



2024

TRAILER VILLAGE STANDARDS



Lake Mead National Recreation Area
Commercial Services
4/22/2024

NATIONAL PARK SERVICE

OPERATING STANDARDS FOR CAMPGROUND FORM 10-CAM (TRAILER VILLAGES)

AND

LAKE MEAD NATIONAL RECREATION AREA

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NATIONAL PARK SERVICE

OPERATING STANDARDS FOR CAMPGROUND FORM 10-CAM (TRAILER VILLAGES)

AND

LAKE MEAD NATIONAL RECREATION AREA

SUPPLEMENTAL ELEMENTS TO THE NATIONAL STANDARDS

Trailer Villages 36 CFR 5.15, now 2.61

Prohibits individuals (excluding NPS employees) from residing in park areas except in accordance with a permit or other written agreement with the United States government authorizing such use. However, several residential trailer villages exist within parks. Trailer villages for housing concessioner employees are generally discouraged and should be approved only if they conform to the park area's development concept plan. Existing long-term trailer villages occupied by non-NPS employees and that are not concessioner housing may be permitted to continue, and commitments with respect to length of stay will be honored as long as occupancy and use conforms to the rules and regulations established by each superintendent. When current contracts expire, existing trailer villages will be removed unless they are to be operated under terms of no occupancy more than 30 days. Existing trailer villages may not be expanded except where construction is already underway, or commitments have been made. Where existing contracts provide for construction of trailer villages, but none exists or is under construction, authorization to proceed will be accompanied by the understanding that there will be no permanent occupancy.

Lake Mead Superintendents Compendium states: Long Term - Occupancy of a trailer within a concessioner-operated visitor trailer village is limited up to 180 calendar dates in a consecutive twelve (12) month calendar year.

Per the CFR 2.61 update, Trailer Village Standards no longer exist within Commercial Services. The new standards that the National Park Service uses are Campground (10-CAM) which incorporate Recreational Vehicles. Until a new contract or lease is in place, Lake Mead will include long-term trailer villages in the campground standards.

All Applicable National Standards are attached, and all trailer village visitors will be required to follow them.

CAMPGROUND STANDARDS (10-CAM)

Description - Campground standards consist of concessioner-operated campgrounds for tents and RVs. Services may include site utility hookups, pump out stations, restrooms, showers, and laundry facilities. Only emergency repairs to vehicles may be performed in the park. Typically, public sites can be rented for no more than 14 consecutive days, and 30 days per year.

In general, the following definitions apply to these terms throughout the standards:

- Adequate: As much as necessary for the intended duration of use
- Appropriate: Suitable to the level of service or as specified in the operating plan
- Clean: Free from dirt, marks, stains, or unwanted matter
- Neat: Arranged in an orderly, tidy manner
- Operational: In use or ready for use
- Sufficient: Enough for the number of persons
- Well-maintained: Kept in good order or condition

FACILITY EXTERIOR

Public Signs - National Standard Element #7 (B) Public signs are appropriately located, accurate, and well-maintained. Permanent signs are consistent with NPS standards and were approved prior to installation. Temporary signs are professional in appearance.

LAKE MEAD SUPPLEMENTAL STANDARDS

No signs shall be posted by visitors without prior written authorization by the Superintendent. No "FOR SALE" signs shall be posted on a long-term trailer within the Lake Mead National Recreation Area.

SITE INFRASTRUCTURE

Site Markings - National Standard Element #49 (B)- Sites are adequately marked and delineated. Markings and markers are appropriate and approved by the park.

LAKE MEAD SUPPLEMENTAL STANDARDS

In addition to the National General Standard, Element No.49 (B), it is the responsibility of the concessioner and the trailer owner/visitor for ensuring that the site number is posted on the exterior of their trailer. The number must be legible from the nearest roadway.

Sites and Driveways - National Standard Element #50 (B)

Sites are level and well-maintained. RV sites and driveways have at least 14' overhead clearance. Car and walk-in sites have appropriate overhead clearance.

Landscaping/Grounds - National Standard Element #51 (B)

Landscaping/Grounds - Landscaping conforms to park standards and grounds are well maintained. Noxious weeds and invasive plants are removed in accordance with an approved landscape plan.

LAKE MEAD SUPPLEMENTAL STANDARDS

In addition to the National General Standard, Element No.51 (B), it is the responsibility of the concessioner and the trailer owner/visitor to ensure the following: Planting or landscaping by the concessioner is permitted provided it is approved by the Superintendent. Tenant planting must be approved by the concessioner, in writing, and must meet the following criteria:

a. Any permanent improvement to a trailer site that is accomplished by the visitor must be approved by the concessioner, in writing, prior to installation or construction. Such work includes, but is not limited to retaining walls, concrete work, or landscaping, is considered an improvement to Government property, and thus becomes the property of the Government, assigned to the concessioner.

b. All site changes must receive the prior written approval of the concessioner. Landscaping improvements accomplished without the concessioner's approval are required to be removed at the visitors' expense within 30 days of written notification by the concessioner.

c. Only NPS-approved landscaping plants may be used, either by the concessioner or the visitor. (See Exhibit 2) NPS policy encourages the use of native plants and drip irrigation as part of an overall policy of water conservation. Existing noxious plants, such as oleander, may remain until replacement is required by the National Park Service or the concessioner.

d. While landscaping becomes the property of the government, the Site Rental Agreement will specify that it is the visitor's responsibility to maintain the landscaping on their rental site.

e. Planting or landscaping shall not be done in front of a trailer if doing so hinders or prevents the attachment of trucks, tractors, or towing vehicles to its hitching device, and obstructs the trailer's ready removal from the trailer site. Screen or intersection planting shall not create hazards for vehicle movement within the trailer village.

f. Anything permanently planted on a trailer site shall not be removed without the prior written approval of the concessioner. Planting or landscaping shall not alter the natural terrain of a trailer site, including any impediment to its normal drainage.

g. Rock gardens, or landscape features shall not be erected on any trailer site if such features cannot be easily removed by hand by the tenant (without using heavy equipment) within 24 hours upon demand for its removal by the concessioner.

Hookups - National Standard Element #53 (A)

Utility hookups are operational, well-maintained, and secured.

Grills/Fire Pits National Standard Element #55 (B) - Grills and fires pits are operations, well-maintained, and free of vandalism.

Wildlife-Proof Food Storage Units - #56 (A) Service-approved, wildlife-proof food storage units are in general proximity to the camp site. Food storage units are numbered and well-maintained.

LAKE MEAD SUPPLEMENTAL STANDARDS

Each site may have placed upon it only ONE (1) outside storage compartment. Any such storage compartment shall be of a commercially manufactured prefabricated type or professionally made. All storage units shall not exceed 10 linear feet in any dimension, having a capacity of not more than 640 cubic feet and be measured on the exterior of the storage unit.

Any storage compartment placed on a trailer site may rest on a concrete pad but must be easily removed from the trailer site. Electrical service, not in excess of 220-volt, 100 amperage, may be installed in accordance with applicable electrical codes. Storage facilities shall not be utilized for overnight occupancy. Storage

compartments are defined as sheds, cabinets, shelves, lockers, etc., which are intended for the storage of materials. Storage sheds shall not conceal household appliances of any kind.

Obstructions - National Standard Element #57 (B)

Parked vehicles and boat trailers do not obstruct campground roads.

LAKE MEAD SUPPLEMENTAL STANDARDS

The concessioner will allow two vehicles to be parked in such a way as to not interfere with safe egress or to infringe upon neighbors' rights (blocking access, etc.) All vehicles, Personal Watercraft, Cargo or utility trailers, boats, and boat trailers (boat and trailer is considered one vehicle) located within a trailer village must display a current registration that matches with the ownership of the trailer. *

The concessioner may provide space for boats, boat trailers, PWC's, trailers, to include cargo trailers and vehicles in an approved dry storage area, at an approved rate, separate from the trailer village.

Vehicles may be parked on, and wholly within, the visitor's site, if space permits and if regular traffic, emergency vehicles, and the concessioner will have ample, unrestricted access to other sites, meters, buried utility lines, and the roadways at all times.

The trailer owner need not be present at their site to have his/her two vehicles parked on his/her own site. To improve fire breaks and reduce fire fuel loads, visitors are encouraged to remove their vehicles from their site or store them in an approved concessioner-operated dry storage area, while they are not visiting within the recreation area.

The trailer owner must be present at their site for a recreational vehicle to be parked on their site. Otherwise, all recreational vehicles, trailers, or campers must be parked in a concessioner-operated dry storage area or removed from the recreation area.

As such, two vehicles may be parked on the site, if space permits, beside the trailer when such vehicles are used for transportation or recreation while the trailer owner is in occupancy. NOTE* A car/truck is considered one vehicle and a boat with a trailer is considered one vehicle. No cargo or utility trailers may be parked on

site. No Recreational vehicles parked on a site beside a trailer while the trailer occupant is in occupancy shall not be connected to either the trailer or to the trailer site electrical, gas, water, or sewage lines. *

Vehicles, boats, trailers, recreational vehicles, campers, etc. may only be stored on the site rented by the owner of said vehicles, boat, recreational vehicle, camper, trailer. They may not be stored on sites rented by other visitors within the trailer village. They may be stored in an approved concessioner-operated dry storage area or removed from Lake Mead National Recreation Area.

The visitor/trailer owner/tenant may not park boats, trailers, Personal Watercraft (PWC) and vehicles in the setback area.

SITE AMENITIES

Propane - National Standard Element #59 (A)

Propane filling station is secure, operational, and well-maintained. Propane tanks are inspected and filled by qualified staff. Tanks not in compliance with state and federal laws are not refilled.

Firewood - National Standard Element #60 (B)

Firewood is neatly bundled and stacked. Firewood vending machines are stocked, operational, and well maintained. Firewood is locally harvested in accordance with state quarantines, or firewood is USDA pest-free certified.

Internet - National Standard Element #62 (C)

Internet infrastructure is maintained to prevent avoidable delays in service.

Entertainment Systems - National Standard Element #63 (B)

Antenna and satellite dish regulations are enforced.

LAKE MEAD SUPPLEMENTAL STANDARDS

The concessioner is responsible for ensuring that telecommunication equipment is installed only in accordance with Lake Mead National Recreation Area Standard Operating Procedure 501. (Exhibit 3).

The concessioner is responsible for seeing that trailer village owner's telecommunication systems are attached directly to trailers within the boundaries of the sites rented and without wires or posts in the ground. Any system installed may not interfere with or disrupt National Park Service or Concessioner wireless communications. Antennas shall be erected or installed with a

minimum 10 foot vertical and horizontal clearance from power lines. All antennas shall also be within the Federal Communication Commission's height restrictions. Satellite dishes may be installed only at the discretion and with the approval of the Superintendent.

Liquid Propane Gas (LPG) Tanks - National Standard Element #64 (B)

LPG tanks are secured to vehicles and regulations are enforced.

LAKE MEAD SUPPLEMENTAL STANDARDS

Storage tanks must have chained or strapped support and be tested for safety and soundness in accordance with applicable federal, state, or local law.

SERVICES

Knowledge of Campground Staff - National Standard Element #67 (B)

Staff provide accurate information about rates, cancellation policies, departure and arrival times, amenities and services, local attractions, access, etc. Matching information is available on the concessioner's website.

Length of Stay - National Standard Element #69 (B)

Maximum length of stay limits are enforced. Length of stay regulations are disclosed at the time of reservation. Length of stay exceptions are approved by the park.

LAKE MEAD SUPPLEMENTAL STANDARDS

Lake Mead Superintendents Compendium states: Long Term Trailer Village - Occupancy of a trailer within a concessioner-operated visitor trailer village is limited up to 180 calendar dates in a consecutive twelve (12) month calendar year.

Deposits - National Standard Element #71 (B)

Deposit policies are approved by the park, and deposit information disclosed at the time of the reservation.

LAKE MEAD SUPPLEMENTAL STANDARDS

Long Term Trailer Site Deposit and wait list deposit information is listed in Exhibit A.

Rate Changes - National Standard Element #72 (B)

Advance rates are honored, and campers are refunded the difference if the rate is lower than the anticipated rate.

LAKE MEAD SUPPLEMENTAL STANDARDS

Long Term Trailer Site rate information is listed in Exhibit A.

Cancellations - National Standard Element #73 (B) The cancellation and refund policy are clearly stated in the reservation and is approved by the park.

LAKE MEAD SUPPLEMENTAL STANDARDS

Long Term Trailer Site rate information is listed in Exhibit A.

RENTAL SERVICES

Rental Agreements - National Standard Element #76 (B)

Rental agreements are appropriate, correctly execute, and include signed acknowledgment of campground rules and regulations. Visitor acknowledgment of risk form is approved by the park. Waivers of liability are not to be used.

LAKE MEAD SUPPLEMENTAL STANDARDS

In addition to the National General Standard, Element No.76 (B), it is the responsibility of the concessioner and the tenant to ensure the visitor shall receive a copy of the executed site rental agreement and a copy of these standards upon execution of a site rental agreement. The agreement is for **month-to-month use of the site and occupancy of the trailer on site**. The Superintendent's Compendium define the maximum length-of-stay for visitors (excluding concession employees) to occupy their trailer within the trailer village. Trailers are to be used solely for recreational purposes, they may **NOT** be used for commercial purposes, as primary residences, or as domiciles. The site rental agreement does NOT apply to heirs, assigns, executors, or administrators, such persons MAY be required to execute a new site rental agreement.

It is the responsibility of the concessioner and the trailer owner/visitor to maintain the trailer site in a clean, neat, and sanitary manner at all times. No debris, clutter, refuse, or construction material shall be allowed on any trailer site or in any space beneath a trailer.

The visitor shall keep the exterior of all improvements on their site in good repair. All trailers shall meet current federal, state, and local codes and standards, including those promulgated by the Department of Housing and Urban Development (HUD National

Manufactured Home Construction and Safety Standards established June 1976), before the trailer may be sold and allowed to remain on site within the recreation area. If ownership of a trailer is transferred by other means, such as inheritance, the trailer shall be remodeled to meet such codes within six (6) months. **Lake Mead National Recreation Area will require the seller and buyer to sign a disclosure statement that the trailer may or may not meet HUD Standards.**

No trailer shall have its axles removed. Tongues which have been welded into place by the manufacturer shall remain attached to the trailer. Tongues which have been bolted into place by the manufacturer for transport, may be removed provided they are available for reinstallation.

a. No individual may have a site rental agreement for more than one site within the recreation area. Only one trailer may be owned by any individual.

b. Any individual party to the Rental Agreement must be 18 years of age or older.

c. No individual shall gain full, or partial, right, title, and or interest in the site Rental Agreement through gift, inheritance, or an unauthorized on-site transfer of interest, full or partial, of the trailer.

d. No signs shall be posted by visitors without prior written authorization by the Superintendent.

Authorized Use - National Standard Element #77 (B)

Group size, duration of stay, and number of tents/vehicles per site limits are not exceeded. RV size and configuration limits are enforced.

LAKE MEAD SUPPLEMENTAL STANDARDS

The number of actual trailer sites, including those rented to employees, shall not exceed the total number approved in the contract. Only one trailer is allowed per site and only one trailer site may be rented to any one individual. No trailer site may be rented to any person whose trailer is not in conformance with this standard and the concessioner's rules. Sites may be rented for a maximum number of days as designated by the Superintendent and noted in the Superintendents Compendium.

The appropriate tax stamp may substitute for registration.

a. Existing double-wide, or "after-market" expanded trailers shall be grandfathered until such time as they may be removed from the site. Damage caused by fire or other catastrophic event, such as flood, tornado, etc. which renders the trailer uninhabitable as determined by the visitor's insurance company shall be removed or remodeled to meet current operating standards and any applicable codes.

b. Corporate entities, partnerships, clubs, or organizations, shall not rent trailer sites, nor shall sites be utilized as a "time-share." Existing leases held by such entities may be "grandfathered" by the Superintendent.

c. Courtesy (non-paying) guests may occupy the trailer for a period not to exceed, cumulatively, 30 days in any calendar year. The visitor (trailer owner) must write or telephone the concessioner, in advance, if a courtesy guest will be using their trailer. Courtesy (non-paying) guests may not be listed on another rental lease agreement or own a trailer within Lake Mead National Recreation Area.

d. There shall be no "caretaking" arrangements with third parties. Heirs who inherit the trailer through the inheritance list will be required to execute a new site rental agreement or remove the trailer from the site.

Use Allocation - National Standard Element #78 (B)

Maximum size and occupancy (campers, vehicles, trailers) site allocations are enforced. Exceptions are approved by the park in writing.

LAKE MEAD SUPPLEMENTAL STANDARDS

The concessioner shall not allow trailers to be placed on any site where there is less than 20 feet between each trailer, including any additions thereto, and any other trailer, including additions to it. Awnings and eaves, however, may intrude into a required separation no more than two feet. At least five feet shall be maintained between each trailer and any property line and/or roadway adjacent to it. The trailer and accessory/building, * if present, shall not occupy more than 75 percent of the designated site area.

a. Only single-story trailers of Trailers may not exceed 16-foot maximum width and 70-foot length and 6' the maximum permitted height is allowed. Trailers with multiple levels, double-decker or mid-level patios or porches are prohibited. Any grandfathered

trailers will be brought into compliance upon the execution of new lease agreements and/or change in ownership of concessioner.

b. No trailer shall be brought into the recreation area to be placed on a vacant site within the recreation area unless it is less than 10 years old and meets Department of Housing and Urban Development codes or standards. Exceptions must have prior approval, in writing, from the Superintendent.

c. No concessioner shall accept for occupancy or accept as a replacement for an existing unit, any double-wide or tip-out trailer. Existing double-wide and tip-out or expanded trailers will be phased out upon termination or transfer of site rental lease. Triple-wide trailers and modular homes are not permitted. Additionally, trailer sites shall not be rented, used, or reserved in any way by any persons for purposes of promotional display, sale of trailers or trailer accessories, or any on-site commercial enterprises. Subletting or renting to a second party is prohibited.

e. The concessioner shall neither accept for site occupancy, nor accept as a replacement for an existing unit, a trailer that exceeds the site lot size as listed in the trailer village standards. Unless otherwise specified in writing by the Superintendent, existing trailers violating these spacing Standards, which were previously documented and grandfathered, may be sold/transferred, but such grandfathered items shall be corrected upon execution of a new lease or as noted in item a, change in ownership of concessioner.

Trailer Spacing and Size Requirements: The concessioner shall not allow trailers to be placed on any site where there is less than 20 feet between each trailer, including any additions thereto, and any other trailer, including additions to it. Awnings and eaves, however, may intrude into a required separation no more than two feet. At least five feet shall be maintained between each trailer and any property line and/or roadway adjacent to it. The trailer and accessory/building, * if present, shall not occupy more than 75 percent of the designated site area.

Trailers may not exceed 16-foot maximum width and 70-foot length and 6' maximum height.

*The accessory/building includes the trailer, storage facilities, awnings, patio covers, car ports, porches, etc., not inclusive of landscaping or driveways. Storage facilities are further discussed

in element.

Trailer Additions and Expansions: The concessioner will not allow expansions or additions to trailers, such as cabanas, ramadas, or expando units. * A manufacturer's constructed expando or slide-out trailer may not be installed on site. Double-decker trailers, two-story trailers, or modular buildings are prohibited from placement within any concessioner-operated trailer village within Lake Mead NRA

*The accessory/building includes the trailer, storage facilities, awnings, patio covers, car ports, porches, etc., not inclusive of landscaping or driveways. Storage facilities are further discussed in element.

a. The roof of a porch/carport/patio cover, or any improvement or structure on the trailer site (except approved antennas, see Element 32), shall not exceed the height of the trailer. Roofs of porch/carport/patio covers shall not be used as "double-decker" patios. No furniture of any type, or occupancy, shall be permitted. Porch must be able to be accessed by a door from the trailer and cannot be higher than the threshold of the door. Patio awnings shall not exceed the height of the trailer roof and shall be attached directly to the trailer. The awning supports shall meet all spacing setback restrictions.

Translucent solar screening (or uniflex louvres) may be installed along one side of any awning or area, it cannot enclose the front or rear of said awning or area. The screening must be maintained in good condition and be installed a minimum of 2' up from the ground or the deck. Existing screening must be brought into compliance within 60 days.

Porches, Awnings, and Shade Structures: The concessioner may allow porches to be installed on trailer sites, but any porch shall be capable of being easily removable from the trailer site, and shall not be enclosed with any material, including permanently installed screening. Roll-up sunshades are permitted. If awnings are present, the concessioner will require that they be securely anchored and be made of demountable metal, plastic, cloth, or fiberglass manufactured type which can be easily removed. Small window awnings are permitted if they protrude not more than four (4) feet from the trailer and are fully supported by the trailer. Patio awnings shall not be enclosed. No shade structures separate from the trailer are permitted.

Porches, patios, decks, awnings, and shade structures may be constructed on only one side of a trailer. Larger patio awnings shall be constructed only to cover approved porches or patios; they are not intended to be a shade structure for boats, vehicles, trailers, or recreational vehicles. They are to be less than 20 feet from the adjacent trailer or its improvements with prior written authorization of both the concessioner and the Lake Mead National Recreation Area superintendent. These structures must meet all setback requirements.

Skirting: Skirting is required on all trailers in long-term sites. Skirting material of light metal, wood, plastic, or fiberglass shall be neat, attractive, securely installed, and well maintained.

Complete skirting shall be installed within 90 calendar days of the date of installation of a trailer.

Sewer and plumbing connections shall be accessible or be capable of being visually checked through a screen, wire mesh partition, or an access door in the skirting.

Outdoor Showers, Spas, Swimming Pools: The concessioner will allow no outdoor showers to be installed.

Spas or hot tubs of any type, or swimming pools are not allowed in the trailer villages. There will be no exceptions.

Appliances and Yard Furniture: With the exception of water softeners and air conditioners, no appliances of any kind shall be installed or stored outside of any trailer unless they are within an approved storage compartment. Only furniture designed and constructed for exterior use is permitted outdoors.

Permanently installed clotheslines within the trailer villages must be approved, in writing, by the concessioner prior to installation, be retractable in nature, and be retracted when not in use.

Foundations: No permanent foundations shall be erected for trailers on any existing trailer site within the trailer village. A foundation shall be any wall or pier block constructed of bricks, stones, woodblocks, or any combination thereof, intended to support a trailer. All tie downs shall be constructed to conform to applicable Federal, state, and local regulations.

Walks, Walkways, Patio Slabs, Retaining Walls, and Fences:

Concrete, asphalt, or other similar paving materials used to establish driveways or parking areas is prohibited. Only rock, gravel, paving stones may be used for driveways and parking areas. Only with prior written, dated approval of the concessioner and the Park Superintendent may a trailer owner use concrete to install slabs for air conditioners. Patios, porches, and decks shall be limited to a maximum of 10 feet in width, on one side of the trailer, with the length not to exceed the 70' trailer length limit.

Any retaining walls and/or terracing of sites necessary for flood control shall be constructed by the concessioner, not the trailer owner, in accordance with the park planning process. No walls or fences shall be constructed by trailer owners. Existing fences shall be removed when the trailer owner vacates the property, or sooner if desired by the concessioner.

The concessioner will require the trailer owner to remove *unapproved* walkways and patio slab extensions at the tenant's expense at the time of termination of the site rental agreement.

Environmental Concerns:

The National Park Service, as the nation's principal conservation agency, is an active participant in the implementation of recycling programs and integrated pest management (IPM).

All concessioners are required to have an active program for the recycling of solid waste. This program must be promoted by the concessioner and utilized by the trailer village visitor.

The IPM is a process for deciding if pest management suppression treatments are needed, when they should be initiated, where they should be applied, and what strategy and mix of tactics to use. The application of any pesticides on or around the exterior of the trailer must be approved in advance by the concessioner, must be on the approved pesticide list distributed by the National Park Service, and be incorporated into the concessioners' IPM plan.

All fuels, chemical solvents, batteries, and other items which could cause a hazard to the environment, persons, or animals shall be properly stored and disposed of in approved containers and locations. Any spill or leakage of fuels or oils must be mitigated in accordance with all applicable laws. With the exception of propane tanks, there

will be no storage of fuels when the visitor is not in occupancy of the trailer.

Private Businesses - National Standard Element #79 (B)

No promotional displays, advertising, sales, or commercial uses are permitted on camp sites.

Wait List - National Standard Element #80 (C)

Wait lists are maintained for sites, requests are accommodated in other they were received.

LAKE MEAD SUPPLEMENTAL STANDARDS

At Lake Mead National Recreation Area, the Superintendent has established that each developed area having a long-term trailer village, wherein demand exceeds the available sites, that "waiting lists" shall be maintained by the concessioner. These wait lists shall be comprised of a single list for all visitors who wish to, but have not, rented a trailer site. A separate inheritance list will be maintained for children of existing visitors who are only interested in purchasing or inheriting their parent's trailer on-site and wish to rent that specific site. Such children shall be given first preference in the parent's trailer. ***No new names will be added to this inheritance list after December 31, 1999.***

a. Existing names will be maintained on an inheritance list until such time as they have inherited a trailer or until they request removal of their name from the list.

Persons who are on **existing** upgrade or in-park lists shall be placed at the top of the primary waiting list, until such time as they request removal of their names from the list or until they have purchased another trailer. There will be no earnest money or annual administrative fee charged to the visitors on the existing upgrade or inheritance lists. If one of these visitors purchases another trailer, at any trailer village within the recreation area, their original unit must be sold within six (6) months of the date of acquisition of the new trailer or removed from the recreation area. ***No new names will be added to upgrade or in-park lists after December 31, 1999.*** As only persons 18 years of age or older may enter into a site rental agreement, children or grandchildren must be at least 18 years of age to be placed on the inheritance list. Only one name may be placed on the inheritance list per site.

b. The lists maintained by the concessioner shall be reviewed

annually and purged of those persons not expressing and continued interest in retaining their name on the wait list. On or before January 2nd of each year, it shall be the responsibility of each individual on the wait list to notify the concessioner of their continued interest in maintaining their name on the list. Absent notification to the concessioner, their name shall be removed from the wait list. The concessioner shall, within 30 days of the date that these standards become effective, send written notification to all persons on the waiting list, of the changes in policy regarding waiting lists.

c. Persons on the waiting lists may be required to submit a one-time, refundable, earnest money deposit of \$100. This earnest money shall be applied to the first month's rent when a site rental agreement is signed. The earnest money shall not accrue interest while it is held by the concessioner. If a person notifies the concessioner, in writing, of their desire to remove their name from the waiting list, the earnest money shall be fully refundable. Additionally, concessioners may charge an annual, non-refundable, fee of up to \$25 from each person on the waiting list to cover the administrative expense of maintaining the waiting list and notifying persons on the waiting list as trailers become available.

d. There is no numerical limitation on the number of persons who can be on a waiting list.

e. When a trailer becomes available, it shall first be offered to persons on the inheritance list, if applicable. If that person has a trailer at any trailer village within the recreation area, their original unit must be sold within six (6) months of the date of acquisition of the new trailer or removed from the recreation area.

f. If there is no one on the inheritance list for that trailer, then the trailer is offered, via mail, to the first group of 25 individuals on the waiting list. If after 15 calendar days the trailer has not been sold, that group's "option" has expired, and the trailer may be offered to an additional group of 25 individuals. The concessioner will begin the mailing within five (5) business days of the receipt of the necessary information from the seller. The trailer may be acquired by the individual with the lowest wait list number on the wait list. Any individual on the primary list that has refused to purchase an offered trailer (3) times shall have their name removed to the bottom of the list.

Persons on the upgrade list may specify, in writing, the type of trailer upgrade they desire. Refusal of a trailer that does not meet the written upgrade criteria will not constitute a refusal to purchase.

g. If no one on the waiting list wishes to purchase the trailer, the trailer may be offered for sale through newspaper publications using an advertisement that is approved, in writing, by the concessioner prior to its publication. The advertisement will contain, at a minimum, that the trailer for sale is located within a unit of the National Park System, is for recreational use only, and transfer of the trailer on-site requires execution of a new site rental agreement. If no one makes an offer to purchase the trailer within 1 year, the owner must either withdraw the trailer from sale or the trailer shall be removed from the area and the space will be made available to the first person on the waiting list. The trailer may be placed for an on-site sale and then withdrawn, only two (2) times in any five (5) year period. Appraisals are only valid for six months from the effective date of the appraisal. No one may act as a "broker" for trailers, nor may any type of signage be placed on the trailer.

h. All waiting lists maintained by the concessioner are "restricted" public documents, i.e., briefly stated, they are subject to privacy laws. Only the name and position number on the waiting list may be available for public perusal.

i. If a visitor who is the sole owner of the trailer passes away, the executor of the estate is allowed to offer the trailer for sale to persons on the waiting list. If the purchase was on the waiting list, the trailer may remain within the recreation area. If this does not occur, the executor may sell the trailer, but the purchaser will be required to remove the trailer from the recreation area within 30 days.

j. A trailer may only be sold on site providing it meets these Operating Standards. It must also meet all applicable federal, state, and local codes, including those published by the Department of Housing and Urban Development. If a trailer does not meet all standards and codes at the time of sale, it must be remodeled to said codes and standards or be removed from the recreation area by the purchaser within 30 days after the purchase. **Lake Mead National Recreation Area, will require the seller and buyer to sign a disclosure statement that the trailer may or may not meet HUD**

Standards

Site Registers - National Standard Element #81 (C)

Site registers are accurate and well-maintained. Appropriate information may include name, rental period, site number, number of vehicles, and RV or trailer make, model, year, and length.

LAKE MEAD SUPPLEMENTAL STANDARDS

The concessioner shall maintain a **current** file of photographs and representative drawings of each site. The drawings must include at a minimum: the plot plan, boundaries and/or boundary reference points, the placement of site improvements including the trailer, shed, patio(s), propane tank(s), utility connections, or approved exterior improvements to the trailer, and square footage of the same. Upon completion of an approved site alteration, including replacement of a trailer, the drawing and photos shall be updated by the Concessioner, with a copy sent to the Superintendent.

The concessioner shall be responsible for ensuring that visitors do not establish a permanent residence/domicile within the Recreation Area and that visitors do not exceed the maximum length of-stay limitations set by the Superintendent, as note in the Superintendents Compendium.

Documentation shall be maintained by the concessioner and shall be available for inspection by the Superintendent if it is suspected that the length-of-stay limitation has been exceeded.

Open Fires - National Standard Element #83 (A)

No open fires are permitted outside appropriate grills or fire pits.

Mechanical Repairs - National Standard Element #84 (B)

Emergency vehicle repairs are performed by qualified mechanics; non-routine or non-emergency repairs are allowed. An approved list of qualified mechanics is maintained. Campground office files on qualified contractors include a current occupational license, city/state sales tax registration, and certificate of insurance naming the NPS as an additional insured.

Quiet Hours - National Standard Element #85 (B)

Quiet hours are enforced. This information is provided on information displays, the website, and printed materials.

LAKE MEAD SUPPLEMENTAL STANDARDS

No exchange of vehicular or vessel fluids shall take place within the

recreation area without proper precautions being taken to protect against environmental damage. All such fluids shall be disposed of in accordance with federal, state, and local regulations.

Pets - National Standard Element #87 (B)

Pet rules are enforced. Pet waste disposal is appropriate and well maintained. Troublesome pet policy is clearly stated in the rental agreement and on the website and is approved by the park.

LAKE MEAD SUPPLEMENTAL STANDARDS

Visitors are responsible for ensuring that they comply with the following pet policies:

- a. Each site is allowed a maximum of two pets. Dogs, cats, birds, and fish are the only pets permitted. No exotic animals, or those which may be considered farm animals, will be permitted.
- b. The Superintendent has determined pursuant to 36 CFR part 2.15 (a) (5), the visitor must utilize a means of pet waste removal, while walking leashed pets within the recreation area.
- c. Only portable dog pens (show pens) or cages are allowed on site. Portable pens may not exceed 8' x 8' in size. Permanent dog runs or fences are not permitted. Pens may be in place only during times the visitor is in occupancy of the trailer. Chain link fencing of any type is prohibited.
- d. Feeding, touching, feeling, or disturbing of park wildlife is prohibited (36 CFR 2.2(a)(2)).

PERSONNEL

RATES - National Standard Element #95 (A)

Rates and other customer charges do not exceed those approved by the superintendent.

LAKE MEAD SUPPLEMENTAL STANDARDS

When a rate increase for site rental has been authorized, the concessioner shall give all long-term trailer village visitors a minimum of 30 days advance notice before the new rates are effective.

The following Lake Mead Supplemental Standards are included as an Appendix to the updated Trailer Village Standards.

Lake Mead National Recreation Area is updating the Trailer Village Standards and the phase out of long-term trailer villages to be in line with the NPS Organic Act, Public Law 88-639, Public Law 105-391 and the Campground Standards (10-CAM) which took the place of the obsolete Trailer Villages (Long Term Rentals) - Standard No. XV (Form 10-615)

EXHIBIT A

Termination of Lease:

a. A site rental agreement may be terminated by the visitor with a 30-day written notice to the concessioner.

The concessioner may terminate the site rental agreement for:

- (1) failure to pay the site rental fee(s) or monthly charges when due
- (2) violation(s) of law(s) when determined appropriate by the Superintendent, or
- (3) for violation(s) of the site rental agreement or these Elements, inclusive of the sale of a trailer in violation of these standards.

b. Except for failure to pay the rent or monthly charges when due, if the visitor is advised, in writing, that it is the intent of the concessioner to terminate the site rental agreement for a violation of Standards, the visitor may appeal the concessioner's decision to the Superintendent. The Superintendent's decision shall be final. (See "Appeals" in Introduction)

When a site rental agreement is terminated, by either party, the trailer and all attachments shall be removed from the trailer village by the visitor, at the visitor's expense, within 30 calendar days.

If a visitor is notified, in writing, by the concessioner that they have violated any of the operating standards and the visitor fails to comply with the written request, the concessioner may, at its option, either terminate the site rental agreement, have the non-compliant item removed at the visitor's expense, or notify the visitor, in writing, of the termination of their future ability to sell the trailer on site.

Sale of Trailers:

It is the intent of the management at Lake Mead National Recreation Area that while the sale of trailers on site is currently permitted, the eventual goal is to bring the long-term trailer villages into compliance with national standards and policies which prohibit the sale of trailers on site within units of the National Park System.

The Superintendent has permitted the sale of trailers in the Long-Term Trailer Villages at Lake Mead National Recreation Area under the certain provisions.

*NOTE: The following relates only to trailers that are to be sold and remain in the trailer village. Any visitor has the right to remove the trailer from the area and sell it to any party of their choice, at any price.

Instructions to the Visitor:

- a. The visitor must be very certain that the sale of the trailer is the appropriate step they wish to take, as a trailer may be placed for on-site sale and then withdrawn only two (2) times in any five (5) year period.
- b. When a visitor wishes to sell the trailer on-site, they are required to follow the steps described herein.

The visitor shall contact the concessioner in writing and share information as to the proposed sale and receive any additional procedures to be followed.

(2) Site deficiencies identified by the concessioner must be corrected prior to the sale of the trailer on site. The trailer must meet all federal, state, and local codes prior to the trailer being placed for sale on the site. This includes but is not limited to codes published by the Department of Housing and Urban Development. **Lake Mead National Recreation Area will require the seller and buyer to sign a disclosure statement that the trailer may or may not meet HUD Standards.**

(3) The visitor shall contact an appraiser of their choice who must either possess or obtain the appropriate license, certifications, insurance and/or bond for the appraisal of trailers and arrange for the appraiser to contact the concessioner. The concessioner shall

provide the appraiser any pertinent information relating to the site. **The trailer shall not be sold for a price greater than the appraised value.**

(4) Appraisals are valid for six months from the effective date of the appraisal.

(5) The appraiser shall provide one complete copy of the appraisal report to the seller and one to the concessioner. The concessioner will then have the option to make a written offer to the visitor to purchase the trailer within 5 working days for use solely as employee housing. Should the visitor choose to reject the concessioner's offer, the visitor may then proceed with the sale of the trailer in accordance with these standards.

(6) Those persons on the waiting list expressing an interest in purchasing the trailer may contact the seller directly. Each interested party is to receive a copy of these Standards from the concessioner.

(7) If two or more parties contacted intend to purchase the trailer, the party with the lowest number on the waiting list shall have first choice. If a sale is consummated, the purchaser must meet with the concessioner to execute a new site rental Agreement. The purchaser must sign an affidavit which contains the following:

a) that they have received, read, and understood the site rental agreement, the Operating Standards, and the concessioner's rules and regulations,

b) the appraised value and sale price of the trailer,

c) that they understand that non-compliance with these Elements may result in loss of the privilege for subsequent sale of the trailer on site or termination of the rental agreement, or both, and

d) that they are aware the trailers are intended for recreation use only and such use is limited to 180 days in any calendar year.

NOTE: The Appraisal Guidelines for Long-Term Trailer Villages, should be used in the preparation of appraisal reports and may be used by the concessioner in the administrative review of said reports. These guidelines are attached as Exhibit 4.

Appraisal:

When a visitor desires to sell a trailer on-site, he/she must first

contact the concessioner and follow the procedures described in these Standards. One of the requirements is to obtain, at seller's expense, an appraisal of value from an appraiser who has written authorization from the National Park Service for the appraisal of trailers. The information below shall be provided, by the visitor, to the appraiser.

Appraiser:

The following has been prepared in order to provide you with information pertinent to the appraisal you have been requested to prepare. If you have questions pertinent to the appraisal method, they may be directed to the Lake Mead National Recreation Area, Division of Concessions Management, 601 Nevada Highway, Boulder City, Nevada, 89005, (702) 293-8923. Lake Mead National Recreation Area requires all appraisals to be submitted on the NADA form.

a. The trailer village visitor has expressed to the National Park Service (NPS) concessioner an intent to sell his/her trailer on-site within Lake Mead National Recreation Area and will request a new site rental agreement for the purchasing party. The concessioner operates under a concession contract with the NPS that requires strict compliance with the contractual terms and conditions contained therein. Among those terms and conditions is a requirement to comply with NPS policies. These policies include the method of appraisal of trailers which are to be permitted to be sold on-site and remain within Lake Mead National Recreation Area.

b. The trailer you have been requested to appraise rests upon public land and is intended solely for recreational purposes. The concessioner may require its relocation to an alternate site at any time. The Rental Agreement is on a month-to-month term. As such, no value shall be included pertaining to the land, the Rental Agreement, the trailer's location, the size or desirability of the trailer site, landscaping improvements, or other values.

c. Certain improvements to the trailer and/or site might not be in compliance with requirements of the Long-Term Trailer Village Standards of NPS and/or of the concessioner. These are known as "grandfathered" items and will not be included in consideration of the value if they are to be removed at the time the trailer sells on site. Items which are grandfathered until the items are removed from the site may be included in the appraised value. The trailer owner may have performed unauthorized alterations to the *trailer or site*. These observed alterations require the seller's correction prior to

the closing date. In addition, the appraiser must contact the concessioner in order to be informed of any existing items not in compliance with these Standards (not grandfathered), and the appraiser must consider the cost of correction in the appraisal of value.

d. Thus, the values that are to be included in the appraisal are:

(1) The value of a like kind, age, quality, and equipped (or closest resemblance thereof) trailer as would be anticipated on a dealer's lot in the nearest probable marketplace. The establishment of value shall be by one of the recognized appraisal methods as adopted or defined by a national professional real estate appraiser organization.

(2) Less costs of correcting observed non-compliant items. (If corrected prior to the sale, they may be omitted.)

(3) Plus, the like kind depreciated replacement value of "permanent" improvements attached or affixed to the trailer, provided the improvements were approved by the concessioner for installation on the site. These attachments may include skirting, porches, window awnings, patio covers, water softeners, added built-in appliances (if not included in (1) above as standard equipment.) In addition, the depreciated replacement value of approved storage sheds may be included in the appraisal.

(4) Plus, transportation and set up costs by a licensed contractor for a trailer of like kind and size from the nearest probable marketplace.

(5) The total of the above values.

e. Certain items of "personality" may be appraised if desired by the selling party. These items must be shown separately in the appraisal; they are not to be included in the appraisal value of the trailer and its improvements and are to be shown on a separate page of the appraisal. These items are only for identification between the seller and buyer. They may include furniture inside and outside the trailer, golf carts, motor vehicles, barbecues, TV, dish, or radio antennas, clothes washer or dryer, refrigerator, freezer, micro-wave oven, or items of personality. The buyer is not, and shall not, be obligated to purchase these items. Nor is the seller obligated to sell. The parties between themselves may arrive at a mutually acceptable price for any or all the items. If an agreed

upon price is not concluded, the seller shall remove the items from the trailer site by the closing date. The failure to negotiate a price acceptable to the seller for any or all items of personality shall not be the cause for the seller to reject the sale of the trailer.

Certain items are not to be appraised. They are Government property or concessioner-owned improvements. These items include plants, shrubs, lawns, gardens, trees, flowers, retaining walls, rock gardens, irrigation systems or any landscaping improvements, concrete, stone or types of driveways, patios, trailer pads, electric towers, electric meters or utility lines or connections, or any property affixed, resting upon, or under the ground.

The appraiser must acknowledge in the appraisal that they:

- (1) have complied with these guidelines,
- (2) state the appraisal method chosen to arrive at their conclusion of value,
- (3) agree that portions of the appraisal may be reproduced for the information of the buyer, and
- (4) the trailer meets Department of Housing and Urban Development guidelines.

The concessioner should review the appraisal upon receipt for compliance with the Operating Standards. This SHOULD NOT be construed as a review to verify the appraised value, it is an ADMINISTRATIVE review. If there are questions or concerns raised during the review, they should be referred to the National Park Service.

Purchaser:

The purchaser should carefully review the information contained in these standards prior to making an offer to purchase a trailer. The purchaser is not obligated to pay the appraised value; it is only provided as a reasonable assurance of value.

The purchaser may or may not agree as to the appraised value and is free to offer the seller a lesser amount. However, the purchaser may not pay more than the appraised value. If the purchaser declines the opportunity to purchase, for whatever reason, to include a below appraisal offer, the declination will count as one of "two (2) times."