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**BOTH PARTIES' SIGNATURES AND DATE**

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Concessionaire

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Forest Service

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## **Recreation Area Operating Plan**

### **A. Operating Season**

The \_\_\_\_\_ Campground will be open to the public under this Concession operation daily from \_\_\_\_\_ through \_\_\_\_\_. The \_\_\_\_\_ Day Use Area will be open to the public under this Concession operation daily from \_\_\_\_\_(date) through \_\_\_\_\_(date).

### **B. Staffing and Management**

1. Staffing: \_\_\_\_\_ will be the on-site manager and will have full authority for making decisions and interacting with the public and the Forest Service on matters pertaining to this permit. Concessionaire will have staff on-site at least 18 hours/day, (and visibly available to the public at least 10 hours/day) Friday through Sundays and holidays, and at least 3 hours per day on other days except Monday and Tuesday. Staff presence in the campground will include the period from 8-9PM. The campground might not always be staffed on Mondays and Tuesdays.

2. Personnel: The following personnel will be involved in the Concession Operation of the Recreation Area:

- Manager -
- Records -
- Cleaning and Maintenance -
- Mowing and Trimming -
- Reservations and Sales/Collections and Compliance -
- Advertisement and Public Relations -

3. Employee Training - Each employee will participate in Host Orientation, provided by the Forest Service. Employees will also have taken First Aid and CPR within the past 3 years.

4. Employee Services – Housing in the form of a camp trailer space, with utilities, will be provided to the on-site manager by the concessionaire. The manager must provide an acceptable camp trailer for living quarters...and must remove this trailer during the winter months. Concessionaire employees will be allowed to continue to occupy the host site from April 1 through December 1.

5. Employee Conduct - All employees will conduct themselves in such a manner as to promote a "Good Host " attitude, and to reflect positively on the image of the Forest Service and the Concessionaire. Employees will not be under the influence of alcohol or illegal drugs while they are within the recreation area. They will treat all visitors with respect and courtesy.

6. Uniforms - Employees operating the recreation area during established hours will wear a ball cap, tee shirt, or jacket with the patch, name or insignia of the Concession operation on it. Name tags will be worn when making compliance checks on the weekends or holidays. Shorts or trousers may be worn as part of the uniform, depending upon the weather and the tasks being performed. Tank tops are not considered an acceptable part of the uniform. Shoes will be worn by all personnel on duty. Clothing will be neat, clean, fit reasonably well, and not be excessively worn or torn.

### **C. General Operations**

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## 1. Recreation Site Operations

a. Hours of Operation - The recreation area will be open from 6AM to 10PM, 7 days per week during the entire operation season.

b. Cleaning and Maintenance - All facilities will be cleaned and maintained frequently enough to meet all the standards included in the prospectus. As a minimum, toilets will be checked twice daily on weekends and whenever campground or day use site occupancy exceeds 50% of capacity, and at least 3 times/week when occupancy is below that level, or more often as needed.

2. Holder M&R - The concessionaire will complete the identified M&R projects themselves. These will most likely be completed during the month of August. Minimum requirements identified in the prospectus will be met, and projects will be identified in an M&R supplement completed after a joint inspection by the Forest Service and the concessionaire prior to the beginning of the operating season, (see 14: pre-maintenance inventory).

## 3. Pricing Policy

a. Use of Fee Sites by Non-fee Guests – Non-fee guest vehicles will not be allowed to remain in the campground for more than 30 minutes without paying either the day use fee, or the extra vehicle fee, (depending upon whether or not they will be in the campground past 10PM), unless they are bona-fide volunteers.

b. Use Fees: Fees will be \$8/night for standard single campsites, \$16/night for double campsites, and \$2/vehicle parking fee for day use. Single sites will also be offered for \$50/week, or \$200/month. Changes may be proposed for subsequent years, at least 6 months prior to the opening of the operating season. There is a \$2/vehicle charge for more than 2 vehicles at a single campsite, or more than 4 vehicles at a double campsite. There is an additional charge of \$2/night for dogs in the campground, and a fee of \$1/day for dogs not staying in the campground that are utilizing the day use area. Sites with electric hook-ups are \$5/night more for singles, and \$9/night more for doubles.

c. Discounts and Passes – Golden Age and Golden Access passes will be honored for a 50% discount of camping and extra vehicle fees at single and double family campsites, and for the day use parking fee, but not for pet fees. Golden Eagle passports will not be honored. Mark Twain National Forest Annual Day Use parking passes will be sold for \$20/pass, with a 50% discount for Golden Age and Golden Access Passport holders.

d. Fee Collection and Refunds - Refunds will be made of camping fees paid on site within 30 minutes of payment, or with 24 hour advance notice. Refunds of pavilion rental fees paid to the concessionaire will normally be made only if the concessionaire is notified a minimum of 24 hours in advance. A non-refundable \$1 handling fee may be kept. Refunds of reservation service payments will be in compliance with the NRRS reservation policy. Other refunds will be at the individual discretion of the concessionaire, when the request is made in writing.

e. Other Service Fees/Rentals - Firewood will be available for \$4/bundle. Fishing tackle will be available for \$2/half-day. Float tubes will rent for \$3/half-day of up to 4 hours. No additional services will be permitted that would adversely affect the recreation experience or general atmosphere of the recreation area. There will be no discounts offered to passport holders.

f. Sundries - Ice, soft drinks, candy bars, mosquito repellent, and bait will be available. Merchandise and services offered for sale to the public within the permit areas are limited to those

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items appropriate to a camping, fishing, and/or boating facility and must have written approval by the Forest Service. Offerings of appropriate merchandise and services are encouraged.

The sale of alcoholic beverages is prohibited.

Contracting of food or other sales, and/or care and policing may occur if approved. The Permit Holder cannot relinquish his/her responsibility and obligation for any of these services.

Food preparation and/or food sales conducted by the Permit Holder within this permit area will require the Permit Holder to comply with applicable State laws and regulations governing such operations. Additions to government provided facilities, to meet State requirements, are the responsibility of the Permit Holder.

All unsold merchandise and food must be removed at the end of the use season.

4. Site Occupation Requirements: The 14 day limit will be waived, except for waterfront sites. A 30-day limit may be implemented if warranted by excessive demand for a given site. The requirement for occupation of a site will be eliminated. Sites not on the reservation system may be rented by paying for them for periods not to exceed 30 days at a time.

5. Reservation System - The NRRS will be available and utilized for pavilions, sites with electrical hook-ups, all non-waterfront single campsites, and group sites. The DARs will be sent by FAX to both the Concessionaire and to the Forest Service, so that they are available for the Concessionaire to pick up if their FAX machine is not working appropriately on occasion.

6. Insurance - a minimum of \$300,000 liability insurance will be provided, as required. Casualty insurance will not be provided. Permittee understands that waiver of the requirement for casualty insurance does not relieve them of responsibility/liability in the case of gross negligence.

7. Customer Feedback - customer feedback will be sought by making the Forest Service Comment Cards available to all campers and others who request them.

8. Emergency Responses - Phone numbers of local emergency officials and agencies will be posted on all bulletin boards within the recreation area. The Host will attempt to call for help, when needed, and will notify the Forest as soon as possible and within 12 hours of any serious accident resulting in hospitalization or death.

9. Law Enforcement - Safety and Security and Law Enforcement will be provided for as detailed in Appendix H of the prospectus, attached.

10. Communication Systems - The permittee will provide telephone communications at the campground. An answering machine will be on and will take messages during the times that no one is available to answer the phone.

11. Managing Non-fee Sites – The concessionaire will check the condition of the bulletin board and patrol for litter at the \_\_\_\_\_ trailhead at least two times per week. The Forest Service will be notified within 24 hours of any problems beyond those involving routine clean-up.

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12. Recycling - A well-labeled container will be available in the campground for collection of aluminum cans for recycling. Permittee will not participate in programs for recycling other materials.
  13. Equipment and Supplies - The permittee will provide all the equipment and supplies needed for normal operation and maintenance of the recreation area, including but not limited to cleaning supplies, hand tools required for minor repair, paint and brushes, rakes, weed eaters, a small pick-up truck, and a riding lawn mower. Exception: The Forest Service will provide fee envelopes. The Forest Service will also provide a lawn mower, and be responsible for mowing the roadsides leading to and within the campground.
  14. Pre-maintenance Inventory - The permittee and the Forest Service will conduct a joint inventory 3-7 working days prior to the specified opening date for the season. The Forest Service is responsible for documenting the tasks agreed upon during that inspection.
  15. Use Reports: The permittee will provide the required use information to the Forest Service within 30 days of the end of the use season, in the agreed upon format. The Forest Service will provide forms for these records.
  16. Utilities: Permittee will reimburse the Forest Service for the cost of electricity during his period of operation. He will also pay for activation of telephone line(s), and payment of monthly phone bills, and arrange for removal or shut-off of the phone after the end of the use season. All water and sewer bills will be the responsibility of the Forest Service.
  17. Solid Waste Collection/Disposal: The permittee will be responsible for gathering of all solid waste and garbage into the centralized dumpsters. He will also provide trash bags for individual cans and for campers, as needed. The Forest Service will arrange and pay for at least weekly collection of the garbage during the concession period, and will be reimbursed by the permittee for the costs of collection and disposal of the garbage.
  18. Water System Operation and Testing - Daily operation of the water (and sewer) system(s) is the responsibility of the Permittee. Monthly tests and major repairs are the responsibility of the Forest Service. The Permittee will notify the Forest Service as soon as possible when there is a major problem with the water or sewer system.
  19. Telephone – The permittee may elect to provide communications only through a cell phone, activated in his own name, with an answering or message service. He will provide the phone number for that cell phone to the Forest Service and local law enforcement agencies.
  20. Mowing and Weed Eating - The Concessionaire will provide a riding lawn mower, and be responsible for mowing the lawn in the picnic area. The permittee will be responsible for providing a weed eater, and for keeping the weeds trimmed around all signs, trees, campsites, and other facilities that are not feasible to trim with the riding lawn mower. The Forest Service will be responsible for mowing the roadsides leading into and out of the recreation area, and to the boat launch.
  21. Sewage – The permittee will monitor the sewage treatment system alarms, and notify the Forest Service immediately if the alarms are activated, or within 1 hour of loss of power to the system.
  22. Toilet Pumping - The Permittee will be responsible for arranging and paying for pumping of all vault toilets within the recreation area, up to 1 time/toilet/year, as needed. The permittee must notify

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the Forest Service of who will pump the toilets and when, at least 3 days in advance of the established pumping date. If there is a need for pumping toilets more than one time per year, as a result of flooding or heavy use, the Forest Service will arrange and pay for the additional pumpings.

23. Site Hazards (including hazard trees) - The Forest Service and Permittee will jointly inspect the recreation area and identify site hazards at least 3 days prior to the opening of the site by the concessionaire. The permittee will be responsible for removal of these hazards, up to a limit of \$500 per season. The Permittee will be responsible for inspecting for hazards at least biweekly during the recreation season. Hazards that are recognized during the recreation season will be documented, the Forest Service will be notified, and the permittee will remove the hazard, subject to the \$500 per season limitation.

24. Signs and Posters: All signs and posters to be used at this recreation area will be agreed upon by the Forest Service and the permittee, and supplied by the Forest Service. The permittee will be responsible for posting all signs and posters, and keeping the bulletin boards and signs neat and fresh-looking. The area will be signed, "These Forest Service owned facilities are operated and maintained under a Special Use Permit from the Mark Twain National Forest by \_\_\_\_\_."

25. Advertising and News Releases - The permittee will be responsible for developing and distributing all news releases, and will provide at least 3 news releases per year to the (local paper). The Forest Service has a right to review them prior to release. All advertisement materials must meet the approval of the Forest Service.

26. Fire Prevention - Recreationists will be advised of fire safety and prevention practices through notices on the bulleting boards and personal contacts by the concessionaire, as appropriate. Smokey Bear handouts and other prevention materials may be purchased through the Forest Service. The Forest Service will provide at no cost to the permittee at least 50 litter bags, and 100 pencils, pens and/or rulers each year for distribution to the campers. If requested and available, the Forest Service will work with the permittee to arrange for up to 2 Smokey Bear visits/year, with the permittee assisting with staffing for the visit.

27. Road and Trail Maintenance - the Forest Service will be responsible for maintenance of all roads, and maintenance of all trails not within the recreation area boundary.

28. Herbicides, Pesticides and Noxious Weeds - the permittee will be responsible for obtaining any and all herbicides and pesticides needed during the operation of the recreation area. The Forest Service will approve all pesticides prior to their use. Any chemicals used in the performance of this permit will require prior Forest Service approval.

29. Boating (If Applicable)

30. Vandalism - The permittee will be responsible for repair or replacement of all facilities subjected to vandalism, up to \$100/occurrence. The Forest Service will be responsible for repair of larger vandalism projects. The permittee will notify the Forest Service of all vandalism incidents within 48 hours.

31. Improvements - All improvements must be approved by the Forest Service, prior to commitment and installation.

32. Storage - Equipment may be stored on site, however, the Forest Service will not be responsible for any loss or damage of said equipment. Gasoline and other fuels and hazardous materials must be stored in Forest Service approved locations and containers. Supplies and equipment will be limited to those necessary for operation of the recreation area, and stored in designated areas and containers, and screened from the public view.

33. Gratuity - Items listed in a policy statement prepared by the Permit Holder pertaining to gratuities must be previously approved in writing by the Forest Service, (attached). The policy may provide for gratuities furnished to persons present in the interest of public safety; those whose presence will significantly increase sales by publicity for the operation; competitors, judges, and other officials of organized competitive or exhibition events; officials responsible for inspection and administration of the permitted use; and other similar purposes. The Permit Holder will, however, be required to honor the Golden Age and Golden Access passports by allowing the holder a fifty percent reduction in user fees, such as those fees charged in camping and parking.

34. Non-discrimination Services - In the conduct of all work, activities and services under this permit, the Permit Holder shall not discriminate against any member of the public, employees, staff, or applicants for employment because of race, color, religion, sex or national origin. Photographs used in publications will show a mixture of races and gender. Brochures or any publication for the public will be available in large print. A non-discrimination statement furnished by the Forest Service will be placed on all brochures and maps.

#### 35. Other Optional Services

a. Interpretive Services – A campfire program and sing-a-long will be offered the second and fourth Friday evening of each month. Outside speakers may be invited as presenters, (in exchange for a free campsite for the weekend). A Junior Ranger program will be offered each Saturday afternoon. There will be no charge for attendance at these programs.

b. Special Events – A “Pioneer Weekend” will be held the second weekend of June, and will feature basket weaving, fly-tying and other hand-made crafts, as well as old-fashioned games.

c. Geocaches – The permittee, in conjunction with others, will set up and maintain two geocaches within the day use portion of the recreation site.

### **D. Preseason Operations**

Prior to opening the areas for the season, the Permit Holder will complete all of the following:

- Cleaning toilet buildings inside and out; includes cleaning all toilet vents so they are free of cobwebs and any other obstructions;
- Clearing roads and trails of debris and safety hazards;
- Cleaning upright grills, stoves, and fire rings. These facilities will be free of ashes and litter;
- Raking sites to ensure they are free of debris and litter;
- Mowing, trimming, and hazard removal, as previously noted;
- Washing tables, repairing broken or rotted boards and tightening loose table planks;
- Installing all signs and posters provided by the Forest Service.

### **E. Post-Season Operations**

At the end of the season, the Permit Holder will close all facilities, and prepare them for the winter.

This includes draining water systems, collecting all garbage cans, securing all doors, and cleaning out all culverts, among other tasks.

### **F. G-T Offset**

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1. Deposits and Advance Payments - A \$100 deposit will be made at the beginning of the first season. Estimated payments for the first 3 years will be applied toward providing electrical hook-ups at selected campsites at the beginning of the second season.
  2. Accelerated G-T Offset - Estimated payments for the first 3 years will be applied toward providing electrical hook-ups at selected campsites at the beginning of the second season.
  3. Annual G-T Offset Plan - an annual plan will be prepared to address offset projects for year 4 and beyond.

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PERMITTEE'S SIGNATURES AND DATE

Title \_\_\_\_\_

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FOREST SERVICE SIGNATURE & DATE

Title \_\_\_\_\_