State of Nevada Assumption of Risk / Release of Liability Form
Walking Box Ranch, Searchlight, Nevada

I, _____ understand and agree that visiting and/or staying at the **Walking Box Ranch** near Searchlight Nevada, may involve certain risks and that regardless of the precautions taken by UNLV some bodily injuries may occur.

Specific risks/hazards may include but are not limited to the following:

1. Driving to or from field trip localities near the ranch: collisions with other vehicles can occur; rollover of the vehicle is possible; as well as all other dangers inherent in transportation by motor vehicles may lead to injury or death.
2. Injuries: these may result from twisting of joints or breaking of bones while hiking over irregular ground.
3. Plants and animals: Snakebite, scorpions, other poisonous wildlife and poisonous or dangerous plants may cause harmful effects.
4. Weather: inclement weather conditions may exist (cold, wind, rain, snow, etc.) such that hypothermia, dehydration, other injury, illness, or death may result.
5. Problems related to exposure: for example, heat exhaustion, dehydration, sunburn, frostbite, death and allergic reactions.
6. Injury from flying rock fragments related to breaking of rocks with a rock hammer.
7. Danger of being struck by automobiles while examining outcrops along roads.
8. Accidents occurring in or near any of the ranch buildings.

Knowing this information, in consideration of my participation in using the facilities at the Walking Box Ranch, I expressly and knowingly release the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada Las Vegas (UNLV), and the State of Nevada, their officers, agents, volunteers, and employees, from any and all claims and causes of action for property damage, personal injury or death sustained by me arising out of any travel or activity and/or the negligence of the sponsoring group.

In addition, I understand and agree that UNLV cannot be expected to control all of the risks articulated in this form but may need to respond to accidents and potential emergency situations. Therefore, I hereby give my consent for any medical treatment that may be required during my participation with the understanding that the cost of any such treatment will be my responsibility. UNLV does not carry medical or accident insurance for the activities mentioned unless participants are informed otherwise. As such, participants should review their personal insurance portfolio.

I voluntarily and knowingly agree to protect, hold harmless, and indemnify the Board of Regents of the Nevada System of Higher Education (NSHE) on behalf of the University of Nevada, Las Vegas (UNLV), and the State of Nevada, their officers, agents, volunteers, and employees, against all claims, demands, or causes of action for property damage, personal injury, or death, including defense costs and attorney's fees arising out of my participation in any activities at the Walking Box Ranch.

I agree to limit my activities to the approved facilities on the 'Use Request Form' and to treat the property with appropriate respect as a historic site and Area of Critical Environmental Concern.

I have read the agreement and have willingly signed for the consideration expressed and with the full understanding of its purpose. Participant represents that he/she is eighteen (18) years of age or older and is otherwise competent to execute this agreement, or that his/her legal guardian is also signing.

Print Name _____

Address _____

Date Checked In _____

Date Checked Out _____

Phone _____

Total # Nights Stayed _____

Cell Phone _____

Participant signature _____ Date¹ _____