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Department of  
Agriculture



Forest  
Service

Pacific  
Southwest  
Region

**R5-MR-035**  
June 2006



## APPENDICES

# Prospectus for Campground And Related Granger-Thye Concessions

Barton Flats Recreation Complex

San Bernardino National Forest

August, 2011



**San Bernardino  
National Forest**

## **APPENDICES**

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*Prospectus for Campground and Related Granger-Thye Concessions  
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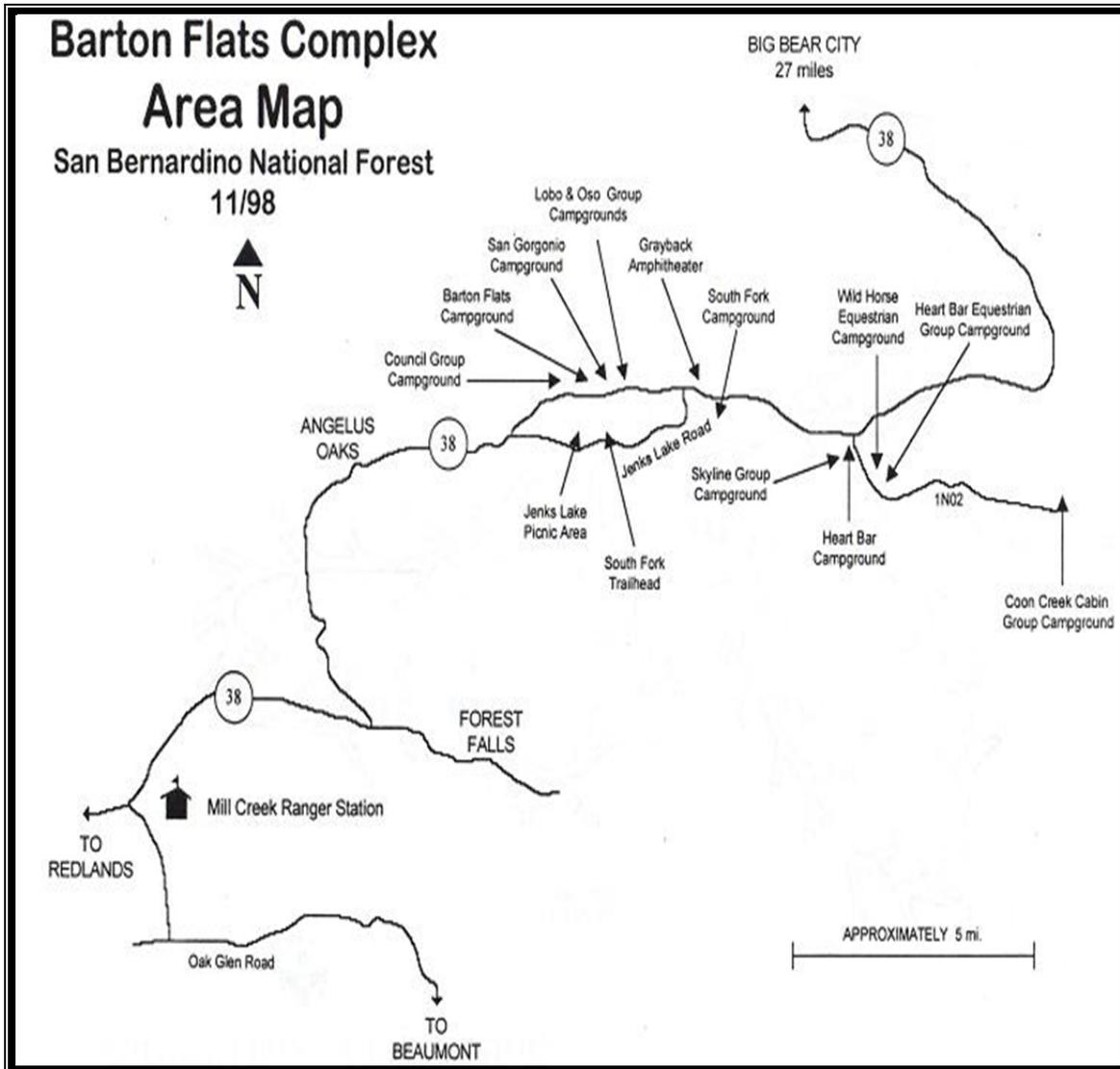
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**Appendix 1: Vicinity Maps**

**Vicinity Map - Barton Flats Complex**



## **Appendix 2: Recreation Site Maps**

**Barton Flats Complex** campground site maps are provided in the following order. Not all campground site maps are available.

### **Barton Flats Complex**

- Barton Flats Family Campground
- Coon Creek Cabin Group Campground
- Grayback Amphitheatre
- Heart Bar Family Campground
- Jenks Lake Recreation Area
- San Gorgonio Campground
- South Fork Campground

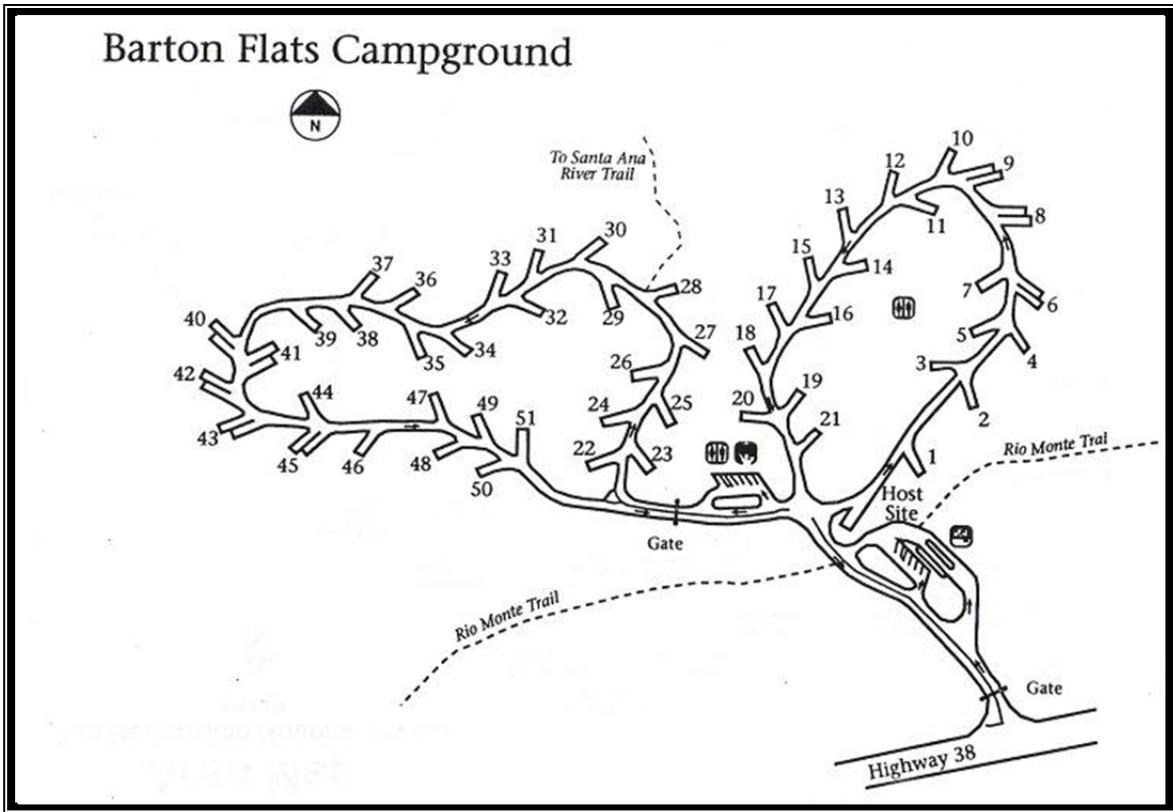
These maps are not intended to include every amenity associated with each site (reference **Appendix 3: Government Facility and Improvement Inventories and Insured Properties**). Not included in this appendix are schematic maps of common improvements, such as water and sewer systems. Detailed maps of these systems are available for study at the San Bernardino National Forest Supervisor's Office.

Campgrounds have most, if not all of the following standard amenities:

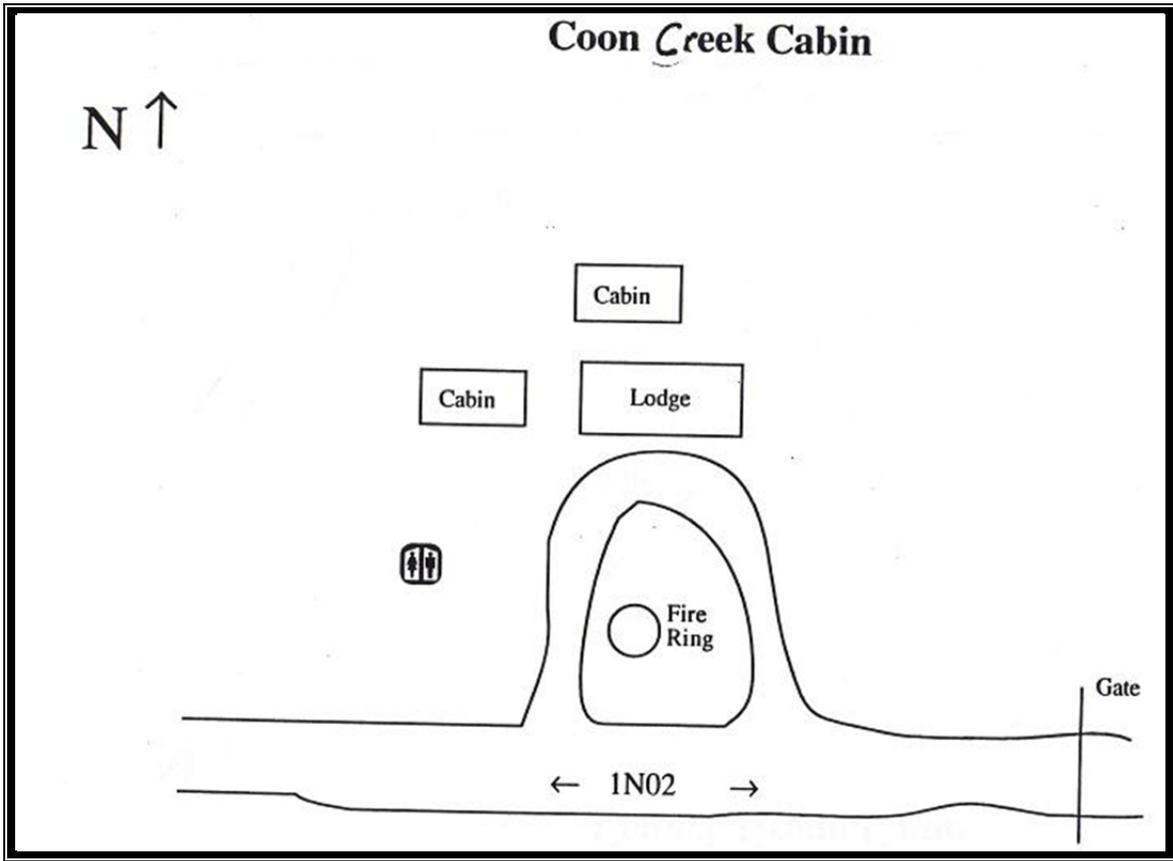
- Campsites of various sizes
- Restrooms
- Entrance Stations
- Tables
- Fire Rings
- Pedestal Grills
- Water
- Trash Cans
- Information Board

**Reference Maps for  
Barton Flats Complex**

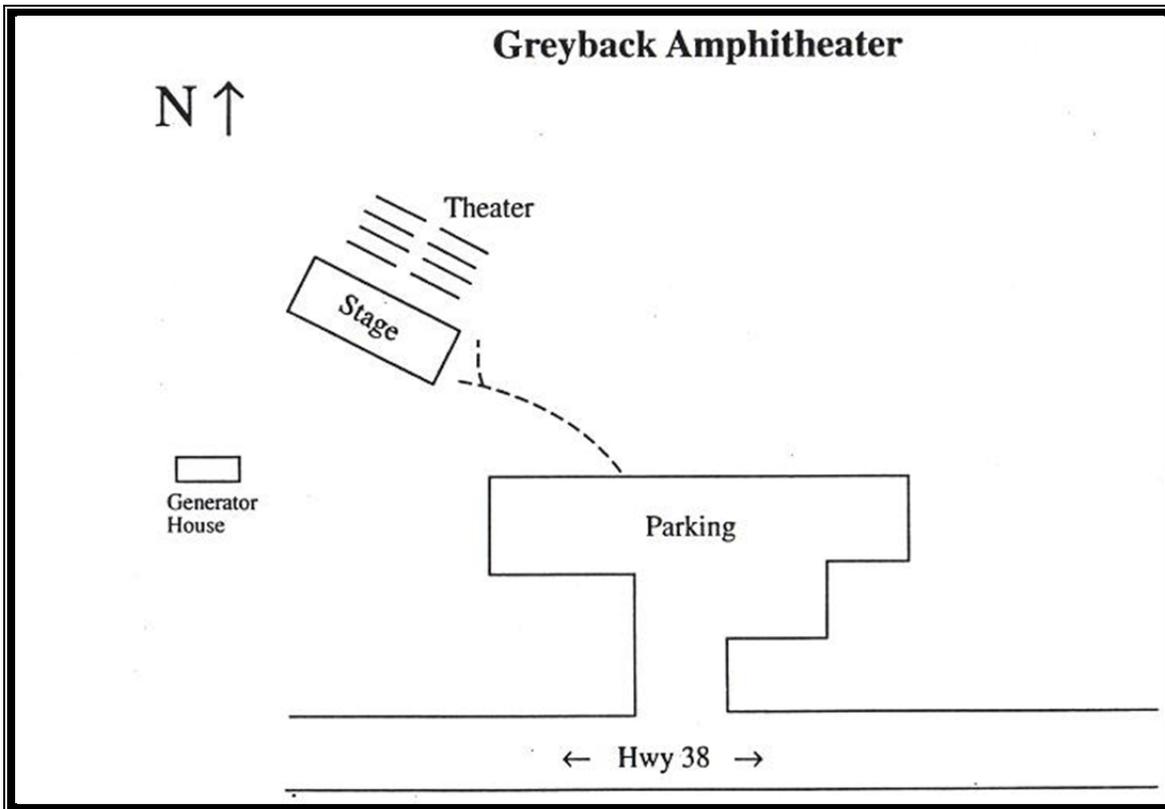
**Barton Flats Campground**



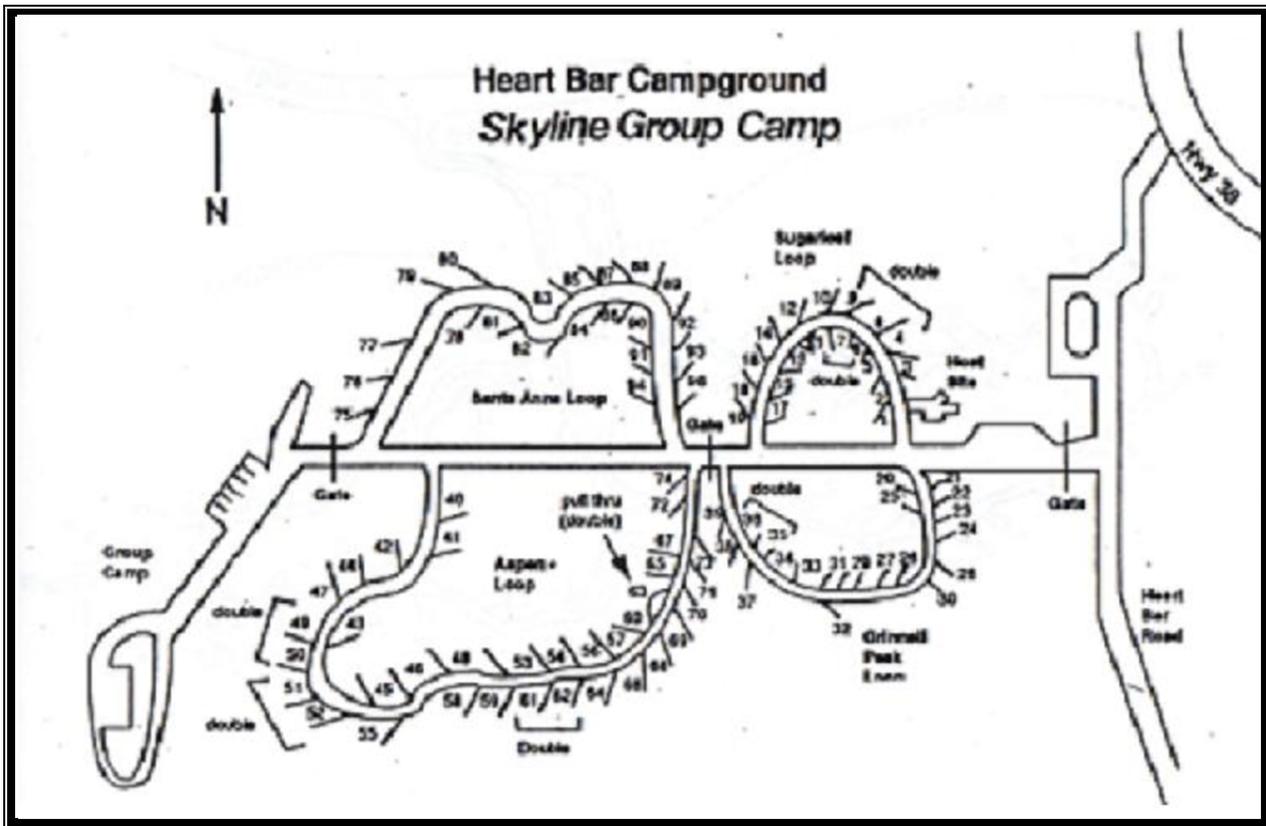
**Coon Creek Cabin Group Campground**



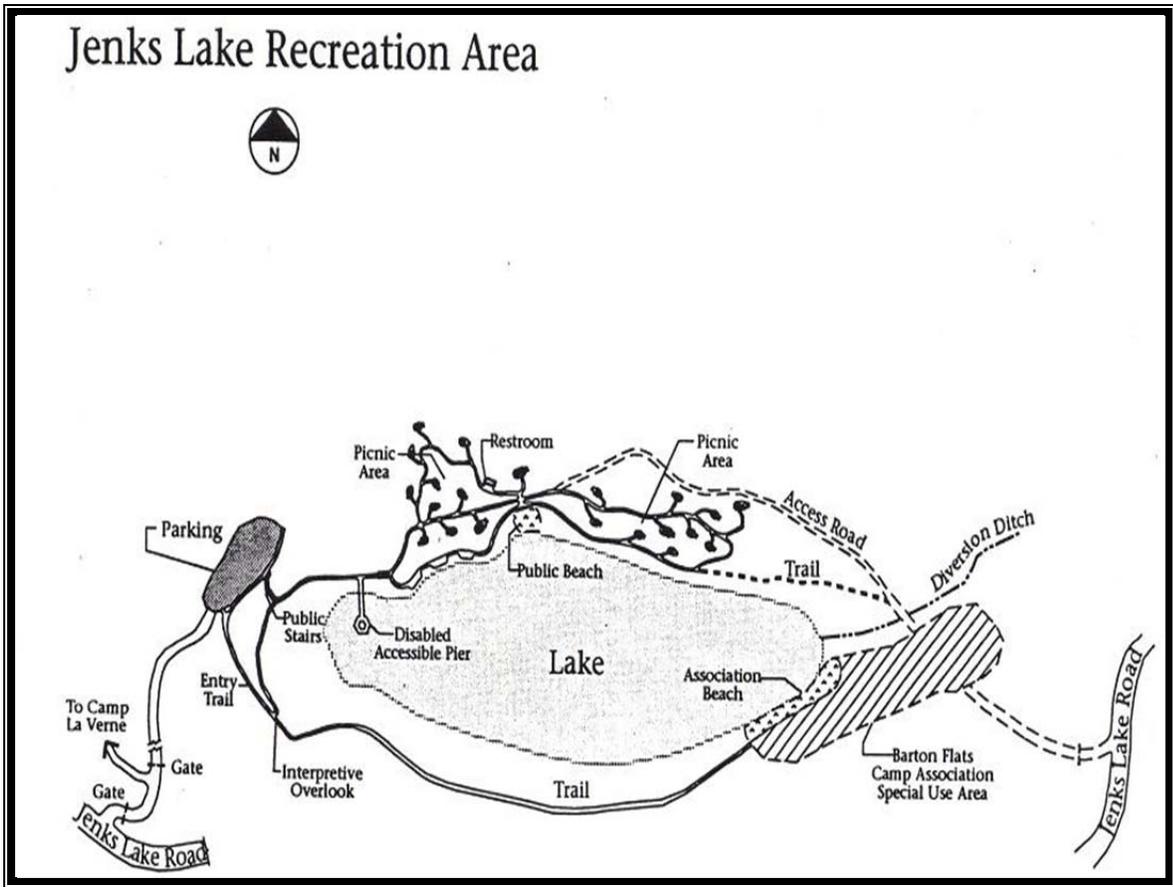
# Grayback Amphitheatre



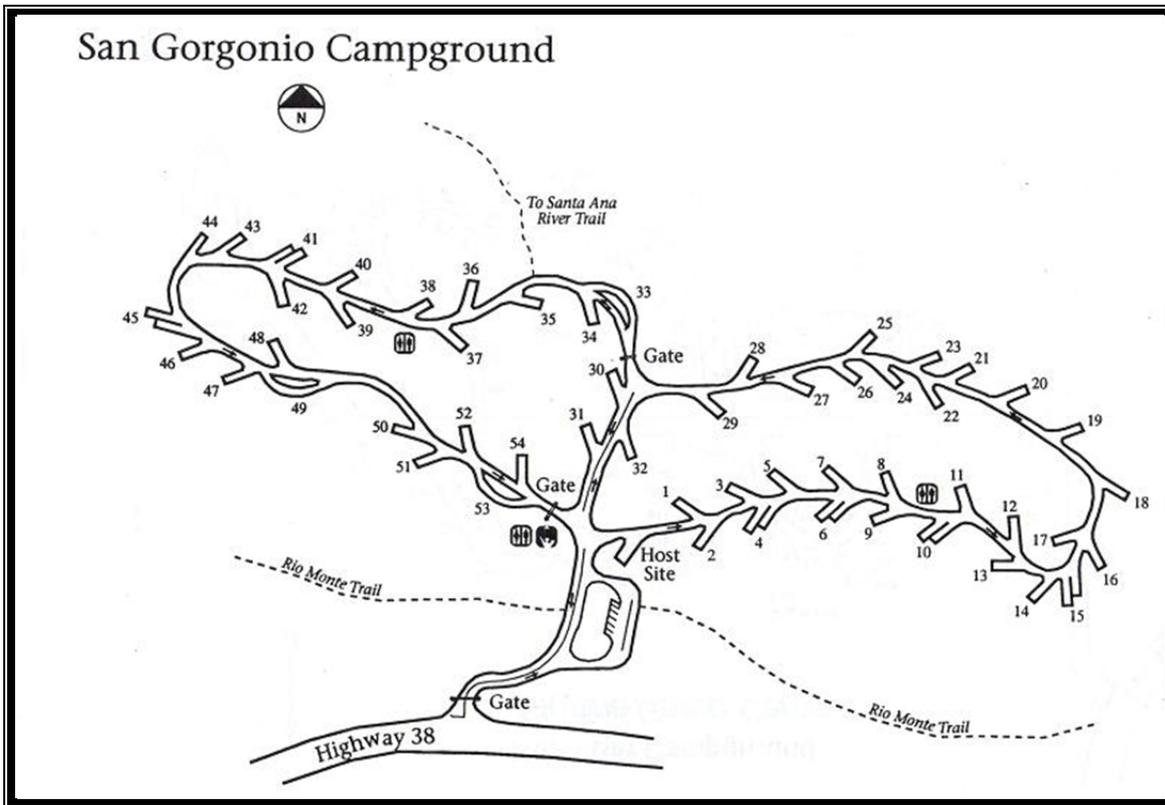
## Heart Bar Campground Skyline Group Camp



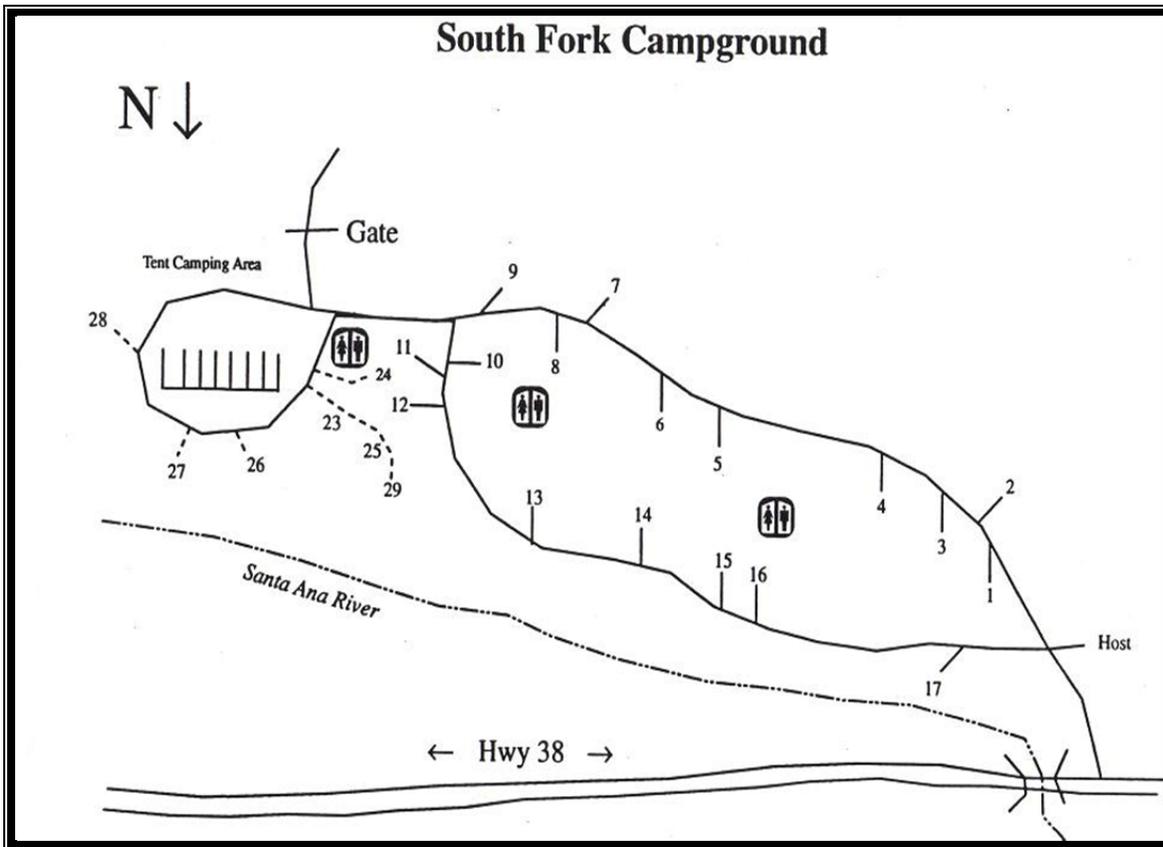
**Jenks Lake Recreation Area**



# San Gorgonio Campground



# South Fork Campground



## Appendix 3: Government Facility and Improvement and Insured Properties

The Federal Government owns the improvements within all the developed recreation sites. Included in the following inventory are the description, quantity, and the estimated replacement cost of the applicable property.

Please note that it is the policy of the Forest Service (FSM 2330-5) to provide universally designed recreation sites, facilities and constructed features through the use of designs that accommodate most people, including people with disabilities, while maintaining the setting. For example: picnic tables, fire rings, toilets structures, etc, that are purchased or constructed, are now to be accessible, so that any person can use those facilities, wherever they are located. Replacement costs use the cost of accessible items where applicable.

### Barton Flats Complex

#### *Barton Flats Family Campground*

Item	Unit	Quantity	Replacement Cost (Each)	Total
Log Parking Barriers	L.F.	2000	\$3.32	\$6,640
Asphalt Curb	L.F.	450	\$4.63	\$2,083
Concrete Wheel Stop	Each	11	\$150	\$1,650
Flush Toilet	Each	3	\$70,000	\$210,000
Combination Grill	Each	53	\$750	\$39,750
Group Campfire Circle	Each	1	\$900	\$900
Steel Gate	Each	2	\$3,000	\$6,000
Host Site	Each	2	\$8,000	\$16,000
RV Hookups	Each	1	\$8,000	\$8,000
Dumpster	Each	3	\$3,300	\$9,900
Garbage Pad	Each	3	\$150	\$450
Dump Station	Each	2	\$18,000	\$36,000
Information Board	Each	1	\$1,500	\$1,500
Unit Markers	Each	52	\$87	\$4,524
Entrance Sign	Each	2	\$1,500	\$3,000
Bulletin Board	Each	1	\$1,500	\$1,500
Picnic Table – Hvy. Wood	Each	61	\$825	\$50,325
Sewer System 2,500 gal. tank	Each	1	\$15,000	\$15,000
Sewer System 3,750 gal. tank	Each	1	\$20,000	\$20,000
10,000 Gal. Tank	Each	1	\$30,000	\$30,000
Valves	Each	11	\$750	\$8,250
Hose Bibs	Each	8	\$300	\$2,400
Distribution Line*	L.F.	4,100	\$40	\$164,000
<b>TOTAL</b>				<b>\$637,872</b>

\*Distribution Line also includes San Gorgonio Family Campground

*Prospectus for Campground and Related Granger-Thye Concessions  
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***Skyline Group Campground***

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Total</b>
Vault Toilet	Each	1	\$53,000	\$53,000
Pedestal Grill	Each	1	\$520	\$520
Fire Ring	Each	1	\$600	\$600
Entrance Sign	Each	1	\$1,500	\$1,500
Picnic Table	Each	5	\$825	\$4,125
<b>TOTAL</b>				<b>\$59,745</b>

***Coon Creek Cabin Group Campground***

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Total</b>
Vault Toilet	Each	1	\$53,000	\$53,000
Main Cabin	Each	1	\$171,000	\$171,000
Cabin #2	Each	1	\$29,400	\$29,400
Cabin #3	Each	1	\$33,750	\$33,750
Fireplace	Each	1	\$13,500	\$13,500
Group Campfire Circle	Each	1	\$900	\$900
Pedestal Grill	Each	2	\$520	\$1,040
Garbage Can (Small)	Each	2	\$100	\$200
Entrance Sign	Each	2	\$1,500	\$3,000
Information Board	Each	1	\$1,500	\$1,500
Picnic Table – Hvy. Wood	Each	4	\$825	\$3,300
<b>TOTAL</b>				<b>\$310,590</b>

*Prospectus for Campground and Related Granger-Thye Concessions  
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***Council Group Campground***

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Total</b>
Log Parking Barrier	L.F.	68	\$3.32	\$225
Vault Toilet	Each	1	\$53,000	\$53,000
Pedestal Grill	Each	6	\$520	\$3,120
Group Campfire Circle	Each	1	\$900	\$900
Fire Ring	Each	2	\$600	\$1,200
Steel Gate	Each	2	\$3,000	\$6,000
Paved Parking Lot	Sq. Ft.	5000	\$6.09	\$30,450
Entrance Sign	Each	1	\$1,500	\$1,500
Information Board	Each	1	\$1,500	\$1,500
Picnic Table	Each	8	\$825	\$6,600
Bench	Each	3	\$850	\$2,550
Valves	Each	2	\$750	\$1,500
Hose Bibs	Each	4	\$300	\$1,200
Main Feed Line	L.F.	500	\$50	\$25,000
<b>TOTAL</b>				<b>\$134,745</b>

***Heart Bar Family Campground***

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Total</b>
Wood Parking Barrier	L.F.	15,840	\$6.55	\$103,752
Concrete Wheel Stop	Each	9	\$150	\$1,350
Vault Toilet	Each	5	\$53,000	\$265,000
Group Campfire Circle	Each	2	\$900	\$1,800
Combination Grill	Each	96	\$750	\$72,000
Pedestal Grill	Each	1	\$520	\$520
Steel Gate	Each	3	\$3,000	\$9,000
Host Site	Each	2	\$8,000	\$16,000
Entrance Sign	Each	2	\$1,500	\$3,000
Information Board	Each	1	\$1,500	\$1,500
Unit Markers	Each	97	\$87	\$8,439
Picnic Table – Hvy. Wood	Each	97	\$825	\$80,025
Serving Table	Each	1	\$900	\$900
Septic System 98gal/day	Each	1	\$15,000	\$15,000
35,000Gal. Tank	Each	1	\$87,500	\$87,500
Well with Pumphouse	Each	1	\$60,000	\$60,000
Valves	Each	34	\$750	\$25,500
Hose Bibs	Each	31	\$300	\$9,300
Distribution Line	L.F.	9,000	\$40	\$360,000
<b>TOTAL</b>				<b>\$1,120,586</b>

*Prospectus for Campground and Related Granger-Thye Concessions  
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***Jenks Lake***

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Total</b>
Concrete Curb	L.F.	170	\$14.70	\$2,499
Rock Parking Barriers	Each	14	\$224	\$3,136
Concrete Wheel Stops	Each	15	\$150	\$2,250
Flush Toilets	Each	2	\$70,000	\$140,000
Concrete Retaining Wall	Sq. Ft.	200	\$22.50	\$4,500
Riprap Erosion Control	Cu.Yd.	53	\$62.50	\$3,312
Wood Stairway	L.F.	21	\$37.50	\$787
Chain Link Fence	L.F.	340	\$40	\$13,600
Treated Rail Fence	L.F.	50	\$5	\$250
Pedestal Grill	Each	21	\$520	\$10,920
Steel Gate	Each	2	\$3,000	\$6,000
Fee Station	Each	1	\$350	\$350
Host Site	Each	1	\$8,000	\$8,000
Asphalt Pathway	Sq. Ft.	13,200	\$6.09	\$80,388
Wood Pathway	Sq. Ft.	639	\$9.60	\$6,134
Paved Parking Lot	Sq. Ft.	100,000	\$6.09	\$609,000
Garbage Pad	Each	1	\$150	\$150
Dumpster	Each	2	\$3,300	\$6,600
Entrance Sign	Each	2	\$1,500	\$3,000
Information Board	Each	1	\$1,500	\$1,500
Picnic Table	Each	21	\$825	\$17,325
Bench	Each	12	\$850	\$10,200
Beach	Each	1	\$2,034	\$2,034
Buoy	Each	4	\$26	\$104
Fishing Area	Sq. Ft.	1,056	\$15.60	\$16,474
<b>TOTAL</b>				<b>\$948,513</b>

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***Lobo Group Campground***

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Total</b>
Log Parking Barrier	L.F.	500	\$3.32	\$1,660
Flush Toilet	Each	1	\$70,000	\$70,000
Fire Ring	Each	2	\$600	\$1,200
Group Campfire Circle	Each	1	\$900	\$900
Pedestal Grill	Each	6	\$520	\$3,120
Steel Gate	Each	1	\$3,000	\$3,000
Paved Parking Lot	Sq. Ft.	10,000	\$6.09	\$60,900
Entrance Sign	Each	1	\$1,500	\$1,500
Information Board	Each	1	\$1,500	\$1,500
Picnic Table – Hvy Wood	Each	10	\$825	\$8,250
Septic System 1,250 gal/day	Each	1	\$20,000	\$20,000
Valves	Each	3	\$750	\$2,250
Hose Bibs	Each	5	\$300	\$1,500
Main Feed Line*	L.F.	3,100	\$50	\$155,000
<b>TOTAL</b>				<b>\$330,780</b>

\*Main Feed Line also feeds Oso Group Campground

***Oso Group Campground***

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Total</b>
Log Parking Barrier	L.F.	530	\$3.32	\$1,759
Flush Toilet	Each	1	\$70,000	\$70,000
Group Campfire Circle	Each	1	\$900	\$900
Fire Ring	Each	2	\$600	\$1,200
Pedestal Grill	Each	6	\$520	\$3,120
Steel Gate	Each	1	\$3,000	\$3,000
Entrance Sign	Each	1	\$1,500	\$1,500
Information Board	Each	1	\$1,500	\$1,500
Bench – Hvy. Duty	Each	12	\$850	\$10,200
Picnic Table	Each	17	\$825	\$14,025
Valves	Each	3	\$750	\$2,250
Hose Bibs	Each	5	\$300	\$1,500
<b>TOTAL</b>				<b>\$110,954</b>

*Prospectus for Campground and Related Granger-Thye Concessions  
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***South Fork Campground***

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Total</b>
Log Parking Barrier	L.F.	900	\$3.32	\$2,988
Vault Toilet	Each	3	\$53,000	\$159,000
Steel Water Trough	Each	1	\$1,500	\$1,500
Steel Corral/Stalls	Each	11	\$800	\$8,800
Fire Ring	Each	24	\$600	\$14,400
Steel Gate	Each	2	\$3,000	\$6,000
Tent Pad	Each	5	\$500	\$2,500
Unit Markers	Each	24	\$87	\$2,088
Entrance Sign	Each	1	\$1,500	\$1,500
Information Board	Each	1	\$1,500	\$1,500
Picnic Table	Each	24	\$825	\$19,800
Serving Table	Each	2	\$900	\$1,800
Valves	Each	11	\$750	\$8,250
Hose Bibs	Each	12	\$300	\$3,600
Distribution Line	L.F.	3,300	\$40	\$132,000
<b>TOTAL</b>				<b>\$365,726</b>

***Wildhorse Family Equestrian Campground***

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Total</b>
Vault Toilet	Each	1	\$53,000	\$53,000
Horse Corral/Stalls	Each	30	\$800	\$24,000
Horse Loading/Unloading ramp	Each	2	\$1,500	\$3,000
Wood Fence	L.F.	78	\$5	\$390
Combination Grill	Each	10	\$750	\$7,500
Group Fire Ring	Each	1	\$900	\$900
Gate	Each	1	\$3,000	\$3,000
Horseshoe Pit	Each	1	\$500	\$500
Garbage Can (small)	Each	2	\$100	\$200
Entrance Sign	Each	1	\$1,500	\$1,500
Information Board	Each	1	\$1,500	\$1,500
Picnic Table - Hvy. Wood	Each	11	\$825	\$9,075
Hose Bib	Each	3	\$300	\$900
Valves	Each	3	\$750	\$2,250
Septic System 1000 gal. tank	Each	1	\$12,000	\$12,000
<b>TOTAL</b>				<b>\$119,715</b>

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***Grayback Amphitheatre***

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Total</b>
Log Parking Barrier	L.F.	390	\$3.32	\$1,294
Storage Shed	Sq .Ft.	48	\$80	\$3,840
Wood Stairway	L.F.	69	\$37.50	\$2,587
Fire Ring	Each	1	\$600	\$600
Steel Gate	Each	1	\$3,000	\$3,000
Water Hydrant	Each	1	\$1,300	\$1,300
Projection Screen	Each	1	\$3,420	\$3,420
Unsurfaced Parking Lot	Each	17,000	\$2	\$34,000
Signs	Each	5	\$325	\$1,625
Information Board	Each	1	\$1,500	\$1,500
Entrance Sign	Each	1	\$1,500	\$1,500
Bench – Hvy. Duty	Each	98	\$850	\$83,300
Bench – Light Duty	Each	27	\$750	\$20,250
<b>TOTAL</b>				<b>\$158,216</b>

***Heart Bar Equestrian Campground***

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Total</b>
Wood Parking Barriers	L.F.	2,000	\$6.55	\$13,100
Flush Toilet	Each	1	\$70,000	\$70,000
Steel Corral/Stalls	Each	46	\$800	\$36,800
Wood Water Trough	Each	1	\$360	\$360
Treated Wood Rail Fence	L.F.	700	\$5	\$3,500
Fire Ring	Each	1	\$600	\$600
Group Fire Circle	Each	1	\$900	\$900
Pedestal Grill	Each	2	\$520	\$1,040
Steel Gate	Each	1	\$3,000	\$3,000
Horseshoe Pit	Each	1	\$500	\$500
Dumpster	Each	1	\$3,300	\$3,300
Garbage Can (Small)	Each	2	\$100	\$200
Entrance Sign	Each	1	\$1,500	\$1,500
Information Board	Each	1	\$1,500	\$1,500
Picnic Table – Hvy. Wood	Each	11	\$825	\$9,075
Serving Table	Each	2	\$900	\$1,800
Septic System 1,000 gal.	Each	1	\$12,000	\$12,000
Valves	Each	3	\$750	\$2,250
Hose Bibs	Each	3	\$300	\$900
<b>TOTAL</b>				<b>\$162,325</b>

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***San Gorgonio Family Campground***

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Total</b>
Concrete Wheel Stop	Each	6	\$150	\$900
Flush Toilet	Each	3	\$70,000	\$210,000
Fire Ring/Pedestal Grill	Each	60	\$750	\$45,000
Steel Gate	Each	1	\$3,000	\$3,000
Fee Station	Each	1	\$350	\$350
Host Site	Each	1	\$8,000	\$8,000
Unit Marker	Each	55	\$87	\$4,785
Entrance Sign	Each	2	\$1,500	\$3,000
Information Board	Each	1	\$1,500	\$1,500
Accessibility Sign	Each	1	\$1,500	\$1,500
Picnic Table – Hvy. Wood	Each	64	\$825	\$52,800
Wastewater System 2,500 gal.	Each	1	\$15,000	\$15,000
Valves	Each	11	\$750	\$8,250
Hose Bibs	Each	8	\$300	\$2,400
<b>TOTAL</b>				<b>\$356,485</b>

## **Insured Properties**

Insured properties are those properties that are essential to campground operations. Not all properties within a site need to be covered as there is little likelihood of a site being completely devastated by any one event. Coverage will extend to bodily injury, or death rising out of the permit holder’s activities under the permit, including but not limited to the occupancy of use of the structures, or equipment authorized under the permit. At developed recreation sites, insured items are primarily restrooms. Totals shown for each complex. The following list represents the number of restrooms to be insured per site.

### **Barton Flats Complex – Total \$1,176,693**

#### **Insured Properties Barton Flats**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Toilet Building – Flush	Each	3	\$70,000	\$49,000 (70%)	\$147,000
<b>Total</b>			\$210,000 (100%)		<b>\$147,000</b>

#### **Insured Properties Coon Creek Cabin Group Campground**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Toilet Building – Vault	Each	1	\$53,000	\$37,100 (70%)	\$37,100
Main Cabin	Each	1	\$171,000	\$119,700 (70%)	\$119,700
Cabin #2	Each	1	\$29,400	\$20,580 (70%)	\$20,580
Cabin #3	Each	1	\$33,750	\$23,625 (70%)	\$23,625
<b>Total</b>			\$287,150 (100%)		<b>\$201,005</b>

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**Insured Properties Council Group Campground**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Toilet Building – Vault	Each	1	\$53,000	\$37,100 (70%)	\$37,100
<b>Total</b>			\$53,000 (100%)		<b>\$37,100</b>

**Insured Properties Grayback Amphitheatre**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Storage Shed	Each	1	\$3,840	\$2,688 (70%)	\$2,688
<b>Total</b>			\$3,840 (100%)		<b>\$2,688</b>

**Insured Properties Heart Bar Equestrian Campground**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Toilet Building - Flush	Each	1	\$70,000	\$49,000 (70%)	\$49,000
<b>Total</b>			\$70,000 (100%)		<b>\$49,000</b>

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**Insured Properties Heart Bar Family Campground**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Toilet Building	Each	5	\$53,000	\$37,100 (70%)	\$185,500
Pumphouse	Each	1	\$37,000	\$25,900 (70%)	\$25,900
<b>Total</b>			\$302,000 (100%)		<b>\$211,400</b>

**Insured Properties Jenks Lake**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Toilet Building	Each	2	\$70,000	\$49,000 (70%)	\$98,000
<b>Total</b>			\$140,000 (100%)		<b>\$98,000</b>

**Insured Properties Lobo Group Campground**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Toilet Building	Each	1	\$70,000	\$49,000 (70%)	\$49,000
<b>Total</b>			\$70,000 (100%)		<b>\$49,000</b>

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**Insured Properties Oso Group Campground**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Toilet Building – Flush	Each	1	\$70,000	\$49,000 (70%)	\$49,000
<b>Total</b>			\$70,000 (100%)		<b>\$49,000</b>

**Insured Properties San Gorgonio Family Campground**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Toilet Building – Flush	Each	3	\$70,000	\$49,000 (70%)	\$147,000
<b>Total</b>			\$210,000 (100%)		<b>\$147,000</b>

**Insured Properties Skyline Group Campground**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Toilet Building – Vault	Each	1	\$53,000	\$37,100 (70%)	\$37,100
<b>Total</b>			\$53,000 (100%)		<b>\$37,100</b>

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**Insured Properties South Fork Campground**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Toilet Building – Vault	Each	3	\$53,000	\$37,100 (70%)	\$111,300
<b>Total</b>			\$159,000 (100%)		<b>\$111,300</b>

**Insured Properties Wildhorse Equestrian Family Campground**

<b>Item</b>	<b>Unit</b>	<b>Quantity</b>	<b>Replacement Cost (Each)</b>	<b>Insured Coverage (Each)</b>	<b>Total Insurance Coverage Amount \$</b>
Toilet Building – Vault	Each	1	\$53,000	\$37,100 (70%)	\$37,100
<b>Total</b>			\$53,000 (100%)		<b>\$37,100</b>

## **Appendix 4: Applicable Forest Orders**

### **San Bernardino Forest Orders**

#### **Title 36 – Code of Federal Regulations Subpart B**

##### **Order No. 1 Occupancy and Use – Developed Sites San Bernardino National Forest**

Pursuant to 36 CFR 261.50 (a) and (b) each of the following acts are prohibited in the identified areas:

1. Camping in developed recreation sites for more than 14 days. **261.58(a) \$50**
2. Unauthorized occupancy of reserved sites. **261.58(b) \$50**
3. Use of a campsite by more than 1 family or with more than eight people unless the site is designated for group use. **261.58(f) \$35**
4. Being in the area between 10 PM and 6 AM except for a person who is camping or visiting a person in the camping area. **261.58(u) \$35**
5. Entering or being in Jenks Lake except for the designated swimming area. **261.58(k) \$35**
6. Possessing/operating motor boat on Jenks Lake. **261.58(n) \$35**
7. Entering or using any NF site by minors in violation of County School and Curfew regulations. **261.58(b) \$50**
8. Occupying, for any purpose in a designated threatened and endangered species habitat area. **261.53(a) \$50**
9. Being publicly nude. **261.58(j) \$35**

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**Appendix 5: Sample Site Use Forms**

**San Bernardino National Forest  
Recreation Site Use Record**

**District:** \_\_\_\_\_

**Month:** \_\_\_\_\_

**Site Name:** \_\_\_\_\_

**Site Type:** \_\_\_\_\_

**Total # Units:** \_\_\_\_\_

**Turn Away Days:** \_\_\_\_\_

**# Accessible Units:** \_\_\_\_\_

**Year:** \_\_\_\_\_

DAY	OVERNIGHT CAMPING				# PE OPLE	COMMENTS
	TENT	TRAILER	Auto	TOTAL		
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						
21						
22						
23						
24						
25						
26						
27						
28						
29						
30						
31						
<b>Total</b>						

**Signature:**

**Date:**

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**Example Monthly Site Use Summary**

Facility:

Month:

DATE	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Site 1															
Site 2															
Site 3															
Site 4															
Site 5															
Site 6															
Site 7															
Site 8															
Site 9															
Site 10															
Site 11															
Site 12															
Site 13															
Site 14															
Site 15															
Site 16															
Site 17															
Site 18															
Site 19															
Site 20															
Site 21															
Site 22															
Site 23															
Site 24															
Site 25															
Site 26															
Site 27															
Site 28															
Site 29															
Site 30															
Site 31															
Site 32															
Site 33															
Site 34															
Site 35															
Site 36															
TENT															
TRAILER															
AUTO															
TOTAL VEHICLES															
TOTAL PEOPLE															

**Use and Revenue Data for Campgrounds and Related Concessions**

Week: \_\_\_\_\_ Campground \_\_\_\_\_ Space # \_\_\_\_\_

	Date	State	License #	Extra Vehicle	Zip Code	Equipment	# in Group	Passport	Amt Paid
<b>Monday</b>									
<b>Tuesday</b>									
<b>Wednesday</b>									
<b>Thursday</b>									
<b>Friday</b>									
<b>Saturday</b>									
<b>Sunday</b>									
<b>Total</b>									\$

Week: \_\_\_\_\_ Campground \_\_\_\_\_ Space # \_\_\_\_\_

	Date	State	License #	Extra Vehicle	Zip Code	Equipment	# in Group	Passport	Amt Paid
<b>Monday</b>									
<b>Tuesday</b>									
<b>Wednesday</b>									
<b>Thursday</b>									
<b>Friday</b>									
<b>Saturday</b>									
<b>Sunday</b>									
<b>Total</b>									\$

Week: \_\_\_\_\_ Campground \_\_\_\_\_ Space # \_\_\_\_\_

	Date	State	License #	Extra Vehicle	Zip Code	Equipment	# in Group	Passport	Amt Paid
<b>Monday</b>									
<b>Tuesday</b>									
<b>Wednesday</b>									
<b>Thursday</b>									
<b>Friday</b>									
<b>Saturday</b>									
<b>Sunday</b>									
<b>Total</b>									\$

## Appendix 6: Sample Customer Comment Card

### We Need your Views on Your Camping Experience

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

\_\_\_\_\_ Campground

This campground is located on National Forest land but is operated under a special use permit issued by the USDA Forest Service. By giving a private operator this opportunity, we are able to continue services to the public that might have been curtailed under present funding restrictions.

Continuous contact is maintained between the concessionaire and the District Ranger for this campground to make sure that all public service provided is satisfactory. To augment this information, it is important for the Forest Service to have the views of you, the camper!

For that reason, we're asking that you take a moment and let us have your comments on the subjects indicated. We've tried to keep it as brief as possible, so if you want to comment on something not listed, please feel free to do so. It is important, and we appreciate your help. You are assisting us in maintaining good National Forest camping experiences in the future!

#### Your Comments

We realize that these subjects do not cover all the ground, but they seem to be the ones most people are concerned about. Please let us have your view in the spaces provided below.

#### 1. Cleanliness of campground and facilities:

---

---

#### 2. Rules about pets and enforcement:

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---

#### 3. Check-in procedures:

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---

#### 4. Safety and Security:

---

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#### 5. Campground employees—courtesy, helpfulness, knowledge:

---

---

#### 6. Availability of information:

---

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#### 7. Other things:

---

## Appendix 7: Standard Performance Evaluation Form

### Performance Appraisal Form for Concession Developed Sites

Forest: \_\_\_\_\_

Ranger District: \_\_\_\_\_

Developed Site: \_\_\_\_\_ Holder: \_\_\_\_\_

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

NOTE: Bold-faced items are nationally defined Critical Elements for performance inspection/appraisal ratings.

**A. PERMIT TERMS**

	<b>ABOVE STANDARD</b>	<b>MEETS STANDARD</b>	<b>BELOW STANDARD</b>
1. Insurance requirements met			
2. Payments timely			
3. Use reports accurate and timely			
4. Other permit items met (specify how)			

**B. OPERATION AND MAINTENANCE PLAN**

	<b>ABOVE STANDARD</b>	<b>MEETS STANDARD</b>	<b>BELOW STANDARD</b>
1. O&M Plan complete and properly submitted			
2. G/T fee off-set plan submitted in a timely manner			
3. G/T off-set projects completed to standard			
4. Pre- and post-season ops & maintenance performed to standard and timely manner			

**C. CUSTOMER SERVICE (this evaluation criteria is related to MM standards)**

	<b>ABOVE STANDARD</b>	<b>MEETS STANDARD</b>	<b>BELOW STANDARD</b>
1. Good PR maintained with forest visitors			
2. Good comments received from visitors			
3. Fees & services provided and represented			
4. Visitor compliance with FS regulations obtained			

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D. MEANINGFUL MEASURES

<b>Health and Cleanliness</b>	<b>ABOVE STANDARD</b>	<b>MEETS STANDARD</b>	<b>BELOW STANDARD</b>
1. Humans free from exposure to human waste			
2. Water and sewer treatment systems meet w/all state and FS standards.			
3. Garbage does not exceed container capacities.			
4. Garbage containers are animal resistant.			
5. Sites are free of litter & animal refuse.			
6. Graffiti is removed within 48 hours of discovery.			
7. "Pack In/Out" message is posted where used and accumulated trash is removed within 24 hours of discovery.			
8. Toilets and garbage locations are free of objectionable odors.			
9. All other facilities are kept clean.			
<b>Setting</b>			
1. Effects from recreation use that conflicts with environmental laws are analyzed and mitigated			
2. Recreation opportunities and site management are consistent with ROS objectives.			
3. Landscape character at all sites is consistent with Forest Scenic Integrity Objective(s).			
4. Existing vegetation management plan(s) are adhered to and vegetation loss or erosion caused by recreation use is corrected or prevented.			
5. Numbers of people & vehicles is kept below site capacity.			
<b>Safety and Security</b>			
1. Safety inspections completed annually. Documented high risk conditions are corrected prior to use.			
2. High-risk conditions that develop during the season are mitigated, or site is closed.			
3. Employees have dependable communications.			
4. Activities prohibited under 36 CFR 261.14, sub-part A are dealt with appropriately.			
5. Utility systems meet applicable state and local regulations.			
<b>Responsiveness</b>			
1. Facilities, when designed as accessible, meet guidelines in UAOR: A Design Guide.			
2. All site entrances are well marked, easily found, and visitors feel welcome.			
3. Info boards look fresh, professional, are uncluttered and contain appropriate info. Multi-lingual services are provided as needed.			

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<b>Responsiveness</b>	<b>ABOVE STANDARD</b>	<b>MEETS STANDARD</b>	<b>BELOW STANDARD</b>
4. All personnel demonstrate good customer services practices.			
<b>Condition of Facilities</b>			
1. All restrooms are functional and in good repair.			
2. All facilities, including parking and use sites, meet FS design standards and guidelines in UAOR: A Design Guide, per the transition plan.			
3. All structures and facilities meet the INFRA-STRUCTURE definition for good condition.			
4. Signs & bulletin boards are well maintained and meet FS standards.			
5. Roads are treated to control dust.			
6. Vandalism is corrected or mitigated within 1 week of discovery.			

Comments and/or corrective actions pertaining to specific items listed above (for this inspection/appraisal(s):

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---

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

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(Continue on a separate sheet of paper if desired)

### **Performance Inspection/Appraisal(s)**

#### **Overall Rating System**

Nationally, only three performance inspection/appraisal ratings are possible for developed site concession administration. These are: 1) "Above Standard", 2) "Meets Standard" and 3) "Below Standard". These three ratings have been established to provide national consistency and definition for the concession inspection/appraisal rating system. As the Authorized Officer, you may develop additional site-specific rating criteria to assist you in further defining and reaching these three ratings but only these three specific ratings can be used to describe your written rating that is given to the holder. You must also have any additional site-specific rating information presented either as a part of the prospectus or as agreed to with the holder if that criteria is developed after the permit has been authorized.

1. If any Critical Element is rated as "Below Standard", the best possible overall rating is "Below Standard".

With receiving a rating of "Below Standard" for any Critical Element(s), the holder should be given written notice regarding which of the Critical Element(s) did not achieve the "Meets Standard". The performance concerning the Critical Element(s) has to be corrected immediately. Depending on the Critical Element, the permit may be either immediately suspended (i.e. no insurance policy) or the permit administrator may allow continued use but with that Critical Element not available for public use (i.e. a bad water sample).

2. If more than three non-critical elements are rated "Unacceptable," the best possible overall rating is "Below Standard".

With receiving a rating of "Below Standard" for any non-critical element(s), the holder should be given written notice regarding which of the non-critical element(s) did not achieve the "Meets Standard". The performance for these non-critical elements has to be improved prior to the next rating period, which will be defined by the permit administrator. The holder must be issued a written notice for the Opportunity to Take Corrective Action as stipulated in Section VI (B) of the Special-Use Permit (FS-2700-4h (8-02)) by the Authorized Officer or designated permit administrator. This is the required first step towards any suspension and/or revocation of use for all or portions of the permitted use.

3. If any of the elements are found to exceed "Meets Standard", then you must set the rating at "Above Standard".

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

Signatures:

\_\_\_\_\_  
Holder or Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Forest Service Representative

\_\_\_\_\_  
Date

## **Appendix 8: FSM 2342.1, Exhibit 01, Law Enforcement in Concession Campgrounds**

### **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, and 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, and 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 the 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.

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Where a concessionaire has established rules of use, there is no authority for a State or local 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.

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. The Forest Service personnel should continue to enforce all Federal laws and regulations relating to the 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 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 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 restrictions contained in the order that applies elsewhere. For

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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 only enforce 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, and 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: Sample Annual Operating Plan & Holder MRR Plan**

### **Sample Annual Operating Plan Outline Annual Operating Plan and Holder Maintenance, Reconditioning, or Renovation (MRR) Plan**

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 applicant provided information to rate the proposal against the "Proposed Operating Plan" evaluation criteria. The successful applicant's proposal will become part of his/her Annual Operating Plan.

The holder must meet the additional standards and requirements specified in this section for the recreation sites listed in the prospectus. Applicants are required to propose how they will meet or exceed the minimum standards described in this Appendix (10).

The permit holder, at its expense, will be required to perform holder Maintenance, Reconditioning, or Renovation under a holder (MRR) plan (FS-2700-4h, clause II.D). The holder MRR plan will describe required holder MRR and its frequency. The holder MRR plan will become part of the permit holder's annual operating plan. A sample Holder MRR plan is located after the sample operating plan in this Appendix (10).

Contact Paul Bennett, Mountaintop District Recreation Officer, at (909)382-2819, for further information

## **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. Customer Service
4. Operations
  - 4a. Water Systems
  - 4b. Interference with Normal Use of Recreation Sites
  - 4c. Standards for Site Facility Cleaning and Maintenance
    - 4c1. All Facilities
    - 4c2. Toilets
    - 4c3. Tables
    - 4c4. Fire Rings and Grills
    - 4c5. Grounds
    - 4c6. Roads and Trails
    - 4c7. Barriers (parking, road, etc.)
    - 4c8. Water Hydrants
    - 4c9. Trash Receptacles
    - 4c10. Signs, Bulletin Boards, and Fee Stations
5. Safety
  - 5a. Safety Inspection
  - 5b. High Risk Conditions
  - 5c. Removal of Hazardous Objects
  - 5d. Identification and Removal of Hazardous Trees
6. Signs and Posters
  - 6a. Entrance Sign
  - 6b. Title VI Compliance
7. Holder Advertising
8. Fire Prevention
9. Road and Trail Maintenance
10. Law Enforcement and Security
11. Communication Systems
12. Herbicides and Pesticides
13. Recycling
14. Interpretive Programs
15. Additional Revenue-Producing Sales, Services, and/or Fees

## **1. Operating Season:**

The minimum season is described in the prospectus under Section I Site Descriptions and Revenue Data.

*Additional times of operation, both full and partial, may be offered.*

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.

State and Federal laws governing employment, wages, worker safety, etc. must be met. 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 legal aliens.

## **2. Staffing**

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

A representative(s) who will serve as the liaison(s) between the Holder and the Forest Service and have full authority to act on the terms of the special use permit must be designated. 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.

*Historically, allow one to four host sites per campground.*

*State in the proposal the position title and area(s) of responsibility.*

### **2b. Personnel**

*Provide an organization chart showing each position. Provide a narrative description of each position shown on the organization chart including the title of the position, duties, and indicating full or part time employment.*

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

*Describe training to be provided to each position listed on your organization chart.*

### **2d. Employee Conduct**

*Provide your company's employee conduct policy.*

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

Employees must wear neat, clean, and professional attire that identifies them as concessionaire employee including a name tag with concessionaire's identify. The official Forest Service uniform, Forest Service volunteer uniform, and components may not be used.

*Describe in detail attire for all employee positions.*

Vehicles must be clean, quiet, and well maintained with professional quality sign containing the concessionaire's name displayed on each side of vehicle used.

*Describe in detail vehicles used.*

## **3. Customer Service:**

Customers and the visiting public will be responded to in a professional manner to contribute towards a safe and enjoyable experience on the National Forest. A customer service comment card system must be provided. The customer service comment card contained in Appendix 6 may be proposed.

*Describe a customer service comment and provide a comment card system.*

## **4. Operations:**

The Holder will be responsible for all tasks associated with the daily operation and maintenance of the for Barton Flats Complex permits.

### **4a. Water Systems**

Most of the sites included in this offering have potable water systems. It is the holder's responsibility to operate and maintain the water systems, and have the capability to turn off and reopen the system for maintenance purposes. The Forest Service will provide instruction on turning off and reopening of the water system.

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 the State of California Department of Public Health and Forest Service Regulations. If current laws and regulations change and it becomes necessary to perform additional or different tests, the holder shall be responsible for compliance and associated costs. (See Forest Service 2700-4h, Clause V.B. and FS 2700-4h Appendix F).

*Describe a process to operate, inspect, test, and maintain the water systems addressing the standards above.*

#### **4b. Interference with Normal Use of Recreation Sites**

Operation, maintenance, and cleaning of grounds and facilities can interfere with the recreational use of the areas by the visiting public.

*Describe measures to limit inconvenience and disruption of use by the public.*

#### **4c. Standards for Site Facility Cleaning and Maintenance**

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

*Describe how the following ten items (4c1 – 4c10.) will be indentified and accomplished.*

##### **4c1. All Facilities**

Facilities are maintained free of graffiti.

Facilities are clean and well maintained.

Numbers of visitors and vehicles do not exceed site capacity.

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

Utility systems meet applicable state and local regulations.

Facilities, when signed as accessible, meet guidelines in Universal Access to Outdoor Recreation: A Design Guide.

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.

##### **4c2. Toilets**

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

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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.

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

#### **4c3. 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.

#### **4c4. Fire Rings and Grills**

Fire rings shall be free of litter, ashes, and unburned material before used by a new user.

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.

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

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

#### **4c5. Grounds**

Developed sites shall be free of litter and domestic animal waste.

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

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 trimmed on a regular basis to maintain a comfortable and inviting environment.

#### **4c6. Roads and Trails**

Roads within or adjacent to developed sites are treated and maintained to control dust.

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

#### **4c7. Barriers (parking, road, etc.)**

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

#### **4c8. Water Hydrants**

Water hydrants meet state and federal standards.

Maintain functional gravel sumps.

Each hydrant must be posted with a sign that says “No washing dishes, bathing, washing hair or hands, or cleaning fish”, or a similar message.

#### **4c9. Trash Receptacles**

Garbage does not exceed the capacity of the garbage containers.

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.

#### **4c10. 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, site markers, and fee stations are well maintained, neatly arranged, and meet Forest Service signage standards.

### **5. Safety**

The safety and health of all persons is of the up most importance.

*Provide a safety and health plan to address both an annual all encompassing safety and health inspection and a continuing safety and health monitoring program that addresses the following five areas of concern:*

#### **5a. Safety Inspections**

An annual all encompassing safety and health inspection will be performed prior to

the high use season. This inspection will document all safety and health problems discovered, note corrective action to be taken, and document completion of corrective actions or mitigating measures. Additionally, continuing attention will be made to new situations presenting a safety or health concern during the operating season. These discoveries, corrective actions or mitigating measures taken will be documented in writing.

#### **5b. High Risk Conditions**

High risk conditions may develop, such as but not limited to the following: weather, environmental, and facility conditions, domestic unrest, etc. It is the holder's responsibility to plan for and react responsibly.

#### **5c. Removal of Hazardous Objects**

Safety hazards, such as but not limited to unsafe branches, tripping hazards, unstable walking surfaces, etc. shall be identified and corrected.

#### **5d. Identification and Removal of Hazardous Trees**

The holder is responsible for identifying, monitoring, and removing all hazard trees throughout the year, subject to Forest Service review. In addition, a hazard inspection will be conducted immediately after any major weather event (i.e., hurricanes, tornadoes, ice storms). After securing approval from the Forest Service, the permit holder is required to remove hazard trees and associated slash. The Annual Operating Plan will address the appropriate disposal methods. The Forest Service will advise the permit holder, as needed, in regards to hazard tree identification and removal.

Forest Service approval is required prior to cutting or pruning of any trees.

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.

All stumps from hazard tree removal shall be flush cut to the ground level in order to reduce tripping hazards.

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.

#### **5e. Safety Training for Employees**

The holder is responsible to provide on-going safety training to ensure a safe work environment and inform employees about working safely and recognizing unsafe conditions.

## **6. Signs and Posters**

All signs and posters must be maintained in good condition (neat, clean, not faded or torn). Replacement of standard Forest Service signs is the responsibility of the Forest Service. Homemade signs or posters are not allowed. Additional signs should be reviewed by the authorized officer as to location, design, size, color, and content.

***Describe proposed signing as it relates to both Holder and Forest Service provided signs.***

### **6a. Entrance Signs**

A sign stating that the recreation area is under permit from the U.S. Forest Service and including the name of the permit holder must be posted on the entrance board of all sites. The sign must include contact information for both the permit holder and Forest Service.

### **6b. Title VI Compliance**

The holder is required to post and maintain the *And Justice for All* poster and “Welcome to Your National Forests...” poster (Unicor P23-43) as furnished by the Forest Service.

## **7. Holder Advertising**

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 San Bernardino National Forest shall be made readily apparent in all advertising and signing.

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

***Describe proposed media for advertising.***

## **8. Fire Prevention**

***Provide a fire prevention plan that addresses, at a minimum:***

- How the applicant will prevent wildfires and structure fires
- Reporting procedures and emergency response, should a fire occur
- Training and experience of employees, relative to fire

- Fire suppression/prevention tools and equipment that will be on site

## **9. Road and Trail Maintenance**

The holder is responsible for maintaining vehicular and pedestrian access in a safe and passable condition and to Forest Service standards. This responsibility includes, but not limited to, mowing road shoulders and around parking barriers for visibility; filling chuck holes with asphalt materials on paved surfaces; grading and/or controlling dust on unpaved surfaces; and erosion control through grading, ditching, or use of check dams, regardless of where needed. Grading of gravel surfaced road averages \_\_\_\_ times per year. Culverts must be kept free of debris.

*Describe a road maintenance schedule to accomplish these needs.*

## **10. Law Enforcement and Security**

Forest Service, state, and local law enforcement and the holder each have enforcement roles at concession recreation sites. In the prospectus Section II 2.O clarifies law enforcement authorities and responsibilities at concession operated recreation sites (FSM ID 2340-96-1).

*Describe how law enforcement, security and rules of use will be imposed at the recreation sites.*

## **11. Communication Systems**

The holder is required to provide a means of communication (e.g., two way radios, cellular phones, etc) between all employees, the Forest Service, the National Recreation Reservation System, and emergency response agencies. The use of radio frequencies and equipment owned by Forest Service will not be authorized.

*Describe how communications will be complete, timely, and accurate between all affected interests.*

## **12. Herbicides and Pesticides**

Herbicides and pesticides may not be used without prior written approval from the Forest Service. 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.)

*Describe intentions to use specific products.*

## **13. Recycling**

Recycling of all materials is encouraged.

***Describe a recycling program to include all types of materials, receptacles, handling, removal, etc.***

#### **14. Interpretive Programs (Optional Service)**

Interpretive presentations may address natural and cultural resources, fisheries and wildlife, fire management, water resources, or other topics relative to the National Forest and its management. Interpretive services can take the form of campfire programs, guided walks, brochures, children's activities, displays, or other similar items.

The holder has discretion whether to charge or not for interpretive programs they provide. The holder may subcontract the provision of interpretive services with other organizations such as museums, historical societies and may charge the public to cover any expense incurred.

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.

***Describe a proposed interpretive services plan to include frequency, content and objectives of the programs, who will give the programs and their qualifications, if the public is charged, how much, and fee basis.***

#### **15. Additional Revenue-Producing Sales, Services, and/or Fees**

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

The following is a list of approved sales:

- ❖ sale of firewood
- ❖ guided interpretive tours and programs

## SAMPLE HOLDER MRR PLAN

Applicants should include their proposed holder maintenance, reconditioning and renovation plan in their operating plan of their application package. Following this type of holder maintenance schedule should prove useful to the holder in order to meet performance evaluation criteria and minimum standards. NOTE: The holder maintenance tasks listed below is an all inclusive list of the tasks needed to maintain and recondition a recreation site. These maintenance requirements will be included in the Annual Operating Plan. Standards for these requirements will be provided by the FS.

### ALL DEVELOPED SITES

MAINTENANCE ITEM	FREQUENCY	REMARKS
Pick up litter within site boundaries	Daily	Remove all litter observed on the grounds. Particular attention shall be given to the removal of all observed glass, bottles, cans and similar objects that might cause injury to site visitors. Do not perform litter removal in an occupied campsite. Pick up litter in and around streams running through or adjacent to sites.
Paint entrance signs, shields and frames	Prior to July 1st, annually	Forest Service approved materials; frames may have to be watersealed instead of painted
Remove graffiti	As needed	Remove graffiti within 48 hours of discovery or notification
All ground steel/concrete firepits will be maintained in good condition	Prior to opening, annually	Concrete firepits will have smooth finish with minor surface exfoliation or cracking evident. Internal grill will be securely fastened
Patch rodent and bird holes in wood restrooms, repair/replace screens	As needed, prior to opening, annually	Forest Service approved materials and standards
Maintain all posters in like-new condition on bulletin boards	Prior to opening and as needed during season	Posters will not be curled, 'dog-eared', rippled or faded; temporary or press-on signs will be in good condition and professional in appearance; permittee will be responsible for providing posters; Forest Service will provide source; posters will be uniformly spaced on the bulletin boards, not grouped in one corner
Return all displaced picnic tables to appropriate locations at all locations, anchor if necessary	Prior to July 1, and within 1 week of observed	After securing approval by authorized FS personnel, picnic tables will be cabled or chained in place by the leg or brace. Cables or chains will be of sufficient size to require a bolt cutter or similar tool for cutting. The cable or chain will be connected to a buried anchor that may be concrete, block or steel post or like material. No wood anchors shall be used. Anchors will be placed so they are not a tripping hazard or otherwise cause injury; tables will have all 4 legs in contact with the ground; no legs will be propped up with rocks or other objects
Raise picnic tables that have sunken into ground due to snow load	Prior to OPENING, annually	All tables seating should be at appropriate height

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<b>MAINTENANCE ITEM</b>	<b>FREQUENCY</b>	<b>REMARKS</b>
All campsite markers will be straight with numbers clearly visible from roadway	Prior to July 1, annually; within 1 week of observance	Forest Service standards; Carsonite posts with reflectorized letters or numbers, or equivalent; posts and lettering will be in good physical condition
Replace all metal signs (particularly, No Parking') when they fade	Prior to opening, annually ; within 1 week of observance	All metal signs shall be legible and clearly visible at all times. The signs will be replaced when sunlight or other environmental factors has caused the numbers or letterings to appear weathered, discolored or bleached.
Maintain recycling programs for aluminum, plastic and glass in each designated facility for entire use season	From opening date	Forest Service standards; recycling facility area will be clearly identified with an upright sign and each bin or can will be clearly marked for recycling; bins and cans will be emptied before overflowing; facilities will be located in high traffic pattern areas to encourage use.
Wash all non-contract garbage cans	Prior to opening and when needed	Forest Service standards
Remove hazard trees	Prior to opening and as needed during season	Forest Service standards and guidelines as defined in the San Bernardino N.F. Hazard Reduction Policy, which will be made a part of the operation plan
Rake around fireplaces and pedestal barbecues	Prior to opening	Rake needles away from all fire units for 5 feet in all directions
Clean out inlets, outlets and inside of culvert pipes	At end of season, and prior to opening, if needed	Forest Service standards; material removed will be placed in an area outside the stream environment zone.
Sweep all areas of roads, parking lots and paved camp spurs	Prior to opening; remove all cones, branches and debris during season	Forest Service standards; material will not be piled; material will be scattered; cones and limbs will be kept off roadways and walkways for public safety
Cut back all vegetation sufficient to permit visibility to vehicles on roadway and allow vehicles use of the entire road	Prior to opening and as needed during season	All shrubs, limbs and brush will be trimmed back to a distance no less than six inches (6') from the edge of all roadways and spurs.
Maintain all restroom doors in operating condition	Paint 1/2 of all restroom doors at each facility each year, on a rotating basis; repair or replace parts as needed	Interior and exterior of entry door; Forest Service standards and approved materials; surfaces to be painted shall be free of dust, dirt, scale or any other substance which may interfere with the adhesion of the specified coat; this may require sanding and smoothing; Forest Service approved paint at full strength; must be able to close and lock doors at all times; facilities shall not be out of service longer than 5 days

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<b>MAINTENANCE ITEM</b>	<b>FREQUENCY</b>	<b>REMARKS</b>
Maintain restroom skylights and Plexiglas roofs	Prior to opening; throughout season	Remove any pine needles, debris, rocks or light blocking material; care must be taken to avoid scratching surface when material is removed; paint overspray shall be removed
Maintain restroom roofs	Prior to opening; as needed during season	Make sure pine needles are removed before season starts, and buildups do not occur during season To prevent structural damage; buildings must be leak proof at all times.
Replace burned-out lights at all facilities and restrooms	Within 2 days of burning out	Replacement lights will be within fixture tolerances and Forest Service standards
Pump toilet vaults when 3/4 full	As needed, end of season	Vaults may need to be pumped at end and beginning of season due to accumulation of water from snowmelt
Paint interior and exterior of restroom buildings, touch up paint when necessary	Rotating basis. Each building painted once every 3 years	Interior and Exterior; Forest Service standards and approved materials; surfaces to be painted shall be free of dust, dirt, scale or any other substance which may interfere with the adhesion of the specified coat; this may require sanding and smoothing; Forest Service approved paint at full strength
Paint trash bins, food lockers, recycling centers, and gates	As needed	Forest Service Standards and approved materials; surfaces to be painted shall be free of dust, dirt, scale or any other substance which may interfere with the adhesion of the specified coat; this may require sanding and smoothing; Forest Service approved paint at full strength
Paint roadway signs and arrows	Prior to July 1, annually	All symbols shall be in conformance with the 'Standard Alphabets for Highway Signs and Pavement Markings' available from the Federal Highway Administration (ref. Manual on Uniform Traffic Control Devices). Arrows shall be 12' wide at the base; the wings shall extend 10' from the outside edge of the base at a point 24' up from the bottom of the base; and the arrow portion shall extend 24' from the point where the wings start. A high pressure air hose shall be used to clean the pavement immediately prior to painting. An approved white traffic paint shall be used to paint signs and arrows.
Paint wood picnic tables	Rotating basis. Each table painted once every 3 years	Forest Service Standards and approved materials; surfaces to be painted shall be free of dust, dirt, scale or any other substance which may interfere with the adhesion of the specified coat; this may require sanding and smoothing; Forest Service approved paint at full strength

**Appendix 10: FS-2700-4h, Special-Use Permit for  
Campground and Related Granger-Thye Concessions,  
and FS-2700-4h, Appendix-F Operation of Federally  
Owned Drinking Water Systems**

Authorization ID: #AUTH\_ID#  
Contact ID: #HOLDER\_ID#  
Use Code: #USE\_CODE#  
Expiration Date: #EXPIRATION\_DATE#

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)**

#HOLDER\_NAME#, #HOLDER\_ADD\_LINE\_1#, #HOLDER\_ADD\_LINE\_2#,  
#HOLDER\_ADD\_LINE\_3#, #HOLDER\_CITY#, #HOLDER\_STATE# #HOLDER\_ZIP#  
#HOLDER\_NAME# (the holder) is hereby authorized to use and occupy National Forest System lands,  
subject to the conditions below, on the National Forest.  
#PURPOSE#

**FACILITY LEGAL DESCRIPTION ACRES DISTRICTS**

THIS permit covers #USE\_ACRES# acres or #USE\_MILES# miles, 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) <Add any other appendices as needed or  
delete highlighted text>, 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, 2014, 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.

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**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 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

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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 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.

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**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, 111.1, 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 attorneys fees), and other costs in connection therewith.

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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 holders 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 holders 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.

**USER NOTES FOR CLAUSE III.I**

**Select the appropriate clause III.I below, in accordance with the type of insurance and holder.**

**Selection Item 1: For policies with separate limits of coverage for personal injury or death and third party property damage, use the following clauses III.I, III.I.1, and III.I.2.**

**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:

\$ for injury or death to one person,

\$ for injury or death to more than one person, and

\$ for third-party property damage.

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**2. Property.** The holder shall have in force property insurance for in 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 to 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 holders 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 holders 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 holders operations. The use and storage of normal campground maintenance items in nominal amounts would generally not trigger financial assurance requirements.

**Selection Item 2: For policies with combined single limits of coverage for personal injury or death and third-party property damage, use the following clauses III.I, III.I.1, and III.I.2.**

**If the prospective holder is a state or one of its political subdivisions that has statutory or constitutional authorities limiting its liability or obligation to indemnify, the authorized officer shall prepare a risk assessment to determine the potential for loss to the United States from personal injury, death, or property damage caused by the prospective holder's use and occupancy. If the authorized officer determines based on the risk assessment that the potential for personal injury, death, or property damage caused by the prospective holder's use and occupancy exceeds the limitations on the liability or indemnification obligation of the state or its political subdivision, the prospective holder shall, as a precondition to issuance of this permit, procure insurance under the terms of clause 111.1 of this permit in the amount determined in the risk assessment that exceeds the liability or indemnification limitation of the state or political subdivision.**

**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 \$ **#LIAB INS AMOUNT#** as a combined single limit per occurrence.

**2. Property.** The holder shall have in force property insurance for in 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 holders 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 holders 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 holders operations. The use and storage of normal campground maintenance items in nominal amounts would generally not trigger financial assurance requirements.

**Selection Item 3. If the prospective holder is a federal agency, use the following clause III.I.**

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**I. DAMAGE TO NATIONAL FOREST INTERESTS, PROPERTY, OR RESOURCES.** As an agency of the United States, the holder is limited by federal law as to the assumption of liability for its acts or omissions. The holder agrees, within its legal limitations and limitations of appropriations, to be responsible for all damages arising from injury to persons or property associated with the use and occupancy authorized by this permit. The holder further agrees, to the extent legally permissible, to use its appropriations and resources as required to pay any claims and to repair damage to the land within the permit area. This provision is intended to shield the appropriations of the Forest Service from any burdens, other than administrative costs, which may arise in connection with the use and occupancy authorized by this permit.

**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 #PERF\_BOND\_AMOUNT#. 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 . 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

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(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.

**USER NOTES FOR CLAUSE IV.C.2**

Select one of the following two clauses based on the total estimated annual permit fee.

**Selection Item 1: Select the following clause where the estimated annual permit fee is less than \$10,000. Revise the payment due dates if the operating season is other than mid-May to mid September. However, payments must be made at least quarterly. Each payment is due in advance of use.**

**2. Subsequent Payments.** The holder shall report sales, calculate fees due, and make payment in two installments, on , and on .

**Selection Item 2: Select the following clause where the estimated annual permit fee is more than \$10,000.**

**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.

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**2. Income Statements.** No later than 90 days after the close of the holders fiscal year, the holder shall submit to the authorized officer a statement of income reporting the results of the holders 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.

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**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 holders 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,

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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

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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.

**USER NOTE FOR CLAUSE V.G.**

<Delete instructions and non-applicable clauses prior to printing>

**Add the clauses below when consenting to store hazardous materials.**

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.

*Prospectus for Campground and Related Granger-Thye Concessions  
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**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 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.

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**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 holders 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.

#INSERT TERM HERE#

*Prospectus for Campground and Related Granger-Thye Concessions  
San Bernardino National Forest*

<<Use this signature page for individual(s) and all non-corporate entities. Ensure all user notes are deleted prior to printing>>

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

HOLDER: U.S. DEPARTMENT OF AGRICULTURE

Forest Service

By: By:

(Title) (Authorized Officer)

Date: Date: ,

**[Attach annual operating plan, annual Granger-Thye fee offset agreement, holder maintenance and reconditioning plan, recreation site maps, facility and improvement inventory, "Operation of Federally Owned Drinking Water Systems," and any other appendices.]**

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.

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.

*Prospectus for Campground and Related Granger-Thye Concessions  
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<<Use this signature block for corporations.>>

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

Date: CORPORATE NAME:

(CORPORATE SEAL)

By:

(Vice) President

ATTEST:

(Assistant) Secretary

The following certificate shall be executed by the Secretary or Assistant Secretary of the corporation:

I, certify that I am the Secretary of the corporation that executed this permit; that , who signed this permit on behalf of was then of that corporation; that I know his/her signature; that his/her signature on this permit is genuine; and that this permit was signed, sealed, and attested to on behalf of by authority of its board of directors.

(CORPORATE SEAL)

(Assistant) Secretary

U.S. DEPARTMENT OF AGRICULTURE

Forest Service

By:

(Authorized Officer)

Date:

**[Attach annual operating plan, annual Granger-Thye fee offset agreement, holder maintenance and reconditioning plan, recreation site maps, facility and improvement inventory, "Operation of Federally Owned Drinking Water Systems," and any other appendices.]**

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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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.

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**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:

**H. 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).

## Appendix 11: Sample FS-2700-4h, Appendix B, Granger-Thye Fee Offset Agreement

FS-2700-4h  
USDA Forest Service

Appendix B, G-T Fee Offset Work  
OMB No. 0596-0082

Authorization ID

Contact ID

Expiration

**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.

*Prospectus for Campground and Related Granger-Thye Concessions  
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Description of Project	Due Date	Estimated cost	Completion Date	Actual Cost
[itemize projects]				

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

\_\_\_\_\_  
**Date**

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

\_\_\_\_\_  
**Date**

**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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To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). 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.

## Appendix 12: Sample Indirect Cost Reimbursement Letter

File 2720 Date: July 11, 2002  
Code:  
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.

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San Bernardino National Forest*

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/ DAVID G. HOLLAND

/S/ TAMARA L. HANAN

DAVID G. HOLLAND  
Director, Recreation,  
Heritage, and  
Wilderness Resources

TAMARA L. HANAN  
Director, Financial Policy  
and Analysis

**Appendix 13: Sample Form FS-2700-4h, Appendix G, Granger-Thye Fee Offset Certification**

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].

**DIRECT GT COSTS**

Salaries and Wages \$

Materials and Supplies \$

Subcontracts \$

Other (specify) \$

Sum of Direct GT Costs \$

INDIRECT COSTS ([ ]% x Direct GT costs) \$

TOTAL GT COST CLAIM FOR PROJECT \$

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

Name of Certifying Official

Title of Certifying Official

### **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 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.**

## Appendix 14: Sample Collection Agreement for Granger-Thye Fee Offset Work

Agreement Number \_\_\_\_\_

Cooperator Tax ID # \_\_\_\_\_

**Collection Agreement  
between  
USDA Forest Service,  
Region 5, San Bernardino and the (Permit Holders Name)**

This COLLECTION AGREEMENT is hereby entered into by and between the USDA Forest Service, Region 5, Inyo National Forest, hereinafter referred to as the Forest Service (FS), and the **Permit Holders NAME**, hereinafter referred to as the **Permit Holders NAME** under the provisions of the Section 5 of the Granger-Thye Act, 16 U.S.C. 572.

A. PURPOSE: **Explain what the parties wish to accomplish and include a statement that begins: The purpose of this Collection Agreement is to (purpose...)**

B. FOREST SERVICE SHALL:

**(Explain the work to be performed by the FS either force-account or procurement. The tasks should be listed as specific as possible.)**

1. Deposit all cash funds received under the terms of this Agreement to a Forest Service Cooperative Work Fund to be used for the purpose for which contributed, including related overhead expenses.
2. Upon receipt of payment from the holder, perform the Government Maintenance, Reconditioning, Revocation and Improvements (MRRI) projects listed in this agreement (Reference attached Granger-Thye Fee Offset Agreement).
3. Contributions authorized for use by the FS, which are not spent or obligated for project(s) approved under this instrument, will be refunded to the cooperator authorized for use for new projects by the cooperative.

C. **PERMIT HOLDERS NAME** SHALL:

**(Explain the unilateral actions or responsibilities of the contributor; for example if the funds are to be received by the Forest Service on an advance or reimbursement basis, where the funds should be sent and so forth...)**

1. Make advance payments, in accordance with the permit, in amounts sufficient to cover the total cost of performing the Government MRRI work listed in this agreement, including overhead as determined by the FS up to XX percent of project costs.

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2. Pursuant to the Debt Collection Improvement Act of 1996, as amended by P.L. 104-134, furnish their tax identification number upon execution of this instrument. Cooperator also agrees that notice of the Forest Service's intent to use such number for purposes of collecting and reporting on any delinquent amounts arising out of such person's relationship with Government, has here by been given.

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

1. **TAXPAYER IDENTIFICATION NUMBER. (Mandatory)** The cooperator shall furnish their tax identification number upon execution of this instrument.

2. **FREEDOM OF INFORMATION ACT (FOIA). (Mandatory)** Any information furnished to the Forest Service under this instrument is subject to the Freedom of Information Act (5 U.S.C. 552).

3. **MODIFICATION. (Mandatory)** 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 all parties, prior to any changes being performed.

The Forest Service is not obligated to fund any changes not properly approved in advance.

4. **REFUNDS. (Mandatory)** Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this instrument, will be refunded to the cooperator or authorized for use for new projects by the cooperator and approved by the Forest Service.

5. **PROPERTY IMPROVEMENTS. (Mandatory)** Improvements placed on National Forest System land at the direction of either of the 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. No part of this instrument 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.

6. **LEGAL AUTHORITY. (Mandatory)** The cooperator has the legal authority to enter into this instrument, and the institutional, managerial and financial capability (including funds sufficient to pay nonfederal share of project costs) to ensure proper planning, management, and completion of the project.

7. **PARTICIPATION IN SIMILAR ACTIVITIES. (Mandatory)** 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.

*Prospectus for Campground and Related Granger-Thye Concessions  
San Bernardino National Forest*

8. COMMENCEMENT/EXPIRATION DATE. **(Mandatory)** The instrument is executed as of the date of the last signature and is effective through (Expiration date must be 5 years or less) at which time it will expire unless extended.

9. TERMINATION. **(Mandatory)** (Check 1509.11, Chapter 72, there is more to this provision. Also, when refunds are required by statute, add the following sentence: **Excess fund shall be refunded within 60 days after the effective period.**)

Any of the parties, in writing, may terminate the instrument in whole, or in part, at any time before the date of expiration.

Neither party shall incur any new obligations for the terminated portion of the instrument after the effective date and shall cancel as many obligations as possible. Full credit shall be allowed for each Party's expenses and all non-cancelable obligations properly incurred up to the effective date of termination.

Forest Service Project Contact	Cooperator Project Contact
Name:	Name:
Address:	Address:
Address 2:	Address 2:
State & Zip Code:	State & Zip Code:
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

Forest Service Administrative Contact	Cooperator Administrative Contact
Name:	Name:
Address:	Address:
Address 2:	Address 2:
State & Zip Code:	State & Zip Code:
Phone:	Phone:
FAX:	FAX:
E-Mail:	E-Mail:

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**Choice ONE clause between number 11 and 12:**

**11. ADVANCE BILLING (1). (Mandatory) (Describe how the billings will be made, but always in a manner where deposits will be made by the cooperator prior to work being performed in any phase of the project. This is mandatory unless exempted under FSH 1509.11, section 33.22(c).)**

Bill the cooperator prior to commencement of work for deposits sufficient to cover the estimated costs (including overhead) for the specific payment period. Overhead will be assessed at the rate of        %.

Billings shall be sent to:

Name:

Address:

State, Zip Code:

Area Code and Phone Number:

**12. REIMBURSABLE BILLING (2). (Mandatory) (Mandatory when a collection agreement is issued under the Cooperative Funds Act.)**

Bill the cooperator Enter appropriate one: quarterly, semi-quarterly, or lump-sum, for funds sufficient to cover the costs for the specific payment period. All reimbursement billing shall be completed within the same fiscal year as Forest Service expenditures. Insert one of the following statements on overhead charges: Overhead at the rate of **NUMBER** % will be assessed, or Overhead will not be assessed.

Billings shall be sent to:

Name:

Address:

State, Zip Code:

Area Code and Phone Number:

**Keep with either clause:**

If payment is not received by the date specified on the Form FS-6500-89, Bill of Collection, the Forest Service shall exercise its rights regarding the collection of debts owed the United States.

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**If a payment bond is required, add the following sentence:**

This includes conditions specified in associated payment bonds guaranteeing such payments.

**13. PAYMENT BOND REQUIREMENT. (Mandatory) (Mandatory when the collection agreement is over \$25,000 or more in the form of reimbursable payments under the Cooperative Funds Act and the cooperator is other than a State or local government.)**

Cooperator shall furnish and maintain a payment bond acceptable to the Forest Service in the amount of \$ **AMOUNT** before any work commences under this agreement.

**14. ENDORSEMENT. (Mandatory)** Any cooperator contributions made under this instrument do not by direct reference or implication convey Forest Service endorsement of the cooperator's products or activities.

**15. FOREST SERVICE LIABILITY. (Mandatory)** The Forest Service shall not be liable to the depositor or landowner for any damage incident to the performance of this agreement.

_____ Name of Signatory Name of Organization	_____ Date
--	---------------

_____ USDA, Forest Service Jody Noiron Forest Supervisor San Bernardino National Forest	_____ Date
---	---------------

Forest Service Use:

Job Code: \_\_\_\_\_

**(Attach a financial plan as the final document incorporated into the agreement. The financial plan may be developed in different formats but, at a minimum, shall include a detailed break-down of total direct and indirect costs.)**

## **Appendix 15: Sample Business Plan**

# **A Business Plan**

Pacific Southwest Region  
of the  
USDA Forest Service



*Prospectus for Campground and Related Granger-Thye Concessions  
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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 specific 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 estimate 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 you three or four key competitors and explain why you think 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 lies.

Area of Comparison	You	A	Competitors		
			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 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 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 you 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 various costs it takes to open your doors for business. Some of these will be one-time expenditures, whereas others will occur every year.

<b>Item</b>	<b>Cost</b>
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:

- Fill in the cash amounts to be invested by the various owners or shareholders.
- Fill in the market value of noncash assets to be invested by the various owners or shareholders. Examples include equipment, vehicles, and buildings.
- Fill in the bank loans to your business, both short-term (one year or less) and long-term.
- Fill in the amounts of loans secured by your personal assets (for example, your home).
- Fill in any Small Business Administration loans from any other sources.
- Fill in the amounts of cash used to buy various assets in the Uses of Financing section.
- Fill in the noncash assets contributed by the owner (use the same amounts listed in Sources of Financing).
- 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!
- 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 operating 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:

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

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 San Bernardino National Forest

**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
		Oct	Nov	Dec	Jan	Feb	Mar	April	May	June	July	Aug	Sept	TOTAL
1														
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	Total = New Balance													

**Start-Up Balance Sheet**

---

Balance sheets are designed to show 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**

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

Footnotes:

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

<b>Net Worth or Owners Equity</b>	<b>\$ _____</b>
(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.

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 San Bernardino National Forest

**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

## **Part V: Appendices**

### **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**

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

#### **Disadvantages**

- Unlimited liability (owner legally liable for all debts, claims and judgments).
- Difficulty in raising additional funds.
- No one to share the management burden.
- 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**

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

### **Disadvantages**

- Unlimited financial liability for all general partners (some partners' personal debts can even be charged to the business).
- Difficulty if raising outside capital.
- Divided authority.
- 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).
- Difficult to find suitable (compatible) partners.
- 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

- 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.).
- Easier to bring in additional capital.
- Ownership is transferable.
- Company has continuous, perpetual existence.
- Possible tax advantages (seek adequate advice from a tax professional).
- Gives you more sense of permanence, thus more "weight," in the business world.

### "S" Corporation Disadvantages

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

### **“S” Corporation Advantages**

- Filing a Subchapter Selection with the Internal Revenue Service allows you to be taxed on your corporate profits through your personal tax return.
- You still maintain the limited liability of a corporation.
- 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**

- 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).
- 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**

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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)**

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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.

## **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. SBDC's 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's 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 SBDC's 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 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**

Note: This listing is limited to SBDC offices located near the San Bernardino-Riverside 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

**Tri-County SBDC Program – LEAD CENTER**  
California State University Fullerton  
800 North State College Blvd., LH640  
Fullerton, CA 93827-3599  
Phone: (714) 278-2719  
[www.leadsgbdc.org](http://www.leadsgbdc.org)

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**Inland Empire SBDC**

1201 Research Park Dr., Ste. 100  
Riverside, CA 92507  
Phone: (909) 781-2345

[www.iesbdc.org](http://www.iesbdc.org)

Serving Riverside and San Bernardino Counties

**Orange County SBDC at Rancho Santiago College**

2323 North Broadway, Suite 201  
Santa Ana, CA 92706  
Phone: (714) 564-5200

[www.ocsbdc.com](http://www.ocsbdc.com)

Serving Orange County

**TriTech SBDC**

2 Park Place, Ste. 100  
Irvine, CA 92614  
(949) 794-7229

[www.tritechsuccess.org](http://www.tritechsuccess.org)

**Appendix 16: Financial Forms FS6500 24, Financial  
Statement**

See pages 148 through 152



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PART A. BALANCE SHEET		CURRENT YEAR (MO/DA/YR)		PAST YEAR (MO/DA/YR)		THIRD YEAR (MO/DA/YR)	
YEAR ENDED							
<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>							

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LIABILITIES AND OWNER EQUITY	CURRENT YEAR	PAST YEAR	THIRD YEAR
<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 _____			

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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.			
<b>PART D (1). CERTIFICATION FOR CORPORATIONS OR PARTNERSHIPS</b>			
We, the undersigned, general officers (or members) of _____ (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 _____ 2_____.			
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 _____ (Month/Year).			(Affix Notary Seal)
SIGNATURE	TITLE		
<b>PART D (2). CERTIFICATION FOR INDIVIDUALS</b>			
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 _____ (Month/Year)			(Affix Notary Seal)
SIGNATURE	TITLE		

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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, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (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 toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). 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.

U.S. GPO: 1996-720-508

**Appendix 17: Financial Forms FS6500 25, Request for  
Verification**

See page 154

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## Form FS-6500-25, Request for Verification

<b>US DEPARTMENT OF AGRICULTURE, FOREST SERVICE</b>	FS-6500-25 (v.05/09) OMB No. 0596-0082 Exp. (10/31/2012)
<b>REQUEST FOR VERIFICATION</b>	
(Reference FSH 6509.18)	

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)
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### 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? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, fill Item 7.		10. Is the account less than 2 months old? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, fill in Item 11.										
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th>TYPES OF LOANS</th> <th>MONTHLY PYMT.</th> <th>PRESENT BALANCE</th> </tr> <tr> <td>Secured</td> <td></td> <td></td> </tr> <tr> <td>Unsecured</td> <td></td> <td></td> </tr> </table>	TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE	Secured			Unsecured			11. Date account was opened:	12. Payment Experience: <input type="checkbox"/> Favorable <input type="checkbox"/> Unfavorable If unfavorable, please explain in remarks.	
TYPES OF LOANS	MONTHLY PYMT.	PRESENT BALANCE										
Secured												
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 THROUGH 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, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (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 toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

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**Appendix 18: Potential Government Maintenance, Reconditioning, Renovation, and Improvement Projects**

**Barton Flats Complex**

Site	Quantity	Estimated Costs	Completion Date
<b>Lobo Group Campground</b>			
New flush toilet building w/showers	1	\$93,000	Permit Term
<b>Oso Group Campground</b>			
New Septic System	1	\$70,000	Permit Term
New flush toilet building w/showers	1	\$93,000	Permit Term
<b>Barton Flats Family Campground</b>			
Replace Water Hydrants	17	\$22,100	Permit Term
Seal Coat Paved Surfaces	1	\$25,000	Permit Term

<b>San Gorgonio Family Campground</b>			
Replace Water Hydrants	17	\$22,100	Permit Term
Seal Coat Paved Surfaces	1	\$25,000	Permit Term
<b>Heart Bar Family Campground</b>			
Seal Coat Paved Surfaces	1	\$40,000	Permit Term