

- Other Restrictions: Closed to fossil collection.

The following ACECs were proposed in alternatives other than the Preferred Alternative:

- Middle Snake ACEC for relevant and important botanical and fish values.
- Sagebrush Sea ACEC for relevant and important botanical, cultural, fish, and wildlife values.
- Salmon Falls ACEC for relevant and important botanical, fish, and scenic values

In addition, ACECs in the preferred alternative may also appear in other alternatives with different acreages and management prescriptions.

Please note that public comments and information submitted including names, street addresses, and e-mail addresses of persons who submit comments will be available for public review and disclosure at the above address during regular business hours (8 a.m. to 4 p.m.), Monday through Friday, except holidays.

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

Following the public comment period, public comments will be used to prepare the Proposed Jarbidge RMP and Final EIS. The BLM will respond to each substantive comment by making appropriate revisions to the document or by explaining why a comment did not warrant a change. A Notice of the Availability of the Proposed RMP/Final EIS will be posted in the **Federal Register**.

**Authority:** 40 CFR 1506.6 and 1506.10; 43 CFR 1610.2.

**Peter J. Ditton,**

*Acting Idaho State Director, Bureau of Land Management.*

[FR Doc. 2010-21956 Filed 9-2-10; 8:45 am]

**BILLING CODE 4310-GG-P**

## DEPARTMENT OF THE INTERIOR

### National Park Service Concession Contracts; Implementation of Alternative Valuation Formula for Leasehold Surrender Interest Under the Signal Mountain Lodge and Leek's Marina Proposed Concession Contract, Grand Teton National Park

**AGENCY:** National Park Service, Interior.

**ACTION:** Notice.

**SUMMARY:** The National Park Service (NPS), by notice in the **Federal Register** dated February 1, 2010, invited public comments on a proposed alternative formula for the valuation of leasehold surrender interest (LSI) to be included in its proposed concession contract GRTE003-11 for operation of the Signal Mountain Lodge and Leeks Marina at Grand Teton National Park (new contract). LSI, established in 1998 by the terms of Public Law 105-391 (1998 Act), is the compensable interest in applicable real property improvements on park area lands made by a concessioner pursuant to the terms of a NPS concession contract. Additional public comment was sought by a May 26, 2010, **Federal Register** notice. NPS, after consideration of the public comments received in response to both notices, has adopted a final LSI alternative for the new contract.

**FOR FURTHER INFORMATION CONTACT:** Jo Pendry, Chief Commercial Services Program, 1201 Eye Street, NW., Washington, DC 20005.

**SUPPLEMENTARY INFORMATION:** Under Section 405(a)(3) of the 1998 Act, the standard formula for LSI value (standard LSI formula) for applicable capital improvements provided by a concessioner under a NPS concession contract is summarized as the initial construction cost of the related capital improvement, adjusted by the percentage increase or decrease in the Consumer Price Index (CPI) from the date of the approval of the substantial completion of the construction of the related capital improvement to the date of payment, less physical depreciation of the related capital improvement.

However, Section 405(a)(4) of the 1998 Act, starting in 2009, authorizes the inclusion of alternative LSI value formulas in NPS concession contracts estimated to have an LSI value in excess of \$10,000,000 (such as the new contract).

Under this authority, NPS, in the February 1, 2010, **Federal Register** notice, proposed an alternative LSI formula that in general called for the straight-line depreciation of LSI value on a 40-year basis. However, the alternative also provided that the installation (or replacement) of fixtures would not result in increased LSI value. Two public comments were received in response to this notice.

By notice in the **Federal Register** dated May 26, 2010, NPS sought additional public comment on the proposal. Two comments were received in response to this notice.

NPS, in consideration of the public comments made in response to both public notices, has re-examined the financial and other circumstances of the new contract and the proposed LSI alternative. This re-examination led to consideration and adoption of a final LSI alternative. The final LSI alternative continues the 40-year depreciation of the LSI value of eligible capital improvements but eliminates the exclusion of additional LSI value for new fixtures called for by the proposed LSI alternative. This change addresses a primary concern expressed by commenters, the elimination of LSI value in new fixtures. Under the final LSI alternative, the LSI value of all eligible capital improvements, including new fixtures, will be depreciated on a straight-line basis over a 40-year period. In addition, the monthly depreciation schedule called for by the proposed LSI alternative has been changed to an annual basis in the interest of simplicity. The final LSI alternative for the new contract is generally described as follows:

(a) The reduction of the initial LSI value under the new contract on an annual straight-line depreciation basis applying a 40-year recovery period regardless of asset class.

(b) The reduction of the leasehold surrender interest value in capital improvements (as defined in the new contract) constructed or installed during the term of the new contract based on straight line depreciation and also applying a 40-year recovery period (on an annual basis) with no asset class distinctions.

### Determinations

NPS has determined, after review of the particular financial and other circumstances of the new contract and consideration of public comments, that use of the final LSI alternative, in comparison to the standard LSI formula, is necessary in order to provide a fair return to the Government and to foster competition for the new contract by providing a reasonable opportunity for profit to the new concessioner. NPS also considers that the final LSI alternative is consistent with the objectives of the 1998 Act, particularly, as discussed below, with respect to the fair return it will provide to the Government and the new concessioner and the enhanced competition for the new contract that it will foster. These determinations are required by the 1998 Act with respect to alternative LSI formulas that are not based on the depreciation rules of the Federal income tax laws and regulations that were in effect in 1998. Although this final LSI alternative is based on the

Federal income tax laws and regulations that were in effect immediately before the enactment of the 1998 Act, NPS nonetheless made these determinations regarding the final LSI alternative as a good means to assess the relative merits of alternative methodologies.

*Fair Return to the Government.* With regard to a fair return to the Government, NPS has determined that the final LSI alternative is necessary to provide a fair return to the Government (as well as helping to provide a fair return to the new concessioner) under the terms of the new contract. NPS considers that the "fair return" to the Government reflects in part the requirement of the 1998 Act that NPS include in concession contracts a franchise fee payable to the Government that is based upon consideration of the probable value to the concessioner of the privileges granted by the contract. However, under the standard LSI formula, the amount of money that would be paid by the Government (directly or indirectly) for LSI as of the expiration of the new contract is inevitably speculative at the time of contract solicitation, contract award, and during the contract term. This is because the future CPI rate, the amount of future physical depreciation that will occur over the term of the new contract, and the cost to cure such future physical depreciation, must all be estimated in advance of the new contract by both NPS and prospective concessioners.

As a consequence, if the NPS were to establish the required minimum franchise fee for the new contract under the terms of the standard LSI formula, that minimum fee necessarily would reflect a speculative estimate of the amount of and cost to cure the physical depreciation that will occur during the contract term as well as speculative estimates of the annual CPI rate over the term of the new contract. Likewise, when a prospective concessioner offers to meet or exceed the minimum franchise fee established by NPS under the standard LSI formula, this business decision is necessarily made in reliance on speculative estimates of future CPI and future physical depreciation of LSI improvements.

For a simplified example, assuming an initial LSI value of \$10 million at contract commencement, NPS may estimate that the related capital improvements will depreciate physically 30 percent over the term of the contract whereas a prospective concessioner may estimate that the same capital improvements will depreciate only 10 percent during the term of the contract. If the NPS estimate proves to be correct, the LSI value at contract

expiration will be reduced by 30 percent, to \$7 million (before CPI adjustment). If the concessioner's estimate proves to be right, the depreciation reduction will only be \$1 million (before CPI adjustment). Such a difference in LSI value (\$7 million v. \$9 million) will have a severe impact on the respective returns to the Government and the concessioner.

The likelihood of a significant difference in physical depreciation estimates is very high. In a number of negotiated settlements of possessory interest values (a possessory interest is a compensable interest in real property improvements similar to LSI) between NPS and incumbent concessioners (in which the existing physical depreciation of the related capital improvements were estimated by both parties), the NPS estimate of existing physical depreciation exceeded that of the concessioner by very significant percentages. In this regard, the parties to these negotiations were estimating the amount of *existing depreciation*, a far less problematic task than estimating the amount of *future depreciation* of capital improvements that is required for the standard LSI formula.

The speculative nature of estimating LSI value under the standard LSI formula is also driven by its requirement that ending LSI value is subject to CPI adjustment. Future CPI, of course, may only be estimated. Further, the standard LSI formula requires the CPI adjustment to be made on the basis of the All Urban Consumers CPI. However, there is no assurance that the cost to cure depreciation at the expiration of the new contract will reflect the All Urban Consumers CPI. The inflation that may occur in the construction industry over the term of the new contract may be expected to differ significantly (higher or lower) from the All Urban Consumers CPI.

In these circumstances, the NPS estimate of ending LSI value made at the time of contract solicitation, if proven after contract expiration to have been overstated, would have resulted in a less than fair return to the Government (as a result of an unduly low minimum franchise fee that was based on depreciation and CPI assumptions which proved to be inaccurate).

For these reasons, NPS considers that the final LSI alternative is necessary to include in the new contract in order to provide a fair return to the Government under the new contract.

*Fostering Competition.* Elimination of the speculative nature of LSI value by using the final LSI alternative is also considered necessary to foster competition for the new contract by

providing a reasonable opportunity for the concessioner to make a profit under the new contract. This is because prospective concessioners will know with a high degree of certainty (subject only to estimates of the value of any new capital improvements constructed or installed during the term of the contract) how much money they will be paid for LSI upon the expiration of the new contract. The final LSI alternative greatly reduces the speculation regarding CPI and physical depreciation required for proposed contracts by the standard LSI formula. The resulting lower risk and greater certainty in the business opportunity provides a reasonable opportunity for profit under the terms of the new contract. It should also encourage the private sector to apply for the new contract, thereby fostering competition.

NPS points out that the final LSI alternative for the new contract is projected to provide approximately the same rate of financial return for the new concessioner as would be provided under the standard LSI formula. This is because, in developing the minimum franchise fee for the new contract, NPS estimated that the proposed contract would provide the new concessioner with a reasonable opportunity to make a net profit in relation to capital invested and the obligations of the contract. This estimate took into consideration, among other matters, applicable industry rate of return expectations, the purchase price of the existing LSI improvements, and the expected LSI value that will be payable to the concessioner after contract expiration. If the standard LSI formula were utilized, the projected LSI value payment to the new concessioner would necessarily be considerably higher in order to avoid a windfall to the concessioner, resulting in a higher minimum franchise fee for the new contract.

The lower LSI value payment upon contract expiration provided by the final LSI alternative (as opposed to the significantly higher value provided by the standard LSI formula) results in a lower minimum franchise fee during the term of the new contract in order to achieve the same approximate projected rate of return to the concessioner over the term of the new contract. Thus, the final LSI alternative results in increased cash flows to the concessioner during the entire term of the contract rather than a higher payment of LSI at the expiration of the contract under the standard LSI formula. It is likely that many prospective concessioners would consider the higher cash flows provided by the LSI alternative throughout the

contract term to be to their business advantage.

Fostering competition for concession contracts is a serious concern to NPS. Since the passage of the 1998 Act on November 22, 1998, four concession contract opportunities involving LSI in excess of \$10 million have been solicited. NPS did not receive proposals under these solicitations from any entity that was not a current NPS concessioner. In fact, the last time NPS received a proposal from a non-current NPS concessioner for a concession contract with an LSI or possessory interest value (a right of compensation similar to LSI) in excess of \$10 million was in 1992 (the Yosemite contract). Tellingly, the Yosemite contract provided for straight-line amortization of its required possessory interest investment in a manner very much like the final LSI alternative for the new contract.

NPS considers that a major reason for this record is the generally required utilization of the standard LSI formula. The standard formula is unlike usual private sector transactions of a similar nature (in addition to containing the speculative depreciation and CPI elements discussed above). Private firms that are not familiar with the NPS concession program have indicated that the complexities and uncertainty associated with the standard LSI formula have deterred them from submitting offers for concession opportunities. The NPS believes use of the final LSI alternative in the new contract will foster competition for it by providing interested offerors with a reasonable opportunity for profit that, with respect to LSI, is assured, understandable and more comparable to practices in the private sector.

The final LSI alternative will also enhance competition for the concession contract that will succeed the new contract. This is because the LSI value at the end of the new contract will be significantly lower than it would be under the standard LSI formula, thereby lowering the amount of LSI purchase money needed by a prospective new concessioner. This lower entry cost should encourage the submission of competitive proposals from prospective concessioners.

*Public Comments in Response to the February 1, 2010, Federal Register Notice.* The two public comments that were received in response to the February 1, 2010, **Federal Register** notice overlapped each other to a large extent. The comments are summarized and responded to as follows:

1. *Comment:* The proposed LSI alternative formula constitutes a

“taking.” The comment specifically bases this position on the fact that the alternative does not provide for a CPI increase in LSI value.

*Response:* The proposed (or final) LSI alternative would not constitute a taking of property because of its lack of a CPI adjustment (or otherwise). The new contract will provide for compensation (LSI) for capital improvements to be determined by mutual agreement (or binding arbitration if agreement cannot be reached). NPS also notes that the amortization of value in real property improvements provided by the final LSI alternative is a customary provision of private sector commercial leases (which generally do not call for CPI adjustments). In addition, a number of NPS concession contracts involving possessory interest provided for straight-line amortization of possessory interest value without providing a CPI adjustment to the base value. Straight-line depreciation of compensable interests in real property improvements is not a new concept in NPS concession contracts.

2. *Comment:* NPS has not provided evidence that use of the proposed LSI alternative is necessary to provide a fair return to the Government and to foster competition for the new contract as required by the 1998 Act.

*Response:* NPS determined that use of the proposed LSI alternative was necessary to provide a fair return to the Government and to foster competition for the new contract as discussed in the February 1, 2010, and May 26, 2010, **Federal Register** notices. See the discussion above of the final LSI alternative for further information regarding these determinations.

3. *Comment:* Elimination of LSI for new and replaced fixtures under the proposed LSI alternative will have a chilling effect on the concessioner's willingness to make investments in fixtures.

*Response:* This issue is resolved by the final LSI alternative. In any event, NPS notes that the new contract requires the concessioner to maintain concession facilities to the satisfaction of NPS. More importantly, NPS anticipates that the evaluation process for proposals for the new contract will result in the selection of a new concessioner with a proven track record of meeting its contractual obligations, including the obligation to maintain concession facilities properly.

4. *Comment:* Lower franchise fee revenue to NPS resulting from the proposed LSI alternative will make less money available for improvement of visitor infrastructure.

*Response:* Use of the final LSI alternative results in a lower franchise fee for the proposed contract as discussed above. However, it also provides for a lower LSI value payment at the end of the contract. NPS considers that the lower ending LSI value payment provides financial and other benefits to the Government, including enhancement of its overall ability to make improvements to visitor infrastructure. In particular, the reduced LSI liability under the final LSI alternative provides greater flexibility to NPS in developing the terms of subsequent concession contracts, as the initial capital investment required of the new concessioner will be significantly lower. This lower required capital investment will make more concessioner funds available to undertake needed concessioner improvements and/or to provide higher franchise fees to NPS which would be available to make needed visitor improvements.

5. *Comment:* The proposed LSI alternative fails to address the legal authority to continue LSI depreciation once LSI value falls below \$10 million.

*Response:* The 1998 Act authorizes use of an alternative LSI value formula with respect to proposed concession contracts that are estimated to have a leasehold surrender interest of more than \$10 million. The proposed new contract has a leasehold surrender interest of more than \$11 million. The 1998 Act does not provide that an alternative LSI formula must be discontinued if its application results in an LSI value of less than \$10 million during the term of the contract.

6. *Comment:* Use of an alternative LSI formula is unfair to the incumbent concessioner because of circumstances relating to its 2005 negotiation of possessory interest value, and, in particular, the length of time between the date of the possessory interest value agreement and the issuance of the prospectus for the new contract.

*Response:* NPS has fully considered this comment. However, although NPS appreciates why the circumstances of this matter, including the timeline of the prospectus development process, are of concern to the commenter, NPS considers that the actions of NPS regarding the negotiation and agreement of possessory interest value, the development of the new prospectus, and the use of an alternative LSI formula, were all in the public interest and consistent with applicable law and policy.

7. *Comment:* The imposition of an alternative LSI formula to a specific class of concessions [contracts with LSI

value in excess of \$10 million] will chill efforts to determine possessory interest and LSI values by mutual agreement of NPS and incumbent concessioners without costly, time consuming and otherwise undesirable arbitration.

**Response:** Incumbent NPS concessioners are under no obligation to agree to a determination of the value of possessory interest during the term of their contracts. Many, however, have chosen to do so in furtherance of their own business interests. NPS does not consider that the possible use of an LSI alternative in a subsequent contract will deter most, if any, incumbent concessioners from negotiating possessory interest during the existing contract term. However, if a particular concessioner chooses not to negotiate possessory interest value prior to contract expiration, applicable terms of the existing contract would require the negotiation of possessory interest value between the new concessioner and the prior concessioner after award of the new contract. Arbitration between the new concessioner and the prior concessioner is a last resort that rarely occurs. Such an arbitration has occurred only once in the 12 years since the passage of the 1998 Act.

8. **Comment:** The issuance of the prospectus by NPS prior to undertaking an informed scrutiny of the relevant circumstances based upon public comment is inconsistent with the 1998 Act.

**Response:** The February 1, 2010, **Federal Register** notice stated that, in the interest of time, NPS may issue a prospectus for the new contract that incorporates the proposed LSI alternative prior to receipt of comments on the notice. The notice also stated that, if consideration of public comments in response to the notice causes NPS to alter the proposed LSI alternative, it will amend the prospectus accordingly prior to the date for submission of proposals. This procedure is consistent with the requirements of the 1998 Act. After careful consideration of the public comments received in response to both the February 1, 2010, and May 26, 2010, **Federal Register** notices, NPS in fact has made appropriate modifications to the proposed LSI alternative and is amending the prospectus for the new contract accordingly.

9. **Comment:** The NPS must address LSI for all concession contracts in a consistent manner.

**Response:** The comment argues that if LSI value is speculative under the standard LSI formula, this must also be true with respect to contracts with less than \$10 million of LSI value.

Accordingly, the comment states that NPS should address LSI for all contracts in the same manner, regardless of LSI value. However, the magnitude of the LSI value is relevant to the impact of the speculative nature of LSI value under the standard LSI formula, as evidenced by the special authority provided by Section 405(a)(4) of the 1998 Act. This authority is not applicable to contracts with LSI value of less than \$10 million.

10. **Comment:** The proposed elimination of adjustments to the initial LSI value as a result of the installation of fixtures or replacement of fixtures during the contract term is unlawful.

**Response:** The comment states that the elimination of LSI value in new fixtures under the proposed LSI alternative is in violation of 36 CFR Part 51, which requires LSI value to be provided in fixtures installed during the term of a contract. This concern is made moot by the final LSI alternative. In any event, however, NPS considers that the LSI alternative as proposed was lawful in all respects under applicable provisions of the 1998 Act and 36 CFR Part 51.

11. **Comment:** The proposed LSI alternative does not clearly address whether it includes a CPI adjustment.

**Response:** The proposed LSI alternative did not provide for a CPI adjustment to LSI value; neither does the final LSI alternative.

12. **Comment:** Withdraw the notice and amend the prospectus to utilize the standard LSI formula. If it does not choose to do so, NPS should initiate a public discussion of the issue and initiate formal notice and comment process (through a rule-making) to seek public comment on the general application of an alternative LSI formula.

**Response:** NPS has fully considered the public comments reviewed in response to the February 1, 2010, and May 26, 2010, **Federal Register** notices and is proceeding to implement the final LSI alternative after scrutiny of the financial and other circumstances involved in the new contract, taking into account the public comments. Further public comment in response to a **Federal Register** notice is not considered to be necessary or in the public interest.

NPS notes that the final LSI alternative (as with the proposed LSI alternative) is applicable only to the new contract. NPS has made no decision to apply the final LSI alternative (or any other LSI alternative) to future concession contracts. If the same or other alternative LSI formulas are considered for utilization in subsequent concession contracts

pursuant to the 1998 Act, opportunities for public comment will be provided as required. A rule-making is not required or in the public interest.

**Public Comments in Response to the May 26, 2010, Federal Register Notice.** Two public comments were received in response to the May 26, 2010, public notice. They are summarized and responded to as follows.

1. **Comment:** A commenter reiterated its objections to use of an alternative LSI formula as being unfair to the incumbent concessioner as expressed in response to the initial **Federal Register** notice. In addition, it suggested that, if NPS still intends to include an LSI alternative formula in the new concession contract, the reduction in LSI value under the formula should end at such point during the term of the new contract as the reduced LSI value falls below \$10 million. The comment suggests that this approach would achieve the NPS objective of providing certainty as to the amount of LSI a prospective new concessioner would be entitled to under the terms of the new contract and would help eliminate the concern, as previously expressed by the commenter, that use of the proposed alternative LSI formula would discourage incumbent concessioners from agreeing to the determination of possessory interest and LSI values.

**Response:** NPS has given due consideration to this suggestion. However, NPS does not consider that its adoption would be in the public interest or consistent with the purposes of the 1998 Act for two primary reasons. These reasons outweigh any benefits that may result from the higher ending LSI value as suggested by the commenter.

First, a lower LSI ending value provides greater flexibility to NPS in developing the terms of subsequent concession contracts, as the initial capital investment required of the new concessioner will be significantly lower. This lower required capital investment will make more concessioner funds available to undertake needed concessioner operational and capital investment priorities, including necessary actions for protection of park area resources and the general environment. NPS notes in this regard that an objective of the 1998 Act is to provide accommodations, facilities and services that are consistent to the highest degree practicable with the preservation and conservation of the resources and values of the applicable park area.

Secondly, the final LSI alternative should result in increased competition for the future concession contract that will be awarded upon expiration of the

new contract. Prospective new concessioners for this contract will be required to pay the previous concessioner its ending LSI value. Accordingly, the significantly lower ending LSI value under the final LSI alternative, in contrast to the significantly higher ending LSI value as proposed by the commenter, lowers the entry cost to prospective new concessioners and thereby encourages the submission of competitive proposals in future solicitations.

2. *Comment:* A concerned citizen commented to the effect that the new contract should not be trusted and that Government contracts should be shut down because they always prove detrimental to the public.

*Response:* NPS considers the new contract to be in the public interest and in furtherance of the NPS mission to preserve and protect areas of the national park system while making them available for public enjoyment.

#### Public Availability of Further Information

Complete details and further explanation of the final LSI alternative are publically available at <http://www.nps.gov/commercialservices/>. NPS will amend the prospectus by public notice in FedBizOpp.gov in order to implement the final LSI alternative. This **Federal Register** notice regarding the LSI alternative, although not required, was issued in order to provide the public a complete understanding of the NPS alternative LSI authority (exercised for the first time in this transaction).

Daniel N. Wenk,

Deputy Director, Operations.

[FR Doc. 2010-22127 Filed 9-2-10; 8:45 am]

BILLING CODE 4312-53-P

## DEPARTMENT OF THE INTERIOR

### Bureau of Land Management

[LLIDIO1000-10-L12200000.AL0000]

#### Notice of Temporary Closure for Lands West of North Menan Butte, Idaho

**AGENCY:** Bureau of Land Management; Idaho Falls District, Upper Snake Field Office, Idaho.

**ACTION:** Temporary closure.

**SUMMARY:** Notice is hereby given that a temporary closure will apply to approximately 1,800 acres of public lands administered by the Bureau of Land Management (BLM) Upper Snake Field Office, Idaho. This same area has been closed to target shooting and full-

size vehicles for the past 3 years to prevent illegal dumping and littering, including hazardous materials. This closure will be in effect for 24 months, to allow completion of a resource management plan (RMP), which will provide permanent management direction for the area. During the temporary closure, the 1,800 acres will continue to be open to human entry by foot and by horse. Off-road vehicles are allowed entry but will be required to stay on developed roads and trails. Any person who fails to comply with a closure or restriction order issued under this authority may be subject to the penalties described in 43 CFR 8360.0-7.

**DATES:** This temporary closure will be effective on the date this notice is published in the **Federal Register** and will remain in effect for 24 months from the date of publication or until rescinded or modified by the authorized officer or designated Federal officer.

**FOR FURTHER INFORMATION CONTACT:** The Upper Snake Field Office, 1405 Hollipark Drive, Idaho Falls, Idaho 83401 or call (208) 524-7500. By mail: Field Manager, Upper Snake Field Office, Bureau of Land Management, 1405 Hollipark Drive, Idaho Falls, Idaho 83401.

**SUPPLEMENTARY INFORMATION:** Annually, the BLM buries or removes between 20 and 50 dumped dead animals and approximately 10 tons of solid waste from public lands near North Menan Butte, a National Natural Landmark and an Area of Critical Environmental Concern. The waste originates when the public brings propane tanks, hot water heaters, computers, televisions, washers, dryers, car batteries, paint cans, and other waste objects and leaves them on the public lands. Target shooters shoot at this waste, leaving shell casings littering the landscape. This area is now a health and safety hazard due to the dumping, shooting, and the potential for disease transmission from uncovered dead animal carcasses. This waste has also included hazardous materials in recent years. During the temporary closure, the 1,800 acres will continue to be open to human entry by foot and by horse. Off-road vehicles are allowed entry but will be required to stay on developed roads and trails.

The following public lands are included in the closure:

#### Boise Meridian, Idaho

T. 6 N., R. 38 E.,  
Section 27 (all) in Madison County,  
Sections 28 (parts) in Jefferson County, and  
T. 5 N., R. 38 E.,

Sections 4 (all) and 5 (parts) in Jefferson County.

Sections 28 (parts) in Jefferson County, and  
T. 5 N., R. 38 E.,  
Sections 4 (all) and 5 (parts) in Jefferson County.

Signs will be placed on the highway and at the site explaining the road and target shooting closures. Fences and road barriers will be maintained that allow for continued access by off-highway vehicles, motorcycles, equestrian use, and foot traffic in the southern portion. The closure order and related map will also be posted at the Upper Snake River Field Office, 1405 Hollipark Drive, Idaho Falls, Idaho 83401, and can also be viewed online at: [http://www.blm.gov/id/st/en/fo/upper\\_snake.html](http://www.blm.gov/id/st/en/fo/upper_snake.html). This closure is established and administered by the BLM under the authority of 43 CFR 8360, and complies with 43 CFR 8364.1 (Closures and Restrictions).

**Exemptions:** Persons who are exempt from this restriction include any Federal, State or local officer or employee acting within the scope of their duties; members of any organized rescue or fire-fighting force in the performance of an official duty; and any person holding written authorization from the BLM.

**Penalties:** Under Section 303(a) of the Federal Land Policy and Management Act of 1976 (43 U.S.C. 1733(a)) and 43 CFR 8360.0-7, any person who fails to comply with this closure may be tried before a United States Magistrate and fined up to \$1,000 or imprisoned for no more than 12 months. Violators may also be subject to the enhanced fines provided for in 18 U.S.C. 3571.

Wendy Reynolds,

Field Manager, Upper Snake Field Office,  
Bureau of Land Management.

[FR Doc. 2010-22079 Filed 9-2-10; 8:45 am]

BILLING CODE 4310-GG-P

## DEPARTMENT OF JUSTICE

### Bureau of Alcohol, Tobacco, Firearms and Explosives

[OMB Number 1140-NEW]

#### Agency Information Collection Activities: Proposed Collection; Comments Requested

**ACTION:** 60-Day Notice of Information Collection Under Review: ATF Adjunct Instructor Data Form.

The Department of Justice (DOJ), Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), will be submitting the following information