



ORDER NO. 18-01

OCCUPANCY AND USE

WILLAMETTE NATIONAL FOREST

Pursuant to 36 CFR 261.50(a) and (b), the following acts are prohibited on the area, roads and trails described in this order within the Willamette National Forest beginning 12:01 AM on 20 April, 1998 and continuing until rescinded.

1. Camping in excess of a total of 14 days during any 60 consecutive day period beginning on the first day of camping. 36 CFR 261.58(a).
2. Camping in violation of posted official Forest Service sign, notice or instruction. 36 CFR 261.58(e).
3. Entering or using a developed recreation site or portion thereof when closed to public use. 36 CFR 261.58(b).
4. Parking or leaving a vehicle outside a parking space assigned to one's own camp unit. 36 CFR 261.58(h).

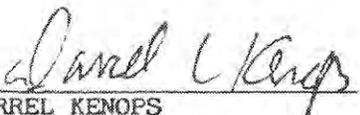
Pursuant to 36 CFR 261.50(e), the following persons are exempt from this order:

1. Persons with a permit specifically authorizing the prohibited act or omission.
2. Any federal, state or local officer, or member of an organized rescue or firefighter force in the performance of an official duty.

Description of area:

This order covers the Willamette National Forest, in its entirety, including all areas, roads, trails, developed and undeveloped recreation sites and bodies of water within and/or administered by forest.

Done at Eugene, Oregon this 5<sup>th</sup> day of April, 1998.

  
DARREL KENOPS  
Forest Supervisor  
Willamette National Forest

Violation of this prohibition is punishable by a fine of not more than \$5,000.00 for an individual or \$10,000.00 for a corporation or imprisonment for not more than 6 months or both. Title 16 USC 551.

ORDER

FIRE REGULATIONS

USDA - FOREST SERVICE

REGION 6

Pursuant to 36 CFR Sec. 261.50(a) and (b) the following acts are prohibited within the National Forest System administered by the USDA Forest Service, Region 6, including all Forest development roads and trails:

Possessing, discharging, or using any kind of firework or other pyrotechnic device except emergency highway fuses and flares. 36 CFR 261.52(f)

Pursuant to 36 CFR 261.50(e) the following persons are exempt from this order:

Person with a permit to use fireworks.

Done at Portland, Oregon, this *1st* day of *June*, 1987.

*Robert W. Williams* for  
JAMES F. TORRENCE  
Regional Forester

This Order supersedes Regional Forester Order No. 1, dated the 6th day of May, 1981.

Violation of the prohibitions is punishable by fine of not more than \$500.00 or imprisonment for not more than six months or both.

Title 16 USC Section 551.

Regional Forester Order No. 1



**SAMPLE Monthly or Annual Use/Fee Report**

Willamette National Forest

Reporting Period: \_\_\_\_\_

Campground	Total # of sites occupied	Total # of people	Percent occupancy	Camping fees collected on site	Fees for other goods & services	# Golden Age/ Access used	NRRS fees (monthly/annually)
<b>TOTAL</b>							

Annual fees collected under the NRRS \_\_\_\_\_

Taxes paid (end of year report only) \_\_\_\_\_

Total gross/total revenue (end of year report only) \_\_\_\_\_

Total net revenue (end of year report only) \_\_\_\_\_



## ***VISITOR COMMENT CARD***

Thank you for camping or visiting this recreation area. Please take a few moments to reflect on your recreation experience. We appreciate you taking time to evaluate, comment or share suggestions.

Drop this off to your host, nearest Forest Service office or mail to: (Permittee Address) or Willamette National Forest, Attn: Recreation, 3106 Pierce Parkway, Suite D, Springfield, OR 97477.

Campground or Recreation Area: \_\_\_\_\_

Date of Visit: \_\_\_\_\_ Type of Use (Check any that apply):

Camping     Day Use     Fishing     Boating     Hiking

Other: \_\_\_\_\_

Did you reserve a campsite through the reservation company?  Yes     No

	Excellent	Good	Fair	Poor
Employee Courtesy/Attitude				
Employee Knowledge				
Cleanliness of Campsite				
Cleanliness of Facilities				
Fee Payment Procedures				
Price/Value of Campsite				
Information Available/Present				
Sense of Security				
<b>OVERALL RATING</b>				
If you made reservations:				
Ease of making contact				
Processed in Timely Manner				
Operator Courtesy/Attitude				
Operator Knowledge				
Price/Value of this Service				
<b>OVERALL RATING</b>				
<b>Please make comments or suggestions on the other side of this form</b>				

Your Name (Voluntary) \_\_\_\_\_

Address/Phone: \_\_\_\_\_

It is the policy of the USDA Forest Service not to discriminate in employment or delivery of program services on the basis of race, color, sex, age, religion, national origin, marital status or disabling condition. Any person who believes he or she has been discriminated against in any Forest Service related activity should write to: Chief, Forest Service, Washington D.C. 20250

\_\_\_\_\_ is a concessionaire operating and maintaining these facilities under permit issued by the USDA Forest Service.

## Performance Appraisal Concession Campgrounds

Forest: WILLAMETTE Permittee: \_\_\_\_\_

Appraiser: \_\_\_\_\_ Date \_\_\_\_\_

Performance Item	Above Standards	Meets Standards	Below Standards	Unacceptable
<b>1. PERMIT TERMS</b>				
!A. Insurance requirements met				
!B. Payments timely				
C. Use reports accurate & timely				
!D. Title VI requirements met				
E. Advertising & signage acceptable				
F. Other permit terms met (specify below)				
Granger-Thye Projects				
<b>2. OPERATION &amp; MAINTENANCE PLAN</b>				
!A. O&M Plan properly submitted				
!B. Fees & services provided as represented				
C. Reservations Plan properly submitted, followed				
D. Employees knowledgeable of operating plan				
E. Pre- and post-season ops & maintenance performed correctly and in timely manner				
F. Proper ID of equipment and staff				
<b>3. MEANINGFUL MEASURES</b>				
<b>Health and Cleanliness</b>				
!A. Humans free from exposure to human waste				
!B. Water system managed in compliance w/ all state and Forest Service standards and requirements				
C. Sites meet <i>Cleaning Rec Sites</i> standards				
D. Garbage does not overflow containers				
E. Garbage containers are vermin proof				
F. Litter & waste removal is timely (within 24 hrs)				
G. Graffiti removal is timely (within 48 hours)				
H. Toilets & garbage containers clean, odor free				

! Denotes a Critical Element

**Prospectus for Campground and related Granger-Thye Concessions, WNF - South Santiam Complex 2010**  
**APPENDIX 7 - Standard Performance Evaluation Form**

<b>Performance Item</b>	<b>Above Standards</b>	<b>Meets Standards</b>	<b>Below Standards</b>	<b>Unacceptable</b>
<b>Setting</b>				
A. Site capacity limits maintained				
B. Plans and colors approved before work starts				
C. Services & recreation opportunities are consistent with ROS objectives				
D. Vegetation management plan adhered to				
E. Unacceptable soil compaction, erosion, vegetation loss, etc., prevented or corrected				
<b>Safety &amp; Security</b>				
!A. Safety inspections completed & documented				
!B. High-risk conditions corrected prior to use				
!C. High-risk conditions occurring in season are corrected immediately, or identified, or the site is closed to the public				
D. Employees have dependable communications				
E. Employee presence provided as necessary to give users a sense of security				
F. Visitor compliance with FS regs obtained				
G. 36 CFR 261.14 infractions reported promptly				
<b>Responsiveness</b>				
!A Facilities posted as ADA compliant				
B. Bulletin boards contain required info and are neat, visible, and easy to read				
C. Info and signs readable, current, presentable				
D. Employees receive "Good Host" training and demonstrate good customer service				
E. Positive comments received from visitors				
G. Visitor comment cards made available to each party				
<b>Condition of Facilities</b>				
!A. All facilities functional and in good repair				
B. Facilities maintained in good condition according to Holder M&R plans				
C. Vandalism corrected within 1 week of discovery				

! Denotes a Critical Element

Comments and/or corrective actions pertaining to specific items listed above: \_\_\_\_\_

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Have all "Below Expectations" items from previous performance inspection/appraisal(s) been corrected?

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Permittee's comments: \_\_\_\_\_

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(Continue on a separate sheet of paper if desired)

**Midyear Evaluation and Appraisal Overall Rating**

**Above Expectations ( )      Meets Expectations ( )      Below Expectations ( )      Unacceptable ( )**

Note:

1. If any Critical Element is rated "Below Expectations," the best possible overall rating is Below Expectations.
2. If any Critical Element is rated "Unacceptable," the best possible overall rating is Unacceptable.
3. If more than three noncritical elements are rated "Unacceptable," the best possible overall rating is Below Expectations.
4. If three or more Critical Elements are rated "Below Expectations," or over four other elements are rated "Unacceptable," the best possible rating is Unacceptable.

Below Expectations: The permittee is given notice regarding which element(s) justify the rating, and if performance in this element(s) is not improved prior to the next rating period, the Below Expectations rating shall be reduced to an Unacceptable rating.

Unacceptable: The permittee is issued written notice of the Opportunity to Take Corrective Action as stipulated in Section V (C) of the Special-Use Permit. This is the required first step in suspension and/or revocation of use over all or portions of the permit area. In some instances, such as a lack of adequate insurance, safety issues, etc., suspension or revocation may take place immediately.

Signatures:

Permittee Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Forest Representative: \_\_\_\_\_ Date: \_\_\_\_\_

The permittee's signature denotes that the Forest Service representative has discussed this evaluation/appraisal with the permittee or his/her representative. A signature does not necessarily constitute agreement or acceptance of the rating.

## **2342.1 - Law Enforcement**

The responsibility for conducting law enforcement at concession campgrounds operated on National Forest System lands is borne by several governmental entities. It is the responsibility of the authorized officer to ensure that law enforcement activities at concession campgrounds are conducted in a manner consistent with the provisions of exhibit 01.

### **2342.1 - Exhibit 01**

#### **Law Enforcement at Concession Campgrounds**

##### **ROLES AND RESPONSIBILITIES**

1. **Concessionaires.** In responding to violations of Federal, State, and local laws, ordinances, and regulations, concessionaires have the same authority as a private citizen. Concessionaires generally cannot enforce Federal, State, or local laws or regulations, including 36 CFR part 261, Prohibitions on National Forest System lands. Concessionaires should be knowledgeable of applicable Federal, State, and local laws and regulations, including 36 CFR part 261, and should report violations of these laws and regulations to the appropriate law enforcement authorities.

Concessionaires may enhance public safety at concession campgrounds in a number of ways. For example, they may hire a private security firm, hire off-duty State or local law enforcement personnel, or enter into a cooperative agreement with the county for additional patrols.

Under the terms of the campground concession permit, the authorized officer may allow or require a concessionaire to establish certain restrictions on conduct or rules of use. For instance, the concessionaire may establish a rule of use that limits the number of vehicles per campground site, establishes a limit on the length of stay, or prohibits washing food at a water hydrant. The rules of use may be incorporated into the concessionaire's operating plan, and the concessionaire may be held accountable for ensuring compliance under the terms of the special use permit.

Conduct that violates rules of use may also violate Federal, State, or local laws. When such conduct occurs, the concessionaire should report those violations to the appropriate law enforcement authority. For example, violation of a rule of use may constitute a disturbance of the peace in violation of State law or disorderly conduct in violation of Forest Service regulations at 36 CFR 261.4

To minimize confusion between criminally enforceable Federal, State, and local laws and concessionaire-established rules of use, each should be separately posted within the campground.

2. State and Local Law Enforcement Agencies. Generally, State and local law enforcement agencies have authority to enforce applicable State and local laws, ordinances, and regulations on National Forest System lands. Under 16 U.S.C. 480, States retain their civil and criminal jurisdiction over persons on the National Forests. Thus, crimes involving persons and their property are generally the primary responsibility of State and local law enforcement authorities.

Where a concessionaire has established rules of use, there is no authority for a State or local law enforcement agency to take enforcement action, unless the conduct giving rise to the violation of a rule of use also constitutes a violation of State or local law.

There is no authority for the Forest Service to allow State and local law enforcement personnel to enforce Federal laws and regulations, including 36 CFR part 261. Some conduct may be prosecuted under Federal or State law because the conduct violates both Federal and State law. However, State and local law enforcement officers may enforce only State and local law.

3. Forest Service. The Forest Service retains all its authorities and responsibilities for enforcing Federal laws and regulations relating to administration of National Forest System lands. The role and responsibilities of the Forest Service do not change simply because the Forest Service has issued a special use permit to a concessionaire. Forest Service personnel should continue to enforce all Federal laws and regulations relating to administration of National Forest System lands within concessionaire-operated campgrounds.

Forest Service personnel should not assume, however, that all laws and regulations applicable to facilities operated by the Forest Service are also applicable to sites operated by concessionaires. For example, as a matter of policy the Forest Service does not interpret failure to pay a camping fee charged by a concessionaire to be a violation of 36 CFR 261.15 because the camping fee charged by the concessionaire is not an admission or recreation use fee for a “site, facility,... or service furnished by the United States.” The agency construes “furnished by the United States” to mean “owned and operated” by the United States.” Therefore, the Forest Service would not cite someone for failure to pay a camping fee at a concession campground because the site is operated by a concessionaire, rather than the Forest Service, and the concessionaire, rather than the Forest Service, retains the campground fees.

The regulations at 36 CFR part 261, subpart A, apply at both Forest Service and concessionaire-operated campgrounds. In contrast, orders issued under 36 CFR part 261, subpart B, may or may not apply at concession campgrounds. A subpart B order must clearly state the area to which it applies. 36 CFR 261.50(c)(1). If the order is forest-wide, it applies to all campgrounds, including concession campgrounds, within the forest. Operating plans for concession campground permits should be consistent with any orders that apply. A concessionaire may not allow an activity prohibited by an order. However, a concessionaire’s rule of use may be stricter than an order.

The Regional Forester or Forest Supervisor may exempt concession campgrounds from an order and may want to exempt them to place more responsibility for the site on the concessionaire. Rules of use rather than the order would then govern. This approach is consistent with one of the purposes of the campground concession program, which is to reduce expenditure of limited Forest Service resources in administering developed recreation sites.

When issuing a subpart B order, the Regional Forester or Forest Supervisor should consider whether the order should apply at concession campgrounds.

If concession campgrounds are exempted from a subpart B order, the rules of use established by concessionaires may differ from the restrictions contained in the order that applies elsewhere. For example, the restriction established by an order on the number of vehicles allowed per campsite at a Forest Service-operated campground may differ from the same type of restriction adopted as a rule of use at a concession campground. Forest Service personnel should ensure that they enforce only those subpart B orders that apply to concession campgrounds.

36 CFR part 261, subpart C, regulations should be handled the same way as subpart B orders. Subpart C regulations are issued by the Chief or Regional Forester to prohibit acts or omissions in all or any part of an area over which the Chief or Regional Forester has jurisdiction.

Forest Service law enforcement personnel should cooperate with State and local law enforcement agencies to the extent authorized by Forest Service policy (FSM 5360) and State and Federal law, such as 16 U.S.C. 559g(c), which authorizes acceptance of a law enforcement designation from States, and 16 U.S.C. 553, which authorizes the Forest Service to aid in the enforcement of State laws in certain respects.

Prospectuses and permits for concession campgrounds should clearly describe the respective responsibilities of Forest Service law enforcement personnel, State and local law enforcement authorities, and concessionaires.

## SUMMARY

Crimes involving persons and property are generally violations of State law. State and local law enforcement authorities have jurisdiction to enforce State laws at concession campgrounds. Forest Service personnel have the responsibility to enforce Federal laws and regulations relating to the administration of National Forest System lands. Concessionaires may establish and enforce rules of use that are subordinate to Federal, State, and local laws and regulations. Rules of use are not enforceable by Federal, State, or local law enforcement authorities unless violations or rules of use constitute violations of Federal, State, or local laws.

Concessionaires should contact Federal, State, and local law enforcement authorities to address criminal violations under their respective jurisdictions. Concessionaires may also consider hiring a private security firm or contracting with off-duty State or local law enforcement personnel to address day-to-day public safety concerns at concession campgrounds.

Campground concession prospectuses and permits should clearly describe the respective responsibilities of Forest Service law enforcement personnel, local law enforcement authorities, and concessionaires. In order to minimize visitor confusion between criminally enforceable Federal, State, and local laws and concessionaire-established rules of use, each should be separately posted within a campground.

## **Appendix 9 Annual Operating Plan And Annual Operating Plan Outline**

This appendix describes the minimum requirements of the holder's Annual Operating Plan and application regarding the operating season, staffing, operations and maintenance services provided, and minimum standards to be met. The Forest Service will use the information which the applicant provides to rate the applicant against the "Proposed Operating Plan" evaluation criteria. The successful applicant's proposal will become a part of his/her Annual Operating Plan. Please get in touch with Stacey Forson by email or phone at [slforson@fs.fed.us](mailto:slforson@fs.fed.us) or 541-225-6301, if you have any questions.

The holder must also meet the additional standards and requirements specified in this section for the recreation sites listed in this prospectus. Applicants are required to propose how they will meet or exceed the minimum standards described in this chapter, as well as those listed in Appendix 20 *National Quality Standards for Recreation Site Management*, Appendix 21 *Water Testing Locations and Requirements*, and Appendix 23 *Recreation Site Amenity Table*.

Appendix 20 *National Quality Standards for Recreation Site Management* includes a comprehensive list of the National Meaningful Measures Standards which are applicable to concession management of U. S. Forest Service developed recreation sites. At a minimum the holder will be required to meet all Meaningful Measures Standards as listed.

## Annual Operating Plan Table of contents:

1. Operating Season:
2. Staffing:
  - 2a. Supervision/Management
  - 2b. Personnel
  - 2c. Employee Training
  - 2d. Employee Conduct
  - 2e. Uniforms and Vehicle Identification
3. Minimum Operations and Maintenance Standards
  - 3a. Customer Service
4. Preseason Operations
  - 4a. Safety and Hazard Tree Inspections
  - 4b. Water Systems
  - 4c. General Facilities Maintenance
5. "Open" Season Operations
  - 5a. Water Systems
  - 5b. General Maintenance
  - 5c. Interference with Normal Use of Recreation Sites
  - 5d. Standards for Site Facility Cleaning and Maintenance
    - 5d1. All Facilities
    - 5d2. Toilets
    - 5d3. Tables
    - 5d4. Fire Rings and Grills
    - 5d5. Grounds
    - 5d6. Roads and Trails
    - 5d7. Barriers
    - 5d8. Water Hydrants
    - 5d9. Trash Receptacles
    - 5d10. Site Markers
    - 5d11. Signs, Bulletin Boards, and Fee Stations
    - 5d12. Fee Notification
    - 5d13. Fishing/Viewing Platforms
6. Post-Season Operations
  - 6a. Water Systems
  - 6b. Utilities
  - 6c. Year-End Reports and Inspections
  - 6d. A joint end of season inspection

7. Site Hazards (Including Hazard Trees)
  - 7a. A annual site safety inspection
  - 7b. High risk site conditions - closed season
  - 7c. Removal of other similar natural or man-made objects
  - 7d. Identifying and removing all hazard trees
  - 7e. FS approval for cutting or pruning of any trees.
  - 7f. Stumps, slash and logs
  - 7g. Disposal of slash and bucked logs
8. Signs and Posters
  - 8a. Entrance board signing
  - 8b. Compliance with Title VI regulations
  - 8c. Signing requirements
  - 8d. Signs or other advertising on NF lands
9. Advertising
  - 9a. Accurate representation
  - 9b. Equal opportunity provider
10. Fire Prevention
  - 10a. Fire prevention plan
11. Road and Trail Maintenance
  - 11a. Safe and passable condition
  - 11b. Road maintenance schedule
12. Emergency Response
  - 12a. Responding to emergencies
13. Law Enforcement
  - 13a. Concessionaire's responsibility for law enforcement
14. Communication Systems
  - 14a. Ensuring complete, timely, and accurate communication
15. Bear, Cougar, and Other Predators
  - 15a. Managing predators.
16. Diseases (Hantavirus and Plague)
  - 16a. Managing diseases
17. Rodent Control
  - 17a. Controlling rodents
18. Herbicides, Pesticides, and Noxious Weeds
  - 18a. Manage noxious weeds

19. Vandalism
  - 19a. Minimize vandalism
20. Use of Fee Sites by Non-fee Guests
  - 20a. Managing nonpaying customers.
21. Other Required Services
22. Other Optional Programs
  - 22a . Interpretive Programs
    - 22a1. Interpretive services plan
  - 22b. Recycling
    - 22b1. Proposed recycling services.
23. Additional revenue-producing sales, services, and/or fees

## **1. Operating Season:**

The dates specified in Appendix 23 *Recreation Site Amenity table* are the minimum operating seasons. All sites will be open and operational seven days per week, including holidays, between these dates. Applicants need to state the period of time in which they will plan to operate the sites listed in this prospectus, if different than those shown in II.B. Applicants may also list additional shoulder seasons that they would propose. The holder must keep the Forest Service informed of proposed extensions to the minimum season dates.

## **2. Staffing:**

The holder's proposal should ensure adequate staffing to meet the requirements outlined in this prospectus. The holder will be responsible for furnishing all personnel, and for adequately training and supervising their activities while performing under the provisions of the permit.

The holder must meet the requirements of state and Federal laws governing employment, wages, worker safety, etc. Applicable laws include, but are not limited to, laws governing equal opportunity, civil rights, fair labor standards, minimum wage, Davis-Bacon Wage Rates (for G/T fee off-set), workers' compensation, OSHA regulations, ADA, and immigration laws regarding employment of non-citizens.

### **2a. Supervision/Management**

The holder must designate a representative(s) who will serve as the liaison between the holder and the FS and have full authority to act on the terms of the special use permit.

There may be more than one designee, each of whom has the authority to act on one or more permit terms (ie; one person may deal with operations issues, one may deal with maintenance issues, and another may deal with financial issues). The designee(s) names, or the appropriate job title(s), must be included in the proposal.

### **2b. Personnel**

In addition to the requirements outlined in the Supervision/Management section above, the FS recommends that hosts/site managers be located at the sites listed below. A history of operations experience indicates that having personnel stationed at these sites is very useful in providing the quality of services required to meet standards due to the complexity of operations which occurs at these sites. See Appendix 23 *Recreation Site Amenity Table*.

The holder is required to include his/her proposed staffing hours, schedules, and personnel locations for operations and maintenance in the application. The holder should include job descriptions and level of authority for all employee positions described.

The FS will regularly review employee performance and, when appropriate, recommend personnel action to the holder.

### **2c. Employee Training**

The proposal must identify any employee training program(s) which the holder will offer to employees.

The Forest Service may attend and/or participate in training sessions.

## **2d. Employee Conduct**

The holder is responsible for the conduct of his/her employees. They are expected to comply with all applicable Federal, state, and local laws, and to conduct themselves in a professional manner at all times. The special use permit does not shield the holder or his/her employees from prosecution if they violate any laws, either while performing their duties or while on their own time. Federal prohibitions include, but are not limited to:

- Engaging in conduct prohibited by the *Code of Federal Regulations* (36 CFR 261).
- Using, or being under the influence of, intoxicating beverages or narcotic drugs while on duty or representing the permittee;
- Discrimination in accordance with Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973; and the Age Discrimination Act of 1975, as amended.

## **2e. Uniforms and Vehicle Identification**

At a minimum, the holder should provide his/her employees with a professional uniform, which includes a name tag identifying them as concessionaire employees. The holder may not wear any component of the FS uniform (including official FS volunteer uniform components). They will maintain this uniform in a clean and presentable manner while performing duties. While conducting cleanup duties in the campground, the attendant could wear coveralls with the same insignia of the permittee.

At a minimum, holder vehicles should be clean, quiet, and well maintained. A professional quality sign containing the concessionaire's name must be displayed on each side of each vehicle used at concession sites. Due to CFR prohibitions, all-terrain vehicles and motorcycles may not be used at concession sites without prior written approval from the FS. If they are approved for use, they may not be driven off designated roads or trails.

A description of holder uniform components and vehicle identification devices should be included in the proposal and are subject to final approval by the FS.

## **3. Minimum Operations and Maintenance Standards**

The holder is responsible for meeting the following specific operations and maintenance standards and requirements.

### **3a. Customer Service**

The holder will need to develop and implement methods and mechanisms for responding to customer's needs in a helpful and professional manner, giving timely and courteous information and assistance, and doing those things necessary to ensure that customers have a safe and enjoyable stay on their National Forest.

The holder shall make Customer Service Comment Cards available to the public. (See Appendix 6 *Sample Customer Service Comment Card*.)

As part of a continuing effort to better serve the needs of the customer, the FS reserves the right to conduct random use counts and surveys in the areas included in this permit, and to converse with visitors on-site regarding the service they are receiving. Such surveys may be used for ongoing monitoring, as well as part of the holder's Annual Performance Evaluation.

#### **4. Preseason Operations**

Before opening a site for the season, the holder will be responsible for meeting the following pre-season inspections and maintenance standards:

##### **4a. Safety and Hazard Tree Inspections**

A safety inspection, to include hazard tree identification, will be performed on each developed site on an annual basis. This inspection should occur prior to the sites being opened to the public. Each inspection will be documented in writing, in a format acceptable to the FS. The holder will be responsible for correcting any safety deficiencies, including dropping hazardous trees (up to the limit), prior to opening the site to the public. Actions proposed to correct deficiencies must be approved by the Forest Service in order to ensure environmental protection and public safety.

##### **4b. Water Systems**

Many of the developed sites included in this offering have potable water systems. The holder is responsible for meeting all applicable health and safety standards. It is the responsibility of the holder to ensure that these water systems are properly shut down during the winter season and then turned back on before opening the sites. The holder should become familiar with the different water systems so he/she can be prepared to service and maintain them to standard. The FS will provide assistance during the initial year, to help the holder become familiar with each water system. If FS assistance is required in subsequent years, the holder may be billed for all government expenses related to these services.

Before water from a seasonal system is served to any employee or the public, the following steps will be performed on the system in order to meet water quality and safety standards:

- Clean the insides of the well and/or storage tank, where applicable.
- Thoroughly flush the entire system, to remove any foreign matter.
- A chlorine solution that tests in excess of 10 ppm at the most distant hydrant shall be distributed throughout the system and allowed to sit for a minimum of 24 hours, to sanitize the system.
- Satisfactory "safe" bacteriological test results must be obtained according to procedures required through a state certified lab.
- The requirements of Appendix 21 *Water Testing Locations and Requirements* must be met.

Further information about the potable water systems and state testing requirements may be obtained from the FS and the appropriate state department of health.

#### 4c. General Facilities Maintenance

In order to ensure environmental protection and public safety, a thorough safety and maintenance inspection of each site and all facilities shall be completed and documented before the sites are opened to the public. These inspections shall be documented in a format acceptable to the Forest Service.

The Forest Service recommends that a thorough cleaning of all facilities should be completed at this time so sites meet standards when they are opened to the public. The Forest Service also suggests that all maintenance needs should be accomplished at this time and/or documented for future attention.

#### 5. "Open" Season Operations

Once a site is open for the season, the holder will be responsible for meeting the following operations and maintenance standards:

##### 5a. Water Systems

The holder is responsible for compliance with all applicable Federal, state, and local drinking water laws and regulations for the operation and maintenance of a public water system. This includes the testing and maintenance of all potable water systems in accordance with **Oregon State Department of Public Health** and FS regulations. **If current regulations change and it becomes necessary to perform additional or different tests, the holder shall be responsible for compliance and associated costs.**

Current FS water testing requirements call for bacteriological water samples to be taken monthly. **One** bacteriological sample must also be taken prior to opening to the public. A Nitrate/Nitrite test for each potable water system is also required once per year. In the event of an "Unsafe" sample, the holder is required to complete all required notifications and retesting. (See FS-2700-4h, V.B, in Appendix A, for more information on notification-and-reporting requirements.)

The holder is responsible for all repairs of the water systems which are caused by vandalism, natural events, forces of nature, and events attributed to holder actions or negligence. Valves, water lines, or other system parts which break due to any water being left in the system and subsequently freezing over winter shall be the responsibility of the holder.

When a campground or other facility which typically has a potable water source does not have potable water available, due to system failure, "Unsafe" water samples, or any other reasons, fees charged to the public may not exceed 50% the of normal price. An alternative source of potable water may be provided to remove this fee restriction.

**A water systems operations-and-maintenance log shall be kept for all water systems.** This log shall include, at a minimum, the following information: dates and results of all testing, inspections, cleanings, repairs, or adjustments to pressures; and chlorination amounts. The log will also be available for review at the request of the permit administrator or Authorized Officer.

##### 5b. General Maintenance

Light-maintenance needs may be initiated without FS approval. The FS recommends that light maintenance needs be documented. Major maintenance or improvement projects may be applicable to Granger-Thye Fee Offset provisions. However, they *must* be documented and submitted to the FS for approval, prior to implementing.

### **5c. Interference with Normal Use of Recreation Sites**

The holder shall make every reasonable and prudent effort to avoid interfering with the normal use and occupancy of recreation areas while engaged in the performance of permit responsibilities. This requirement will help to ensure meeting responsiveness standards.

If a facility is being used at the time the holder has scheduled site cleaning or maintenance, the holder is expected to request permission to work in the site at that time, or ask when it will be convenient to do so. The holder and his/her employees should project a "Good Host" image, especially when inconvenienced by the customer.

### **5d. Standards for Site Facility Cleaning and Maintenance**

The holder shall be responsible for meeting the standards listed below when cleaning and maintaining facilities.

#### **5d1. All Facilities**

Graffiti is removed within 24 hours of discovery or notification.

Facilities are clean and well maintained.

Numbers of visitors and vehicles are kept at or below site capacity.

A site safety inspection is completed annually, and documented in a format acceptable to the FS. Documented high risk conditions are corrected prior to use.

High risk conditions that develop during the use season are mitigated, or the site is closed.

Electrical systems meet applicable state and local regulations.

Barrier free facilities must meet Forest Service Outdoor Recreation Accessibility Guidelines

All facilities, including parking and use areas, meet Forest Service design standards and guidelines in Universal Access to Outdoor Recreation: A Design Guide, per the transition plan.

Vandalism is corrected or mitigated within one week of discovery or notification.

Grass and over hanging brush must be kept trimmed around tables, bulletin boards, water hydrants, barriers, signs, buildings, parking areas, paths, living spaces, tent sites, and other facilities.

#### **5d2. Toilets**

To keep humans from unhealthy exposures to human waste, the waste is removed immediately upon discovery or notification.

When a toilet vault becomes  $\frac{3}{4}$  full, complete pumping is required. In the final year of the permit, toilet vaults that are more than 50% full shall be completely pumped.

Paint toilet interiors 20% per year.

All other types of sewage treatment systems must meet state and federal standards.

Toilets are clean and free of objectionable odor.

Restrooms are functional and in good repair.

The outside step and exterior of buildings will be kept free of dirt and debris.

Walkways and trails shall be kept free of obstructions or excess vegetation.

Any fly strips, deodorants, disinfectants, and signs will be supplied by the permittee and approved by the FS in order to ensure environmental protection and public safety.

All sewage will be removed from the site and taken to an approved landfill, lagoon or treatment plant. Any sub-contractor must comply with USFS specifications.

At the beginning and end of the season, the toilets at each of the campgrounds will be reviewed with the USFS Permit Administrators. The purpose of these reviews is to determine the status of the toilets and determine which toilets need to be pumped at the beginning and end of the season, and identify who is responsible for payment, etc.

Flush bathrooms septic tanks will be pumped on a five-year schedule, or as mutually agreed with the USFS. Copies of all paid sewage bills for pumping flush toilet septic fields will be sent to the designated USFS staff person.

Coordinate with District Permit Administrators as to which interiors of toilets will be painted.

### **5d3. Tables**

Excessive grass or vegetation shall be trimmed from around the table area.

There should be adequate vegetation, gravel, or other approved material around tables to prevent mud and erosion.

Tables shall be level.

Paint all complex picnic tables on a three year cycle as follows:

Campground	# Tables	Year

### **5d4. Fire Rings and Grills**

Fire rings are free of litter.

Ashes, charcoal, and unburned wood shall be removed from fire rings and grills when there is less than four (4) inches of free side clearance.

All ashes must be disposed of off National Forest lands and in accordance with state and local laws and regulations. Ashes shall not be placed in dumpsters or trash cans while hot.

Clear all combustible materials and vegetation away from fire rings to a minimum of three (3) feet.

There should be adequate gravel, or other approved material around firerings to prevent mud and erosion.

Fire rings shall be level.

Eliminate any rock fire rings or modifications that were not installed or approved by the FS. Remove ashes from unauthorized fire rings and pits. Scatter the rocks and spread soil over these areas, to make them less conspicuous.

#### **5d5. Grounds**

Developed sites are free of litter and domestic animal waste.

If the "Pack In - Pack Out" program is used, the message is prominently displayed and any accumulations of trash are removed within 24 hours of discovery or notification.

Effects from recreation use that conflict with environmental laws are analyzed and mitigated as needed.

Offered recreation opportunities, site development, and management are consistent with ROS objectives and forest management plan development scale.

Landscape character at the developed site is managed consistent with the forest scenic integrity objectives.

Loss of vegetation and erosion caused by recreation use is prevented and/or corrected in accordance with approved vegetation management plans.

Nails, ropes, wire, etc. will be removed from trees whenever found.

Grass and other ground vegetation shall be maintained to a maximum height of eight (8) inches and a minimum distance of thirty-six (36) inches away from the items listed, unless otherwise agreed to, in writing, by the permit administrator.

#### **5d6. Roads and Trails**

Effects from recreation use that conflict with environmental laws are analyzed and mitigated as needed.

Ditches and culverts shall be cleaned and maintained to allow proper drainage.

#### **5d7. Barriers**

Excess vegetation around barriers shall be trimmed to keep the barrier visible.

#### **5d8. Water Hydrants**

Water hydrants meet state and federal standards.

Replace the gravel sump when sour smelling, filled with dirt, or when excess water does not properly drain (this item may qualify as a G/T off-set).

In order to ensure environmental protection and public safety, each hydrant should be posted with a sign that says "No washing dishes, bathing, washing hair or hands, or cleaning fish", or a similar message.

### **5d9. Trash Receptacles**

Garbage does not exceed the capacity of the garbage containers.

Manage garbage in certain areas where dumpster service is not available or practicably managed by utilizing 35-55 gallon “bear resistant” receptacles with plastic liners and removed to refuse sites. (It may become necessary to temporarily close campgrounds if wildlife/human conflicts occur.)

Garbage locations are clean and free of objectionable odors.

All trash shall be removed from National Forest lands and disposed of in accordance with all state and local laws and regulations.

The type, size, number, and locations of garbage containers proposed should be included in the application.

### **5d10. Site Markers**

Site markers shall be well maintained, neatly arranged, and meet Forest Service signage standards.

### **5d11. Signs, Bulletin Boards, and Fee Stations**

Information boards look fresh, professional, uncluttered, and contain appropriate current/seasonal information. Multi-lingual information is provided as needed.

Signs, bulletin boards, and fee stations are well maintained, neatly arranged, and meet Forest Service signage standards.

Shoulder season bulletin board signing shall include information as to whether or not potable water and trash service are available, and what the expected closing date is.

Rules of use must be posted to include at a minimum:

- Dogs not on leash
- Exceeding stay limit or campsite limits
- Parking or camping in non-designated sites
- Failure to pay fees
- Excessive noise
- Improper disposal of wastewater and sewage
- Improper use of all-terrain vehicles
- Overnight camping in parking areas
- Discharging firearms in recreation areas
- Excessive speeds in campgrounds
- Vandalism (with emphasis on chopping on trees and toilets)
- Improper use of hydrants, e.g. cleaning fish, etc.
- Illegal campfires
- Fireworks

### **5d12. Fee Notification**

If visitors are present in the campground on the day that fees go into effect, they will be notified, either in person or by leaving a conspicuous note, that a fee will be required the following day.

### **5d13. Fishing/Viewing Platforms**

Platforms should be inspected prior to opening and weekly thereafter for damage boards, rails, benches, and steps. Broken decking and rails will be replaced immediately.

## **6. Post-Season Operations**

When closing a site for the season, the holder will be responsible for meeting the following post-season inspections and operations and maintenance standards:

As services are reduced or campgrounds are closed, visitors should be contacted a day or two prior to the change in service level to let them know about the expected changes. Entrance stations should also have signs posted indicating the change in services. These requirements will help to ensure that the holder meets Meaningful Measures Responsiveness standards.

In addition, the following steps should be taken at all sites:

### **6a. Water Systems**

Shut down water systems prior to freezing temperatures, according to the procedures required for each individual system. These procedures include:

- draining all pumps, holding tanks, water lines, hydrants, faucets, etc. It is recommended to drain valves and lines by pressurizing them with an air compressor.
- securing hand pumps so water is not available to the public during the time that it is not being tested.
- Those outlined in Appendix 21 *Water Testing Locations and Requirements*.

### **6b. Utilities**

The FS recommends that the holder arrange for utility services to be shut down and final meter readings made. Official final meter readings are required during the final season of operation under the term of the permit.

The holder will maintain the electricity at all pump houses that have control panels to 40 degrees F. This will prevent the condensation from rusting the electric systems to prevent mold, mildew growth, and corrosion.

### **6c. Year-End Reports and Inspections**

Turn in year-end reports required by the FS.

The Forest Service recommends that an annual final inspection of the campground be completed with the FS, and future maintenance needs be documented.

**6d. A joint end of season inspection** is required during the second to last, and last year of a permit term. These inspections will verify the condition of facilities and help to determine what additional maintenance needs may be required of the holder in order to fulfill the terms of the permit prior to expiration.

## **7. Site Hazards (Including Hazard Trees)**

### **7a. Annual site safety inspection**

An annual site safety inspection is required. Documented high risk conditions are to be noted and corrected prior to opening the following season. During the last year of the permit, the holder will be required to remove the hazards.

### **7b. High risk sites – closed season**

High risk site conditions that develop during the closed season are mitigated or the site will not be opened the following year.

Both of these are critical standards. The safety inspection shall be documented in a format acceptable to the Forest Service. The holder should take all measures necessary to protect the health and safety of all persons affected by the concession activity. More specifically, holder is solely responsible for identifying, correcting, and reporting all safety hazards to the authorized officer. The Forest Service has no duty under the terms of the permit to inspect the permit area or operations of the holder for hazardous conditions or compliance with health and safety standards.

In order to meet safety and security standards, as safety hazards are identified, the holder should take the following steps:

- Inform those who are in immediate danger.
- Take necessary actions to protect the public, at least temporarily.
- Immediately report the hazard to the FS, even if there is no immediate danger to the public.
- Immediately report the hazard to any other employees who might be affected.
- If possible, remove the hazard and document the removal.

The holder will immediately close the affected sites and immediately notify the authorized officer and/or his permit administrator of any hazards in the area that the holder is not able to remedy.

### **7c. Removal of hazardous objects**

Trees shall be kept free of nails, rope, wire, unsafe branches, and other hazards that might endanger users or damage the trees. Rocks, logs, sticks, or other similar natural or man-made objects that create a safety hazard or an unsightly condition should be removed from the permit area daily.

### **7d. Identification and removal of hazardous trees**

The holder is responsible for identifying and removing all hazard trees, subject to Forest Service review. All sites and facilities within 200 feet or two tree lengths (whichever is less) of a standing hazardous tree shall be closed until the condition is corrected. Disposal methods and locations should be described in the Annual Operating Plan.

### **7e. FS approval for cutting or pruning vegetation**

FS approval is required prior to cutting or pruning of any trees. If desired, the FS may perform the required cutting/removal work under a collection agreement with the holder.

The holder would not typically be responsible for hazard tree removal necessitated by atypical situations, such as a major blow down or a large insect infestation. However, responsibility will be determined on a case by case basis.

Limits to the Holder's hazard tree responsibility have been established in the prospectus. Hazard tree removal in excess of that limit may necessitate site closure until the work can be accomplished. Recent storms have caused considerable tree damage across the Forest and many campgrounds included in this prospectus were affected.

### **7f. Stumps, slash and logs**

All stumps from hazard tree removal shall be flush cut to ground level in order to reduce tripping hazards. Slash and logs shall be bucked to a maximum 18" length and stacked for camper use, removed from the site, or scattered to a maximum height of 18".

### **7g. Disposal of slash and bucked logs**

If slash and bucked logs resulting from hazard tree removal are not used by campers within a reasonable length of time, the holder must dispose of it by an approved method. This requirement is necessary in order to meet Setting standards and to reduce wild fire hazard.

## **8. Signs and Posters**

### **8a. Entrance board signing**

The holder is required to have a sign posted on the entrance board of all sites, stating that the site is under permit from the U.S. Forest Service and including the name of the concessionaire and how to contact them.

### **8b. Title VI compliance**

The holder is required to post signage with approved wording which indicates compliance with Title VI regulations. The *And Justice for All* poster would serve this requirement.

Entrance boards shall include the Unicorn P23-43 "Welcome To Your National Forests..." poster, or an approved equivalent, in order to inform the public of 36 CFR 261 prohibitions.

### **8c. Signing requirements**

All signs must be maintained in a good condition (neat, clean, not faded or torn). Homemade signs or posters are not allowed.

These signing requirements help to ensure meeting Setting, Responsiveness and Safety and Security standards.

### **8d. Signs and advertising**

Additional signs or other advertising posted on National Forest System lands should be reviewed by the authorized officer as to location, design, size, color, and content.

All signs must be supplied by the holder. The FS will furnish information on companies where these signs may be purchased, as needed. If the holder wishes to use "P Code" signs from Unicor, a collection agreement may be entered into with the Forest Service for the purchase of these signs, if the holder is not able to purchase them on his/her own.

## **9. Advertising**

### **9a. Accurate representation**

The holder shall accurately represent the accommodations and services provided to the public within the permit area, in all advertisements, signs, brochures, and any other materials. The fact that the permit area is located on the Willamette National Forest shall be made readily apparent in all advertising and signing.

### **9b. Equal opportunity provider**

All forms of advertising must contain the following words: "X Company is an equal opportunity provider."

## **10. Fire Prevention**

### **10a.**

In order to meet Safety and Security standards, the holder must include a fire prevention plan in the Operating Plan that addresses, at a minimum:

- How the applicant will prevent wildfires and structural fires
- Reporting procedures and emergency response, should a fire occur
- Training and experience of employees, relative to fire
- Prevention/suppression
- Do not allow the building, attending, maintaining or using a fire outside of a commercially available stove or grill owned by the public. Require campers to extinguish fires.
- Trash may not be burned without District Ranger Approval.
- Do not allow the building, attending, maintaining or using a fire outside of a commercially available stove or grill owned by the public. Require campers to extinguish fires.
- Fire prevention/suppression tools and equipment that will be on-site

Propose a fire plan that provides at one host site per campground a fire tool cache box. The box will be of sound construction and able to keep contents dry. The top will be hinged with a hasp in a manner that the box can be secured. The box shall be painted "red" and marked "FOR FIRE USE ONLY" in white letters at least 4" high on the lid and front side. All tools shall be serviceable and in good working condition.

Tools shall include:

1. 2 - #2 shovels (long handle)
2. 1 - Pulaski
3. 2 - 5 gallon buckets
4. 1 - 1A-10BC fire extinguisher (5 pound)

In addition, each vehicle provided will carry the following:

1. 1 - Pulaski
2. 1 - #2 shovel (long handle)
3. 1 - 1A-10BC fire extinguisher (5 pound)

For security purposes the USFS will inspect the cache and certify its contents and secure the lid with a non-reusable fastener. The fastener can be broken with a stick or other object. If the seal is broken, the USFS will be notified within 24 hours of discovery so that the box can be re-certified and sealed.

Applicants should also include this plan in their application.

## **11. Road and Trail Maintenance**

**11a.** At a minimum, the holder is responsible for maintaining vehicular and pedestrian access in a safe and passable condition, and to FS standards. This responsibility includes, but is not limited to, mowing road shoulders and around parking barriers for visibility, maintaining tread on barrier free trails, and filling chuck holes with asphaltic materials on paved surfaces. Culverts should be cleaned at the beginning of each season, and following large storm events.

**11b.** Applicants should propose a road maintenance schedule to accomplish these needs.

## **12. Emergency Response**

**12a.** In order to meet required standards, the holder should be prepared to respond to any emergencies (medical, law enforcement, facility breakdown, fire, flood, etc.) that might occur in and around the facilities covered under the permit.

Applicants should describe how they will be prepared to respond to such emergency situations.

## **13. Law Enforcement**

FS, state, and local law enforcement and the holder each have enforcement roles at concession recreation sites. Appendix 8 *Law Enforcement* clarifies the law enforcement authorities and responsibilities at concession operated recreation sites (FSM 2342.1 Exhibit 1, Law Enforcement at concession Campgrounds).

**13a.** Applicants should address how they will fulfill the concessionaire's responsibility for law enforcement, including rules of use to be imposed at the recreation sites.

To meet Safety and Security standards, the holder will be expected to inform visitors of the rules and regulations applicable to use and occupancy of the recreation sites under permit. Information regarding the FS "Good Host" and "Customer Service" programs will be given to the holder at the beginning of each operating season. If a visitor does not comply with the rules and regulations, the holder should gather as much information as possible on the violator without jeopardizing his/her

own safety, and immediately (under 24 hours) contact the nearest appropriate law enforcement authority. The holder will be responsible for posting of Recreation Regulations and Rules in these areas, at the direction of the FS.

The holder shall be responsible for reporting acts of vandalism or destruction of Government or personal property to the appropriate Ranger District representative, after notifying the appropriate county sheriff's department. The report shall be made to the authorized FS official within 24 hours that such acts are discovered.

The holder will be responsible for ensuring that vehicle parking is not causing resource damage or inconvenience to other visitors. Vehicle parking will be restricted such that vehicles do not block through traffic, and do not damage vegetation.

#### **14. Communication Systems**

The holder is required to provide a means of communication (e.g., two-way radios, cellular phones, etc.) between all employees, the FS, the National Recreation Reservation System, and emergency response agencies. This requirement will help to fulfill the Safety and Security standard which states, "Concessionaires have dependable communications".

**14a.** Applicants should describe how they will ensure complete, timely, and accurate communication between all affected interests. Applicants should also describe who will be the holder's on-site representative(s) and how that person will communicate with the FS.

The use of radio frequencies and equipment owned by the FS will not be authorized.

#### **15. Bear, Cougar, and Other Predators**

Bears, cougars, raccoons birds etc. are known to inhabit these areas.

**15a.** Applicants should describe how they will manage for these predators.

Include posting information concerning bear precautions and adherence to the bear precaution guidelines as follows:

1. Do not feed the bears.
2. Report bears activity within 24 hours to US Forest Service.
3. Post messages relating to bear activity on signboards.
4. Use approved bear proof garbage containers if required.
5. Keep all food in secure containers.
6. Properly dispose of all garbage and wastewater containing food ASAP.

#### **16. Diseases (Hantavirus and Plague)**

None

#### **17. Rodent Control**

Propose rodent control methods

**17a.** Applicants should describe how they will control rodents in the permit area.

## **18. Herbicides, Pesticides, and Noxious Weeds**

In order to ensure environmental protection and public safety, herbicides and pesticides may not be used to control undesirable vegetation, aquatic plants, insects, rodents, trash fish, and other pests and weeds, without prior written approval from the FS. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. Any request for use shall cover a 12-month period of planned use, beginning 3 months after the reporting date. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands (refer to FS-2700-4h, V.D).

The holder has the affirmative duty to prevent the infestation and/or spread of noxious weeds in the permit area. This duty includes demonstrating the ability to identify common noxious weeds in the area; performing timely treatment by mechanical or approved chemical means; and performing timely and successful revegetation of disturbed areas where noxious weed development can be expected. A collection agreement may be entered into with the Forest Service for certain noxious weed treatments, if agreeable with all parties.

**18a.** Applicants should describe how they will manage noxious weeds and/or other nuisance vegetation or pests in the permit area.

## **19. Vandalism**

The holder should take reasonable measures to prevent and discourage vandalism and disorderly conduct. When necessary, he/she should contact the appropriate law enforcement office. The holder is responsible for repairing all vandalism that occurs during the permit tenure.

**19a.** All applicants should describe what measures they will take to minimize vandalism in their permit area.

## **20. Use of Fee Sites by Non-fee Guests**

Use of toilets, picnic tables, and/or potable water facilities in campgrounds by nonpaying customers will not be allowed at no charge.

**20a.** Applicants should describe how they will manage nonpaying customers in the developed sites.

## **21. Other Required Services**

**21a.** Permitted recreation sites with minimum opening dates of April 15<sup>th</sup> may require holder to plow snow from access roads to insure safe public access for opening of fishing season. Holder will be required to plow up to 12 inches of snow from designated access routes. Holder shall specify what measures they will take to minimize impacts to road surface.

## **22. Other Optional Programs**

## **22a . Interpretive Programs**

Interpretive services can help to meet several standards. They may enhance visitor experience, increase visitor understanding of their National Forests, aid in fire prevention, and deter damage to facilities and resources. Interpreters educate, entertain, exhibit, inform, and otherwise communicate important natural resource messages to visitors. Presentations may address natural and cultural resources, fisheries and wildlife, fire management, water resources, or other topics relative to the National Forest. Interpretive services can take the form of campfire programs, guided walks, brochures, children's activities, displays, or other similar items.

Interpretive programs shall meet participant accessibility requirements.

The holder may charge for interpretive services. The holder may subcontract the provision of interpretive services with other organizations such as museums, historic societies, or the Northwest Interpretive Association. Program content and subcontractors shall be approved by the FS.

Under limited circumstances, the holder may enter into a collection agreement with the FS to provide interpretive services at the concession sites. The holder may not, however, enter into a collection agreement whereby the FS provides routine, ongoing interpretive programs.

The FS retains the right to present programs at any campground or other recreation site on the National Forest, subject to coordination with the holder to avoid conflict with other scheduled activities.

**22a1.** Applicants should submit an interpretive services plan to describe any proposed services. The plan should describe the following:

- The location, type, and frequency of interpretive services.
- A synopsis of program contents.
- A description of program presenters, and their qualifications.

## **22b. Recycling**

Recycling of all materials is encouraged. It may be required that certain materials must be recycled. A recycling program will help to meet the intent of Health and Cleanliness, Setting, and Responsiveness standards.

**22b1.** Applicants should include a description of proposed recycling services.

The holder should provide and cover all costs for any recycling programs.

Holder-supplied recycling receptacles will be subject to approval by the FS. The holder will be responsible for emptying recycled materials from the receptacles and removing them from the campground to an appropriate recycling facility. Any proceeds from the sale of recycled materials may be retained by the holder.

### **23. Additional revenue-producing sales, services, and/or fees**

Describe and list all additional revenue-producing sales services or fees you propose to provide.

- ❖ sale of firewood
- ❖ sale of fee demo passports
- ❖ sale of informational and interpretive materials (ie, books)
- ❖ fee for use of dump station
- ❖ rental of on-site cabins
- ❖ recycling services

Authorization ID: WIL1000  
Contact ID: ABC CONCESSIONAIRE  
Use Code: 141  
Expiration Date: 12/31/2016

FS-2700-4h (03/06)  
OMB No. 0596-0082

**U.S. DEPARTMENT OF AGRICULTURE**  
**Forest Service**  
**SPECIAL USE PERMIT FOR**  
**CAMPGROUND AND RELATED GRANGER-THYE CONCESSIONS**  
**Authority: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d**  
**(Ref. FSM 2710)**

ABC CONCESSIONAIRE, 1500 FOREST LANE, SALEM, OR 97301

ABC CONCESSIONAIRE (the holder) is hereby authorized to use and occupy National Forest System lands, subject to the conditions below, on the **Willamette National Forest**.

Operating and maintaining campgrounds, group sites, and day use areas on the Willamette National Forest.

<u>FACILITY</u>	<u>LEGAL DESCRIPTION</u>	<u>ACRES</u>	<u>DISTRICTS</u>
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THIS permit covers 450 acres, which are described above and are as shown on the location map attached to and made a part of this permit. The above described area shall be referred to herein as the permit area.

THIS permit is issued for the purpose of operating and maintaining a Forest Service developed recreation site(s) as provided herein and in the attached annual operating plan (Appendix A), annual Granger-Thye fee offset agreement (Appendix B), holder maintenance and reconditioning plan (Appendix C), recreation site maps (Appendix D), facility and improvement inventory (Appendix E), and "Operation of Federally Owned Drinking Water Systems" (Appendix F) all of which are hereby made a part of this permit.

**I. AUTHORITY AND GENERAL TERMS OF THE PERMIT**

**A. AUTHORITY.** This permit is issued under Section 7 of the Granger-Thye Act, 16 U.S.C. 580d, and 36 CFR Part 251, Subpart B, as amended, and is subject to their provisions.

**B. AUTHORIZED OFFICER.** The authorized officer is the Forest Supervisor who issued this permit or a delegated subordinate officer.

**C. TERM.** This permit shall expire at midnight on December 31, 2016, 5 years from the date of issuance, provided that the permit term may be extended up to 5 years by amendment at the sole discretion of the authorized officer based on sustained satisfactory performance or administrative need. Expiration of this permit shall not require notice, a decision document, or any environmental analysis or other documentation.

**D. RENEWAL.** This permit is not renewable. After it expires, continuation of the type of use and occupancy authorized by this permit shall be at the sole discretion of the authorized officer. After expiration, issuance of a new permit for the type of use and occupancy authorized by this permit shall be subject to competition.

**E. AMENDMENT.** This permit may be amended in whole or in part by the Forest Service when at the discretion of the authorized officer such action is deemed necessary or desirable to incorporate new terms that may be required by law, regulation, forest land and resource management plans, or other management decisions.

**F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

**G. NON-EXCLUSIVE USE.** The use and occupancy authorized by this permit is not exclusive. The Forest Service reserves a continuing right of access to the permit area, including a continuing right of physical entry to the permit area for inspection, monitoring, or any other purpose consistent with any right or obligation of the United States under any law or regulation. The Forest Service reserves the right to allow others to use the permit area in any way that is not inconsistent with the holder's rights and privileges under this permit, after consultation with all parties involved. Except for any restrictions that the holder and the authorized officer agree are necessary to protect the installation and operation of authorized structures and developments, the lands and waters covered by this permit shall remain open to the public for all lawful purposes. To facilitate public use of this area, all existing roads shall remain open to the public, except for roads that may be closed by joint agreement of the holder and the authorized officer.

#### **H. CHANGE IN CONTROL**

**1. Notification.** The holder shall notify the authorized officer when a change in control of the business entity that holds this permit is contemplated. If the holder is a corporation, change in control means the sale or transfer of a controlling interest in the corporation. If the holder is a partnership or a limited liability company, change in control means the sale or transfer of a controlling interest in the partnership or limited liability company. If the holder is an individual, change in control means the sale or transfer of the business to another party.

**2. Termination.** This permit is not transferable. Any change in control of the business entity as defined in clause I.H.1 shall cause this permit to terminate upon issuance of a new permit to another party for the use and occupancy authorized by this permit. The party who acquires control of the business entity must submit an application for a permit for the type of use and occupancy authorized by this permit. Issuance of a new permit to the party acquiring control shall be at the sole discretion of the authorized officer. The authorized officer shall determine that the applicant meets requirements under federal regulations. If a new permit is issued to the party acquiring control, the term shall be for no more than the balance of the term of this permit. Once the permit issued to the party acquiring control expires, issuance of a new permit for the type of use and occupancy authorized by this permit shall be subject to competition.

**I. LIMITATIONS.** Nothing in this permit gives or implies permission to build or maintain any structure or facility or to conduct any activity, unless specifically provided for in this permit. Any use not specifically identified in this permit must be approved by the authorized officer through a new permit or a permit amendment.

## **II. OPERATIONS, MAINTENANCE, AND RECONDITIONING**

### **A. ANNUAL OPERATING PLAN**

1. The holder or his/her designated representative shall prepare and annually revise by **March 1<sup>st</sup>**, an annual operating plan. The annual operating plan shall be prepared in consultation with the authorized officer or his/her designated representative and shall cover all operations authorized by this permit, regardless of season. The annual operating plan shall be submitted by the holder and approved by the authorized officer or his/her designated representative prior to the operating season.

2. The annual operating plan shall specify the operational requirements governing the sites covered by this permit. At a minimum, the annual operating plan shall enumerate the minimum operating seasons; how the holder will provide services to the public; protect public health and safety and the environment; and repair, maintain, or enhance the function of the improvements covered by this permit. The annual operating plan shall contain standards and sufficient detail to enable the Forest Service to monitor operations for compliance.
3. The holder shall perform a condition survey of the water system each year before it is opened. The holder shall prepare a brief written report that notes all deficiencies that may render compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and other applicable regulatory requirements infeasible. The condition survey report shall also include a detailed description of all water system deficiencies and/or repair work which the holder has identified as requiring corrective action in order for the system to be in compliance with Appendix F of this permit and applicable Federal and State safe drinking water regulation. If repair work is necessary, a repair plan shall be attached to the condition survey report. The repair plan shall identify all water system components requiring repair, estimated costs for repair and the approximate time schedule to complete the repair. The report shall be sent to the authorized officer at least two weeks prior to opening the system for the season. All deficiencies shall be corrected to the satisfaction of the Forest Service prior to opening the system. Corrections and the date they were made shall be recorded in the condition survey. If the system operates throughout the year, the condition survey shall be submitted to the Forest Service by January 15 each year.

**B. MINIMUM USE AND OCCUPANCY.** Use and occupancy of the permit area shall be exercised at least 210 days each year, unless otherwise authorized in writing under additional terms of this permit.

**C. GRANGER-THYE FEE OFFSET AGREEMENT.** Government maintenance and reconditioning projects shall be performed in accordance with an annual Granger-Thye fee offset agreement as provided in clause IV.E.2 of this permit.

**D. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION PLAN.** The holder at its expense shall perform holder maintenance, reconditioning, or renovation as defined in clause IV.E.1(d) of this permit under a holder maintenance, reconditioning, or renovation plan approved by the Forest Service. The holder maintenance, reconditioning, or renovation plan shall describe required holder maintenance, reconditioning, or renovation responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause IV.E.

The holder shall maintain all equipment and other facilities on site in good repair and free of leakage of lubricants, fuel, coolants, and hydraulic fluid. The holder shall properly dispose of all hazardous waste-contaminated soil, vegetation, debris; vehicle oil filters (drained of free-flowing oil); oily rags; and waste oil in accordance with local, State, and Federal regulations off of Government property and shall transport such substances, or arrange to have such substances transported in accordance with State and Federal regulations.

**E. ALTERATION OF GOVERNMENT IMPROVEMENTS.** If during the term of this permit any government-owned improvements are altered in any way, the material, equipment, fixtures or other appurtenances that are affixed to or made a part of those improvements in connection with the alteration shall become the property of the United States, regardless of whether the work is performed by the holder or any other party. The holder shall not be entitled to any compensation for that property, other than to the extent it qualifies for fee offset under clause IV.E.

**F. RESPONSIBILITY FOR DAY-TO-DAY ACTIVITIES.** As a general rule, the holder shall conduct the day-to-day activities authorized by this permit. Some but not all of these activities may be conducted by a party other than the holder, but only with prior written approval of the authorized officer. The holder shall continue to be responsible for compliance with all the terms of this permit.

**G. REMOVAL AND PLANTING OF VEGETATION.** This permit does not authorize the cutting of timber or other vegetation. Trees or shrubbery may be removed or destroyed only after the authorized officer or his/her designated agent has approved and marked what may be removed or destroyed. Timber cut or destroyed shall be paid for at current stumpage rates for similar timber in the National Forest. The Forest Service reserves the right to dispose of the merchantable timber to those other than the holder at no stumpage cost to the holder. Unmerchantable material shall be disposed of as directed by the authorized officer. Trees, shrubs, and other plants may be planted in the permit area as approved by the authorized officer.

**H. SIGNS.** Signs or other advertising posted on National Forest System lands shall be subject to prior written approval of the authorized officer as to location, design, size, color, and content. Erected signs shall be maintained to standards determined by the Forest Service.

**I. NONDISCRIMINATION.**

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

2. The holder shall include and require compliance with the above nondiscrimination provisions in any third-party agreement made with respect to the operations authorized under this permit.

3. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service shall be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service.

4. The Forest Service shall have the right to enforce the foregoing nondiscrimination provisions by suit for specific performance or by any other available remedy under the laws of the United States or the State in which the violation occurs.

**J. EQUAL ACCESS TO FEDERAL PROGRAMS.** In addition to the above nondiscrimination policy, the holder agrees to insure that its programs and activities are open to the general public on an equal basis and without regard to any non-merit factor.

**K. NATIONAL RECREATION RESERVATION SERVICE (NRRS).** The NRRS is the only authorized reservation service to be utilized by the holder. No other reservation service of any kind may be used by the holder. Operational procedures for the NRRS will be developed and placed in the annual operating plan.

**III. RIGHTS AND LIABILITIES**

**A. LEGAL EFFECT OF THE PERMIT.** This permit is revocable and terminable. It is not real property, does not convey any interest in real property, and may not be used as collateral for a loan.

**B. THIRD-PARTY RIGHTS.** This permit is subject to all valid rights and claims of third parties. The United States is not liable to the holder for the exercise of any such right or claim.

**C. ABSENCE OF THIRD-PARTY BENEFICIARY RIGHTS.** The parties to this permit do not intend to confer any rights on any third party as a beneficiary under this permit, including any party who has responsibility for any day-to-day activities authorized by this permit, if approved by the authorized officer under clause II.F.

**D. WATER RIGHTS.** This permit does not confer any water rights on the holder. Water rights must be acquired under state law. Upon revocation or termination of this permit, the holder shall transfer any water rights associated with the use and occupancy authorized by this permit to the succeeding permit holder. If there is no succeeding permit holder, the holder shall relinquish those water rights to the Forest Service.

**E. RISKS.** The holder assumes all risk of the authorized improvements. Loss to the authorized improvements may result from but is not limited to theft, vandalism, fire and any fire-fighting activities (including prescribed burns), avalanches, rising waters, winds, falling limbs or trees, and acts of God. If the authorized improvements are destroyed or substantially damaged, the authorized officer shall conduct an analysis to determine whether the improvements can be safely occupied in the future and whether rebuilding should be allowed. If rebuilding is not allowed, this permit shall terminate.

**F. DAMAGE TO UNITED STATES PROPERTY.** The holder has an affirmative duty to protect from damage the land, property, and other interests of the United States. Damage includes but is not limited to fire suppression costs, damage to government-owned improvements covered by this permit, and all costs and damages associated with or resulting from the release or threatened release of a hazardous material occurring during or as a result of activities of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees on, or related to, the lands, property, and other interests covered by this permit. For purposes of clauses III.F, III.I, and V, "hazardous material" shall mean any hazardous substance, pollutant, contaminant, hazardous waste, oil, and/or petroleum product, as those terms are defined under any federal, state, or local law or regulation.

1. The holder shall avoid damaging or contaminating the environment, including but not limited to the soil, vegetation (such as trees, shrubs, and grass), surface water, and groundwater, during the holder's use and occupancy of the site. If the environment or any government property covered by this permit becomes damaged during the holder's use and occupancy of the site, the holder shall immediately repair the damage or replace the damaged items to the satisfaction of the authorized officer and at no expense to the United States.

2. The holder shall indemnify the United States for any damages arising out of the use and occupancy authorized by this permit, including damage to government-owned improvements covered by this permit. The holder shall be liable for all injury, loss, or damage, including fire suppression, or other costs in connection with rehabilitation or restoration of natural resources associated with the use and occupancy authorized by this permit. Compensation shall include but not be limited to the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney's fees), and other costs in connection therewith.

3. With respect to roads, the holder shall be liable for damage to all roads and trails of the United States open to public use caused by use of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees to the same extent as provided under clause III.F.1, except that liability shall not include reasonable and ordinary wear and tear.

**G. HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION.** The holder shall take all measures necessary to protect the environment, natural resources, and the health and safety of all persons affected by the use and occupancy authorized by this permit. The holder shall promptly abate as completely as possible and in compliance with all applicable laws and regulations any physical or mechanical procedure, activity, event, or condition existing or occurring before, during the term of this permit or existing or occurring after the term of this permit and arising out of or relating to any activity, event, or condition existing or occurring during the term of this permit that causes or threatens to cause: a hazard to the safety of workers or to public health or safety; or, harm to the environment (including but not limited to areas of vegetation or timber, fish or other wildlife populations, their habitats, or any other natural resources). The holder shall immediately notify the authorized officer of all serious accidents that occur in connection with such activities. The responsibility to protect the health and safety of all persons affected by the use and occupancy authorized by this permit is solely that of the holder. The Forest Service has no duty under the terms of this permit to inspect the permit area or operations and activities of the holder for hazardous conditions or compliance with health and safety standards.

**H. INDEMNIFICATION OF THE UNITED STATES.** The holder shall indemnify, defend, and hold the United States harmless for any costs, damages, claims, liabilities, and judgments arising from past, present, and future acts or omissions of the holder in connection with the use and occupancy authorized by this permit. This indemnification and hold harmless provision includes but is not limited to acts and omissions of the holder or the holder's heirs, assigns, agents, employees, contractors, or lessees in connection with the use and occupancy authorized by this permit which result in: (1) violations of any laws and regulations which are now or which may in the future become applicable, and including but not limited to those environmental laws listed in clause V.A of this permit; (2) judgments, claims, demands, penalties, or fees assessed against the United States; (3) costs, expenses, and damages incurred by the United States; or (4) the release or threatened release of any solid waste, hazardous waste, hazardous substance, pollutant, contaminant, oil in any form, or petroleum product into the environment. The authorized officer may prescribe terms that allow the holder to replace, repair, restore, or otherwise undertake necessary curative actions to mitigate damages in addition to or as an alternative to monetary indemnification.

**I. INSURANCE.** The holder shall furnish proof of insurance, such as a certificate of insurance, to the authorized officer prior to issuance of this permit and each year thereafter that this permit is in effect. The Forest Service reserves the right to review and approve the insurance policy prior to issuance. The holder shall send an authenticated copy of any insurance policy obtained pursuant to this clause to the Forest Service immediately upon issuance of the policy. Any insurance policies obtained by the holder pursuant to this clause shall name the United States as an additional insured, and the additional insured provision shall provide for insurance coverage for the United States as required under this clause. Such policies shall also specify that the insurance company shall give 30 days' prior written notice to the Forest Service of cancellation of or any modification to the policies. Minimum amounts of coverage and other insurance requirements are subject to change at the sole discretion of the authorized officer on the anniversary date of this permit.

**1. Liability.** The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of \$ 1,000,000.00 (one million dollars) as a combined single limit per occurrence.

**2. Property.** The holder shall have in force property insurance for \$800,000.00, the minimum amount of  which represents  of the insured property. The types of loss to be covered by this clause shall include but not be limited damage to Government-owned improvements identified herein. At the sole discretion of the authorized officer, the Forest Service may require the holder to use all proceeds from property damage insurance policies to repair, rebuild, restore, or replace damaged government property covered by the policy, or may obtain payment of those proceeds from the concessionaire or the insurance company.

Depending on the holder's operations, the Forest Service may require the holder to demonstrate the availability of funds to address any release or threatened release of hazardous materials that may occur in connection with the holder's use and occupancy. Any requirements imposed would be established on a case-by-case basis by the authorized officer based on the degree of environmental risk from the holder's operations. The use and storage of normal campground maintenance items in nominal amounts would generally not trigger financial assurance requirements.

**J. PERFORMANCE BOND.** The authorized officer may at any time during the term of this permit require the holder to furnish a bond or other security to secure any or all of the obligations imposed by the terms of this permit or any applicable law, regulation, or order. The following terms shall apply if a bond is required.

**1. Amount and Form of Bonding.** As a further guarantee of compliance with the terms of this permit, the holder agrees to deliver and maintain a surety bond or other acceptable security in the amount of to be determined. In lieu of a bond, the holder may deposit and maintain in a federal depository cash in the foregoing amount or negotiable securities of the United States having a market value at the time of deposit of at least the foregoing dollar amount.

**2. Sufficiency of Bonding.** The authorized officer may periodically evaluate the adequacy of the bond and increase or decrease the amount as appropriate. Should the bond or other security delivered under this permit become unsatisfactory to the Forest Service, the holder shall within 30 days of demand furnish a new bond or other security issued by a surety that is solvent and satisfactory to the Forest Service.

**3. Remedies.** The bond shall provide that at the Forest Service's sole discretion the surety shall pay the United States for any loss covered by the bond or, in the event of complete default under the permit, shall pay a third party to operate the concession for the balance of the permit term. The bond shall also provide that selection of a third party to operate the site is subject to Forest Service approval. If the holder fails to meet any of the requirements secured under this clause, the Forest Service has the discretion to require the surety to pay the United States for any loss covered by the bond or, in the event of complete default under the permit, to pay a third party to operate the concession for the balance of the permit term, without prejudice to any other rights and remedies of the United States.

**K. SANITATION.** The operation and maintenance of all sanitation and food service systems and facilities shall comply with applicable standards set by state and local health departments.

**L. REFUSE DISPOSAL.** The holder shall comply with all applicable federal, state, and local requirements related to disposal of any refuse resulting from the use and occupancy authorized by this permit.

#### **IV. PERMIT FEES AND ACCOUNTING RECORDS**

**A. PERMIT FEES.** The holder shall pay to the USDA, Forest Service, an annual permit fee for the term of this permit based on the fair market value of the use and occupancy authorized by this permit of

percent of adjusted gross revenue as defined in clause IV.B. The minimum annual permit fee for the authorized use and occupancy shall be **\$45,778.00**. If the percentage of gross revenue in a given year is less than the minimum annual permit fee, the holder shall pay the minimum annual permit fee. The holder shall pay the permit fee in advance of the authorized use and occupancy, as provided in clause IV.C. Payments due before commercial operations commence pursuant to clause IV.C.1 are not refundable, except to the extent they are subject to fee offset under clause IV.C.3 and IV.E. The Forest Service may adjust the minimum permit fee every five years from the due date of the first annual payment to make the annual permit fee commensurate with the fair market value of the authorized use and occupancy.

#### **B. DEFINITIONS**

**1. Adjusted Gross Revenue.** Gross revenue plus applicable revenue additions, minus applicable revenue exclusions.

**2. Gross Revenue.** The total amount of receipts from the sale of goods or services provided by the holder or third party under the permit.

**3. Revenue Additions.** The following are added to gross revenue:

- (a) The value of goods and services that are donated or bartered; and
- (b) The value of gratuities, which are goods, services, or privileges that are not available to the general public.

**4. Revenue Exclusions.** The following are excluded from gross revenue:

- (a) Amounts paid or payable to a state licensing authority.
- (b) Revenue from the sale of operating equipment and from capitalized or other assets used in authorized operations.
- (c) Refunds of use fees provided to the public by the holder.

### C. PAYMENT SCHEDULE

**1. Initial Payment.** An initial cash payment representing the portion of the estimated annual permit fee for one month of revenue during the operating season (but not less than \$1,500, unless the total permit fee is less than \$1,500) shall be paid in advance of use each year. This payment is not refundable except to the extent that all or part of the initial cash payment may be offset by the cost of work performed pursuant to a Granger-Thye fee offset agreement as provided in clauses IV.C.3 and IV.E.2.

**2. Subsequent Payments.** The holder shall report sales, calculate fees due, and make payment each month.

#### **3. Holder-Performed Fee Offset Work.**

**(a) Work in Lieu of Cash Payments.** Notwithstanding clause IV.C.2, the cost of work performed by the holder pursuant to a Granger-Thye fee offset agreement as provided in clause IV.E.2 may be credited in lieu of cash payments against the annual permit fee, provided that the work has been accomplished in accordance with the Granger-Thye fee offset agreement, and has been accepted as completed by the Forest Service before the end of the holder's fiscal year.

In the absence of a current, Granger-Thye fee offset agreement, payment must be made pursuant to clause IV.C.2.

**(b) Documentation of Expenses.** Prior to reimbursement or credit for Granger-Thye fee-offset work, the holder shall submit sufficient documentation to allow the authorized officer to determine that the costs claimed are allocable to the Granger-Thye fee offset agreement, actual, reasonable, and not unallowable.

**4. Final Payment.** The Forest Service shall reconcile annually the actual permit fee against permit fee payments made and credits for fee offset work. The holder shall pay any additional fees owed for the past year's operation within 30 days of billing.

**5. Overpayment.** Overpayment of the permit fee will be reimbursed by the Forest Service only if paid pursuant to clauses IV.C.1 and 2. Credit for offset work pursuant to clause IV.C.3 is limited to the amount of the annual permit fee; expenses will not be reimbursed if they are greater than the annual permit fee.

**D. DOCUMENTATION OF REVENUE.** The holder shall provide documentation of use and revenue for purposes of permit fee verification.

**1. Use and Revenue Data.** The holder shall submit to the authorized officer on a monthly basis use and revenue data covering each week of the operating season. At a minimum, such data shall consist of the number of sites occupied, all extra vehicle charges, the total number of Golden Age and Golden Access Passports honored, the total amount of use fees collected from the public, and the total amount of other types of revenue collected from the public.

**2. Income Statements.** No later than 90 days after the close of the holder's fiscal year, the holder shall submit to the authorized officer a statement of income reporting the results of the holder's annual operations. The statement shall include all adjustments, such as taxes deducted, and shall be broken down by categories of sales.

**E. GRANGER-THYE FEE OFFSET.** Pursuant to 16 U.S.C. 580d, the Forest Service may offset all or part of the permit fee by the amount paid by the holder for renovation, reconditioning, improvement, and maintenance deemed to be the government's responsibility, as defined below, of government-owned improvements and their associated land.

## 1. Definitions

**(a) Maintenance.** Actions taken to keep fixed assets in acceptable condition. Maintenance includes preventive maintenance, normal repairs, replacement of parts and structural components, and other activities needed to preserve a fixed asset so that it continues to provide acceptable service and achieves its expected life. Maintenance includes work needed to meet laws, regulations, codes, and other legal direction as long as the original intent or purpose of the fixed asset is not changed. Maintenance excludes activities aimed at expanding capacity of an asset or otherwise upgrading it to serve needs different from or significantly greater than those originally intended, such as construction of new facilities.

**(b) Improvement.** Advancing a fixed asset to a better quality or state. Improvement includes replacement. Replacement means substitution or exchange of an existing fixed asset or component with one having essentially the same capacity and purpose. Improvement is always the responsibility of the Government rather than the holder.

**(c) Reconditioning or Renovation.** A type of maintenance that rehabilitates an existing fixed asset or any of its components in order to restore the functionality or life of the asset. Reconditioning and renovation do not include construction of new facilities.

**(d) Holder Maintenance, Reconditioning, or Renovation.** Maintenance, reconditioning, or renovation that neither materially adds to the value of the property nor appreciably prolongs its life. The work serves only to keep the facility in an ordinary, efficient operating condition. From an accounting or tax perspective, it is work that may be expensed, but not capitalized. Examples include but are not limited to interior decorating, interior painting, vandalism repair, repair of broken windows, light bulb replacement, cleaning, unplugging drains, drive belt replacement, preventive maintenance, lubrication of motors, greasing, servicing, inspecting, oiling, adjusting, tightening, aligning, watering, weeding, sweeping, waxing, refinishing picnic tables, routine housekeeping, and general snow removal. In fulfilling these responsibilities, the holder shall obtain any licenses and certified inspections required by regulatory agencies and follow state and local laws, regulations, and ordinances and industry standards or codes applicable to the permitted operation.

**(e) Government Maintenance, Reconditioning, Renovation, or Improvement.** Maintenance reconditioning, renovation, or improvement that arrests deterioration, improves and upgrades facilities, and appreciably prolongs the life of the property. Examples include but are not limited to installing a new roof, new floor, or new siding; rebuilding boilers; replacing pipes, pumps, and motors; repairing or maintaining the paths, lands, walks, walls, or landscaping adjacent to other government-owned structures; replacing vault toilets with flush facilities, paving interior roads, upgrading facilities, and installing utilities; and performing exterior painting and refinishing. Exterior painting that repairs unsightly visual marks caused by everyday use does not meet the definition outlined above. Government maintenance, reconditioning, renovation or improvement, whether performed by the holder or the Forest Service, shall be performed at the sole discretion of the authorized officer.

**2. Granger-Thye Fee Offset Agreement.** Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall enter into an annual written Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement to be used to offset the permit fee. The agreement shall specify whether the concessionaire shall be required or has the option to enter into a collection agreement to have the Forest Service perform the work. The agreement shall enumerate the portion of the permit fee to be offset by the cost of work performed by the holder and the schedule for completion of offset work. Additionally, the agreement shall specify the portion of the permit fee to be offset by the cost of work performed by the Forest Service. The agreement shall specify which projects are to be used for offset that year and shall also include standards for completion of the projects and examples of allowable costs.

**3. Collection Agreements for Forest Service Oversight for Major Government Maintenance, Reconditioning, Renovation, and Improvements Performed by the Holder.** The Forest Service may require the holder to enter into a collection agreement with the Forest Service to pay the cost of a Forest Service employee administering and overseeing major government maintenance, reconditioning, and improvement projects and offset those costs against the holder's annual permit fee. For purposes of this clause only, a major government maintenance, reconditioning, and improvement project is one costing [ ] or more. Allowable costs include monitoring to ascertain that work is being done to Forest Service standards. Allowable costs do not include routine permit administration by the Forest Service. If the Forest Service exercises this option, a separate collection agreement shall be executed by the parties and made a part of this permit.

#### **F. FEE PAYMENT ISSUES**

**1. Crediting of Payments.** Payments shall be credited on the date received by the deposit facility, except that if a payment is received on a non-workday, the payment shall not be credited until the next workday.

**2. Disputed Fees.** Fees are due and payable by the due date. No appeal of disputed fees will be considered by the Forest Service without full payment of the disputed amount. Adjustments will be made if dictated by settlement terms or an appeal decision.

#### **3. Late Payments**

**(a) Interest.** Pursuant to 31 U.S.C. 3717 *et seq.*, interest shall be charged on any fee amount not paid within 30 days from the date it became due. The rate of interest assessed shall be the higher of the Prompt Payment Act rate or the rate of the current value of funds to the Treasury (i.e., the Treasury tax and loan account rate), as prescribed and published annually or quarterly by the Secretary of the Treasury in the Federal Register and the Treasury Fiscal Requirements Manual Bulletins. Interest on the principal shall accrue from the date the fee amount is due.

**(b) Administrative Costs.** If the account becomes delinquent, administrative costs to cover processing and handling the delinquency shall be assessed.

**(c) Penalties.** A penalty of 6% per annum shall be assessed on the total amount that is more than 90 days delinquent and shall accrue from the same date on which interest charges begin to accrue.

**(d) Termination for Nonpayment.** This permit shall terminate without the necessity of prior notice and opportunity to comply when any permit fee payment is 90 calendar days from the due date in arrears. The holder shall be responsible for the delinquent fees, as well as any other costs of restoring the site to its original condition, including hazardous waste cleanup.

**4. Administrative Offset and Credit Reporting.** Delinquent fees and other charges associated with the permit shall be subject to all rights and remedies afforded the United States pursuant to 31 U.S.C. 3711 *et seq.* and common law. Delinquencies are subject to any or all of the following:

**(a)** Administrative offset of payments due the holder from the Forest Service.

**(b)** If in excess of 60 days, referral to the Department of the Treasury for appropriate collection action as provided by 31 U.S.C. 3711(g)(1).

**(c)** Offset by the Secretary of the Treasury of any amount due the holder, as provided by 31 U.S.C. 3720 *et seq.*

**(d)** Disclosure to consumer or commercial credit reporting agencies.

**G. ACCOUNTING RECORDS AND ACCESS.** The holder shall follow generally accepted accounting principles or other cash basis of accounting in recording financial transactions. When requested by the Forest Service, the holder at its own expense shall have its annual accounting records audited by an independent public accountant acceptable to the Forest Service. The holder shall require any party who has responsibility for any day-to-day activities under clause II.F of this permit to comply with these same requirements. The holder shall make all of the accounting books and supporting records for the business activities authorized by this permit, as well as those of any parties authorized to operate under clause II.F of this permit, available for audit by the Forest Service or other federal agencies authorized to review Forest Service activities. The holder shall retain these records and make them available for review for five years after the end of the year they were generated, unless disposition is otherwise authorized by the Forest Service in writing.

## **V. RESOURCE AND IMPROVEMENT PROTECTION**

**A. COMPLIANCE WITH ENVIRONMENTAL LAWS.** The holder shall in connection with the use and occupancy authorized by this permit comply with all applicable federal, state, and local environmental laws and regulations, including but not limited to those established pursuant to the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.*, the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, the Oil Pollution Act, as amended, 33 U.S.C. 2701 *et seq.*, the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.*, the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, 42 U.S.C. 9601 *et seq.*, the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.*, the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, 7 U.S.C. 136 *et seq.*, and the Safe Drinking Water Act, as amended, 42 U.S.C. 300f *et seq.*

## **B. WATER SYSTEMS**

1. The holder, as the water supplier and operator of the drinking water system, shall operate the system in compliance with Forest Service Manual (FSM) Chapter 7420, applicable federal, state, and local drinking water laws and all regulations applicable to public and nonpublic drinking water systems. This includes, but is not limited to, renovation, operating and maintaining the system and conducting drinking water testing, maintaining records to demonstrate compliance, and taking the appropriate corrective and follow-up actions in accordance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and federal, state, and any other applicable requirements. The holder shall be able to demonstrate compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and all other applicable requirements by maintaining all necessary records. For the purposes of this authorization, public water systems are as defined in the Safe Drinking Water Act, 42 U.S.C. 300f *et seq.*, as amended, and in the National Primary Drinking Water Regulations, 40 CFR Part 141, or by state regulations if more stringent. Requirements under FSM 7420 applicable to the holder are set forth in this section and Appendix F to the permit entitled "Operation of Federally Owned Drinking Water Systems."

2. For federally owned systems, the holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination. The holder shall provide a copy of positive lab test to the Forest Service within one week of receiving the lab result. The holder shall notify the State drinking water program and Forest Service within 48 hours of any failure to comply with a federal or state drinking water requirement and make a written record that the notification occurred and place it in the system's record file. The holder shall notify and consult with the Forest Service within 48 hours of notification of a maximum contaminant level violation or an acute violation. The holder shall respond to the microbial contamination event as specified in Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and applicable regulations.

3. The holder shall retain all records as required by applicable laws and regulations. The holder agrees to make the records available upon request to the Forest Service and to any other regulatory agency authorized to review Forest Service activities. Copies of microbiological test results for federally owned water systems shall be forwarded monthly to the Forest Service by the 15th of the month following the sampling date. Copies of all other drinking water sample results shall be forwarded to the Forest Service at the end of the operating season. If the operating season is longer than six months in length, copies of sample results must be provided to the Forest Service every six months. The holder shall clearly identify all

sample results that violate FSM requirements or state, federal, and local requirements when the copies are submitted. Sample results that violate any of these requirements must have the results of required follow up samples attached. Copies of sample results that violate state requirements must have documentation attached to demonstrate that the state was informed of the violation within 48 hours of the lab notifying the holder of the results. The holder shall surrender all records for a federally owned system to the Forest Service upon permit termination or revocation.

**4.** For federally owned systems, the holder shall provide the name of the water system operator in writing to the Forest Service and notify the authorized officer within 72 hours of a change in personnel. Operators shall be certified to operate drinking water systems for all water systems classified as community or non-transient noncommunity system or when otherwise required by the state in which the system is located. Records to demonstrate operator certification shall be kept by the holder and made available to Forest Service upon request.

**C. VANDALISM.** The holder shall take reasonable measures to prevent and discourage vandalism and disorderly conduct and when necessary shall contact the appropriate law enforcement officer.

**D. PESTICIDE USE.** Pesticides may not be used to control undesirable woody and herbaceous vegetation, aquatic plants, insects, rodents, trash fish, and other pests and weeds without prior written approval from the authorized officer. A request for approval of planned uses of pesticides shall be submitted annually by the holder on the due date established by the authorized officer. The report shall cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review shall be provided in the form specified. Exceptions to this schedule may be allowed, subject to emergency request and approval, only when unexpected outbreaks of pests or weeds require control measures that were not anticipated at the time an annual report was submitted. Only those materials registered by the U.S. Environmental Protection Agency for the specific purpose planned shall be considered for use on National Forest System lands. Label instructions and all applicable laws and regulations shall be strictly followed in the application of pesticides and disposal of excess materials and containers.

**E. ARCHAEOLOGICAL-PALEONTOLOGICAL DISCOVERIES.** The holder shall immediately notify the authorized officer of any antiquities or other objects of historic or scientific interest, including but not limited to historic or prehistoric ruins, fossils, or artifacts discovered as the result of operations under this permit. The holder shall leave such discoveries intact until authorized to proceed by the authorized officer. Protective and mitigative measures specified by the authorized officer shall be the responsibility of the holder.

**F. PROTECTION OF HABITAT OF ENDANGERED, THREATENED, AND SENSITIVE SPECIES.** Location of areas needing special measures for protection of plants or animals listed as threatened or endangered under the Endangered Species Act (ESA), 16 U.S.C. 531 *et seq.*, as amended, or as sensitive by the Regional Forester under the authority of Forest Service Manual Chapter 2670, derived from ESA Section 7 consultation, may be shown on a separate map, hereby made a part of this permit, or identified on the ground. Protective and mitigative measures specified by the authorized officer shall be the sole responsibility of the holder. If protective measures prove inadequate, if other such areas are discovered, or if new species are listed as federally threatened or endangered or as sensitive by the Regional Forester, the authorized officer may specify additional protection, regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

**G. CONSENT TO STORE HAZARDOUS MATERIALS.** The holder shall not store any hazardous materials at the site without prior written approval from the authorized officer. This approval shall not be unreasonably withheld. If the authorized officer provides approval, this permit shall include, or in the case of approval provided after this permit is issued, shall be amended to include specific terms addressing the storage of hazardous materials, including the specific type of materials to be stored, the volume, the type of storage, and a spill plan. Such terms shall be proposed by the holder and are subject to approval by the authorized officer.

1. If the holder receives consent to store hazardous material, the holder shall identify to the Forest Service any hazardous material to be stored at the site. Such identification information shall be consistent with column (1) of the table of hazardous materials and special provisions given at 49 CFR 172.101 whenever the hazardous material appears in that table. For hazard communication purposes, the holder shall maintain Material Safety Data Sheets for any stored hazardous chemicals, consistent with 29 CFR 1910.1200(c) and (g). In addition, all hazardous materials stored by the holder shall be used, labeled, stored, transported, and disposed of in accordance with all applicable Federal, State, and local laws and regulations.

2. The holder shall not release any hazardous material as defined in clause III.F. onto land or into rivers, streams, impoundments, or into natural or man-made channels leading thereto. All prudent and safe attempts must be made to contain any release of these materials. The authorized officer in charge may specify specific conditions that must be met, including conditions more stringent than Federal, State, and local regulations, to prevent releases and protect natural resources.

3. The holder shall immediately notify all appropriate response authorities, including the national Response Center and the Forest Service authorized officer or designated representative, of any oil discharge or of the release of a hazardous substance at the site in an amount greater than or equal to its reportable quantity, in accordance with 33 CFR part 153, subpart B, and 40 CFR 302. For the purposes of this requirement, "oil" is as defined by section 311(a)(1) of the Clean Water Act, 33 U.S.C. 1321(a)(1). The holder shall immediately notify the Forest Service designated representative upon knowledge of any release [or threatened release] of any hazardous material at or in the vicinity of the permit area which may be harmful to public health or welfare or which may adversely affect natural resources under the management authority of the United States.

**H. CLEANUP AND REMEDIATION.** Except with respect to any federally permitted release as that term is defined under Section 101(10) of CERCLA, 42 U.S.C. 9601(10), the holder shall clean up or otherwise remediate any release, threat of release, or discharge of hazardous materials that occurs either on site or in connection with the holder's activities, whether or not those activities are authorized under this permit. The holder shall perform cleanup or remediation immediately upon discovery of the release, threat of release, or discharge of hazardous materials. The holder shall perform the cleanup or remediation to the satisfaction of the authorized officer and at no expense to the United States. Upon revocation or termination of this permit, the holder shall deliver the site to the Forest Service free and clear of contamination.

**I. CERTIFICATION UPON REVOCATION OR TERMINATION.** If the holder uses or stores hazardous materials at the site, upon revocation or termination of this permit the holder shall provide the Forest Service with a report certified by a professional or professionals acceptable to the Forest Service that the site covered by this permit is uncontaminated by the presence of hazardous materials and that there has not been a release or discharge of hazardous materials upon the site, into surface water at or near the site, or into groundwater below the site during the term of the permit. If a release or discharge has occurred, the professional or professionals shall document and certify that the release or discharge has been fully remediated and that the site is in compliance with all federal, state, and local laws and regulations.

## **VI. REVOCATION, SUSPENSION, AND TERMINATION**

**A. REVOCATION AND SUSPENSION.** The Forest Service may suspend or revoke this permit in whole or in part:

1. For noncompliance with federal, state, or local laws and regulations.
2. For noncompliance with the terms of this permit.
3. For failure of the holder to exercise the privileges granted by this permit;
4. With the consent of the holder; or
5. At the discretion of the authorized officer, for specific and compelling reasons in the public interest.

**B. OPPORTUNITY TO TAKE CORRECTIVE ACTION.** Prior to revocation or suspension under clause VI.A, the authorized officer shall give the holder written notice of the grounds for the action to be taken and a reasonable time, not to exceed 30 days, to complete corrective action prescribed by the authorized officer.

**C. IMMEDIATE SUSPENSION.** The authorized officer may immediately suspend this permit in whole or in part when necessary to protect public health or safety or the environment. The suspension decision must be in writing. Within 48 hours of the request of the holder, the superior of the authorized officer shall arrange for an on-the-ground review of the adverse conditions with the holder. Following this review the superior shall take prompt action to affirm, modify, or cancel the suspension.

**D. APPEALS AND REMEDIES.** Any written decisions by the authorized officer relating to administration of this permit are subject to the administrative appeal regulations at 36 CFR Part 251, Subpart C, or revisions thereto. Revocation or suspension of this permit shall not give rise to any claim for damages by the holder against the Forest Service.

**E. TERMINATION.** This permit shall terminate when by its terms a fixed or agreed upon condition, event, or time occurs without any action by the authorized officer. Examples include but are not limited to expiration of the permit by its terms on a specified date and termination upon change of control of the business entity. Termination of this permit is not subject to administrative appeal.

## **VII. MISCELLANEOUS PROVISIONS**

**A. REGULATING SERVICES AND RATES.** The Forest Service reserves the right to regulate the adequacy, type, and price of services provided to the public and to require that these services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by this permit. Such prices and services may be regulated by the Forest Service, provided that the holder shall not be required to charge prices significantly different from those charged by comparable or competing businesses.

**B. ADVERTISING.** The holder orally and in advertisements, signs, circulars, brochures, letterheads, and other materials shall not misrepresent in any way the accommodations or services provided or the status of the permit or permit area. The fact that the permit area is located on the Willamette National Forest shall be made readily apparent in all the holder's brochures and print advertising regarding use of the permit area.

**C. CURRENT ADDRESSES.** The holder and the Forest Service shall keep each other informed of current mailing addresses, including those necessary for payment of fees.

**D. HOLDER REPRESENTATIVE.** The holder or a designated representative shall be present on the premises at all times when the facilities are open to the public. The holder shall notify the authorized officer in writing as to who the representative will be.

**E. LIQUOR SALES PROHIBITED.** The sale of liquors or other intoxicating beverages is prohibited in the permit area.

**F. GAMBLING.** Gambling or gambling devices shall not be permitted on National Forest System lands, regardless of whether gambling or gambling devices are lawful under state or local law.

**G. FIREWORKS.** The sale of fireworks is prohibited on land covered by this permit. Possession or use of fireworks on land covered by this permit is also prohibited without prior written approval from the authorized officer.

**H. DISORDERLY CONDUCT.** Disorderly or otherwise objectionable conduct by the holder or those occupying the premises with the holder's permission shall upon proof thereof be cause for revocation of this permit.

**I. SERVICES NOT PROVIDED.** This permit does not provide for the furnishing of road maintenance, water, fire protection, or any other such service by a government agency, utility, association, or individual.

**J. MEMBERS OF CONGRESS.** No member of or delegate to Congress or resident commissioner shall benefit from this permit either directly or indirectly, except to the extent the authorized use provides a general benefit to a corporation.

**K. SUPERIOR CLAUSES.** In the event of any conflict between any of the preceding printed clauses and any subsequent clauses or provisions in the appendices attached to this permit, the preceding printed clauses shall control.

**This permit is accepted subject to all its terms and conditions.**

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HOLDER: \_\_\_\_\_

U.S. DEPARTMENT OF AGRICULTURE  
Forest Service

By: \_\_\_\_\_  
(Title)

By: \_\_\_\_\_  
(Authorized Officer)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

**SPECIAL USE PERMIT FOR  
CAMPGROUND AND RELATED GRANGER-THYE CONCESSIONS**

**Authority: Granger-Thye Act, 16 U.S.C. 580d**

**(Ref. FSM 2710)**

**APPENDIX F:**

**OPERATION OF FEDERALLY OWNED DRINKING WATER SYSTEMS**

**I. INTRODUCTION**

The requirements set forth in this Appendix pertain to holders of Forest Service special use permits that authorize the holder to operate federally owned drinking water systems. This includes special use permits authorized under the Granger-Thye Act, 16 U.S.C. § 580d.

The requirements set forth below are derived from Chapter 7420 of the Forest Service Manual (FSM), which describes the Forest Service Drinking Water Program. The objective of the Forest Service Drinking Water Program is to protect the health of the public and Forest Service personnel by ensuring that water provided by the Forest Service for human consumption is safe and protected. Where this objective cannot be met, the Forest Service policy is to make such waters unavailable for human consumption. "Human consumption" includes the use of water for drinking, food preparation, dishwashing, oral hygiene, or bathing/showering.

When a permit holder operates federally owned water systems, both the Forest Service and the permit holder are considered suppliers of the water. Therefore, permit holders authorized to operate federally owned water systems must operate and maintain the systems to meet the objective and policy of the Forest Service Drinking Water Program. Failure to operate these drinking water systems accordingly may result in revocation of the permit.

In addition to fulfilling the requirements set forth below, permit holders operating federally owned water systems must comply with all applicable federal, State, interstate, and local requirements applicable to drinking water systems, and must follow the Operation and Maintenance Plan developed in conjunction with the Forest Service to address the specific system(s).

Nothing in this Appendix should be interpreted as diminishing any obligation imposed by federal, State, interstate, or local authority.

**II. APPLICABLE DEFINITIONS**

- A. Average Daily Population (ADP).** For classification purposes, the sum of the daily transient and daily resident population served or having access to the drinking water system, per month, divided by the days of the month. Where actual or sample counts are not available at recreation sites, determine ADP by multiplying Persons-At-One-Time (PAOT) by the percentage of site use where PAOT equals four people per site.
- B. Condition Survey.** An onsite review of the facilities, equipment, and operation and maintenance of the a drinking water system to evaluate the adequacy of those elements for producing and distributing safe drinking water and meeting FSM and regulatory requirements. Condition surveys are an integral part of the sanitary surveys and serve as a supplement to the last current sanitary survey.
- C. Confluent Growth.** A continuous bacterial growth covering the entire filtration area of a membrane filter, or a portion thereof, in which bacterial colonies are not discrete. This does not necessarily include coliform growth. Non-coliform growth is often called heterotrophic growth.
- D. Drinking Water System.** A system for providing water suitable for human consumption via service connections (including handpump wells).
- E. Human Consumption.** Use of water for drinking, food preparation, dishwashing, oral hygiene, or bathing/showering.

- F. **Maximum Contaminant Level (MCL).** As defined by federal, State, or local law, but generally: The maximum permissible level of a contaminant in water which is delivered to any user of a public water system.
- G. **Non-Public Water System.** A system not meeting the public water system definition. A non-public water system is subdivided into the following categories:
- Non-Public, Non-Transient (NPNT).** A system serving less than 25 year-round residents or serving less than 25 of the same persons ADP more than 180 days per year (for example, some housing sites).
  - Non-Public, Transient (NPT).** A system serving less than 25 individuals ADP and not meeting the requirements of NPNT water system (for example, some smaller recreation sites).
- H. **Population Served.** The holder shall use the drinking water system classification provided by the authorized officer to determine the system class and applicable FSM Chapter 7420 and state, federal, and local regulatory requirements.
- I. **Public Water System.** As defined in the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, as amended, and in the National Primary Drinking Water Regulations, 40 CFR Part 141, or by State or local regulation if more stringent.
- J. **Repeat Samples.** A set of samples taken when a routine sample is total coliform-positive or when a repeat sample is total coliform-positive. Repeat samples shall be collected within 24 hours of notification of a positive result.
- K. **Routine Sample.** A sample that is representative of the water throughout the distribution system, taken by properly trained personnel on a routine basis when the system is operational, used to determine the microbial quality of the water.
- L. **Sanitary Survey.** As defined by applicable Federal, State, or local regulations, but generally: An onsite review performed by the State or qualified Forest Service engineer of the water source, facilities, equipment, operation, and maintenance of a public water system for the purpose of evaluating the adequacy of the source, facilities, equipment, operation, and maintenance for the purpose of ensuring the distribution of safe drinking water.
- M. **Service Connection.** The structure by which drinking water is conveyed from the distribution system to the user. Examples of service connections include: an individual building (residence, crew quarters, office, or mobile home -- not including utility hose bibs stubbed from building plumbing); a building exterior drinking fountain provided for public use; an individual yard or campground hydrant; a handpump on a well.
- N. **Special Sample.** A sample collected to determine the success of corrective actions. Special samples may also be taken to determine whether seasonal systems are ready to be opened, or whether disinfection practices are sufficient following pipe or tank repair or replacement. Special samples must be marked as such when sent in to the laboratory for analysis.

### III. Requirements for Operating Federally Owned Drinking Water Systems

- A. **Compliance With Applicable Standards.** All federally owned public water systems shall comply with the requirements of Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) , the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*; the National Primary Drinking Water Regulations (NPDWR), 40 CFR 141; the National Secondary Drinking Water Regulations (NSDWR), 40 CFR 143; any other applicable federal law; and applicable State, interstate, and local requirements, in addition to the standards stated in this document.

Federally owned **non-public** water systems shall conform to Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) which requires monthly total coliform sampling for non-public systems, among other requirements and to any federal, State, interstate, and local requirements that may apply.

**B. Classification.** All drinking water systems are classified by the Forest Service as either public water systems or non-public water systems. Public water systems shall be further classified in accordance with federal, state, or local requirements (e.g., "community" or "non-community," and so on). Non-public water systems shall be further classified as NPNT or NPT. The regulatory authorities and the Forest Service are responsible for making the final determination of how a water system is classified.

**C. Certified Water System Operators.** All personnel operating and testing water systems shall be certified as required by federal, State, and local regulations. The permit holder shall provide the name of the water system operator in writing to the Forest Service and notify the authorized officer within 72 hours of a change in personnel.

**D. Initial Survey.** Sanitary surveys shall be performed and documented for a new drinking water supply source and system before it becomes available for public use. If deficiencies are found, the Forest Supervisor shall approve a corrective action plan prepared to address the deficiencies, and the system may not be used until corrective action is completed and is demonstrated to have corrected any deficiencies.

**Subsequent Sanitary Surveys.** Sanitary surveys shall be conducted on all systems in accordance with applicable State regulations, or more frequently if there are recurring deficiencies. The Forest Service shall conduct regularly scheduled sanitary surveys and the holder shall assist the Forest Service by providing laboratory test results, locating components at the site, operating valves and equipment. However, the permit holder is responsible for coordinating with the Forest Service to ensure that additional sanitary surveys are performed as required in the event of system violations, in accordance with the required follow-up actions set forth below.

**E. Condition Surveys.** The permit holder shall coordinate with the Forest Service to ensure performance of condition surveys. Condition surveys must be performed whenever:

1. Routine bacteriological analysis indicates, and a bacteriological repeat sample confirms, that coliform bacteria exist.
2. A seasonal system is opened for the season.
3. There is a significant event or change in conditions that may affect the supply or system (e.g., a significant earthquake).

**F. Treatment and Disinfection.** Drinking water systems having surface water sources or groundwater sources under the direct influence of surface water shall be disinfected and filtered in accordance with federal, State, and local regulations. Direct influence of surface water for individual sources shall be determined by the State and/or qualified Forest Service Engineer. The determination is typically based on State criteria which may include site-specific measurements of water quality and/or documentation of source construction, characteristics and geology.

Water systems utilizing ground water sources not under the direct influence of surface water shall be disinfected if there is a history of microbiological contamination or when a condition or sanitary survey determines that microbiological contamination could occur, or as required by other applicable law.

The permit holder is responsible for ensuring that water systems are disinfected and treated as required. The permit holder is responsible for operating and monitoring any treatment and disinfection system installed by the Forest Service, and for notifying the Forest Service in the event of any treatment system malfunction.

**G. Sampling, Monitoring, and Follow-up Actions.** As indicated above. The permit holder shall institute a drinking water monitoring program according to Appendix F (Operation of Federally Owned Drinking Water Systems) NPDWR, NSDWR, and State and local regulations to monitor the level of primary and secondary contaminants in the water system and take appropriate follow-up actions.

The permit holder shall consult with the Forest Service to develop a written sample siting plan for each public and non-public water system. The siting plan should be designed to ensure that the system is

routinely sampled at varied representative locations and that contamination in any portion of the distribution system is eventually detected.

Testing laboratories must be EPA and/or State approved. Samples shall be collected and handled in compliance with laboratory requirements. The Forest Service authorized officer shall approve of the manner in which the laboratory notifies the permit holder of violations. The Forest Service requires that the laboratory notify the authorized officer of violations directly. The holder is responsible for providing the name and address of the authorized officer to ensure the laboratory sends copies of samples results that indicate violation to the Forest Service. The laboratory should be able to report results immediately if a test result is total or fecal coliform positive.

The Forest Service imposes additional sampling, monitoring, and follow-up actions, set forth below, per the requirements of FSM Chapter 7420 and Appendix F (Operation of Federally Owned Drinking Water Systems).

1. a. **Routine Sampling for All Systems.** The permit holder shall perform microbiological testing for total coliform bacteria at a minimum of one routine sample per month for every full or partial calendar month of operation, for all systems. Each handpump should be considered a separate water system.

Microbiological sampling shall be conducted every month. Samples should be taken at approximately 30-day intervals. Samples shall be taken early in the month to allow sufficient time for follow-up samples to be taken. A higher frequency of routine sampling may be required for public water systems by NPDWR and State regulation.

The permit holder shall notify and consult with the Forest Service within 24 hours or on the next business day after notification by the laboratory of a sample that tests positive for microbiological contamination. The permit holder shall notify and consult with the Forest Service within 48 hours of notification of a MCL violation or an acute violation.

- b. **Special Samples for All Systems.** At least one special sample shall be taken and shall test total coliform negative before that system may be opened. Special samples do not count in determining MCL violations or in meeting the monthly sampling requirements.
  - c. **Microbiological Contaminant Monitoring for Non-Public Water Systems.** The permit holder shall monitor non-public water systems for microbial contamination in the same manner as is required in the Forest Service Manual Chapter 7420 for non-community public systems and any federal, State, and local regulations (except for reporting to the regulatory agency). In addition to federal and State requirements, the permit holder shall take the appropriate follow-up actions as described in **Exhibit 1** of this document whenever a routine sample tests total coliform positive.
2. **Disinfectant Residuals Monitoring for All Systems.** The permit holder shall perform residual disinfectant monitoring in accordance with federal, State, and local regulations for all public systems requiring disinfection, and shall monitor and take follow-up action for non-public systems requiring disinfection in the same manner (except for reporting to regulatory agencies).

### **Exhibit 1**

#### Follow-up Actions for Microbiological Sampling

**A. Public Systems.** Whenever a routine sample result is total coliform-positive, take follow-up action as required by federal, State, and local regulation, but at a minimum take a set of four repeat samples within 24 hours of notification by the lab. Take the samples at locations as directed by law, in accordance with the sample siting plan, and as follows:

1. One at the same tap where the contamination occurred.
2. One at a downstream tap.
3. One at an upstream tap.
4. One within five service connections of the original sample.

If a system has only one service connection (such as a handpump), sample according to applicable law, but at a minimum collect a single 400 milliliter sample.

In addition, take follow-up action as indicated in the chart and instructions below within 24 hours, based on the results of repeat sampling.

For any routine sample that is total coliform-positive, perform a minimum of five routine samples during the next month the system is open.

**B. Non-Public Systems.** Whenever a routine sample result is total coliform positive, take one repeat sample within 24 hours of notification of the result.

In addition, take follow-up action as indicated in the chart and instructions below within 24 hours, based on the results of repeat sampling.

**C. All Systems.** Temporary closure of a water system for the purpose of performing corrective action or seasonal closure does not relieve the responsibility for compliance with repeat sampling, additional routine sampling, reporting to EPA or the State, and public notification as set forth in the federal, State, and local regulations.

At sites with water-carried sewage systems, if follow-up action is to close the system, the toilet supply may be left open if all points of drinking, including sinks and showers, can be isolated and shut off. Otherwise, shut off the entire system.

In the case of a waterborne disease outbreak at a federally owned water system, close the system, contact the Forest Service and the State for special provisions for public notification and monitoring, and take whatever additional measures the law requires.

Follow-up Actions for Microbiological Sampling

Based on the results of the repeat sampling, initiate the appropriate follow-up actions within 24 hours:

SAMPLE RESULT				
ROUTINE SAMPLE	REPEAT SAMPLE	MCL VIOLATION	ACUTE VIOLATION	FOLLOW-UP ACTION
TC-	None	No	No	None. Quality Satisfactory.
TC+ FC-/EC-	TC-	No	No	Public systems must have five routine samples taken the next month the system is open.
TC+ FC-/EC-	TC+ FC-/EC-	Yes	No	See Action 1 (below).
TC+ FC-/EC-	TC+ FC+/EC+	Yes	Yes	See Action 2.
TC+ FC+/EC-	TC-	No	No	Public systems must have five routine samples taken the next month the system is open.
TC+ FC+/EC+	TC+ FC-/EC-	Yes	Yes	See Action 2.
TC+ FC+/EC+	TC+ FC+/EC+	Yes	Yes	See Action 2.
Confluent Growth	See Action 3	No	No	See Action 3.

TC = Total Coliform  
 EC = E. Coli  
 FC = Fecal Coliform

- = Negative test results  
 + = Positive test results

**ACTION 1: MCL VIOLATION**

**A. All Systems.** Search for the source of the contamination by having a condition survey done. Take corrective action when the source of contamination is found. Take daily special samples until two consecutive special samples are TC negative. If three samples are TC positive, close the system. Open the system only after the problem has been corrected and two consecutive daily special samples are TC negative.

Notify users according to appropriate State or NPDWR notification procedures including: posting, hand delivery, or media (newspaper, radio, or television), depending on the classification of the system and corresponding State direction. For non-public systems where State or EPA regulations have not established public notification procedures, notify users as soon as possible but always within 14 days by posting signs at the facility, visitor information site, etc. For systems serving residential populations, make notification by letter, in addition to posting signs.

**B. Public Systems.** Notify, consult, and coordinate with the State within the time period required by law after notification of the positive result. Take five routine samples the next month the system is open.

**ACTION 2: ACUTE VIOLATION**

**A. All systems.** Close the water system. At sites with water-carried sewage systems, the toilet supply may be left open if all points of drinking, including showers and sinks, can be isolated and shut off. Otherwise, shut off the entire system. Search for the source of contamination by having a condition survey done. Take corrective action when the source is found. Open the system only after the

problem has been corrected and two consecutive daily special samples are TC negative.

Notify users according to appropriate State or NPDWR notification procedures including: posting, hand delivery, or media (newspaper, radio or television), depending on the classification of the system and corresponding State direction. For non-public systems where State or EPA regulations have not established public notification procedures, notify users as soon as possible but always within 72 hours by posting signs at the facility, visitor information site, etc. For systems serving residential populations, make notification by letter, in addition to posting signs.

**B. Public Systems.** Notify, consult, and coordinate with the State within the time period required by law after notification of the positive result. Take five routine samples the next month the system is open.

**ACTION 3: CONFLUENT GROWTH.**

Take another routine sample at the same location within 24 hours of being notified of the result. If the second sample has confluent growth, search for the cause and correct it. Continue sampling until a valid sample is obtained. If the valid sample is TC positive, take follow-up actions as required by law and as outlined above.

**Exhibit 2**  
Primary and Secondary Contaminants

<u>PRIMARY CONTAMINANTS</u>	<u>SECONDARY CONTAMINANTS</u>
Arsenic	Aluminum
Barium	Chloride
Cadmium	Color
Chromium	Copper
Fluoride	Foaming Agents (Surfactants)
Lead	Iron
Mercury	Manganese
Nitrate	Odor
Nitrite	pH
Selenium	Silver
Sodium	Sulfate
	Total Dissolved Solids
	Zinc

Whenever the maximum contaminant is exceeded, analyze a repeat sample for confirmation of the test results. Judge the acceptability of the water quality using the MCLs established in the NPDWR and NSDWR. These MCLs shall apply to both public and non-public systems.

For both public and non-public systems serving residential populations, correct any deficiency in water quality that would result in noncompliance with federal, State, and local regulations for public water systems. Report any system with a contaminant in excess of established MCLs to the Forest Service for review on a case-by-case basis.

For public systems, send sampling results to the State and follow the applicable public notification requirements if there is an MCL violation. For non-public water systems, follow the public notification requirements applicable to public non-community systems if contaminants exceed the MCL levels.

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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USDA Forest Service

OMB 0596-0082  
 FS-2700-4h, Appendix B (03/06)

Authorization ID [redacted]  
 Contact ID [redacted]  
 Expiration [redacted]

**APPENDIX B  
 ANNUAL GRANGER THYE FEE OFFSET AGREEMENT  
 SPECIAL USE PERMIT  
 For Campground and Related Granger-Thye Concessions  
 AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d  
 <Reference FSH 2709.11 chapter 50>**

This Annual Granger-Thye (GT) Fee Offset Agreement is made by [name] (the Holder) and the U.S. Department of Agriculture, Forest Service, [name] National Forest (the Forest Service), under section 7 of the G-T Act, 16 U.S.C. 580d, and clause IV.E of the special-use permit issued to the holder on [date] (the permit).

The total estimated annual permit fee is [amount]. [ ] percent of that permit fee may be offset by the cost incurred by the Holder for the Government maintenance, reconditioning, renovation, or improvement (MRRI) projects listed below in accordance with this agreement. Additionally, [ ] percent of that fee may be offset by the cost incurred by the Forest Service for the Government MRRI projects under a separate collection agreement. Projects to be performed by the Holder shall be completed by the date specified and within the Holder's fiscal year for the year the fee is due. The Forest Service may modify the projects and dates as necessary, after consultation with the Holder.

The actual cost of each project that is satisfactorily completed as determined by the Forest Service may be offset against the holder's permit fee. Due dates and cost estimates for completion of each project are enumerated below. Examples of allowable costs include salaries and wages, materials and supplies, and subcontracts that are direct costs of a G-T fee offset project and indirect costs based on an approved indirect cost rate. The total cost for Government MRRI projects to be performed under this agreement shall not exceed the annual fee.

Upon a determination by the Forest Service that a project has been satisfactorily completed by the holder, the holder shall submit documentation of its actual cost to the Forest Service and shall certify that the representations in that documentation are accurate and complete. The certification shall be signed and dated, and shall state that failure to sign the certification shall vitiate the fee offset claim. The Forest Service shall verify that documentation before giving any credit against the holder's permit fee, and reserves the right not to grant any fee offset if any of the representations in the documentation is inaccurate or incomplete.

The Holder shall perform the work itemized below under this agreement.

Description of Project	Due Date	Estimated cost	Completion Date	Actual Cost
[itemize projects]				

Signed: \_\_\_\_\_  
 Holder or Holder's Agent

\_\_\_\_\_ Date

Signed: \_\_\_\_\_  
 Authorized Officer

\_\_\_\_\_ Date

USDA Forest Service

OMB 0596-0082  
FS-2700-4h, Appendix B (03/06)

### **Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

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## APPENDIX 13

### Maintenance and Reconditioning

#### General Requirements

All job standards will conform to the Forest Service publication "Cleaning Recreation Sites (December, 1995).

All materials, supplies and paint colors used by the concessionaire will be approved by the Forest Service before use, and maintenance will be performed according to Forest Service standards and approved Site Development Plans in order to be acceptable.

#### Types of M&R Work

Maintenance and reconditioning work is a condition of the special use permit. Holder maintenance and reconditioning includes activities that neither materially add to the value of the property nor appreciably prolong its life. The work serves only to keep the facility in an ordinary, efficient operating condition. The concessionaire is required to perform Holder Maintenance and Reconditioning (Holder M&R) at the concessionaire's expense.

Government M&R generally includes activities, which arrest deterioration and appreciably prolong the life of the improvements. All Government M&R is performed at the sole discretion of the Authorized Officer. The Holder will be required to accomplish Government Maintenance and Reconditioning work (Government M&R), either for offset of the special use permit fee, or as a cooperator by agreeing to allow the Forest Service to use the permit fee to accomplish the work.

Maintenance and Reconditioning work includes both scheduled and unscheduled work. Scheduled maintenance and reconditioning will be defined for each recreation site through Holder M&R plans which will be prepared by the Forest Service and included in the final approved Annual Operating Plan. The following narrative provides an overview of the types of work, which will be included in Holder M&R plans, as well as those M&R activities that will be the responsibility of the Government.

#### Scheduled M&R Work

The following examples define Holder and Government M&R responsibilities:

#### **WATER SYSTEM:**

**Holder:** Responsible for operation and maintenance of entire water system. Responsible for repairing broken water lines (including underground lines), repairing or replacing valves or hydrants, repairing hand pumps, cleaning storage tanks and all other general maintenance and minor repair. Responsible for water testing, monitoring and treatment, as well as responsible for fees associated with testing and water system surveys.

**Government:** Responsible for replacement of water systems.

### **ROADS, PARKING AREAS, WALKWAYS, TRAILS, CAMP UNIT SPURS, BRIDGES:**

**Holder:** Maintain campground parking pads, camping spurs and turnouts, paths, trails, handrails, stairs, gates and footbridges within campgrounds by filling in holes, patching, raking, brushing, and otherwise repairing as damage occurs. Clean up hazard trees or blow down and removal of other vegetative debris from recreation site roads, trails, bridges, campsites, and parking lots. Sweep leaves/needles from road surfaces at the beginning of the season. Removal of needles and vegetation swept into berms and/or left alongside roads by the road sweeper, to facilitate proper drainage and drying of the road surface. Responsible for maintaining running surface on barrier free trails to Forest Service standards.

**Government:** Maintain the running surface and make subsurface structural repairs to roads and parking lots (excluding camping spurs and turnouts) including patching cracks and potholes.

### **FISHING /VIEWING PLATFORMS:**

**Holder:** Responsible for the maintenance of fishing/viewing platforms, rails, benches, and planks. Patch cracks and repair potholes. Maintain, repair, and replacement of wood and composite surface decking, handrails, and other hardware associated with the normal function and operation of platforms.

**Government:** Maintain and repair the subsurface and structural components to concrete ramps. Replacement of concrete when broken or needed. Replacement of fishing/viewing platforms.

### **SEWAGE SYSTEMS:**

**Holder:** Maintenance and repair of pipes or drainfields. Pumping and disposal of vaults and septic tanks. Responsible for controlling objectionable odors at toilets. Responsible for collecting and reporting data to the Forest Service regarding regulatory wastewater reporting requirements.

**Government:** Replacement of collapsed vaults, septic tanks, and failed drainfields.

### **WASTE WATER COLLECTORS:**

**Holder:** Maintenance and repair, including replacement of waste water sumps and rework drainfields as necessary.

### **BUILDINGS:**

**Holder:** Interior and Exterior painting of approximately 1/3 of existing buildings within the Complexes per year, as determined by the Forest Service. Repair and replace fixtures, skylights, screens, door locks, ladders, broken windows and doors as discovered. Repair interior walls and ceilings. Repair minors damage to roofs and exterior walls as damage is discovered.

**Government:** Restore and replace buildings as funding becomes available with buildings that meet accessibility standards and odor-free requirements. Perform major structural repairs. Re-roof buildings and replace exterior siding as funding becomes available.

### **BARRIERS, SIGN POSTS, CAMPSITE MARKERS:**

**Holder:** Responsible for installation and replacement as needed. Keep all sign posts and site markers straight and replaced.

**Government:** Provide replacement barriers post.

### **TABLES, FIRE RINGS, AND STOVES:**

**Holder:** Sand, router and refinish tabletops and benches, remove carvings into tabletops, replace broken planks as necessary. Refinish 1/3 of inventory every year, 3-year cycle for entire inventory. Install replacement fire rings/grills, repair tables and grills/fire rings as needed.

**Government:** Provide replacement grills/fire rings/ hardware as necessary.

### **SOLID WASTE:**

**Holder:** Garbage removal weekly or more frequently as needed to prevent trash from overflowing containers. Repair, clean, paint or replace garbage cans and dumpsters. Maintain garbage can and dumpster pads and enclosure screens.

### **SIGNS AND BULLETIN BOARDS:**

**Holder:** Install, repaint, maintain, or repair signs, including recreation site entrance signs, as needed. Install, repaint, maintain, or repair bulletin boards (including trailhead bulletin boards within the permit area) as needed. 1/3 of bulletin board and painted wood sign inventory should be refinished every year, 3-year cycle for entire inventory. Replace signs, with the exception of Forest Service signs as needed. Maintain posters and information on bulletin boards, with the exception of trailhead information boards as specified below.

**Government:** Furnish Forest Service bulletin boards, posters, and signs. Replace campground entrance signs and bulletin boards. Maintain posters and information on trailhead information boards located within concessionaire-managed sites.

### **VEGETATION MANAGEMENT:**

**Holder:** Planting of shrubs, trees, and grasses as approved by the Forest Service. Pruning and removal of vegetation from recreation site roads, entrance roads, bulletin boards, signs, trails, bridges, campsites, and parking lots should be performed annually and on an as needed basis throughout the season. Removal and proper disposal of invasive weeds with approval by the FS.

**Government:** Provide shrubs, tree seedlings, and grass seed as needed. Environmental review and approval of all vegetation management proposals.

### **MAINTENANCE IN CONFINED SPACES:**

**Holder:** Holder to perform all cleaning and maintenance activities in areas meeting the OSHA definition of confined space. This will primarily apply to maintenance and the cleaning of water tanks where physical ingress into the tank is required.

## SAMPLE HOLDER MAINTENANCE & RECONDITIONING PLAN

Maintenance Requirement	Frequency	Remarks
Straighten/replace broken/missing barriers, site marker signs, and posts.	Within one week of discovery.	FS must approve materials.
Repair all wooden tables, prioritizing those in worst condition.	1/3 of inventory every year, 3-year cycle for entire inventory.	FS must approve materials.
Paint interior of all toilets.	1/3 of inventory every year, 3-year cycle for entire inventory.	FS must approve materials.
Paint all benches.	1/3 of inventory every year, 3-year cycle for entire inventory.	FS must approve materials.
Paint over all graffiti.	Within 24 hours of discovery.	FS must approve materials.
Inspect and repair or replace all toilet door locks.	Prior to opening, and as needed.	FS must approve materials.
Repaint entrance sign.	1/3 of inventory every year, 3-year cycle for entire inventory.	FS must approve materials.
Repair sign boards and replace information/regulatory signage.	As needed.	FS must approve materials.
Remove and properly dispose of ashes in fire rings when half full. Clean grills.	Prior to opening, after closing, and as needed throughout season.	To FS standards.
Remove visitor-made fire rings.	Prior to opening, and after each one is built.	To FS standards.
Pump vault toilets and properly dispose of waste.	Prior to opening and as needed during season when $\frac{3}{4}$ full. All vault toilets must be pumped at the end of the permit term.	To FS standards.
Inspect and repair all damaged or leaking plumbing fixtures.	Prior to opening, and as needed.	FS must approve materials.
Inspect gates, repair bent sections, adjust hardware, and paint gates.	Prior to opening, and as needed.	FS must approve materials.

<b>Maintenance Requirement</b>	<b>Frequency</b>	<b>Remarks</b>
Winterize all water systems.	Prior to closing.	FS must approve materials.
Clean up bucked blowdown and fall hazard trees except in circumstances outlined in Sec. II of prospectus.	Prior to opening each year, and as needed during season.	To FS standards.
Fill in potholes in campground parking pads and and walkways.	Prior to opening, and as needed.	To FS standards.
Clean and maintain culverts on trails.	As needed.	To FS standards.
Maintain trail tread surface.	Prior to opening, and as needed	To FS standards.
Excavate and clean water faucet sumps.	Annually, and as needed.	To FS standards.
Excavate and clean waste water sumps.	Annually, and as needed.	To FS standards.
Patrol for, collect, and remove litter.	Daily or more often, as needed.	To FS standards.
Clean toilets.	At least once per day, mid-morning.	To FS standards.
Remove garbage.	Weekly or more frequently, as needed.	Prevent trash from overflowing containers.
Test potable water.	According to state/Federal standards.	
Brush, limb, and perform tread maintenance on interior trails.	As needed.	To FS standards.
Inspect viewing platforms.	Prior to opening, and as needed.	To FS standards.
Brush and limb along interior campground roads.	Annually, and as needed.	To FS standards.

### **Holder Performance of Government M&R Work**

The permit holder may perform Government M&R in one of two ways:

The permit holder can agree to physically perform the work. If the permit holder performs the Government M&R, an amount equal to the value of the maintenance performed will be subtracted from the fee owed to the Government and/or refunded from fees previously paid.

If the permit holder does not agree to physically perform the Government M&R, the permit holder and the Forest Service will enter into a collection agreement. This agreement allows the special use permit fee collected from the permit holder to be set aside. The Forest Service can then use this money to perform the Government M&R.

Specific Government M&R duties will be agreed to at the beginning of each operating season including the value of the Government M&R work. The permit holder will notify the Forest Service at that time whether he/she plans to physically do the Government M&R items, or enter into a collection agreement for the Forest Service to perform the work.

Holder and Government Responsibilities for Unscheduled Maintenance and Reconditioning

Table E1 specifies Holder and Government responsibilities for unscheduled M&R.

The following definitions apply to Table E1:

**Routine Maintenance and Reconditioning:** Includes cleaning and repair due to any cause to keep the facility operational, neat, sanitary, and safe to use. Cost of the work may be up to 50% of the replacement cost of the facility item being repaired.

**Replacement (Government):** Includes repair of facilities when the cost of the work will be greater than 50% of replacement cost, as well as total replacement. Includes repair or replacement resulting from any cause except fire and other casualty, including vandalism, when such loss is covered by the Holder's insurance (see Special Use Permit Clause III(1)2.)

**Replacement (Holder):** Includes repair of facilities when the cost of the work will be greater than 50% of replacement cost, as well as total replacement, regardless of cause.

**Prospectus for Campground and Related Granger-Thye Concessions, WNF – South Santiam Complex 2010**  
**APPENDIX 13 Maintenance and Reconditioning**

**TABLE E1 --- Holder and Government Unscheduled Maintenance and Replacement Responsibilities**

FACILITY	HOLDER		GOVERNMENT	
	ROUTINE MAINTENANCE	REPLACEMENT	ROUTINE MAINTENANCE	REPLACEMENT
Picnic Tables	XX			XX
Planks	XX	XX		
Legs/hardware	XX	XX		
Fire rings/Devices	XX			XX
Tent Pads	XX			XX
Traffic Control Devices	XX			XX
Bulletin Boards	XX			XX
Signs, Posts:				
Highway	XX			XX
Directional	XX			XX
Entrance	XX			XX
Site markers & Sign Post	XX	XX		
Fee Collection Boxes	XX			XX
Gates, locks	XX			XX
Amphitheater	XX			XX
Bridges (walking)	XX			XX
Bridges (vehicle)			XX	XX
Dumpsters	XX	XX		
Garbage Cans	XX	XX		
Fences, retaining walls	XX			XX
Tool Cache (fire)	XX	XX		
Sewage hookups	XX			XX
Grey Water Sump	XX			XX
Roads, Parking Lots	XX			XX
Camping Pads and Turnouts	XX			XX

<b>TABLE E1 --- Holder and Government Unscheduled Maintenance and Replacement Responsibilities</b>				
FACILITY	HOLDER		GOVERNMENT	
	ROUTINE MAINTENANCE	REPLACEMENT	ROUTINE MAINTENANCE	REPLACEMENT
Walkways, trails	XX			XX
Landscaping	XX			XX
Electrical Systems	XX			XX
<b>Water Systems</b>				
Underground and Above ground lines	XX			XX
Pumps	XX			XX
Hand Well Pumps	XX			XX
Hydrants	XX			XX
Storage Tanks	XX			XX
Catch basins	XX			XX
Faucets, valves	XX	XX		
<b>Buildings</b>				
Roof	XX			XX
Siding	XX			XX
Structural	XX			XX
Doors	XX	XX		
Windows	XX	XX		
Hinges, handles, hardware	XX	XX		
Fishing/Viewing Platform	XX			XX



United States  
Department of  
Agriculture

Forest  
Service

Washington Office

14<sup>th</sup> & Independence SW  
P.O. Box 96090  
Washington, DC 20090-6090

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**File Code:** 2720/6500

**Date:** July 11, 2002

**Route To:**

**Subject:** Indirect Cost Reimbursement in Granger-Thye Permits

**To:** Regional Foresters

**Issue.** At the request of the National Forest Recreation Association (NFRA) we have evaluated how the Forest Service reimburses the indirect costs of permit holders who perform Granger-Thye (GT) fee offset work. Holders are concerned that forests are inconsistent on whether and how indirect costs are allowed and what documentation is necessary to support a claim for indirect costs.

**Background.** Under Section 7 of the GT Act, and when authorized by a permit and GT fee offset agreement (GT agreement), the Forest Service offsets all or part of the permit fee paid by campground concessionaires with the cost of Government renovation, reconditioning, improvement, and maintenance performed at the concessionaire's expense on facilities covered by the permit. When the holder performs the work, it is authorized by an attachment to the permit called a GT fee offset agreement. Alternatively, the Forest Service may enter into a collection agreement as authorized by Section 5 of the GT Act to perform work eligible for fee offset under Section 7.

**Historical Practice.** Typically the field has offset the holder's direct costs for approved offset work, but reimbursement for the holder's indirect costs has varied. Approaches have included limiting indirect costs to a maximum of 5 percent or 10 percent of the fee to be offset, limiting the type of indirect costs to be reimbursed, or reimbursement of a flat overhead rate without documentation. Review of this issue has shown that these methods are not appropriate, because holders should be reimbursed actual costs. There is a misconception among employees and holders that the Forest Service can reimburse a flat indirect cost rate without documentation. There is often disagreement between forests and holders about what costs may be reimbursed.

**Comparison.** The Office of Management and Budget (OMB) has issued circulars to guide cost reimbursement for several types of business entities, including Circular A-87 for State and Local Governments and Circular A-122 for Non-Profit Organizations. The Federal Acquisition Regulation (FAR) Part 31 guides cost reimbursement for Commercial (For-Profit) Entities. We evaluated how cost reimbursement is conducted in other agency programs. Regulations at 7 CFR 3019.27 were updated in August 2000 to address the determination of allowable costs for grants and agreements in conformance with applicable OMB circulars. FSH 1509.11, Chapter 70, provides that administration of costs in grants and agreements for commercial entities is



subject to FAR Part 31, Contract Cost Principles and Procedures. Adopting these cost standards for GT offset will create consistency among the program areas of special uses, contracting, and grants and agreements and conform to OMB guidance.

**Conclusion.** Offset of indirect costs is appropriate. Indirect costs are a customary charge in contracting and grants and agreements and should be eligible for offset under GT agreements. The following guidance applies to reimbursement of actual costs to commercial entities holding GT permits. The guidance (enclosed) is excerpted from FAR Part 31 and 48 CFR Part 9904 but has been tailored to address GT agreements. A simplified process for small concessions is included at the end of the document. Cost principles for non-profit entities and state or local governmental entities are not addressed. The guidance does not address the reimbursement of agency indirect costs. When the Forest Service performs the work, agency indirect costs will be assessed in accordance with FSH 1509.11, Chapter 33 and indirect cost rates established nationally (e.g., the FY2002 rate is 18 percent).

**Implementation.**

Before the holder's indirect costs may be offset under a GT agreement, the holder must submit its indirect cost rate and supporting documentation for approval. Determination of an indirect cost rate should comply with the Cost Accounting Standards (CAS) and this guidance. When claiming cost reimbursement, the holder must certify that costs claimed comply with this guidance. Indirect costs based on approved Indirect Cost Allocation Rates (ICAR) should be reimbursed starting with 2002 permit fees. This advice for reimbursement of indirect costs is not retroactive to prior year permit fees.

For New Permits: Applicants must disclose accounting procedures and historic indirect cost allocation rates in response to a prospectus.

For Existing Permits: Holders must submit their ICAR to the authorized officer. Because the ICAR will be the same for all permits held by a specific company, it is recommended that the regional external auditor review and approve the rate. Regional auditors should coordinate the review for companies operating in more than one region.

/S/ TAMARA L. HANAN

/S/ DAVID G. HOLLAND

DAVID G. HOLLAND  
Director, Recreation, Heritage,  
and Wilderness Resources  
cc: Carolyn Holbrook

TAMARA HANAN  
Director, Financial Policy  
and Analysis

USDA Forest Service

OMB 0596-0082  
FS-2700-4h, Appendix G (03/06)

Authorization ID \_\_\_\_\_  
Contact ID \_\_\_\_\_  
Expiration Date \_\_\_\_\_

**APPENDIX G**  
**Granger-Thye Fee Offset Claim Certification**  
for  
**SPECIAL USE PERMIT**  
**AUTHORITY: Section 7 of the Granger-Thye Act, 16 U.S.C. 580d**  
**<Reference FSH 2709.11, chapter 50>**

\_\_\_\_\_  
**NATIONAL FOREST**  
\_\_\_\_\_  
**RANGER DISTRICT**  
**PERMIT NUMBER** \_\_\_\_\_

**Project Name** \_\_\_\_\_ **Holder's Fiscal Year (FY)** \_\_\_\_\_

Total allowable costs may be offset under a Granger-Thye (GT) fee offset agreement to the extent they do not exceed the total annual fee for this permit. Total allowable costs of a GT project included in this GT claim are the sum of the direct GT project costs and indirect costs allocable to this GT project. Costs submitted under this GT claim will be accepted to the extent they are reasonable, allocable, and determined to be allowable, in accordance with the terms of the permit, GT agreement, and agency policy.

**Direct GT Costs:** Provide claimed GT costs by cost element and attach schedules to show the cost breakdown by cost element. Provide supporting documentation for the cost claim.

**Indirect costs:** Indirect costs must be computed based on Forest Service-approved indirect cost rate and may be added to the total direct GT costs. Attach the approved indirect cost rate for FY [ ].

Approval of the fee offset claim is subject to all provisions in the Annual Granger-Thye Fee Offset Agreement (FS-2700-4h, Appendix B) executed by the U.S. Department of Agriculture, Forest Service, [name] National Forest, and [holder name] on [date of GT fee offset agreement].

<b>DIRECT GT COSTS</b>	
Salaries and Wages	\$ _____
Materials and Supplies	\$ _____
Subcontracts	\$ _____
Other (specify)	\$ _____
Sum of Direct GT Costs	\$ _____
INDIRECT COSTS ([ ]% x Direct GT costs)	\$ _____
<b>TOTAL GT COST CLAIM FOR PROJECT</b>	<b>\$ _____</b>

Subject to the penalties prescribed in the False Statements Act, 18 U.S.C. 1001, the holder certifies to the best of its knowledge that the representations in the documents supporting its claim for fee offset are accurate and complete. The Forest Service reserves the right not to grant the fee offset claim if any of these representations is inaccurate or incomplete. Failure to sign the certification shall vitiate the fee offset claim.

Signed: \_\_\_\_\_  
Name of Certifying Official

Date: \_\_\_\_\_

\_\_\_\_\_  
Title of Certifying Official

USDA Forest Service

OMB 0596-0082  
FS-2700-4h, Appendix B (03/06)

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**COLLECTION AGREEMENT**

**between**

**Campground Concessionaire - Name**

**and**

**Willamette National Forest, USDA-Forest Service**

**THIS COLLECTION AGREEMENT** is made and entered into by and between **Campground Concessionaire – Name**, hereinafter referred to as **XXXX** and the Willamette National Forest, USDA-Forest Service, hereinafter referred to as the Forest Service, under the provisions of the Granger-Thye Act of April 24, 1950 (16 USC 572).

**I. PURPOSE**

**XXXX** was issued a Special Use Permit by the Forest Service, dated March 18, 2003 for the purpose of administering, operating, and maintaining fee campgrounds on the the Willamette National Forest. Clause IV. *Permit Fees And Other Records*, E. *Granger-Thye Fee Offset*, of said Permit provides for replacement and reconditioning, such as unforeseen major repairs or replacement of building, water systems, disposal systems, and the like.

The 2005 **XXXX** Granger Thye Offset Agreement (Attachment A) identifies projects **XXXX** agrees to complete or have the Forest Service complete by collection agreement. The attached project (Attachment B) will be completed by the Forest Service by October 31, 2005. The work was accepted in the **XXXX** Granger-Thye Offset Agreement for 2005 dated June 28,2005.

Under authority of Section 7 of the Granger-Thye Act, the Forest Service may at its discretion request **XXXX** to perform this replacement or reconditioning work for credit against part or all of the fee owed to the government specified in clause IV E. If requested by the Forest Service, **XXXX** may either (1) perform this work for fee credit or (2) upon reaching agreement with the Forest Service, **XXXX** may enter into a Collection Agreement whereby the Forest Service will perform the work forRRM; and

The Forest Service has requested that **XXXX** perform the work described in the **XXXX** Granger-Thye Offset Agreement for 2005 dated June 28, 2005. RRM has or will complete all of the projects except for Projects 5. Hand-pump at Shannon Creek Campground; 7. Boom Logs Tie Down at Baker Lake and 9. Re-plumbing the Flush Restrooms at Denny Creek Campground.

The Forest Service has not received payments from **XXXX** for fees due the government under provisions of the Special Use Permit as they have received credit for Granger-Thye projects that have already been completed.

**II. STATEMENT OF MUTUAL INTERESTS AND BENEFITS:**

The Forest Service benefits by having the Cooperator use and maintain the improvements. The Cooperator wishes to operate the recreation sites in accordance with the terms and conditions of the Special Use Authorization. The authorized use results in the maintenance and repair of improvements under permit.

**III. FOREST SERVICE SHALL:**

1. If the cost of the work performed by the Forest Service exceeds the amount on deposit, pay out of appropriated funds any additional amounts necessary to complete this project.
2. Deposit funds paid by **XXXX** into a Forest Service CWFS Cooperative Work Account.
3. Perform the work according to Forest Service standards.
- 4.

**IV. COOPERATOR SHALL:**

1. Utilize equipment, supplies and materials, which have been approved by the Forest Service.
2. Make payment to the Forest Service in the amount of \$XXXX.
3. Give the Forest Service or Comptroller General, through any authorized representative, access to and the right to examine all books, papers, or documents related to this instrument.
4. The Cooperator hereby agrees to defend and hold harmless the USDA Forest Service its representatives or employees, from any damage incident to the performance of the work resulting from, related to, or arising from this instrument.

**V. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:**

- A. The United States Government shall not be liable for any damage incident to the performance of work under this Agreement to any depositors or landowners who are parties to the Agreement, and all such depositors or landowners hereby expressly waive any and all claims against the United States Government for compensation for any loss, damage, personal injury or death occurring in consequence of the performance of this Agreement.
- B. This instrument is executed as of the last date shown below and expires four (4) years from the date of execution at which time it will be subject to review, renewal, or expiration. Either party may terminate this agreement by thirty (30) calendar days written notice to the other. In the event of early termination, any funds on deposit or obligated in a purchase order will be available for expenses incident to closing out the work beyond the written notice.
- C. Pursuant to Section 22, Title 41, United States Code, no member of, or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise therefrom.
- D. Nothing herein shall be construed as obligating the Forest Service to expend or involving the United States in any contract or other obligation for the future payment of money in excess of appropriations authorized by law and administratively allocated for this work.
- E. Modifications within the scope of the instrument shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by both parties, prior to any changes being performed. The Forest Service is not obligated to fund any changes not properly approved in advance.
- F. Improvements placed on National Forest System land at the direction of either parties, shall thereupon become property of the United States, and shall be subject to the same regulations and administration of the Forest Service as other National Forest improvements of a similar nature.

**Prospectus for Campground and related Granger-Thye Concessions, WNF – South Santiam Complex 2010**  
**APPENDIX 16 – Sample Collection Agreement for GT Offset Work**

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- G. This instrument in no way restricts the Forest Service or the Cooperator(s) from participating in similar activities with other public or private agencies, organizations and individuals.
- H. No part of this agreement shall entitle the cooperator to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service including that specified by their permit.
- I. The principal contacts for this instrument are:  

XXX	XXX
USDA Forest Service	<b>Campground Copncessionaire</b>
Willamette N.F.	XXX
XXX	XXX
XXX	XXX
- J. Funds authorized for use by the Forest Service, which are not spent or obligated for projects approved under this Agreement, will be refunded to the Suspense Account for **XXXX** fees or authorized for use for new projects as agreed to by both parties.

Both parties, by the respective duly authorized officials, have executed this Agreement on the last date shown below.

**Campground Concessionaire**

**Willamette National Forest**

By \_\_\_\_\_

By \_\_\_\_\_

President

Acting Forest Supervisor

Date \_\_\_\_\_

Date \_\_\_\_\_

**Attachment B.**

**20XX Granger-Thye Offset Projects Completed by the Forest Service**

	<u><b>Value</b></u>
1. Hand-pump at Southshore Creek Campground	<b>\$ 451.68</b>
2. Boom Logs Tie Down at Detroit Lake	<b>\$2,312.31</b>
3. Re-plumbing the Flush Restrooms at Cove Creek Campground	<b><u>\$1,072.90</u></b>
Total	<b>\$3,836.89</b>

# A Business Plan

Rocky Mountain Region  
of the  
USDA Forest Service



Presented by the  
Colorado Small Business Development Center

**Prospectus for Campground and Related Granger-Thye Concessions, WNF - South Santiam Complex 2010**  
**APPENDIX 17 - Sample Business Plan**

---

---

Name of Company \_\_\_\_\_

Address \_\_\_\_\_

Company Contact \_\_\_\_\_

Phone \_\_\_\_\_

Business Plan in Response to the Prospectus for:

\_\_\_\_\_

on the

\_\_\_\_\_ National Forest

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## **Part I: The Business**

### **Purpose and Goals**

---

As we proceed through our business careers, it is vital that we set goals for the future. Although this is difficult and time consuming, the final reward is worth the effort. As you fill in the following, be as realistic as you can. Answers you develop now will be the basis of your business plan.

*What is your purpose in pursuing this business?*

*Define your business goals for the next year and what you foresee five years from now.*

### **Description of the Business**

---

This section should describe the nature and purpose of the company, background on its industry, and what opportunities you see for its products or services. It provides you with insights that allow you to better correlate the projections and estimates presented in subsequent sections.

*Brief description of the business.*

*Briefly describe your knowledge of this industry.*

*List the products and services you will provide.*

## Legal Structure

---

There are several ways in which your business can be legally organized. To determine the best one for you and your organization, you need to seek competent legal and tax advice. To give you a general frame of reference, the more popular forms and their reasons for use are outlined in Part V, Appendices.

*How is your company legally organized?*

*Why is this legal organization most appropriate for your business?*

*Does your operation require a state registration number? YES \_\_\_\_ NO \_\_\_\_ If "Yes," please include a copy of the registration in the Supporting Documents.*

*Include any appropriate information, including shareholder or partnership agreements, in the Supporting Documents, and complete the following list of owners:*

<b>Name</b>	<b>Address</b>	<b>SSN</b>	<b>% Ownership</b>
-------------	----------------	------------	--------------------

## **Location of Your Business**

---

Describe the planned geographical location of the business and discuss any advantages or disadvantages of the site location in terms of wage rates, labor availability, closeness to customers or suppliers, access to transportation, state and local taxes, laws, and utilities. Describe your approach to overcoming any problems associated with the location.

*Planned geographical location.*

*Discuss advantages or disadvantages of the site location.*

*Describe your approach to overcoming any problems.*



## **Market And Customers**

---

The purpose of this section is to present sufficient facts to convince the evaluator that the product or service has a substantial market and can achieve sales in the face of competition. Discuss who the customers are for the anticipated product or service. Where are the major purchasers for the product or service?

*Describe your anticipated target market (e.g., age, income, hobbies, regional, national, international).*

*Describe the size of the current total market and potential annual growth.*

*Discuss your advertising campaign in terms of how, when, and where you will advertise, and estimated annual cost.*

## Competitive Analysis

---

Each business has (or should have) a uniqueness that separates it from its competitors. Make a realistic assessment of the strengths and weaknesses of competitive products and services, and name the companies that supply them. Compare competing products or services on the basis of image, location, price, advertising, and other pertinent features. Discuss your three or four key competitors and explain why you think that you can capture a share of their business. Discuss what makes you think it will be easy or difficult to compete with them.

*Identify three or four of your key competitors.*

*Discuss their strengths and weaknesses.*

Compare your product or service on key areas. For each area of comparison rank yourself and your selected competitors on a scale of 1 (high) to 5 (low). Remember: no ties.

Area of Comparison	You	Competitors			
		A	B	C	D
Image					
Location					
Price					
Advertising					
Service					
Uniqueness					
Other					

Why do you think you can compete with your competitors and capture a share of the market?

## Management

---

Your management team is the key to turning a good idea into a successful business. The evaluator looks for a committed management team with a proper balance of technical, managerial, and business skills and experience in doing what is proposed. Be sure to include complete résumés for each key management member in the Supporting Documents section.

*List owners and key management personnel and their primary duties. If any key individuals will not be onboard at the start of the venture, indicate when they will join the staff.*

*Discuss any experience when the above people have worked together that indicates how their skills complement each other and result in an effective management team.*

*List the advisors and consultants that you have selected for your venture. Capable, reputable, and well-known supporting organizations can not only provide significant direct and professional assistance, but also can add to the credibility of your venture.*

Accountant \_\_\_\_\_

Attorney \_\_\_\_\_

Banker \_\_\_\_\_

Insurance Broker \_\_\_\_\_

Advertising \_\_\_\_\_

Others \_\_\_\_\_

## **Personnel**

---

One of the key elements in any business is PEOPLE. Explain how you plan to recruit, develop, and maintain your workers. List the number of employees you will have, as well as their job titles and required skills.

*Identify essential employees, their job titles, and required skills.*

*Identify the source and your plan to recruit essential employees.*

*Discuss any training or retraining that you plan for your employees. Also, discuss any necessary first-aid certification or recertification, etc.*



### Start-Up Expenses

---

Start-up expenses are the various costs it takes to open your doors for business. Some of these will be one-time expenditures, whereas others will occur every year.

Item	Cost
Total cost of capital equipment (from page 84)	\$ _____
Beginning inventory of operating supplies	_____
Legal fees	_____
Accounting fees	_____
Other professional fees	_____
Licenses and permits	_____
Remodeling and repair work	_____
Deposits (public utilities, etc.)	_____
Advertising	_____
Insurance	_____
Bonds	_____
Advance permit fees	_____
Other expenses:	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
<b>Total Start-Up Expenses</b>	<b>\$ _____</b>

## Sources and Uses of Financing

---

This section is another critical financial forecast. What will be the sources of your initial financing? The following step of how you will use this financing to buy the assets needed to open your doors for business is equally important, and will be of major interest.

**Note: This section will not be used if you own an existing business, unless you're planning a major refinancing and restructuring of your business.**

On the next page:

- ② Fill in the cash amounts to be invested by the various owners or shareholders.
- ② Fill in the market value of noncash assets to be invested by the various owners or shareholders. Examples include equipment, vehicles, and buildings.
- ② Fill in the bank loans to your business, both short-term (one year or less) and long-term.
- ② Fill in the amounts of loans secured by your personal assets (for example, your home).
- ② Fill in any Small Business Administration loans from any other sources.
- ② Fill in the amounts of cash used to buy various assets in the Uses of Financing section.
- ② Fill in the noncash assets contributed by the owner (use the same amounts listed in Sources of Financing).
- ② Estimate your "working capital" needs. This is an often misused term, since it strictly means "current assets minus current liabilities." However, we use "working capital" here to describe that money which you'll need to pay operating expenses for the first few months of business operation until profits are realized. The number of months working capital depends on the business, but as an absolute minimum you should have three months of expense money in the bank. You should discuss this with your banker, and you may want to consider a pre-approved loan called a "line of credit," from which you draw funds only when you need to have them.  
DON'T SKIP THIS STEP!
- ② Total both sections (Sources and Uses); they should be equal.

**Sources of Financing**

---

Investment of cash by owners	\$
	_____
Investment of cash by shareholders	
	_____
Investment of noncash assets by owners	
	_____
Investment of noncash assets by shareholders	
	_____
Bank loans to business: short term (one year or less)	
	_____
Bank loans to business: long term (more than one year)	
	_____
Bank loans secured by personal assets	
	_____
Small Business Administration loans	
	_____
Other sources of financing (specify)	
_____	_____
_____	_____
<b>Total Sources of Financing</b>	<b>\$</b>
	_____

## Uses of Financing

---

Buildings \$ \_\_\_\_\_

Equipment \_\_\_\_\_

Initial inventory \_\_\_\_\_

Working capital to pay operation expenses \_\_\_\_\_

Noncash assets contributed by owners  
(use same amount as in Sources, above) \_\_\_\_\_

Other assets (specify)

\_\_\_\_\_

\_\_\_\_\_

**Total Uses of Financing** \$ \_\_\_\_\_

---

## Monthly Cash Flow Projection

---

The cash flow projection is the most important financial planning tool available to you. If you were limited to one financial statement, the Cash Flow Projection would be the one to choose.

For a new or growing business, the cash flow projection can make the difference between success and failure. For an ongoing business, it can make the difference between growth and stagnation.

Your Cash Flow Projection will show you:

- ② how much cash your business will need;
- ② when it will be needed;
- ② whether you should look for equity, debt, operating profits, or sale of fixed assets; and
- ② where the cash will come from.

The cash flow projection attempts to budget the cash needs of a business and shows how cash will flow in and out of the business over a stated period of time. Cash flows into the business from sales, collection of receivables, capital injections, etc., and flows out through cash payments for expenses of all kinds.

A cash flow deals only with actual cash transactions. Depreciation, a noncash expense, does not appear on a cash flow. Loan repayments (including interest), on the other hand, do, since they represent a cash disbursement.

After it has been developed, use your cash flow projection as a budget. If the cash outlays for a given item increase over the amount allotted for a given month, you should find out why and take corrective action as soon as possible. If the figure is lower, you should also find out why. If the cash outlay is lower than expected, it is not necessarily a good sign. Maybe a bill wasn't paid. By reviewing the movement of your cash position you can better control your business.

Use the Cash Flow Projection chart on the next page to make sure you don't omit any ordinary cash flow item. But be sure to add any items that are peculiar to your business.

The level of detail you wish to provide is another judgement call. You may want to provide much more detail than is shown in these examples. You might benefit from breaking down your total cash flow into a series of cash flows, each representing one profit center or other business unit. This can be particularly helpful if you have more than one source of revenue. The accumulated information gained by several projections can be very valuable.

**Cash Flow Projection (or Cash Flow Budget) by Month: Year One**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	TOTAL
2	Cash Receipts													
3	Sales Receivables													
4	Wholesale													
5	Retail													
6	Other Services													
7	<b>Total Cash Receipts</b>													
8	Cash Disbursements													
9	Cost of Goods													
10	Variable Labor													
11	Advertising													
12	Insurance													
13	Legal and Accounting													
14	Delivery Expenses													
15	Fixed Cash Disbursements*													
16	Mortgages (Rent)													
17	Term Loan													
18	Line of Credit													
19	Other													
20	<b>Total Cash Disbursements</b>													
21														
22	<b>Net Cash Flow</b>													
23														
24	<b>Cumulative Cash Flow</b>													
25														
26	*Fixed Cash Disbursements													
27	Utilities													
28	Salaries													
29	Payroll Taxes and Benefits													
30	Office Supplies													
31	Maintenance and Cleaning													
32	Licenses													
33	Boxes, Paper, etc.													
34	Telephone													
35	Miscellaneous													
36	Total FCD/Year													
37	FCD/Month													
38														
39	Cash on Hand													
40	Opening Balance													
41	+ Cash Receipts													
42	- Cash Disbursements													
43	<b>Total = New Balance</b>													

### Start-Up Balance Sheet

---

Balance sheets are designed to show how the assets, liabilities, and net worth of a company are distributed at a given point in time. The format is standardized to facilitate analysis and comparison; do not deviate from it.

Balance sheets for all companies, great and small, contain the same categories, arranged in the same order. The difference is one of detail. Your balance sheet should be designed with your business information needs in mind. These will differ according to the kind of business you are in, the size of your business, and the amount of information your bookkeeping and accounting systems make available.

A sample balance sheet follows.

**Name of the Business**  
**Date (month, day, year)**  
**Balance Sheet**

**Assets**

Current Assets		\$ _____
Fixed Assets	\$ _____	
Less Accumulated Depreciation	\$ _____	
Net Fixed Assets		\$ _____
Other Assets		\$ _____
<b>Total Assets</b>		<b>\$ _____</b>

Footnotes:

**Liabilities**

Current Liabilities		\$ _____
Long-Term Liabilities		\$ _____
<b>Total Liabilities</b>		<b>\$ _____</b>

**Net Worth or Owner's Equity**

(Total assets minus total liabilities)		\$ _____
<b>Total Liabilities and Net Worth</b>		<b>\$ _____</b>

Footnotes:

---

## Start-Up Income Statement Projection

---

Income Statements, also called Profit and Loss Statements, complement balance sheets. The balance sheet gives a static picture of the company at a given point in time. The income statement provides a moving picture of the company during a particular period of time.

Income projections are forecasting and budgeting tools, estimating income and anticipating expenses in the near to middle-range future. For most businesses (and for most bankers), income projections covering one to three years are more than adequate. In some cases, a longer-range projection may be called for, but in general, the longer the projection, the less accurate it will be as a guide to action.

While no set of projections will be 100% accurate, experience and practice tend to make the projections more precise. Even if your income projections are not accurate, they will give you a rough set of benchmarks to test your progress toward short-term goals. They become the base of your budgets.

The reasoning behind income projection is: Since most expenses are predictable and income doesn't fluctuate too drastically, the future will be much like the past. For example, if your gross margin has historically been 30% of net sales, it will (barring strong evidence to the contrary) continue to be 30% of net sales. If you are in a start-up situation, look for financial-statement information and income ratios for businesses similar to yours. The Robert Morris Associates' *Annual Statement Studies* and trade association publications are two possible sources.

Try to understate your expected sales and overstate expenses. It is better to exceed a conservative budget than to fall below optimistic projections. However, being too far under can also create problems, such as not having enough capital to finance growth. Basing income projections on hopes or unjustified fears is hazardous to your business's health. Be realistic; your budget is an extension of your forecasts.

A suggested format for an income projection follows on the next page. The content as shown in the sample may have to be modified to fit your particular operation, but do not change the basic form.

Prospectus for Campground and Related Granger-Thye Concessions, WNF - South Santiam Complex 2010  
**APPENDIX 17 - Sample Business Plan**

**Income Projection by Month: Year One**

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1		Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	TOTAL
2														
3	Sales													
4	Wholesale													
5	Retail													
6	<b>Total Sales:</b>													
7														
8	Cost of Materials													
9	Variable Labor													
10	Cost of Goods Sold													
11														
12	<b>Gross Margin</b>													
13														
14	Operating Expenses													
15	Utilities													
16	Salaries													
17	Payroll Taxes and Benefits													
18	Advertising													
19	Office Supplies													
20	Insurance													
21	Maintenance and Cleaning													
22	Legal and Accounting													
23	Delivery Expenses													
24	Licenses													
25	Boxes, Paper, etc.													
26	Telephone													
27	Depreciation													
28	Miscellaneous													
29	Rent													
30	<b>Total Operating Expenses:</b>													
31														
32	Other Expenses													
33	Interest (Mortgage)													
34	Interest (Term Loan)													
35	Interest (Line of Credit)													
36	<b>Total Other Expenses:</b>													
37	<b>Total Expenses:</b>													
38														
39	<b>Net Profit (Loss) Pre-Tax</b>													

---

---

<b>Part III: Historical Financial Reports for Existing Business</b>
---

- \_\_\_\_ Balance sheet (past three years)
- \_\_\_\_ Income statement (past three years)
- \_\_\_\_ Tax returns (past three years)
- \_\_\_\_ Current credit report from major credit bureau

<b>Part IV: Supporting Documents</b>
--------------------------------------

- \_\_\_\_ Personal résumés of business owners, officers, and partners
- \_\_\_\_ Personal financial statements of business owners, officers, and partners
- \_\_\_\_ Bank or investor letters of intent to finance project
- \_\_\_\_ Copies of business leases pertinent to this business
- \_\_\_\_ Copies of all pertinent existing permits or licenses applicable to this business

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## Part V: Appendices

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### Legal Organization

---

There are several ways in which your business can be legally organized. To determine the best one for you and your organization, you need to seek competent legal and tax advice. To give you a general frame of reference, the more popular forms and their reasons are outlined below. Business Start-Up Kits and information on registration, licensing, and permit requirements can be obtained in Colorado by calling the Business Assistance Center Hotline: 592-5920 in Denver, or (800) 333-7798 outside the Denver area.

### Sole Proprietorship

---

A sole proprietorship is a business owned by one person. This form of business is regulated by the state only in that some states (including Colorado) require you to register your trade name to do business as a sole proprietor. You do not have to register with the state if you are operating your business under your own full legal name. (Note: You must be licensed where required, and pay all appropriate taxes. You should also plan to maintain a separate checking account for your business, even if using your own Social Security number).

#### Advantages

- ② Simple to start.
- ② Easy to dissolve.
- ② Owner makes all management decisions.
- ② Pay only personal income tax; business entity not taxed separately.

#### Disadvantages

- ② Unlimited liability (owner legally liable for all debts, claims and judgments).
- ② Difficulty in raising additional funds.
- ② No one to share the management burden.
- ② Impermanence (company can't be sold or passed on; however, you may sell or pass on assets of the company).

### General Partnership

---

A partnership is an association of two or more persons to carry on as co-owners of a business for profit. Some states require that you register your name if it is a trade name (not your full legal name). You must file state and Federal "information returns," but business income and losses flow through to the partners' personal taxes. The business pays no separate income taxes. Partners may share the profits of the business (and the losses) on an equal basis, or may pro rate the proceeds as set forth in a Partnership Agreement. Whichever way you determine to share in the business, you need to have a written Partnership Agreement outlining the ownership, responsibilities, and eventualities of dissolution or liquidation for the business.

#### Advantages

- ② Simple to start.
- ② Fairly easy to dissolve.
- ② Additional sources of capital from partners.
- ② Broader management base.
- ② More opportunity for each partner to specialize.
- ② Tax advantages: no separate income tax.
- ② Limited outside regulation, compared to a corporation.

### **Disadvantages**

- ② Unlimited financial liability for all general partners (some partners' personal debts can even be charged to the business).
- ② Difficulty if raising outside capital.
- ② Divided authority.
- ② Continuity problems (business dies when any partner leaves or dies, unless succession has previously been spelled out in a Partnership Agreement. Partnership terminates in the event of a personal bankruptcy on the part of any partner).
- ② Difficult to find suitable (compatible) partners.
- ② One partner may be responsible for the actions of another partner, regardless of whether that partner had prior approval.

### **Corporation**

---

There are two types of corporations generally recognized today: a regular "C" corporation, organized under the laws of the state in which you do business; and an "S" Corporation, so designated by the IRS and not necessarily recognized by your state.

A corporation is a business entity separate and distinct from its owner(s) or shareholder(s). You must file incorporation papers with the state of your choice. The corporation must file annual reports with the Secretary of State, and may have to file separate quarterly income tax returns. The corporation exists forever, can be bought and sold, and is regulated by the state. In Colorado, information about forming a corporation can be obtained from the Secretary of State's Office, 1560 Broadway, Denver; (303) 894-2251, or from the Business Assistance Center.

### **"C" Corporation Advantages**

- ② Limited liability (as long as you *act* like a corporation-which means having a separate checking account and phone number, paying interest on any borrowed money, keeping up a corporate record book, filing annual reports, meeting with your Board of Directors at least annually, etc.).
- ② Easier to bring in additional capital.
- ② Ownership is transferable.
- ② Company has continuous, perpetual existence.
- ② Possible tax advantages (seek adequate advice from a tax professional).
- ② Gives you more sense of permanence, thus more "weight," in the business world.

#### **``C" Corporation Disadvantages**

- ② More expensive to organize.
- ② Highly regulated.
- ② Extensive record-keeping requirements.
- ② Double taxation (corporation pays its own income taxes; if you pay yourself a salary or a dividend, you also pay personal income taxes).
- ② Shareholders/Board of Directors may counter your management decisions.

#### **``S" Corporation Advantages**

- ② Filing a Subchapter Selection with the Internal Revenue Service allows you to be taxed on your corporate profits through your personal tax return.
- ② You still maintain the limited liability of a corporation.
- ② If you have additional personal income against which to deduct company losses, or if your personal tax rate is lower than the corporate tax rate, this form may be advantageous for you. Again, please seek professional tax advice to make this determination.

#### **``S" Corporation Disadvantages**

- ② There are some restrictions on S Corporations, mainly in how you can sell your shares. You can have a maximum of 35 shareholders, all of whom must be U.S. citizens, and be individuals (not corporations).
- ② You must request permission from the IRS to be an S Corporation, and generally, must maintain the calendar year as your fiscal year.

We suggest that, if you intend to be an ``S" Corporation, you do so at the inception of your incorporation to meet IRS deadlines, and to be able to pass all losses on to the shareholders.

#### **Limited Partnership**

---

In a Limited Partnership, there are two kinds of partners: general partners, who carry full liability; and limited partners, who carry limited liability. Limited partners must make known, through filing with the Secretary of state, that they indeed are limited partners, and they may not participate in the day-to-day management of the business. Again, as in the "S" Corporation, profits from Limited Partnerships are taxed through each partner's personal tax return. Limited partnerships are popular in industries where a great deal of "up-front" money is needed for projects that are expected to produce a high return, such as in real estate, energy, movie production, and sports teams.

### **Limited Liability Company (LLC)**

---

While wearing the corporate form, essentially, an LLC is similar to a Limited Partnership, except the general partner also carries limited liability. Profits are taxed through individual owners' personal tax returns. The advantage of this form over an "S" Corporation is that other corporations may be owners, and the Limited Liability Company may also hold 100% ownership in subsidiary companies. If you are a small corporation, but have interest from institutional or corporate investors, this form of organization may hold distinct advantages for you.

Be aware, however, that the LLC is a relatively new business form. Legal precedents have not yet been set to outline clearly all the legal and tax ramifications of this form of organization. If interested in becoming an LLC, you are strongly urged to seek competent, professional legal and tax advice.

## Available Business Resources

---

The following offices are available as resources to those interested in responding to a prospectus that offers an opportunity to supply a recreation activity to the Forest visitor.

### **USDA FOREST SERVICE PACIFIC NORTHWEST REGION**

333 SW 1st Avenue  
P.O. Box 3623  
Portland, OR 97208  
ATTN: Mike Heilman  
505-808-2442

### **COLUMBIA RIVER GORGE NATIONAL SCENIC AREA**

902 Wasco Ave. Suite 200  
Hood River, OR 97031  
(541) 386-2333

### **HELLS CANYON NATIONAL RECREATION AREA**

Box 832  
Riggins, ID 83549  
(208)628-3916

### **COLVILLE NATIONAL FOREST**

Supervisor's Office  
765 S. Main  
Colville, WA 99114  
Phone (509) 684-7000

### **DESCHUTES NATIONAL FOREST**

Supervisor's Office  
1645 Hwy. 20 East  
Bend, OR 97701  
Phone (541) 388-2715

### **FREMONT NATIONAL FOREST**

Supervisor's Office  
524 North G Street  
Lakeview, OR 97630  
Phone (541) 947-2151

### **GIFFORD PINCHOT NATIONAL FOREST**

Forest Headquarters  
10600 N.E. 51st Circle  
Vancouver, WA 98682  
Phone (360) 891-5000

### **MALHEUR NATIONAL FOREST**

Supervisor's Office  
P.O. Box 909  
John Day, OR 97845  
Phone (541) 575-3000

### **MT. BAKER-SNOQUALMIE NATIONAL FOREST**

Supervisor's Office  
21905 64th Ave. W.  
Mountlake Terrace, WA 98043  
Phone (206) 775-9702

### **MOUNT HOOD NATIONAL FOREST**

Supervisor's Office  
16400 Champion Way  
Sandy, OR 97055  
Phone (503) 668-1700

### **OCHOCO NATIONAL FOREST**

Supervisor's Office  
3160 N.E. 3rd St., PO Box 490  
Prineville, OR 97754-0490  
(541) 416-6500

### **OKANOGAN NATIONAL FOREST**

Supervisor's Office  
1240 South Second Ave.  
Okanogan, WA 98840-9723  
(509) 826-3275

### **OLYMPIC NATIONAL FOREST**

Supervisor's Office  
1835 Black Lake Blvd. SW  
Olympia, WA 98512-5623  
(360) 956-2300

### **ROGUE RIVER NATIONAL FOREST**

Supervisor's Office  
333 West 8th Street, P.O. Box 520  
Medford, OR 97501  
(541) 858-2200

**SISKIYOU NATIONAL FOREST**

Supervisor's Office  
200 N.E. Greenfield Rd., P.O. Box 440  
Grants Pass, OR 97526  
(541) 471-6500

**SIUSLAW NATIONAL FOREST**

Supervisor's Office  
4077 Research Way, P.O. Box 1148 (97339)  
Corvallis, Or 97333  
(541) 750-7000

**UMATILLA NATIONAL FOREST**

Supervisor's Office  
2517 S.W. Hailey Ave.  
Pendleton, OR 97801  
(541) 278-3716

**UMPQUA NATIONAL FOREST**

Supervisor's Office  
P.O. Box 1008, 2900 Stewart Parkway  
Roseburg, OR 97470  
(541) 672-6601

**WALLOWA-WHITMAN NATIONAL FOREST**

Supervisor's Office  
1550 Dewey Ave., P.O. Box 907  
Baker City, OR 97814  
(541) 523-6391

**WENATCHEE NATIONAL FOREST**

Supervisor's Office  
215 Melody Lane  
Wenatchee, WA 98801-5933  
(509) 662-4335

**WILLAMETTE NATIONAL FOREST**

Supervisor's Office  
3106 Pierce Parkway, Suite D  
Springfield, OR 97477  
(541) 465-6521

**WINEMA NATIONAL FOREST**

Supervisor's Office  
2819 Dahlia Street  
Klamath Falls, OR 97601  
(541) 883-6714

## Small Business Development Centers (SBDC)

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The U.S Small Business Administration (SBA) administers the Small Business Development Center Program to provide management assistance to current and prospective small business owners. SBDCs offer one-stop assistance to small businesses by providing a wide variety of information and guidance in central and easily accessible branch locations. The program is a cooperative effort of the private sector, the educational community and federal, state and local governments. It enhances economic development by providing small businesses with management and technical assistance.

The SBDC Program is designed to deliver up-to-date counseling, training and technical assistance in all aspects of small business management. SBDC services include, but are not limited to, assisting small businesses with financial, marketing, production, organization, engineering and technical problems and feasibility studies. Special SBDC programs and economic development activities include international trade assistance, technical assistance, procurement assistance, venture capital formation and rural development.

The SBDCs also make special efforts to reach minority members of socially and economically disadvantaged groups, veterans, women and the disabled. Assistance is provided to both current or potential small business owners. They also provide assistance to small businesses applying for Small Business Innovation and Research (SBIR) grants from federal agencies.

Assistance from an SBDC is available to anyone interested in beginning a small business for the first time or improving or expanding an existing small business, who cannot afford the services of a private consultant.

### Local SBDCs

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Note: This listing is limited to SBDC offices located near the Portland/Vancouver area. For a complete listing of SBDC offices near you, visit the SBDC website at <http://www.sba.gov/sbdc/>.

\* Lead Small Business Development Center

**Oregon SBDC Network Office**  
**LANE COMMUNITY COLLEGE\***  
Dr. Edward "Sandy" Cutler, State Director  
44 West Broadway, Suite 501  
Eugene, OR 97401-3021  
(541) 726-2250 FAX: (541) 345-6006  
[cutlers@lanecc.edu](mailto:cutlers@lanecc.edu)

**Washington State SBDC**  
**WASHINGTON STATE UNIVERSITY\***  
Ms. Carolyn Clark, State Director  
College of Business and Economics  
501 Johnson Tower  
Pullman, WA 99164-4851  
(509) 335-1576 FAX: (509) 335-0949  
email: [clrk@wsu.edu](mailto:clrk@wsu.edu)

**Centralia College**  
Small Business Development Center  
Mr. Don Hays, BDS  
600 West Locust Street  
Centralia, WA 98036  
(360) 736-9391 FAX: (360) 753-3404

**Chemeketa Community College**  
Small Business Development Center  
Ms. Jimmie Wilkins, Director  
365 Ferry Street SE  
Salem, OR 97301  
(503) 399-5088 FAX: (503) 581-6017  
[jimmiew@chemeketa.edu](mailto:jimmiew@chemeketa.edu)

**Clackamas Community College**

Small Business Development Center  
Mr. Tim Shea, Director  
7736 SE Harmony Road  
Milwaukie, OR 97222  
(503) 656-4447 FAX: (503) 650-7358  
[tshea@clackamas.cc.or.us](mailto:tshea@clackamas.cc.or.us)

**Columbia Gorge Community College**

Small Business Development Center  
Mr. Bob Cole, Director  
400 E. Scenic Drive, Suite 257  
The Dalles, OR 97058  
(541) 298-3118 FAX: (541) 298-3119  
[bcole@cgcc.cc.or.us](mailto:bcole@cgcc.cc.or.us)

**Lane Community College**

Small Business Development Center  
Ms. Jane Scheidecker, Director  
1059 Willamette Street  
Eugene, OR 97401  
(541) 726-2255 FAX: (541) 744-3991  
[scheideckerj@lanec.edu](mailto:scheideckerj@lanec.edu)

**Linn-Benton Community College**

Small Business Development Center  
Mr. Dennis Sargent, Director  
6500 SW Pacific Boulevard  
Albany, OR 97321  
(541) 917-4923 FAX: (541) 917-4831  
[Sargend@Peak.org](mailto:Sargend@Peak.org)

**Mount Hood Community College**

Small Business Development Center  
Mr. Don King, Director  
323 NE Roberts Street  
Gresham, OR 97030  
(503) 491-7658 FAX: (503) 666-1140  
[bizinfo@teleport.com](mailto:bizinfo@teleport.com)

**Portland Community College**

Small Business Development Center  
Mr. Tom Lowles, Director  
2701 NW Vaughn Street, Suite 730  
Portland, OR 97210  
(503) 978-5080 FAX: (503) 222-2570  
[pccsbdc@teleport.com](mailto:pccsbdc@teleport.com)

**Washington State University**

Small Business Development Center  
Janet A. Harte, Director  
200 SE Park Plaza Drive, Suite 1005  
Vancouver, WA 98684  
(360) 260-6372 FAX (360) 260-6369  
[harte@vancouver.wsu.edu](mailto:harte@vancouver.wsu.edu)

**Central Oregon Community College**

Business Development Center  
2600 NW College Way  
Boyle Education Center Building  
Bend, OR 97701  
(541) 383-7290 FAX: (541) 318-3751



<b>PART A. BALANCE SHEET</b>			
<b>YEAR ENDED</b>	<b>CURRENT YEAR (MM/DD/YYYY)</b>	<b>PAST YEAR (MM/DD/YYYY)</b>	<b>THIRD YEAR (MM/DD/YYYY)</b>
<b>ASSETS</b>			
CURRENT ASSETS:			
CASH			
RECEIVABLES-TRADE			
LESS ALLOWANCES FOR DOUBTFUL ACCOUNTS	< >	< >	< >
INVENTORIES (LIST MAJOR CATEGORIES):			
SUPPLIES AND MISCELLANEOUS			
MARKETABLE SECURITIES			
PREPAID EXPENSES			
SUPPLIES INVENTORY			
OTHER CURRENT ASSETS:			
TOTAL CURRENT ASSETS			
FIXED ASSETS:			
LAND			
BUILDINGS			
MACHINERY AND EQUIPMENT			
PLANT			
LEASEHOLD IMPROVEMENTS			
OTHER			
LESS ALLOWANCE FOR DEPRECIATION	< >	< >	< >
BOOK VALUE-FIXED ASSETS			
OTHER ASSETS:			
DEPOSITS-CASH			
DEPOSITS-SECURITIES			
TOTAL-OTHER ASSETS			
<b>TOTAL ASSETS</b>			

<b>LIABILITIES AND OWNER EQUITY</b>	<b>CURRENT YEAR</b>	<b>PAST YEAR</b>	<b>THIRD YEAR</b>
<b>CURRENT LIABILITIES:</b>			
ACCOUNTS PAYABLE-TRADE			
ACCRUED PAYROLL			
ACCRUED PAYROLL TAXES AND INSURANCE			
NOTES PAYABLE			
INCOME TAXES-CURRENT			
OTHER TAXES			
CURRENT PORTION OF LONG-TERM DEBT			
OTHER CURRENT LIABILITIES (SPECIFY):			
TOTAL CURRENT LIABILITIES			
<b>OTHER LIABILITIES:</b>			
DEFERRED INCOME TAXES			
LOANS FROM OFFICERS/PARTNERS			
LONG-TERM OBLIGATIONS-LESS CURRENT AMOUNT			
TOTAL OTHER LIABILITIES			
<b>TOTAL LIABILITIES</b>			
<b>OWNER EQUITY:</b>			
CAPITAL STOCK OUTSTANDING			
RETAINED EARNINGS (DEFICIT)			
PARTNERS' INVESTMENT (DEFICIT)			
TOTAL OWNER EQUITY			
<b>TOTAL LIABILITIES AND OWNER EQUITY</b>			

<b>PART B. SUPPLEMENTAL DATA</b>			
THIS STATEMENT IS ON THE-CASH BASIS _____ ACCRUAL BASIS _____			
INVENTORIES ARE-LIFO _____ FIFO _____ COST OR MARKET WHICHEVER IS LOWER _____			
NAMES OF CONTRACTORS OR SUB-CONTRACTORS USED (IF ANY):			
<b>PART C. INCOME STATEMENT</b>			
	<b>CURRENT YEAR</b>	<b>PAST YEAR</b>	<b>THIRD YEAR</b>
GROSS SALES			
LESS-RETURNS AND ALLOWANCES	< >	< >	< >
NET SALES			
LESS-COST OF GOODS SOLD	< >	< >	< >
GROSS PROFIT ON SALES			
LESS-SELLING EXPENSE	< >	< >	< >
NET PROFIT (LOSS) ON SALES			
GENERAL EXPENSE:			
OFFICERS SALERIES			
LEGAL AND OTHER PROFESSIONAL EXPENSE			
OFFICE EXPENSE			
TOTAL GENERAL EXPENSE			
NET OPERATING PROFIT (LOSS)			
ADD-OTHER INCOME			
LESS-INTEREST EXPENSE			
INCOME TAXES	< >	< >	< >
OTHER EXPENSE	< >	< >	< >
NET AMOUNT OF OTHER INCOME AND EXPENSE	< >	< >	< >
NET PROFIT (LOSS) FOR YEAR			
NOTE: Offers must set forth full, accurate, and complete information as required in this Financial Statement (including any attachments). The penalty for making false statements in this Financial Statement is prescribed in 18 U.S.C. 1001.			

**PART D (1): CERTIFICATION FOR CORPORATIONS OR PARTNERSHIPS**

**We, the undersigned, general officers (or members) of**  
*(insert name of corporation or partnership)* **being severally sworn, each declares that the above or attached**  
**financial statements are true and correct, and that it covers all of the financial affairs of said company (or) firm up**  
**to and including the date of** *(Month day, year)*

CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
CERTIFYING OFFICIAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
SWORN TO AND SUBSCRIBED before me this _____ day of _____ <i>(Month/Year)</i>		<i>(Affix Notary Seal)</i>
SIGNATURE	TITLE	

**PART D (2). CERTIFICATION FOR INDIVIDUALS**

**I swear (or affirm) that the above or attached financial statements are true and correct to the best of my knowledge.**

INDIVIDUAL'S NAME AND TITLE	SIGNATURE (Sign in ink)	DATE
SWORN TO AND SUBSCRIBED before me this _____ day of _____ <i>(Month/Year)</i>		<i>(Affix Notary Seal)</i>
SIGNATURE	TITLE	

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 8 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotope, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

**US DEPARTMENT OF AGRICULTURE, FOREST SERVICE**  
**REQUEST FOR VERIFICATION**  
 (Reference FSH 6509.18)

FS-6500-25 (03/06)  
 OMB No. 0596-0082

Instructions: Applicant - Complete items 1 thru 5. Forward directly to bank or lending institution.  
 Lender - Please complete Items 6 thru 15. Return directly to National Forest, ATTN:  
 National Forest, ATTN:

**PART I - REQUEST**

1. TO: Name and Address of Bank or other Lending institutions

2. FROM: (Name and Address of Applicant)

**3. STATEMENT OF APPLICANT**

TYPE OF ACCOUNT	ACCOUNT NUMBER	CURRENT BALANCE
CHECKING ACCOUNT		
SAVINGS ACCOUNT		
OTHER		

I have applied for a timber sale contract or concessionaire permit (please cross one out) with the National Forest and state that my balance with the bank or lending institution named in Item 1 are as shown in Item 3. My signature below authorizes verification of the information. Your response is solely a matter of courtesy for which no responsibility is attached to your institution or any of your officers.

4. Signature of Applicant

5. Date / /

**PART II - VERIFICATION**

6. Does applicant have any outstanding loans?  
 Yes  No If yes, fill Item 7.

10. Is the account less than 2 months old?  
 Yes  No If Yes, fill in Item 11.

TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	11. Date account was opened:
Secured			12. Payment Experience: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable If unfavorable, please explain in remarks.
Unsecured			
8. Is applicant's statement in Item 3 correct? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, fill Item 9.			
9. CURRENT BALANCES			
CHECKING		SAVINGS	

13. REMARKS:

THE INFORMATION ON THIS FORM IS CONFIDENTIAL. IT IS TO BE TRANSMITTED DIRECTLY, WITHOUT PASSING THOROUGH THE HANDS OF THE APPLICANT OR ANY OTHER PARTY.

14. Signature of bank or lending official.

15. Date / /

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0082. The time required to complete this information collection is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, gender, religion, age, disability, political beliefs, sexual orientation, and marital or family status. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (800) 975-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider and employer.

The Privacy Act of 1974 (5 U.S.C. 552a) and the Freedom of Information Act (5 U.S.C. 552) govern the confidentiality to be provided for information received by the Forest Service.

# Meaningful Measures for Quality Recreation Management

## RECREATION SITES

### National Quality Standards

February 5, 2002

**National quality standards** define the corporate level of quality the Forest Service expects to provide the public at full service (Forest Plan) levels. These standards form the baseline for estimating the total cost of providing the quality opportunities visitors and customer's desire.

**Recreation program components with National Quality Standards include:** Developed Sites, Trails, General Forest Areas, Interpretive Services and Recreation Special Use Permit Administration. National Quality Standards for these components have been established for the Key Measures: Health and Cleanliness, Safety and Security, Condition of Facilities, Responsiveness, Resource Setting, and Permit Administration & Monitoring, Interpretive Product Development & Revision, Interpretive Product Delivery and Exhibit & Audio-Visual Systems Condition.

**Critical National Standards** are identified with an asterisk (\*). If not met, the resulting conditions pose a high probability of immediate or permanent loss to people or property. If they cannot be met, due to budget or other constraints, immediate action must be taken to correct or mitigate the problem. Immediate action may include closing to public use the site, trail, area, permit, or portions of the affected site, trail or area. If conditions, facilities, or services addressed by "non-critical" standards decline to the point where the health or safety of the visitor is threatened, then mitigating actions must be taken.

**Key Measure: HEALTH AND CLEANLINESS**

1. \*Visitors are not exposed to human waste
2. \*Water, wastewater, and sewage treatment systems meet federal, state and local water quality regulations.
3. Garbage does not exceed the capacity of garbage containers.
4. Individual units and common areas are free of litter including domestic animal waste.
5. Facilities are free of graffiti.
6. Restrooms and garbage locations are free of objectionable odor
7. Constructed features are clean.

**Key Measure: RESOURCE SETTING**

1. \*Effects from recreation use do not conflict with environmental laws (such as ESA, NHPA, Clean Water, TES, etc)
2. Recreation opportunities, site development, and site management are consistent with Recreation management system (ROS, SMS, BBM) objectives, development scale, and the Forest land management plan.
3. Landscape character at the developed recreation site is consistent with the Forest scenic integrity objectives.
4. Visitors and vehicles do not exceed site capacity.

**Key Measure: SAFETY & SECURITY**

1. \*High-risk conditions do not exist in developed recreation sites.
2. \*Utility inspections meet federal, state, and local requirements.
3. Laws, regulations and special orders are enforced.
4. Visitors are provided a sense of security

**Key Measure: RESPONSIVENESS**

1. \*When signed as accessible, constructed features meet current accessibility guidelines.
2. Visitors feel welcome.
3. Information boards are posted in a user-friendly and professional manner.
4. Visitors are provided opportunities to communicate satisfactions (needs, expectations).
5. Visitor information facilities are staffed appropriately during seasons of use and current information is available.
6. Recreation site information is accurate and available from a variety of sources and outlets.

**Key Measure: CONDITION OF FACILITIES**

1. Constructed features are serviceable and in good repair throughout the designed service life
2. Constructed features in disrepair due to lack of scheduled maintenance, or in non-compliance with safety codes (e.g. life safety, OSHA, environmental, etc.) or other regulatory requirements (ABA/ADA, etc.), or beyond the designed service life, are repaired, rehabilitated, replaced, or decommissioned.
3. New, altered, or expanded constructed features meet Forest Service design standards and are consistent with an approved site development plan, including an accessibility transition plan.

## **A. Water Systems**

### **Regulations**

Holder shall operate water systems in accordance with Oregon Department of Human Services, Drinking Water Program and Forest Service regulations. Each host at a campground with a drinking water system will be required to have a copy of these regulations. Copies of the State regulations may be obtained at:

Oregon Department of Human Services  
Drinking Water Division  
PO Box 14550Portland,OR 97293-0450  
<http://oregon.gov/DHS/ph/dwp/rules.shtml>

Copies of Forest Service regulations will be provided by the permit administrator.

### **General Operations**

#### **Forest Service:**

The Forest Service will provide water system logs, keys, valve wrenches and the like at the beginning of the season.

Forest Service will provide technical advice and assistance when operation and maintenance problems arise.

The Forest Service will monitor Holder for compliance with routine water testing requirements.

#### **Holder:**

At the end of each season, return to the Forest Service all system logs, keys, valve wrenches, and the like.

#### **Maintenance Standards for Water Fountains/Hydrants**

- 1) All units and faucets drip free and operating properly,
- 2) Catch basins free of food particles, soap, grease, debris and standing water,
- 3) Painted surfaces clean.
- 4) Any damaged or stolen spigots will be replaced with the same model of spigot that currently exist
- 5) Spigot posts will not be painted, but will be kept clean of moss and algae

#### **General Standards**

Faucets and drains will be cleaned and maintained as needed. Drain areas at faucets and well pumps should adequately drain. Dig out and replace gravel as needed. Also dig out and replace gravel in gray water sumps as needed. Disposal sites for contaminated gravel to be approved by the Forest Service.

### Bacteriological Testing

At the beginning of the season the Holder is required to properly flush the water system, exercise all valves, close drains, install faucets if required, properly disinfect the system and take a “Pre-Season, Special” water test. The test shall be analyzed by a State approved laboratory. If the water test meets the requirements then the Holder may open the water system for public use. The Holder is required to take monthly “Routine” water tests for coliform each month the system is open including the first month and have them analyzed by a State approved laboratory. If the “Pre-Season Special” water test is taken the same month the system is opened the Holder is still required to take a monthly “Routine” test for the month as well.

If the “Pre-Season Special” test is unsatisfactory a condition survey should be conducted on the system, the system should be disinfected again and another “Special” Coliform test taken. The Forest Service should be notified. In the event of an unsatisfactory monthly “Routine” sample, the Holder shall take four (4) “Repeat” tests within 24 hours of being notified of the bad sample. Samples shall be taken according to the current Coliform Water Sampling Plan for the site. The Holder shall notify the Permit Administrator or the Forest's Environmental Engineer upon notification of a bad sample. Proper notices shall be posted and mailed to the State and Forest Service as required by State and Federal regulations.

When a monthly “Routine” Coliform test is unsatisfactory the Holder is required to take five (5) “Routine” tests the following month as followup. The regular monthly “Routine” test is included as part of these five tests. The five tests should be spread out over the entire month not taken all on the same day.

When “Repeat” tests samples are unsatisfactory the system is in “Violation” with State and Forest Service standards. A condition survey of the system should be performed. Take corrective actions as needed. The Holder shall take daily “Special” samples until two consecutive samples come back satisfactory. If three “Special” samples come back unsatisfactory the system shall be closed until the problem is contained and corrected. The Forest Service shall be notified throughout this process.

If the “Repeat” test samples are unsatisfactory and are positive for Fecal Coliform or if the “Routine” test was positive for Fecal Coliform and the “Repeat” tests are unsatisfactory then the Holder shall immediately close the system, notify the Forest Service and perform a condition survey on the water system. Once corrective actions are taken and two consecutive daily “Special” samples are satisfactory, the system may be reopened.

**The Holder shall send a copy of all test results to the Permit Administrator.**

### Nitrate Testing

The Holder shall arrange for a State approved laboratory to analyze water for nitrates annually. The FS will receive one copy of the results. The Holder should plan to take the annual Nitrate test in the first part of the season.

### Coliform Sampling Plan

The Forest Service will provide a copy of the current Coliform Sampling Plan for each site. The Holder shall ensure that all monthly and any follow-up testing that is required will be taken as outlined in the Sampling Plan.

### Monetary Responsibilities

The Holder assumes all monetary responsibilities for bacteriological and nitrate sampling and testing as well as expenses related to posting notices and mailing copies of notices to the State and Forest Service.

### Backup Water Sampler

The Holder will designate a primary and backup sampler by name in writing. Both shall become “S” Certified Operators by the State which requires the attendance at State sponsored training for Small Water System Operators and the appropriate paperwork for certification.

### System Start-Up, Draining and Winterizing

The Holder shall notify the local DHS representative in writing when a water system is shutting down for the season. The Holder shall drain and winterize water systems in campgrounds that have been closed during the winter season. This will include taking the water out of the toilets and other restroom fixtures so freezing temperatures do not break the fixtures. Where heaters are provided in pump houses, they should remain active and functioning to prevent freezing of the fixtures in the pump house. Where chlorine solution tanks are present, those need to be emptied for the winter to prevent the tank from breaking. Forest Service personnel will assist in this operation in the first year of the Authorization. In subsequent years it will be the Holder's responsibility, with only consulting help from the FS.

Holder shall install and remove hydrant faucets at the beginning and ending of each season.

Holder shall install and remove pump handles at the beginning and ending of the season on hand pump systems.

### Maintenance

Holder shall perform maintenance to water systems, such as replacing leaking or damaged faucets, repacking pump shafts, replacing broken space heaters in pump houses, replacing lost valve wrenches, repairing hand pumps and hand pump components and maintaining pump houses in clean, sanitary, and orderly condition.

Generally, the Holder will furnish all materials, labor, and equipment to maintain the water system within the campground Authorization boundary with the exception of repair and replacement listed under Forest Service responsibilities.

The Holder shall arrange to perform maintenance to assure the long-term reliability and function of the systems. This includes, but is not limited to, maintaining or replacing line valves, drain valves, air relief valves, valve boxes, pumps, motors, controls, damaged fittings and pipe, broken instruments, circuit breakers, electrical contactors, electrical disconnects, heaters, light bulbs, hand pump handles, cylinders, rods and shrouds. Specific work to be accomplished at each site will be agreed to between parties.

The Holder shall furnish all materials, labor and fixtures for general maintenance of the water system within the Authorization boundary.

## DESCRIPTION OF DEVELOPED RECREATION SITES

The following is a description of each developed recreation site included in this prospectus. For ease of use, it separates the sites by districts located on the Willamette National Forest, north to south. The site maps can be found in Appendix 2 – Maps of Developed Recreation Sites. The Inventory of Government-Furnished Property in Appendix 3 lists the property found in each site. Please use these descriptions together with the maps and inventory for the most complete description of each site and its layout.

Site capacity at the following sites is as follows:

**Single-occupancy site:** Maximum of 8 people, 2 vehicles, and 2 tents

**Multiple-occupancy site:** Maximum of 12 people, 3 vehicles, and 3 tents

**Group sites:** Vary; described by site

Fernview  
House Rock  
Lost Prairie  
Trout Creek  
Yukwah

### SWEET HOME RANGER DISTRICT

#### **Fernview Campground - 1,400 feet elevation**

**3-Yr Average Revenue/Season: \$2,996**

**3-yr Average 3 of Visitors/Season: 1,024**

Located 23 miles east of Sweet Home on Highway 20, this campground is perched above the scenic South Santiam River on 5 acres. The campground road is compacted rock and native surface including the spurs. There are 11 campsites mostly accommodating smaller camping units with two tent only sites and a couple of sites accommodating vehicles up to 22 feet in length. There is one accessible single vault toilet and one hand pump located near the entrance and picnic area. Garbage cans are located throughout the campground. Site #5 has served as a host site in the peak season or holiday weekends, although in recent years this campground has not been hosted.

Fernview is a moderate to low use campground. This campground attracts those seeking a more rustic, quiet and secluded experience. The campground fills during holidays and a few good weather weekends during the peak season in July and August when other nearby campgrounds are full. Generally, sites are available during the week and weekends throughout the season. Use drops dramatically after Labor Day weekend and this campground has usually closed by mid September.

Nearby attractions: The Rooster Rock Trailhead is located across Highway 20 from the campground and is a portal to the Menagerie Wilderness. The Old Santiam Wagon Road runs through the back of the campground and provides many miles of hiking opportunities.

**House Rock Campground—1,800 feet elevation**

**3-yr Average Revenue/Season: \$12,524                      3-yr Average # of Visitors/Season: 5,085**

Located 26 miles east of Sweet Home on Highway 20, this campground is situated on 7 acres at the confluence of Sheep Creek and the South Santiam River in an old growth grove. The campground road is compacted rock and native surface including the spurs. There are 17 campsites some of which accommodate vehicles up to 22 feet in length. There is an upper and lower loop with a handpump well in each loop, along with an accessible single toilet in the upper loop, and two accessible single toilets in the lower loop. Site #1 near the campground entrance and fee station, has served as host site and contains septic hookup only. Trash cans are distributed throughout the campground. The adjacent picnic area is part of this site and has four tables and two grills, and provides access to the House Rock Trail, a 0.8 mile loop trail.

House Rock is a high use campground especially during the peak season of July and August. River frontage sites with shallow water for swimming are an attraction to visitors. Weekends and holidays are generally full and weekdays are often full during July and August.

Nearby attractions: The House Rock Trail accesses the Old Santiam Wagon Road, which provides miles of hiking opportunities. The Iron Mountain Trail, located to the east on Highway 20, offers spectacular displays of wildflowers and a scenic viewing platform overlooking the cascades.

**Longbow Organization Camp---1,200 feet elevation**

**3-yr Average Revenue/Season \$7,900                      3-yr Average # of Visitors/Season: 769**

Located 22 miles east of Sweet Home off of Highway 20, the group sites is situated 3 miles down Gordon Road 2032 along the South Santiam River. This is a Civilian Conservation Corps Historical group camp that was built in the 1930s. The group camp is situated on 10 acres and has 6 alpine shelters with fireplaces and capacity to sleep 48. All of the shelters are facing the river, and no tents or trailers are allowed. This group site also includes a covered dining hall with cooking area and fireplace, and seating for 40. An amphitheater that seats up to 75 is located near the volleyball court. The campground has one accessible vault toilet and one handpump well that serves potable water. Parking is limited and a maximum of 50 people are allowed. Four garbage cans are located near the covered dining shelter. The roads within the group site are a compacted rock surface. The fees are collected through the National Reservation System. An annual CCC Alumni event is hosted at this site by the Forest Service in August.

Longbow has a high use in July and August with high returning visitation, and moderate use during the week and most weekends full during the shoulder season.

Nearby attractions: Several trailheads including the Old Santiam Wagon Road and access into the Menagerie Wilderness are nearby, and fishing along the South Santiam River is a popular activity.

### **Lost Prairie Campground---3,200 feet elevation**

**3-yr Average Revenue/Season: \$2,159**

**3-yr Average # of Visitors/Season: 630**

Located 37 miles east of Sweet Home on Highway 20, the campground lies on 7 acres adjacent Hackleman Creek. There are 10 camp units, 8 of which are walk-in tent sites. The entire route is paved including parking spurs. Half the sites are located in the back loop of the campground with a vault toilet behind site #1 that is not wheelchair accessible. The front loop has five walk-in tent sites and a large paved parking area with a wheel-accessible double vault toilet building. The one handpump well is located near the front of the campground. Information boards and a fee station are located on the loop. Trash cans are located next to the fee station and toilet buildings.

Use is low on average for the season and moderate on holiday weekends. Use increases in September and October during the hunting season, but generally there are sites available during the week and on weekends throughout the season. The walk-in tent sites near the entrance have been used by highway travelers stopping for a picnic. The restroom facility near the campground entrance also receives heavy use from travelers passing through.

Nearby attractions: Trailheads for Cone Peak Trail, Iron Mountain Trail and Hackleman Old Growth Grove are located to the west off of Highway 20. The Old Santiam Wagon Road came through the Lost Prairie Campground and parts of it may still be hiked. Clear Lake, known for hiking, fishing, and boating, and the McKenzie River National Scenic Trail are located nearby off of Highway 126.

### **Trout Creek Campground -- 1,200 feet elevation**

**3-yr Average Revenue/Season: \$14,938**

**3-yr Average # of Visitors/Season: 5,212**

Located 19 miles east of Sweet Home on Highway 20, the campground covers 7 acres along the South Santiam River. The campground road is paved and spurs are gravel. The Civilian Conservation Corps constructed the campground in the 1930's, which includes a picnic shelter with fireplace that is centrally located along with tables and a BBQ grill. There are 24 sites on a single loop with four RV pull-thoughts ranging from 24 to 40 feet. There is one hand pump well, two double vault accessible toilets, and one accessible single vault toilet. Plans to drill an additional new handpump well are being evaluated. Site 5 has served as the host site with septic

hookup only and is located across from the fee and information station. Over half of sites are on the South Santiam River which makes this campground very popular.

Trout Creek receives high use during the peak season of July and August, with the campground full almost every weekend and receives moderately high use during the week.

Nearby attractions: The Menagerie Wilderness and Trout Creek Trail is located directly across from Trout Creek Campground. To the west, is the historic Long Ranch and now an Elk Refuge. A short wheelchair-accessible trail, is located directly across Highway 20 from the campground, and accesses a wildlife viewing platform that overlooks the ranch. Nearby is the Old Santiam Wagon Road that stretches along the Highway 20 corridor.

### **Yukwah Campground —1,300 feet elevation**

**3-yr Average Revenue/Season: \$8,944      3-yr Average # of Visitors/Season: 3,404**

Located 19.5 miles east of Sweet Home on Highway 20, the campground is situated in second growth Douglas-fir on 7 acres along the South Santiam River. The campground road is compacted rock and native surface including the spurs. There are 20 campsites that accommodate vehicles ranging from 18 to 32 feet in length. Sites are spacious and private. Site 14 is a multiple site that can accommodate larger RV's and a group up to 20 people. Four sites contain barrier free tables and fire rings. The host site (#20) is located near the campground entrance and fee station, and has septic only. There is a small picnic area containing barrier-free tables and firerings/grills. Yukwah Nature Trail is located within the campground and is wheelchair-accessible. The trail follows 0.3 miles of the South Santiam River, and accesses two river viewing platforms.

Yukwah is a high use campground in the peak season of July and August. Weekends and holidays are generally full. Outside this time, visitors can usually find a spot during the week and on weekends throughout the season.

Nearby attractions: The Menagerie Wilderness located just west of campground. The Old Santiam Wagon Road parallels Highway 20 with many access opportunities and is easy walking distance from the campground.

