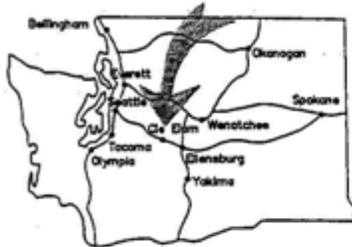
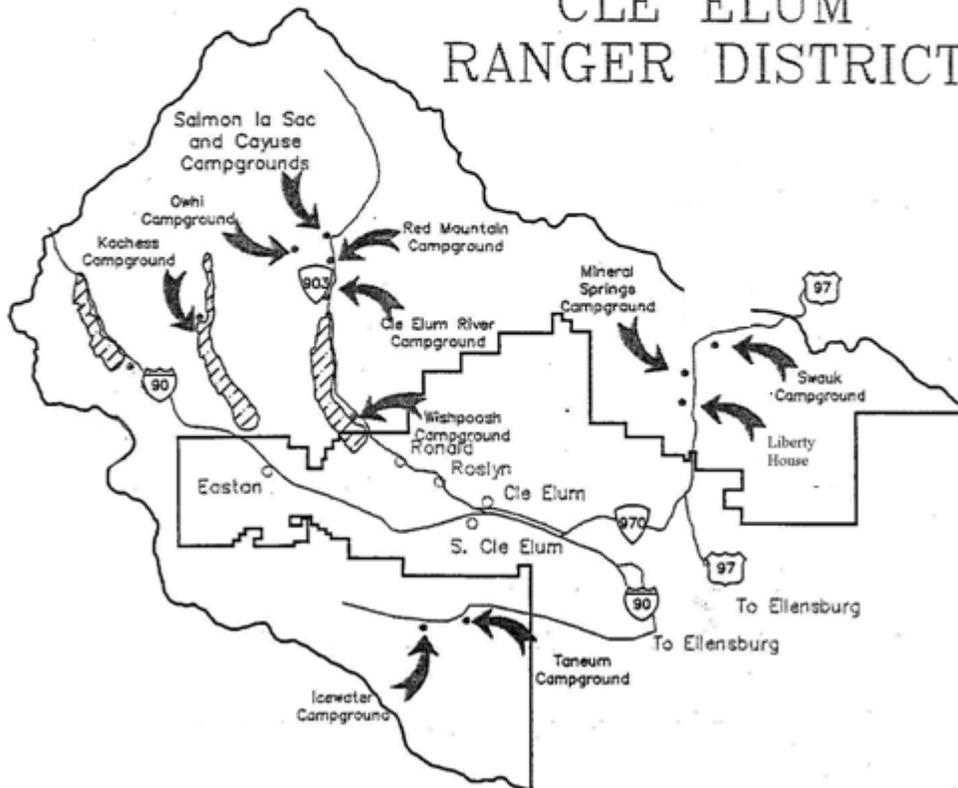


Appendix 1

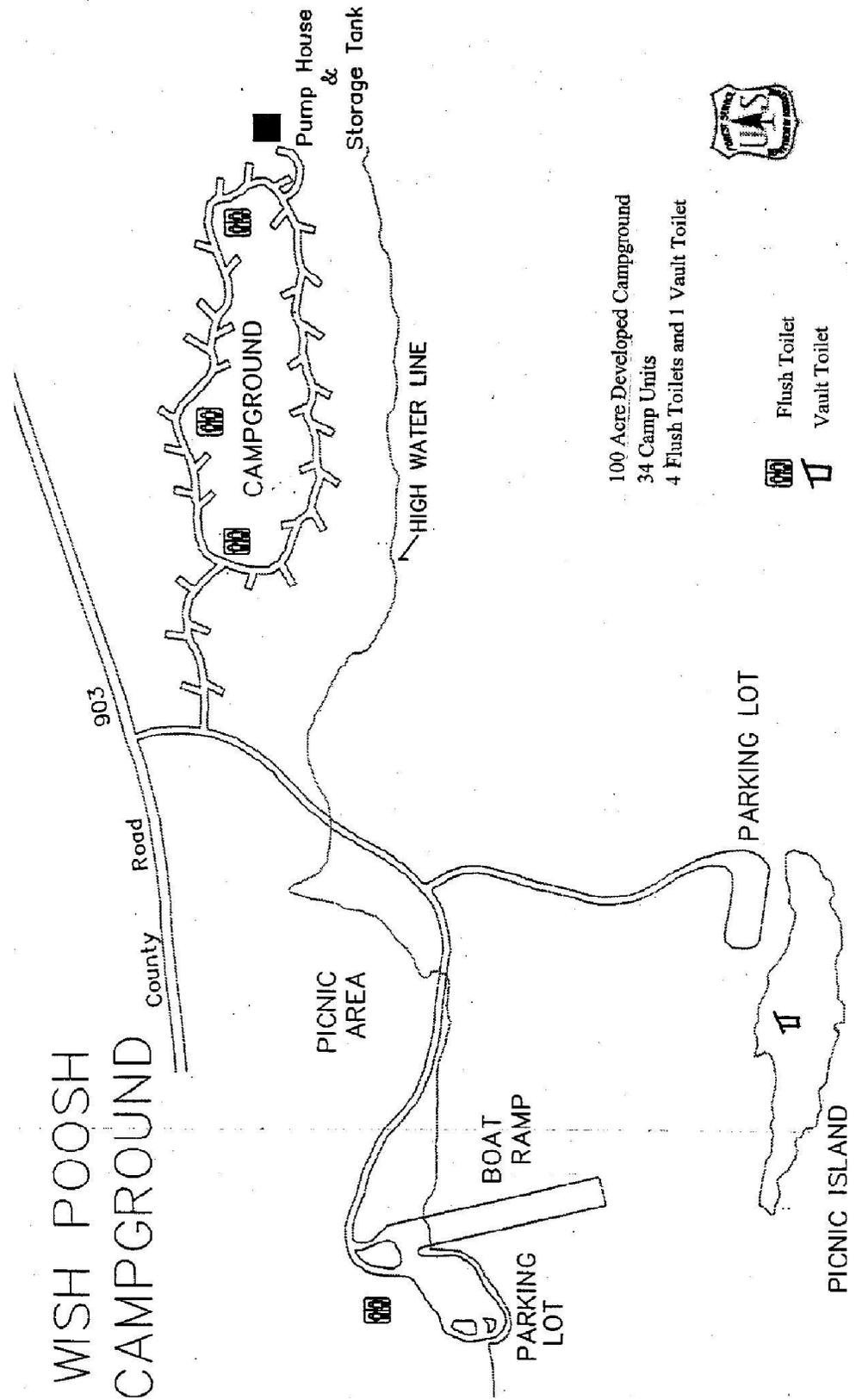
VICINITY  
MAP



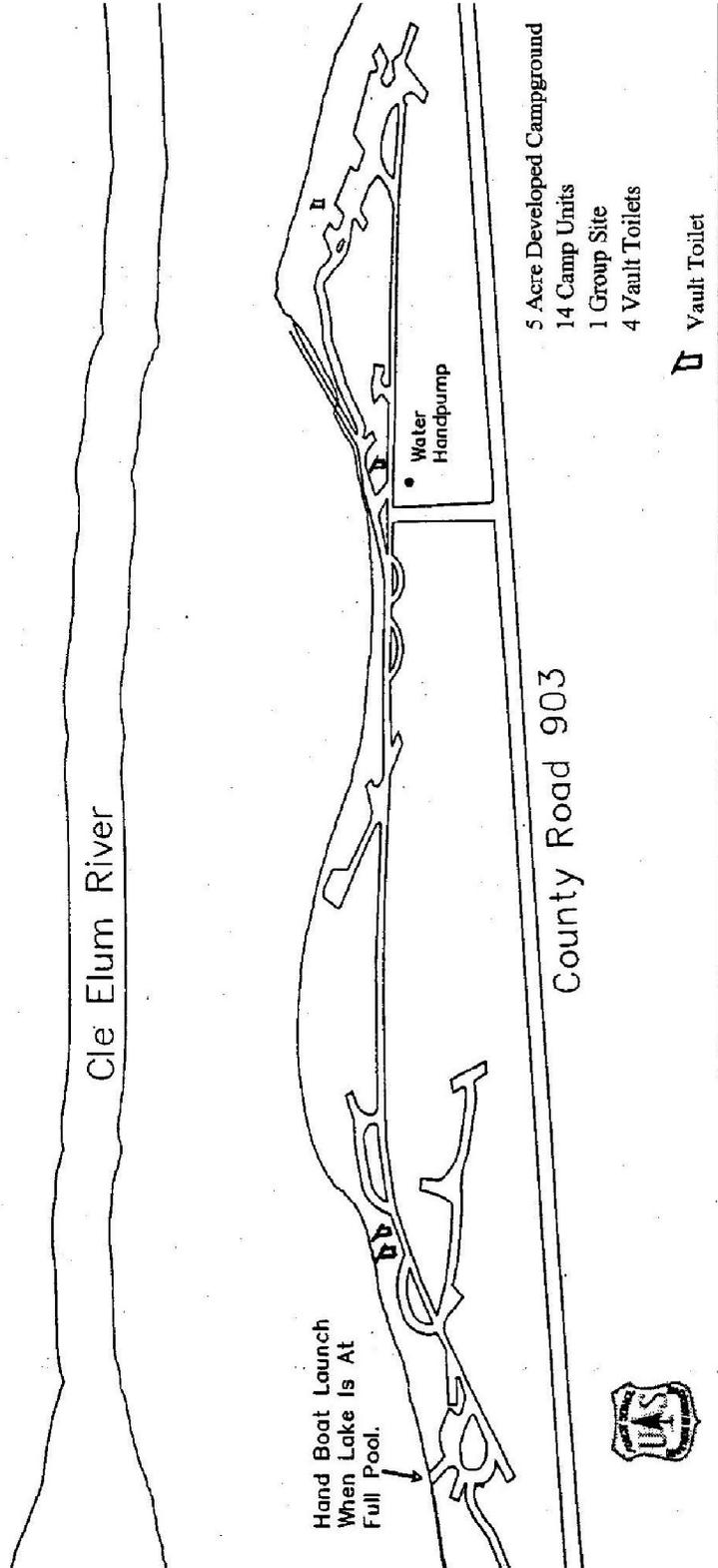
CLE ELUM  
RANGER DISTRICT



## **Appendix 2: Campground Maps**



# Cle Elum River Campground



# ICEWATER CAMPGROUND

To Ellensburg  
20 Mi.  
or Cle Elum  
21 Mi.

FS Road 3300

Bike  
Bridges

Geoweb  
Ford

Trail  
Vault Toilet

22 Acre Developed Campground  
15 Camp Units  
2 Vault Toilets

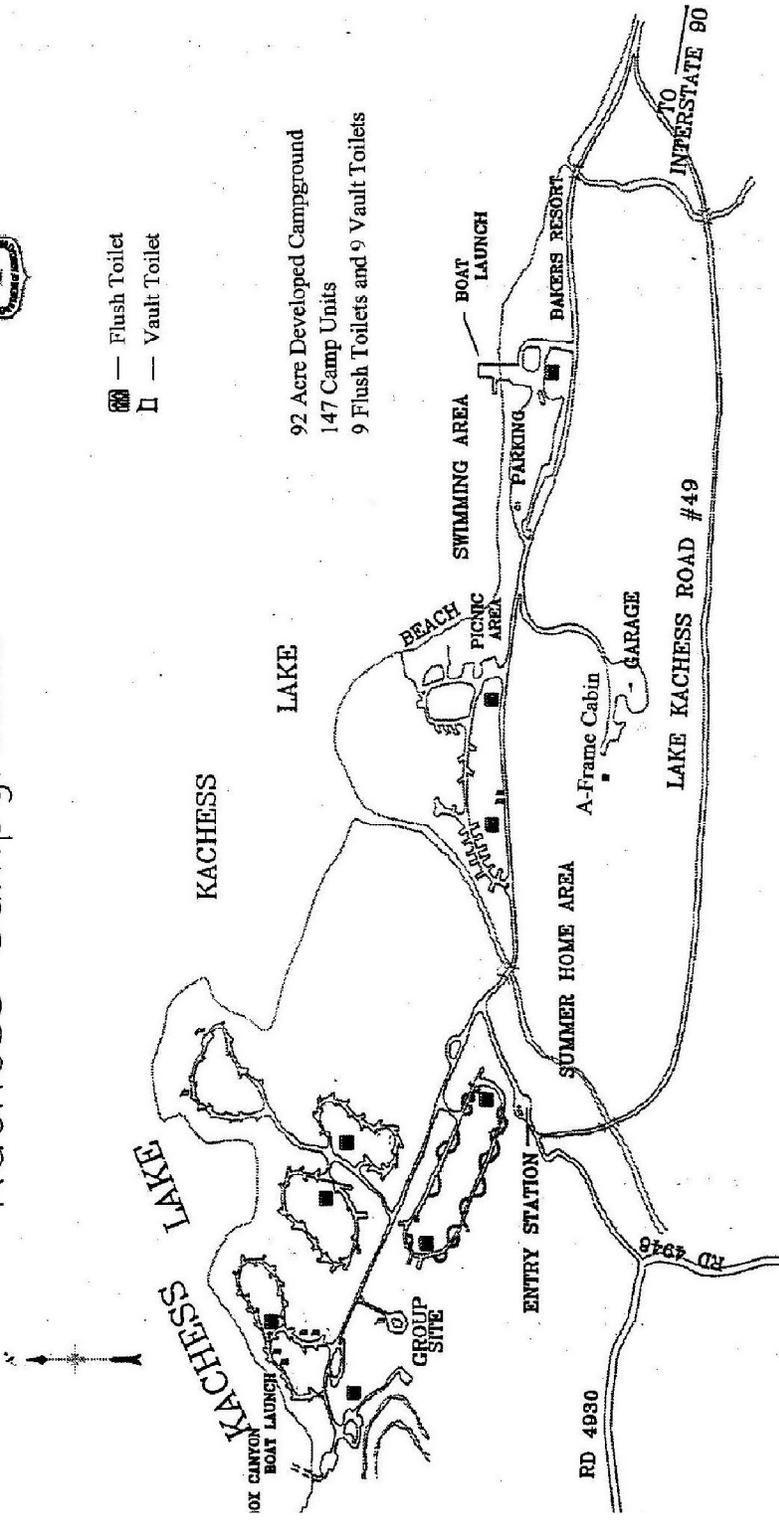




# Kachess Campground

- Flush Toilet
- — Vault Toilet

92 Acre Developed Campground  
147 Camp Units  
9 Flush Toilets and 9 Vault Toilets

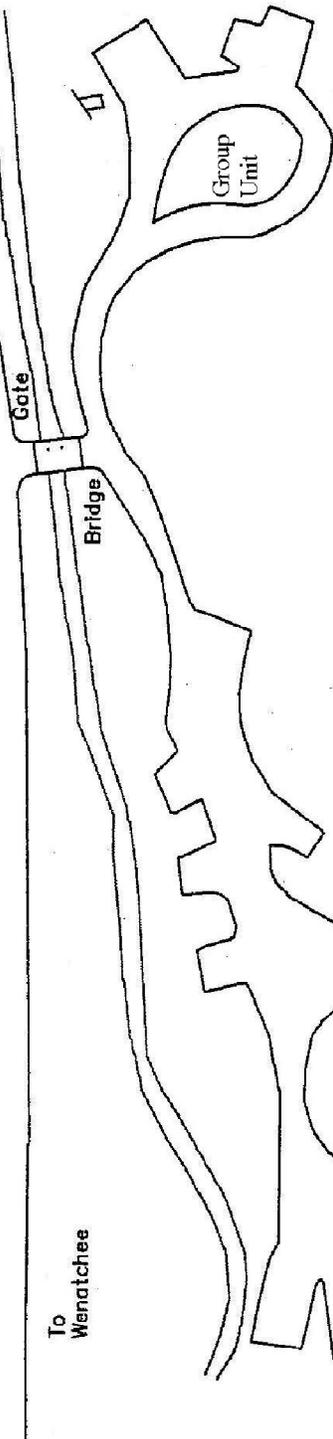


# Mineral Springs Campground

To Ellensburg  
24 Mi.  
or Cle Elum  
21 Mi.

Mineral Springs  
Resort

To  
Wenatchee



Vault Toilet

- 6 Acre campground area
- 8 Camp units
- 1 Group unit (or 4 camp units)
- 2 Vault Toilets



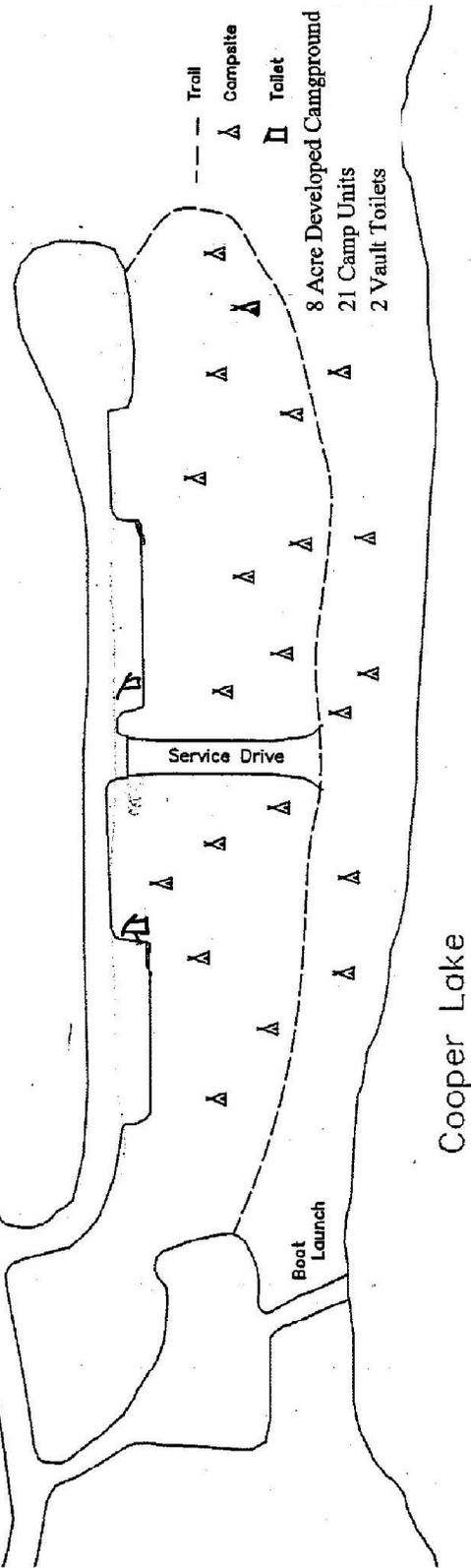


# Owhi Campground

6 Miles  
Hwy 903

FS Rd. #4616

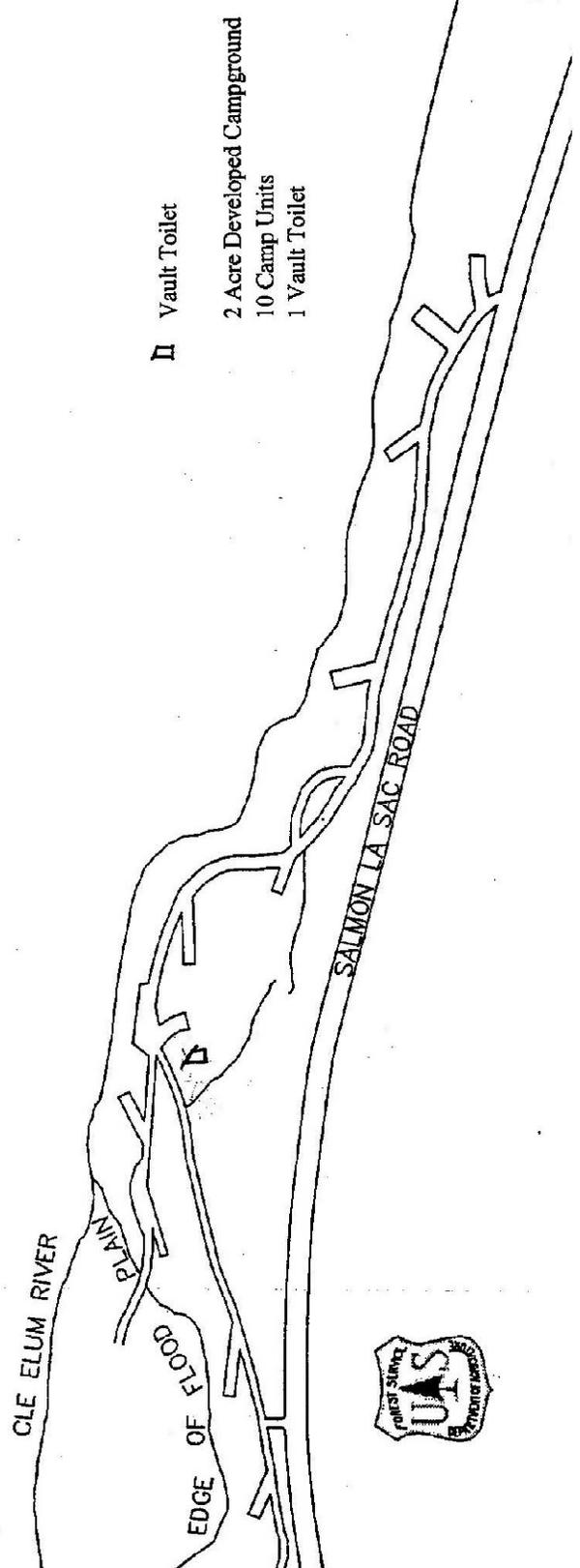
0.5 Miles  
Pete Lake Trailhead

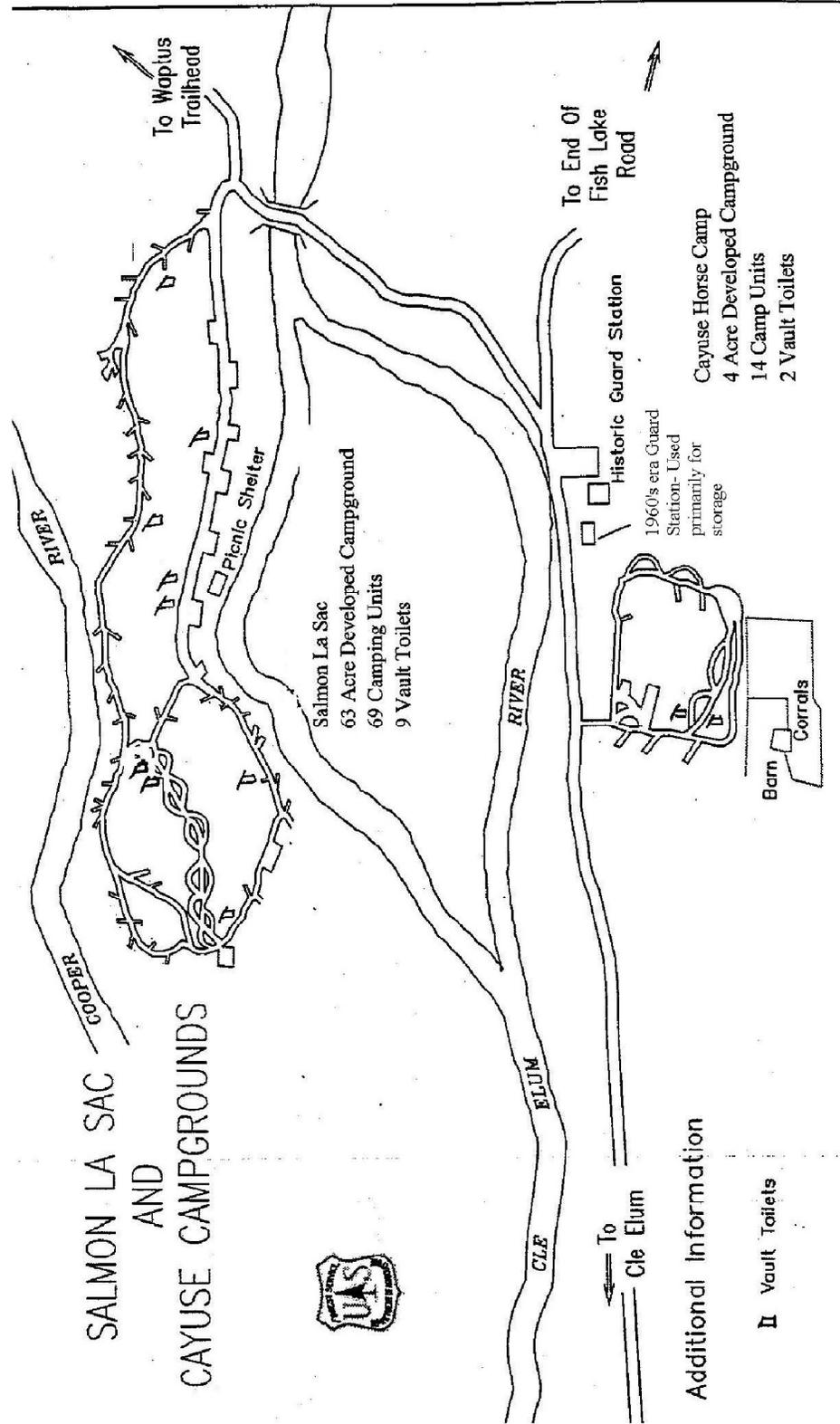


8 Acre Developed Campground  
21 Camp Units  
2 Vault Toilets

Cooper Lake

# RED MOUNTAIN CAMPGROUND

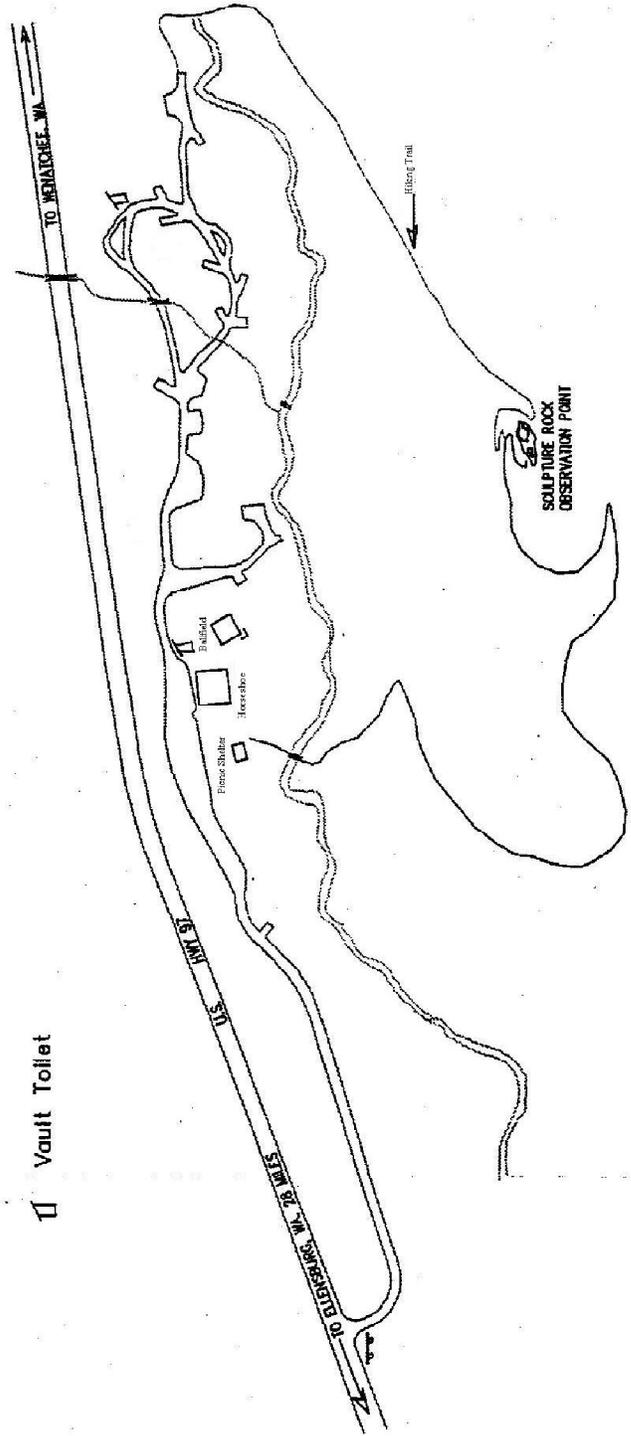




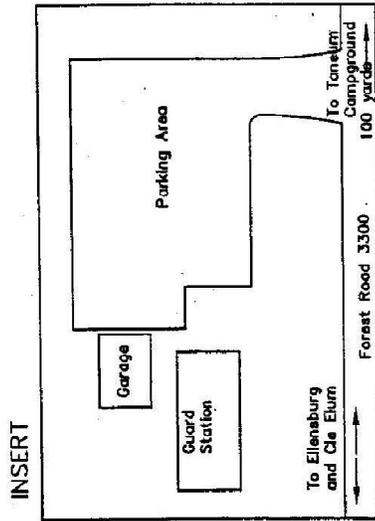
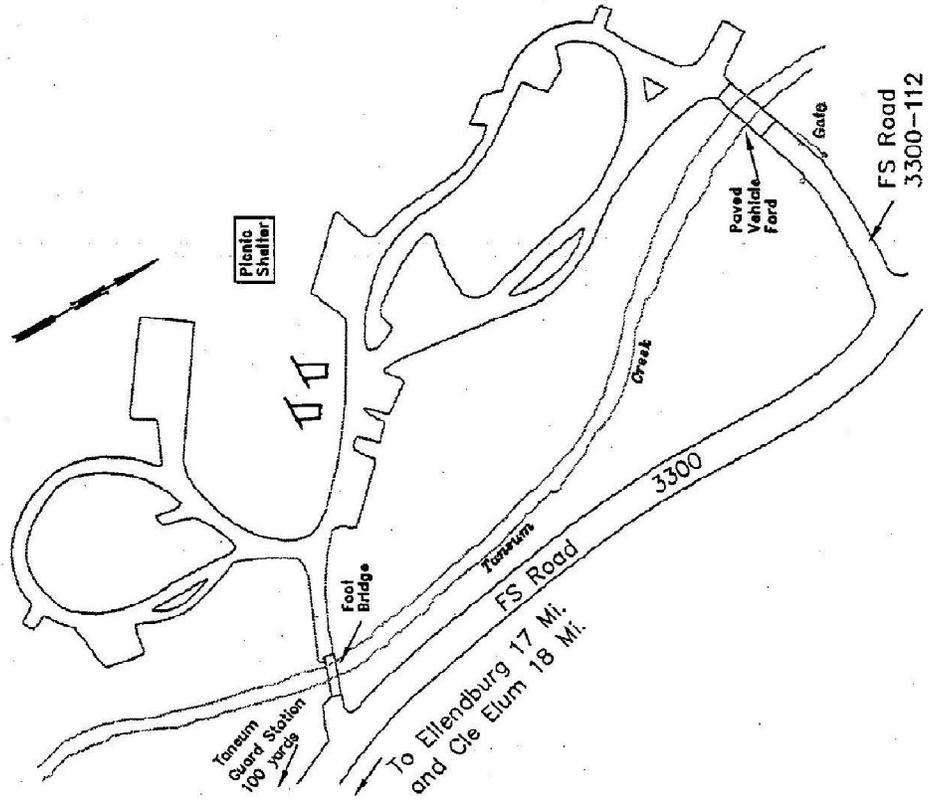
# SWAUK CAMPGROUND



- 13 Acre Developed Campground
- 21 Camp Units
- 2 Vault Toilets



# TANEUM CAMPGROUND



□ Vault Toilet

- 8 Acre Developed Campground
- 13 Units
- 2 Vault Toilet



**Appendix 3:**

**Inventory of Government-Furnished Property**

**CLE ELUM RIVER GROUP**

**Wish Poosh Campground**

Item	Type	Quantity	Units	Remarks
Sign, Entrance	Fiberglass	1	ea	Double sided/ rock base
Sign, Entrance	Fiberglass	1	ea	Single side @ Day Use Area
Fee Station Tube	Steel	2	ea	
Information Board	Wood	6	ea	
Sign, Message Board	Wood	1	ea	
Sign	Misc	54	ea	Alum = 22 Wood= 9 Fiberglass= 12 Plastic= 8 Carsonites= 3
Gate	Wood	3 / 16 1/14	ea/ft ea/ft	To pump house
Toilet, Vault	Concrete	1	ea	Single CXT
Toilet, Flush	Wood	4	ea	2-Lg @ 28'x 13.3 & 22'x 9.5' 2-Sm @ 11.8' x 7.33'
Storage Tank, Water	30,000	1	gal	
Water Hydrant	on wood post	12	ea	
Water Distribution Line		8200	lin ft	
Well/Pump/Pump House		1	ea	
Septic Tank and Field		4	ea	
Waste Water Sump		9	ea	
Power Transformers		3	ea	
Electrical Line		5300	lin ft	
Overhead Security Lights		3	ea	
Pathway	Gravel	2	ea	85'x4' & 170'x4'
Pathway	Natural	2795	lin ft	Island/Boat Launch Area
Stairway	Cement Slabs	160	lin ft	@ Boat Launch
Bollards/Traffic Barriers	Wood/Log/Rock	8300	ft	
Road	Paved	2720	lin ft	Double Lane
Road	Paved	3030	lin ft	Single Lane
Road	Gravel	1210	lin ft	Double Lane
Road	Gravel	450	lin ft	Single Lane (to pump house)
Boat Launch	Cement	31,800	sq ft	3 lanes, 530'x 60'
Parking Lot	Paved	36,400	sq ft	Boat Parking 260'x 140' 31 spots @ 40 ft long
Parking Lot	Gravel	16,000	sq ft	Parking for Island (Day Use?)
Spurs	Paved	34	ea	
Fire Rings/Grills	Steel	34	ea	L Shape
Table	Wood <10ft	35	ea	Cement base
Table	Wood >10ft	9	ea	Cement base
Benches`	Wood	4	ea	On the Island
Site Markers	Carsonites	34	ea	
Host Site	Fire ring/table	1	ea	Site 22, new septic tank = 1000-1200 gallons Electric hook up
Camp Unit, Single		29	ea	
Camp Unit, Double		5	ea	

**Cle Elum River Campground**

Item	Type	Quantity	Units	Remarks
Sign, Entrance	Fiberglass	1	ea	Double sided/ wood base
Fee Station Tube	Steel	1	ea	
Information Board	Wood	3	ea	
Sign, Message Board	Wood	1	ea	
Sign	Misc	9	ea	Alum= 4 Wood= 5
Gate	Wood	1/20.5 2/16	ea/ft ea/ft	Group Site Gate Block Old Roads
Gate	Steel	2/17	ea/ft	Entrance
Toilet, Vault	Concrete	3	ea	Single CXTs
Toilet, Vault	Wood	1	ea	Sm
Well and Hand Pump		1	ea	
Bollards/Traffic Barriers	Wood/Log/Rock	4500	ft	
Road	Gravel	2780	lin ft	Single Lane
Road	Paved	185	lin ft	Double Lane
Hand Boat Launch	Gravel	2000	sq ft	50' x 40'
Spurs	Gravel	24	ea	4 Pull Through 10 @ Group Site
Pathway	Gravel	120	lin ft	To CXTs
Fire Rings/Grills	Steel	23	ea	L Shape = 16 Round = 7
Table	Wood <10ft	26	ea	Cement base
Benches	Wood	3	ea	Group Campfire Area
Site Markers	Carsonites	14	ea	
Host Site	Fire ring/table	1	ea	@ entrance
Camp Unit, Single		8	ea	
Camp Unit, Double		6	ea	

**Red Mountain Campground**

Item	Type	Quantity	Units	Remarks
Sign, Entrance	Fiberglass	1	ea	
Fee Station Tube	Steel	1	ea	
Information Board	Wood	3	ea	
Toilet, Vault	Concrete	1	ea	Single CXT
Fire Rings/Grills	Steel	11	ea	L Shape
Tables	Wood <10ft	13	ea	Cement Base
Sign	Misc	5	ea	Alum= 2 Wood= 3
Bollards/Traffic Barriers	Logs/Rock	500	lin ft	
Road	Gravel	2680	lin ft.	
Spurs	Gravel	10	ea	
Parking Lot (Picnic Area)	Gravel	1	ea	85' x 30'
Site Markers	Carsonites	10	ea	
Camp Units, Single		10	ea	

**Owhi Campground**

Item	Type	Quantity	Units	Remarks
Sign, Entrance	Fiberglass	1	ea	Wood Base
Fee Station Tube	Steel	1	ea	
Information Board	Wood	3	ea	
Sign	Misc	13	ea	Alum = 7 Plastic = 2

				Wood = 3    Fiberg.= 1
Gate	Wood	1/19	ea/ft	
Toilet, Vault	Concrete	2	ea	Single CXT
Bollards/Traffic Barriers	Rock	40	ft	Around CXTs
Road	Gravel	1800	lin ft	Single Lane
Parking Lot	Gravel	27,775	sq ft	5 parking lots
Boat Launch	Unsurfaced	100	lin ft	Non-Motorized Boats
Pathway Trails	Natural	2560	lin ft	Trails to campsites and boat launch
Fire Rings/Grills	Steel	21	ea	= L Shape
Table	Wood <10ft	18	ea	
Table	Wood >10ft	4	ea	
Benches`	Wood		ea	
Site Markers	Carsonites	21	ea	
Host Site	Fire ring/table		ea	
Camp Unit, Single		21	ea	

### **Cayuse Horse Campground**

Item	Type	Quantity	Units	Remarks
Sign, Entrance	Wood	1	ea	Double sided/ rock base
Fee Station Tube	Steel	1	ea	
Information Board	Wood	1	ea	
Sign, Message Board	Wood	1	ea	
Sign	Misc	10	ea	Alum = 5    Plastic = 0 Wood = 4    Fiberg.= 1
Gate	Steel	1 / 17	ea/ft	
Gate	Wood	1 / 14	ea/ft	
Toilet, Vault	Concrete	2	ea	Single CXT & Double CXT
Hand Pump/Well		1	ea	
Pathway	Gravel	3' x 70'	ft	by toilet
Fire Rings/Grills	Steel	14	ea	
Table	Wood <10ft	15	ea	
Table	Recycled Plastic <10ft	1	ea	
Traffic Barriers	Log/Rock	2080	ft	
Bollards	Wood	305	ea	approx
Road	Gravel	2497	lin ft	
Spurs	Gravel	14	ea	
Parking Lot (Entrance)	Paved	1	ea	75' x 65'
Site Markers	Fiberglass	14	ea	
Horse Corral	Metal Post	13,500	sq ft	13 units
Tack Shed	Wood	1	ea	26' x 23'
Trough		2	ea	
Hitching Rail	Wood	6	ea	
Manure Deposit Site	Concrete	1	ea	18' x 22' x 44"
Storage Shed	Concrete	1	ea	8' x 10'
Host Site	Fire ring/table	1	ea	septic tank/ drain field
Camp Unit, Single		11	ea	
Camp Unit, Double		3	ea	

### **Salmon La Sac Campground**

Item	Type	Quantity	Units	Remarks
Sign, Entrance	Fiberglass	1	ea	Rock Base
Fee Station Tube	Steel	3	ea	

Kiosk Information Board	Wood/	3	ea	2 @ 13'w x 12'h (metal roof) 1 @ 5.5' x 13'
Sign	Misc	26	ea	Alum = 11 Wood= 15
Gate	Steel	2 / 17	ea/ft	Entrance Gate
Toilet, Vault	Concrete	4	ea	Single CXT
Toilet, Vault	Concrete	5	ea	Double CXT
Storage Tank, Water	30,000		gal	
Hand Pump/Well		5	ea	
Pathway	Paved	345	lin ft	5' wide
Stairway	Cement Slabs		lin ft	
Bollards/Traffic Barriers	Wood/Log/Rock	1529	ft	
Traffic Barrier	Plastic Wheel Stop	80	ea	
Road	Paved		lin ft	Double Lane
Road	Paved	4774	lin ft	Single Lane
Culvert	Steel	1	ea	45'x 36"
Parking Lot	Paved	3375	sq ft	Picnic Area 25'x 80' 25'x 55'
Spurs	Paved	69	ea	10 Pull Throughs
Dumpster Pad	Concrete	3	ea	
Fire Rings/Grills	Steel	69	ea	L Shape = 53 Round ADA = 16
Table	Wood <10ft	80	ea	Cement Base = 54 Steel Base = 24 Wood Base = 2
Table	Wood >10ft	6	ea	Cement Base = 5 Wood Base = 1
Site Markers	Carsonites	69	ea	
Host Site			ea	
Camp Unit, Single		57	ea	
Camp Unit, Double		8	ea	
Camp Unit, ADA		4	ea	

## KACHESS GROUP

### Kachess Campground

Item	Type	Quantity	Units	Remarks
Sign, Entrance	Fiberglass	1	ea	Wood Base (40"h x 60"w)
Sign, Entrance	Fiberglass	7	ea	20"h x 35"w (for each camp loop) Single Sided = 3 Double Sided = 3
Entry Station	Wood	1	ea	12.5' x 10.5' (water)
A-Frame Cabin	Wood	1	ea	
Garage/Storage	Wood	1	ea	
Fee Station Tube	Steel	7	ea	
Information Board	Wood	18	ea	
Information Board	Recycled Plastic	1	ea	
Sign, Message Board	Wood	1	ea	
Sign	Misc	77	ea	
Gate	Steel	2/15	ea/ft	Entrance
	Steel	1/15	ea/ft	Blocks Old Entrance Road
	Wood	1/18.5	ea/ft	Bear Grass Loop
Toilet, Vault	Concrete	3	ea	Single CXT
Toilet, Vault	Wood	6	ea	Sm
Toilet, Flush	Wood	9	ea	6 -Lg 3 -Sm
Storage Tank, Water	Concrete	20,000	gal	
Pump House	Wood	1	ea	8'4" x 8'4"
Propane Tanks		2	ea	
Water Hydrant	on wood post	44	ea	
Water Distribution Line		26,500	lin ft	

Septic Tank, Drain Field		13	ea	flush toilets, entry station, cabin
Pathway	Paved	150	ln ft	5' wide @ Boat Launch Flush Toilet
Pathway	Gravel	2161	sq ft	
Trailhead		1	ea	
Bollards/Traffic Barriers	Wood/Log/Rock	17,495	ft	
Road	Paved	722,304	sq ft	
Road	Gravel	300?	lin ft	To A-Frame Cabin
Boat Launch	Cement	6600	sq ft	2 lanes 30' x 220' @ Gale Creek
Hand Boat Launch	Gravel	100	lin ft	
Parking Lot	Paved	46,375	sq ft	
Parking Lot	Paved	64,775	sq ft	
Parking Lot	Gravel	7700	sq ft	Group Site
Spurs	Paved	74	ea	19 Pull Through
Spurs	Gravel	73	ea	
Fire Rings/Grills	Steel	166	ea	L Shape = 124 Round = 40 ADA = 2
Table	Wood <10ft	182	ea	Cement Base = 159 Steel Base = 17 Recycled Plastic = 6
Table	Wood >10ft	6	ea	Cement base = 6
Benches`	Wood	8	ea	Along Trail
Site Markers	Carsonites	147	ea	
Host Site			ea	Site 4, Site 87
Camp Unit, Single		119	ea	
Camp Unit, Double		28	ea	
Group Site		1	ea	Capacity = 50 people

## East Side Group

### Ice Water Campground

Item	Type	Quantity	Units	Remarks
Sign, Entrance	Wood	1	ea	Double sided/ wood base
Fee Station Tube	Steel	1	ea	
Information Board	Wood	2	ea	Side by Side
Sign	Misc	5	ea	Alum= 2 Wood= 2 Carsonite = 1
Gate	Steel		ea/ft	Entrance
Toilet, Vault	Wood	2	ea	Sm
Bollards/Traffic Barriers	Wood/Log/Rock	2140	ft	
Guard Rails	Wood	46	ea	10'long
Road	Gravel	1640	lin ft	Single Lane
Spurs	Gravel	15	ea	3 Pull Throughs
Pathway	Natural		lin ft	
Foot Bridge	Wood		ea	
Fire Rings/Grills	Steel	15	ea	L Shape = 5 Round = 10
Table	Wood <10ft	17	ea	Cement Base
Site Markers	Carsonites	15	ea	
Camp Unit, Single		12	ea	
Camp Unit, Double		3	ea	

**Tanuem Campground**

Item	Type	Quantity	Units	Remarks
Sign, Entrance	Plastic	1	ea	Wood Base, Steel Posts
Fee Station Tube	Steel	1	ea	
Information Board	Wood	4	ea	
Sign	Misc	5	ea	Wood
Gate	Steel	1/17	ea/ft	Entrance
Toilet, Vault	Concrete	2	ea	Single CXTs
Solar Powered Well Pump		1	ea	
Water Tank	Cement	7000	gallons	
Water Hydrant	On Wood Post	3	ea	
Water Distribution Line		1800	lin ft	
Bollards/Traffic Barriers	Wood/Log/Rock	2000	ft	
Road	Gravel	1585	lin ft	Single Lane
Spurs	Gravel	13	ea	
Ford Creek Crossing	Cement	1	ea	
Foot Bridge	Wood	1	ea	40' long
CCC Picnic Shelter	Wood Logs	1	ea	30' x 20' Rock Fire Place
Fire Rings/Grills	Steel	19	ea	L Shape = 13, Round = 6
Table	Wood <10ft	27	ea	Cement Base = 26, Wood Base = 1
Site Markers	Carsonites	13	ea	
Camp Unit, Single		12	ea	
Camp Unit, Double		1	ea	

**Taneum Cabin**

Item	Type	Quantity	Units	Remarks
Sign, Entrance	Wood	1	ea	
Information Board	Wood	1	ea	
Sign	Misc	5	ea	Wood
Bollards/Traffic Barriers	Rock	50	ft	
Parking	Gravel	8000	sq ft	
Garage	Wood	1	ea	
Cabin	Wood	1	ea	
Cabin Contents	1 Bed 1 Bath	1	ea	Fully Furnished

**Swauk Campground**

Item	Type	Quantity	Units	Remarks
Sign, Entrance	Fiberglass	1	ea	Double sided/ wood base
Fee Station Tube	Steel	1	ea	
Information Board	Wood	3	ea	
Sign, Message Board	Wood	1	ea	
Sign	Misc	12	ea	Alum= 3 Wood= 7 Fiberglass = 2
CCC Picnic Shelter	Wood Logs	1	ea	30' x 20' Rock Fire Place
Gate	Steel	1/17	ea/ft	Entrance
Toilet, Vault	Concrete	2	ea	Single CXTs
Toilet, Vault	Wood	3	ea	Sm (50"x 62")
Spring Box				Ground Water
Water storage tank				
Water Distribution Line		3000	lin ft	
Water Hydrant	On Wood Post	9	ea	

Bollards/Traffic Barriers	Wood/Log/Rock	2500	ft	
Road	Paved	3168	lin ft	Single Lane
Parking	Paved	28,600	sq ft	130' x 220' Picnic Area
Spurs	Paved	21	ea	2 Pull Throughs
Trailhead		1	ea	
Pathway	Natural	220	lin ft	To Foot Bridge
Foot Bridge	Wood	1	ea	25'long x 4'wide
Horseshoe Pit		4	ea	
Fire Rings/Grills	Steel	25	ea	L Shape = 16 Round = 8 Pedestal = 1
Table	Wood <10ft		ea	Cement Base = 37 Wood Base = 7
Bench	Wood	1	ea	
Site Markers	Carsonites	21	ea	
Camp Unit, Single		19	ea	
Camp Unit, Double		2	ea	

### **Mineral Springs Campground**

Item	Type	Quantity	Units	Remarks
Sign, Entrance	Fiberglass	1	ea	Double sided/ wood base
Fee Station Tube	Steel	1	ea	
Information Board	Wood	1	ea	
Sign, Message Board	Wood	1	ea	6'h x 10'w
Sign	Misc	7	ea	Alum= 2 Wood= 5
Gate	Steel	1/17 1/21	ea/ft	Entrance Group Site
Toilet, Vault	Concrete	2	ea	Single CXTs
Pump House	Wood	1	Ea	10'2"x8'4"
Water Tank	Steel	10,000	gallons	
Water Hydrant	On Wood Post	2	ea	
Water Distribution Line		3600	lin ft	
Bollards/Traffic Barriers	Wood/Log/Rock	800	ft	
Road	Gravel	2640	lin ft	Single Lane
Spurs	Gravel	12	ea	
Road Bridge		1	ea	56'long x 16'w
Fire Rings/Grills	Steel	12	ea	L Shape
Table	Wood <10ft	13	ea	Cement Base = 11 Wood Base = 3
Bench	Wood		ea	
Site Markers	Carsonites	8	ea	Sites 5-12
Host Site		1	ea	Site 7
Camp Unit, Single		8	ea	
Group Site		1	ea	Capacity people = 50

### **Liberty House**

Item	Type	Quantity	Units	Remarks
Parking	Gravel	8000	sq ft	
House	Wood	1	ea	
Wood stove		1	ea	
Cabin Contents	2 Bed 1 Bath	1	ea	Minimal furnishing
Lawn	Grass			
Fire Ring		1	ea	

## Appendix 4: Applicable Forest Orders

ORDER

FIRE REGULATIONS

USDA - FOREST SERVICE

REGION 6

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

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

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

Persons with a permit to use fireworks.

Done at Portland, Oregon, this 12<sup>th</sup> day of June 1987.

  
JAMES F. TORRENCE  
Regional Forester

This Order supersedes Regional Forester Order No. 1, dated MAY 6, 1981.

Violation of the prohibitions is punishable by a fine of not more than \$500.00 or imprisonment for not more than 6 months or both.  
Title 16 USC Section 551.

Regional Forester Order No. 1

OCCUPANCY AND USE OF NATIONAL FOREST CAMPGROUNDS AND PICNIC AREAS

WENATCHEE NATIONAL FOREST  
REGION 6

This order establishes certain restrictions on use of specific camping units within specified camp/picnic grounds listed below which are available for reservations through the National Recreation Reservation Service, NRRS.

This Order is issued pursuant to 35 CFR 261.50(a) and 261.58(b). The prohibitions apply during any period that the listed camp/picnic grounds are open to the public.

The following is prohibited:

Occupying any unit specifically listed below as available for reservation, whether designated at the unit or not, without a valid RESERVATION VOUCHER or unique RESERVATION NUMBER; UNLESS specifically authorized by the Campground Attendant for a specified period of time.

Violation of this prohibition is punishable by a fine of not more than \$5000, or imprisonment for not more than six (6) months, or both.

Done at Wenatchee, Washington this 27<sup>th</sup> day of JANUARY, 2000.

*for:* *Maurice Hanson*  
SONNY J. O'NEAL  
Forest Supervisor  
Wenatchee National Forest

LIST OF APPLICABLE CAMPGROUNDS AND UNIT NUMBERS

KACHESS CAMPGROUND

Mineral Creek Loop Units 88-115  
Box Canyon Loop Units 159-172  
Group Site

SALMON LA SAC CAMPGROUND

Cooper River Side Units 86-112

MINERAL SPRINGS CAMPGROUND

Group Site

CLE ELUM RIVER CAMPGROUND

Group Site

S.O. Order No. 331

ORDER NO. 649

OCCUPANCY AND USE

Okanogan-Wenatchee National Forest

Pursuant to 36 CFR 261.50(a) the following acts are prohibited on National Forest System lands within the Okanogan-Wenatchee National Forest.

**1. Camping for a period longer than allowed by the order.** For the purpose of this order, this restriction applies to:

Camping or occupancy in any developed campground by any person or group for more than **fourteen (14) consecutive days**. Camping or occupancy in that campground by the same person or group may not occur again for a period of seven (7) consecutive days thereafter.

Camping or occupancy in dispersed areas outside of any developed campground by any person or group for more than fourteen (14) consecutive days. Camping or occupancy in that site or area **within a 5 mile radius** by the same person or group may not occur again for a period of fourteen (14) consecutive days thereafter. [36 CFR 261.58 (a)]

These restrictions also apply to camping equipment. Camping equipment may not remain in place longer than the stay limit, even if used by a different person or group. Camping equipment must be removed by the end of the fourteen (14) day stay limit or the equipment may be impounded pursuant to 36 CFR 262.12.

This prohibition is effective yearlong.

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

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

These prohibitions are in addition to the general prohibitions in 36 CFR 261, Subpart A.

Done at Wenatchee, Washington, this 9<sup>th</sup> day of August, 2007.

*for* Kan R. Mollan  
REBECCA LOCKETT HEATH  
Forest Supervisor  
Okanogan-Wenatchee National Forest

Violations of these prohibitions are punishable by a fine of not more than \$5,000 for an individual or \$10,000 for an organization, or imprisonment for not more than 6 months, or both. (16 USC 551 and 18 USC 3559 and 3571).

ORDER NO. R6-2007-001

OCCUPANCY AND USE

PACIFIC NORTHWEST REGION

Weed Free Hay and Crop Products

Pursuant to 36 CFR 261.50 (a) the following acts are prohibited within congressionally designated wilderness and at wilderness trailheads within National Forest System lands of the Pacific Northwest Region, as described or shown in Attachment A.

**1. Possessing, storing or transporting any part of a tree or other plant, as specified in the order.**

For the purpose of this order, it is prohibited to possess or store hay or crop products that are not state certified weed free, to include any hay, hay cubes, straw, grain or other crop or mulch product within all congressionally designated wilderness and trailheads leading into congressionally designated wilderness within the boundaries of the National Forest System of the Pacific Northwest Region in the States of Washington, Oregon and Idaho. [36 CFR 261.58(t)]

This regulation does not apply to persons possessing or storing commercially processed feed (feed pellets or steamed, rolled grains) or to persons possessing state certified weed free hay or crop products packaged as bales, containers, or sacks, when also marked using official tags, twine or other identification as required by the product's State of origin, or in possession of the original and current State documents which certify the hay or crop products meet or exceed the North American Weed Management Association (NAWMA) or comparable certification standard.

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

1. Persons with a permit specifically authorizing the otherwise prohibited act or omission.
2. Any Federal, State, or local officer or member of any organized rescue or fire fighting force in performance of an official duty.

These prohibitions are in addition to the general prohibitions in 36 CFR Part 261, Subpart A and Subpart B.

Done at Portland, Oregon, this 13 day of April 2007.

/s/ Linda Goodman  
\_\_\_\_\_  
Linda Goodman  
Regional Forester  
Pacific Northwest Region

**Appendix 5:  
Sample Use Report  
Sample Daily Use/Fee Report**

Okanogan-Wenatchee NF

Cle Elum Ranger District

Campground \_\_\_\_\_

USE INFORMATION								REVENUE/FEES						
Date	Site #	Tag / Res #	# Days	# People	State	Veh Licen c	Gold Age	Overnt Campi ng	Day Use	Extra Veh	Other	Cash	Check	Daily Total
<b>TOTAL REVENUE</b>														

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

**Okanogan-Wenatchee National Forest Cle Elum Ranger District**

**Reporting Period:**

Campground	Total # of sites occupied	Total # of people	Percent occupancy	Total #of Day Use Vehicles	Camping fees collected on site	Day use fees collected on site	# Gold Age Access users

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

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

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

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

Appendix 6: Sample Customer Service Comment Card



Visitor Comment Card



Thank for you camping or visiting this recreation area. Please take a few minutes to reflect on your recreation experience. We appreciate you taking time to evaluate, comment or share suggestions. **You may leave this with your host, drop it at the nearest Forest Service office, deposit in the site fee tube, or mail it to: (Permittee Address) or Cle Elum Ranger District, ATTN: Recreation, 803 W 2<sup>nd</sup> St, Cle Elum, WA 98922.**

Site Name: \_\_\_\_\_ Date of Visit: \_\_\_\_\_

Type of Use

(Check any that apply)

Camping  Day Use  Fishing  Boating  Hiking

Other \_\_\_\_\_

Employee Courtesy/Attitude	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Employee Knowledge	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Cleanliness of Campsite	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Cleanliness of Facilities	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Fee Payment Procedures	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Price/Value of Campsite	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Information Available/Present	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Sense of Security	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
<b>OVERALL RATING</b>	<input type="checkbox"/> Excellent	<input type="checkbox"/> Good	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor

---

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

- |                             |                                    |                               |                               |                               |
|-----------------------------|------------------------------------|-------------------------------|-------------------------------|-------------------------------|
| Ease of Making Contact      | <input type="checkbox"/> Excellent | <input type="checkbox"/> Good | <input type="checkbox"/> Fair | <input type="checkbox"/> Poor |
| Processed in Timely Manner  | <input type="checkbox"/> Excellent | <input type="checkbox"/> Good | <input type="checkbox"/> Fair | <input type="checkbox"/> Poor |
| Operator Courtesy/Attitude  | <input type="checkbox"/> Excellent | <input type="checkbox"/> Good | <input type="checkbox"/> Fair | <input type="checkbox"/> Poor |
| Operator Knowledge          | <input type="checkbox"/> Excellent | <input type="checkbox"/> Good | <input type="checkbox"/> Fair | <input type="checkbox"/> Poor |
| Price/Value of This Service | <input type="checkbox"/> Excellent | <input type="checkbox"/> Good | <input type="checkbox"/> Fair | <input type="checkbox"/> Poor |

**Please use the other side of this form to make additional comments or suggestions.**

Your Name (voluntary): \_\_\_\_\_

**Please provide your address/phone # or email address if you would like to be contacted:**

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

## **Appendix 7:**

### **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	Above Standard	Meets Standard	Below Standard
<b>1. Insurance requirements met</b>			
<b>2. Payments timely</b>			
3. Use reports accurate & timely			
<b>4. Title VI requirements met</b>			
5. Other permit terms met (specify below)			
Communications			
Interpretive Programs			
Miscellaneous Sales			
B. OPERATION & MAINTENANCE PLAN			
<b>1. O&amp;M Plan complete &amp; properly submitted</b>			
2. G/T off-set plan submitted in a timely manner			
<b>3. G/T off-set projects completed to standard</b>			
4. Pre- and post-season ops & maintenance performed to standard and in a timely manner			
C. CUSTOMER SERVICE - This evaluation criteria is related to MM standards			
<b>1. Good PR maintained with Forest visitors</b>			
2. Good comments received from visitors			
<b>3. Fees &amp; services provided as represented</b>			
4. Visitor compliance with FS regs obtained			

<b>D. MEANINGFUL MEASURES</b>			
<b>Health and Cleanliness</b>			
<b>1. Humans free from exposure to human waste</b>			
<b>2. Water and sewage treatment systems meet w/all state &amp; FS standards</b>			
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. Toilets & garbage locations are free of objectionable odors			
8. "Pack In/Out" message is posted where used, and accumulated trash is removed with in 24 hours of discovery			
9. All other facilities are kept clean			
<b>Setting</b>			
<b>1. Effects from recreation use that conflict with environmental laws are analyzed and mitigated</b>			
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 & vegetation loss or erosion caused by recreation use is corrected or prevented			
5. Numbers of people & vehicles is kept below site capacity			
<b>Safety &amp; Security</b>			
<b>1. Safety inspections completed annually. Documented high risk conditions are corrected prior to use</b>			
<b>2. High-risk conditions that develop during</b>			

the season are mitigated, or the 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 signed 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			
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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Holder's comments:

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

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

### **2342.1 - Law Enforcement**

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

### **2342.1 - Exhibit 01**

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

#### **ROLES AND RESPONSIBILITIES**

1. Concessionaires. In responding to violations of Federal, State, and local laws, ordinances, and regulations, concessionaires have the same authority as a private citizen. Concessionaires generally cannot enforce Federal, State, or local laws or regulations, including 36 CFR part 261, Prohibitions on National Forest System lands. Concessionaires should be knowledgeable of applicable Federal, State, and local laws and regulations, including 36 CFR part 261, and should report violations of these laws and regulations to the appropriate law enforcement authorities. Concessionaires may enhance public safety at concession campgrounds in a number of ways. For example, they may hire a private security firm, hire off-duty State or local law enforcement personnel, or enter into a cooperative agreement with the county for additional patrols. Under the terms of the campground concession permit, the authorized officer may allow or require a concessionaire to establish certain restrictions on conduct or rules of use. For instance, the concessionaire may establish a rule of use that limits the number of vehicles per campground site, establishes a limit on the length of stay, or prohibits washing food at a water hydrant. The rules of use may be incorporated into the concessionaire's operating plan, and the concessionaire may be held accountable for ensuring compliance under the terms of the special use permit. Conduct that violates rules of use may also violate Federal, State, or local laws. When such conduct occurs, the concessionaire should report those violations to the appropriate law enforcement authority. For example, violation of a rule of use may constitute a disturbance of the peace in violation of State law or disorderly conduct in violation of Forest Service regulations at 36 CFR 261.4

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

2. State and Local Law Enforcement Agencies. Generally, State and local law enforcement agencies have authority to enforce applicable State and local laws, ordinances, and regulations on National Forest System lands. Under 16 U.S.C. 480, States retain their civil and criminal jurisdiction over persons on the National Forests. Thus, crimes involving persons and their property are generally the primary responsibility of State and local law enforcement authorities. Where a concessionaire has established rules of use, there is no authority for a State or local law enforcement agency to take enforcement action, unless the conduct giving rise to the violation of a rule of use also constitutes a violation of State or local law. There is no authority for the Forest Service to allow State and local law enforcement personnel to enforce Federal laws and regulations, including 36 CFR part 261. Some conduct may be prosecuted under Federal or State law because the conduct violates both Federal and State law. However, State and local law enforcement officers may enforce only State and local law.

3. Forest Service. The Forest Service retains all its authorities and responsibilities for enforcing Federal laws and regulations relating to administration of National Forest System lands. The role and responsibilities of the Forest Service do not change simply because the Forest Service has issued a special use permit to a concessionaire. Forest Service personnel should continue to enforce all Federal laws and regulations relating to administration of National Forest System lands within concessionaire-operated campgrounds. Forest Service personnel should not assume, however, that all laws and regulations applicable to facilities operated by the Forest Service are also applicable to sites operated by concessionaires. For example, as a matter of policy the Forest Service does not interpret failure to pay a camping fee charged by a concessionaire to be a violation of 36 CFR 261.15 because the camping fee charged by the concessionaire is not an admission or recreation use fee for a “site, facility, . . . or service furnished by the United States.” The agency construes “furnished by the United States” to mean “owned and operated” by the United States.” Therefore, the Forest Service would not cite someone for failure to pay a camping fee at a concession campground because the site is operated by a concessionaire, rather than the Forest Service, and the concessionaire, rather than the Forest Service, retains the campground fees.

The regulations at 36 CFR part 261, subpart A, apply at both Forest Service and concessionaire-operated campgrounds. In contrast, orders issued under 36 CFR part 261, subpart B, may or may not apply at concession campgrounds. A subpart B order must clearly state the area to which it applies. 36 CFR 261.50(c)(1). If the order is forestwide, it applies to all campgrounds, including concession campgrounds, within the forest. Operating plans for concession campground permits should be consistent with any orders that apply. A concessionaire may not allow an activity prohibited by an order. However, a concessionaire’s rule of use may be stricter than an order. The Regional Forester or Forest Supervisor may exempt concession campgrounds from an order and may want to exempt them to place more responsibility for the site on the concessionaire. Rules of use rather than the order would then govern. This approach is consistent with one of the purposes of the campground concession program, which is to reduce expenditure of limited Forest Service resources in administering developed recreation sites. When issuing a subpart B order, the Regional Forester or Forest Supervisor should consider whether the order

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

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

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

## SUMMARY

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

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

Campground concession prospectuses and permits should clearly describe the respective responsibilities of Forest Service law enforcement personnel, local law enforcement authorities, and concessionaires. In

order to minimize visitor confusion between criminally enforceable Federal, State, and local laws and concessionaire-established rules of use, each should be separately posted within a campground

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

This appendix describes the minimum requirements of the holder's Annual Operating Plan and application regarding the operating season, staffing, operations and maintenance services provided, and minimum standards to be met. The Forest Service will use applicant provided information to rate the proposal against the "Proposed Operating Plan" evaluation criteria. The successful applicant's proposal will become a part of his/her Annual Operating Plan. Contact Lauren DuRocher, Cle Elum Ranger District, Okanogan-Wenatchee National Forest, 509-852-1049 or at [Imdurocher@fs.fed.us](mailto:Imdurocher@fs.fed.us), for questions.

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 9.

## 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
    - 4c 2. Toilets
    - 4c 3. Tables
    - 4c 4. Fire Rings and Grills
    - 4c 5. Grounds
    - 4c 6. Roads and Trails
    - 4c 7. Barriers (parking, road, etc.)
    - 4c 8. Water Hydrants
    - 4c 9. Trash Receptacles
    - 4c10. Signs, Bulletin Boards, and Fee Stations
    - 4c11. Site Markers
  - 4d General Maintenance
5. Post- Season Operations
  - 5a. Water Systems
  - 5b. Utilities
  - 5c. Gates
  - 5d. End of Season Inspection
6. Safety
  - 6a. Safety Inspection
  - 6b. High Risk Conditions
  - 6c. Removal of Hazardous Objects
  - 6d. Identification and Removal of Hazardous Trees
  - 6e. Safety Training for Employees
7. Signs and Posters
  - 7a. Entrance Sign
  - 7b. Title VI Compliance
8. Holder Advertising
9. Fire Prevention
10. Road and Trail Maintenance
11. Law Enforcement and Security
12. Communication Systems

13. Incident Reporting
14. Vandalism
15. Use of fee sites by non-fee guests
16. Rodents/Disease (Hantavirus and Plague)
17. Herbicides and Pesticides
18. Professionalism of Employee Housing and Storage areas
19. Interpretive Programs
20. Recycling
21. Additional Revenue-Producing Sales, Services, and/or Fees
22. Liberty House Use

## **1. Operating Season:**

The minimum season is as described in the prospectus in IV.C. Operating Season. Applicants need to state the period of time in which they will plan to operate the sites listed in this prospectus, if different than those show in IV.C. Applicants may also list addition shoulder season or winter presence that they would propose. The holder must keep the Forest Service informed of proposed extensions to the minimum season dates.

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

## **2. Staffing:**

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.

### **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 (i.e., 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.

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

### **2b. Personnel**

In addition to the requirements outlined in the supervision/management section above, the FS recommends that hosts/site mangers be located at the sites listed below. A history of operations experience indicates that having personnel stationed at these sites is very useful in providing the quality of services required to meet standards due to the complexity of operations that occurs at these sites.

- Area Manager(s) overseeing all campgrounds –previously has stayed at Wish Poosh
- Kachess Campground
  - Campground manager(s)
  - Host(s) at each loop – 5 loops
  - Entrance station attendant(s)
  - 1-3 day use parking attendants on weekends

- Wish Poosh Campground
- Salmon La Sac Campground
  - Three host sites
- Cayuse Horse Campground
- Cle Elum River Campground (also manages Red Mountain CG)
- Mineral Springs Campgrounds (also manages Swauk CG)
- Taneum Cabin/Campground (also manages Ice Water CG)
- Owhi Campground
- Maintenance personnel – 1-2 people

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

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

The holder is responsible for the conduct of his/her employees. They are expected comply with all applicable Federal, state, and local laws, and to conduct themselves in a professional manner at all times. Federal prohibitions include, but are not limited to:

- Engaging in conduct prohibited by the Code of Federal Regulations (36 CFR 261).
- Using, or being under the influence of, intoxicating beverages or narcotic drugs while on duty or representing the permittee.

***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 the 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 a professional quality sign containing the concessionaire's name displayed on each side of each vehicle used. Due to CFR prohibitions, all terrain vehicles and motorcycles may not be used at concession sites without prior written approval from the FS.

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

***Describe a customer service commitment 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 campgrounds and day use areas.

#### 4a. Water Systems

Some of the developed 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 Washington 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)

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

- Clean the insides of the well and/or storage tank, where applicable
- Thoroughly flush the entire system, to remove any foreign matter
- A chlorine solution that tests in excess of 10 ppm at the most distant hydrant shall be distributed throughout the system and allowed to sit for a minimum of 24 hours, to sanitize the system
- Satisfactory "safe" bacteriological test results must be obtained according to procedures required through a state certified lab.
- The requirements of Appendix 19 Water Testing Locations and Requirements must be met
- Further information about the potable water systems and state testing requirements may be obtained from the FS and the appropriate state department of health

Current FS water testing requirements call for bacteriological water samples to be taken monthly. One bacteriological sample must also be taken prior to opening to the public. A Nitrate/Nitrite test for each potable water system is also required once per year. In the event of an “Unsafe” sample, the holder is required to complete all required notifications and retesting. (See FS-2700-4h, V.B., in Appendix A, for more information on notification and reporting requirements.) The holder is responsible for all repairs of the water systems which are caused by vandalism, natural events, forces of nature, and events attributed to holder actions or negligence. Valves, water lines, or other systems parts which break due to any water being left in the system and subsequently freezing over winter shall be the responsibility of the holder.

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

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

The holder is responsible to provide the required Washington State certified water operator to operate all the Class A and B water systems within the special use permit area. A copy of the certified water operator license will be submitted to the Forest Service at the start of each operating season.

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

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

Facilities are maintained free of graffiti within 48 of discovery or notification.

Facilities are clean and well maintained.

Numbers of visitors and vehicles do not exceed site capacity.

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

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

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.

Vault toilets will be pumped as needed, or when vault becomes  $\frac{3}{4}$  full. In the final year of the permit all vaults and septic systems will be pumped.

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

Toilets are clean and free of objectionable odor.

Restrooms are functional and in good repair.

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

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.

Tops and benches will be washed and cleaned free of dirt and grease. Underside of tables will be swept clean of spider webs.

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

Sand, stain or finish picnic tables on a three year cycle.

Concrete table legs should be checked for damage and replaced, or scheduled for replacement.

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

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

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

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.

Inspect the ring for excess rust or bent/broken grills and repair. Reset fire rings as needed.

#### **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.

At a minimum, the holder is responsible for maintaining vehicular and pedestrian access in a safe and passable condition, and to FS standards. This responsibility includes, but is not limited to, mowing road shoulders and around parking barriers for visibility; and filling chuck holes with asphaltic materials on paved surfaces. Roadside vegetation will be cleared in the roadway prism including RV clearance.

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. Replace gravel sump when sour smelling, filled with dirt, or when excess water does not properly drain.

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.

Standard signs include:

Welcome to Your National Forest  
And Justice for all  
Self Service  
Daily Fee Required  
Fee Area (Read Instructions)  
Prices  
Host Location  
General list of rules/precautions  
Map of Area  
Campfire out  
Must occupy site first night.  
No fireworks  
Pets on leash  
No firewood cutting  
Campground limit  
Don't Throw Objects in Vaults (at the toilets)

#### **4c11. Site Markers**

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

#### **4d. General Maintenance**

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

#### **5. Post-Season Operations**

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

As services are reduced or campgrounds are closed, visitors should be contacted a day or two prior to the change in service level to let them know about the expected changes.

Entrance stations should also have signs posted indicating the change in services. These requirements will help to ensure that the holder meets National Quality Standards for Recreation Site Management.

#### **5a. Water Systems**

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

Draining all pumps, holding tanks, water lines, hydrants, faucets, etc. It is recommended to drain valves and lines by pressurizing them with an air compressor.

Securing hand pumps so water is not available to the public during the time that it is not being tested.

Those outlined in Appendix 19 Water Testing Locations and Requirements

#### **5b. Utilities**

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

#### **5c. Gates**

All gate locks will be replaced with Forest Service provided locks at end of season.

#### **5c. End of Season Inspection**

A joint end of season inspection is required during the second to last, and last year of a permit term. These inspections will verify the condition of facilities and help to determine what

additional maintenance needs may be required of the holder in order to fulfill the terms of the permit prior to expiration.

## **6. 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:***

### **6a. Safety inspections**

An annual all encompassing safety and health inspection will be preformed 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 to 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.

### **6b. High risk conditions**

High risk conditions may develop during both the open and closed seasons, 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.

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

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

Inform those who are in immediate danger.

Take necessary actions to protect the public, at least temporarily.

Immediately report the hazard to the FS, even if there is no immediate danger to the public.

Immediately report the hazard to any other employees who might be affected.

If possible, remove the hazard and document the removal.

### **6c. 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.

Trees shall be help free of nails, rope, wire, unsafe branches, and other hazards that might endanger users or damage trees.

#### **6d. 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, hazard inspection will be conducted immediately after any major weather event (i.e., hurricanes, tornados, ice storms). The logs remain the property of the Forest Service. The Forest Service will advise on placement or treatment of logs and 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 ground level in order to reduce tripping hazards.

Hazard tree removal records should include a recreation site map including where trees were removed, tree information including species and approximate diameter. These records will be submitted to Permit Administrator in timely manner following any hazard tree removal.

#### **6e. Safety training for employees**

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

### **7. Signs and Posters**

All signs must be maintained in a good condition (neat, clean, not faded or torn). Replacement of standard Forest Service signs and site markers 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. Commercial advertising is not allowed.

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

### **7a. Entrance sign**

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.

### **7b. 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.

## **8. 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 Okanogan-Wenatchee 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.***

## **9. Fire Prevention**

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

- How the applicant will prevent wildfires and structural fires
- Reporting procedures and emergency response, should a fire occur
- Training and experience of employees, relative to fire
- Do not allow the building, attending, maintaining or using a fire outside of a commercially available stove or grill owned by the public. Require campers to extinguish fires.
- Fire prevention/suppression tools and equipment that will be on-site. Propose a fire plan that provides every host site a fire tool cache. All cache tools shall be serviceable and in good working condition.
  - Tools shall include:
    - Two #2 shovels (long handle)
    - One Pulaski
    - Two 5 gallon buckets
    - One 1A-10BC fire extinguisher (5 pound)
  - In addition, each vehicle provided will carry the following:
    - One Pulaski
    - One #2 shovel (long handle)
    - One 1A-10BC fire extinguisher (5 pound)

## **10. Road and Trail Maintenance**

Sweep debris from roads upon opening and as needed.

Brushing of branches and debris along road prism including clearance for RVs.

Culverts should be cleared of debris.

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

## **11. Law enforcement and security**

Forest Service, state, and local law enforcement and the holder each have enforcement roles at concession recreation sites. Appendix 8 clarifies the 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.***

## **12. 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 the Forest Service may be authorized.

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

## **13. Incident Reporting**

The holder is required to notify the Forest Service immediately of a fatality or severe incident involving law enforcement.

The holder will notify the Forest Service within 24 hours of any incident involving law enforcement, injuries, aggressive wildlife behavior, or vandalism/theft/destruction of government property

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

## **14. Vandalism**

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

***Describe what measures will be taken to minimize vandalism in the permit area.***

## **15. Use of fee sites by non-fee guests**

Fees will not be charged to guests to use the restrooms or stretch. If a guest wants to park in a campsite for ½ hour or more, then the approved fees will apply.

Guests using the non-fee day use areas will be treated equally as fee-paying guests.

#### **16. Wildlife**

The Forest Service will be notified if bear, cougar or other predatory/aggressive animals are seen in campgrounds or recreation areas.

#### **17. Rodents/Disease (Hantavirus and Plague)**

*Describe rodent control methods (if needed) and how any associated diseases will be dealt with.*

#### **18. 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.*

#### **19. Professionalism of Employee Housing and Storage areas**

*Describe your proposed standards for maintaining professionalism of employee housing and storage areas.*

#### **20. Interpretive programs (optional)**

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 may not charge for interpretive services. The holder may subcontract the provision of interpretive services with other organizations such as museums or historic societies.

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, etc., as outlined in Section IC of the Prospectus*

#### **21. Recycling (optional)**

Recycling of all materials is encouraged.

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

#### **22. Additional revenue-producing sales, services, and/or fees (optional)**

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

The following is a list of sales that may be approved:

- ❖ sale of firewood
- ❖ sale of camping supplies
- ❖ sale of propane
- ❖ sale of miscellaneous camp food items (ice, soda, bottle water, etc.)
- ❖ sale of informational and interpretive materials (i.e., books)
- ❖ fee for canoe/boat rehaul
- ❖ rental of on-site, concession-owned camping trailers
- ❖ rental of canoe/boats
- ❖ guided interpretive tours

**23. Use of Liberty House (optional)**

***Describe your proposed use of Liberty House including dates of occupancy/use. Occupancy during the off season is encouraged.***

**Appendix 10: Special Use Permit for Campground and Related Granger Thye Concessions and Operation of Federally Owned Drinking Water Systems**

Authorization ID: #AUTH\_ID#

FS-2700-4h (03/06)

Contact ID: #HOLDER\_ID#

OMB No. 0596-0082

Use Code: #USE\_CODE#

Expiration Date: #EXPIRATION\_DATE#

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**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#

<u>FACILITY</u>	<u>LEGAL DESCRIPTION</u>	<u>ACRES</u>	<u>DISTRICTS</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
	<input type="text"/>		

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

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

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

**F. COMPLIANCE WITH LAWS, REGULATIONS, AND OTHER LEGAL REQUIREMENTS.** In exercising the rights and privileges granted by this permit, the holder shall comply with all present and future federal laws and regulations and all present and future state, county, and municipal laws, regulations, and other legal requirements that apply to the permit area, to the extent they do not conflict with federal law, regulation, or

policy. The Forest Service assumes no responsibility for enforcing laws, regulations, and other legal requirements that fall under the jurisdiction of other governmental entities.

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

## **H. CHANGE IN CONTROL**

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

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

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

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

## A. ANNUAL OPERATING PLAN

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

2. The annual operating plan shall specify the operational requirements governing the sites covered by this permit. At a minimum, the annual operating plan shall enumerate the minimum operating seasons; how the holder will provide services to the public; protect public health and safety and the environment; and repair, maintain, or enhance the function of the improvements covered by this permit. The annual operating plan shall contain standards and sufficient detail to enable the Forest Service to monitor operations for compliance.

3. The holder shall perform a condition survey of the water system each year before it is opened. The holder shall prepare a brief written report that notes all deficiencies that may render compliance with Appendix F of this permit (Operation of Federally Owned Drinking Water Systems) and other applicable regulatory requirements infeasible. The condition survey report shall also include a detailed description of all water system deficiencies and/or repair work which the holder has identified as requiring corrective action in order for the system to be in compliance with Appendix F of this permit and applicable Federal and State safe drinking water regulation. If repair work is necessary, a repair plan shall be attached to the condition survey report. The repair plan shall identify all water system components requiring repair, estimated costs for repair and the approximate time schedule to complete the repair. The report shall be sent to the authorized officer at least two weeks prior to opening the system for the season. All deficiencies shall be corrected to the satisfaction of the Forest Service prior to opening the system. Corrections and the date they were made shall be recorded in the condition survey. If the system operates throughout the year, the condition survey shall be submitted to the Forest Service by January 15 each year.

**B. MINIMUM USE AND OCCUPANCY.** Use and occupancy of the permit area shall be exercised at least

days each year, unless otherwise authorized in writing under additional terms of this permit.

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

**D. HOLDER MAINTENANCE, RECONDITIONING OR RENOVATION PLAN.** The holder at its expense shall perform holder maintenance, reconditioning, or renovation as defined in clause IV.E.1(d) of this permit under a holder maintenance, reconditioning, or renovation plan approved by the Forest Service. The holder maintenance, reconditioning, or renovation plan shall describe required holder maintenance, reconditioning,

or renovation responsibilities and their frequency. The work performed under this plan shall not be subject to fee offset under clause IV.E.

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

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

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

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

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

**I. NONDISCRIMINATION.**

1. The holder and its employees shall not discriminate against any person on the basis of race, color, sex (in educational activities), national origin, age, or disability or by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally. In addition, the holder and its employees

shall comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended, Section 504 of the Rehabilitation Act of 1973, as amended, Title IX of the Education Amendments of 1972, as amended, and the Age Discrimination Act of 1975, as amended.

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

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

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

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

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

### **III. RIGHTS AND LIABILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

**1. Liability.** The holder shall have in force liability insurance covering losses associated with the use and occupancy authorized by this permit arising from personal injury or death and third-party property damage in the minimum amount of:

\$ [ ] for injury or death to one person,

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

\$ [ ] for third-party property damage.

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

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

**1. Amount and Form of Bonding.** As a further guarantee of compliance with the terms of this permit, the holder agrees to deliver and maintain a surety bond or other acceptable security in the amount of #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
- (b) The value of gratuities, which are goods, services, or privileges that are not available to the general public.

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

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

## C. PAYMENT SCHEDULE

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



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

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

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

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

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

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

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

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

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

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

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

## 1. Definitions

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

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

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

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

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

**2. Granger-Thye Fee Offset Agreement.** Before issuance of this permit and before each operating season thereafter, the Forest Service and the holder shall enter into an annual written Granger-Thye fee offset agreement that specifies the government maintenance, reconditioning, renovation and improvement to be used to offset the permit fee. The agreement shall specify whether the concessionaire shall be required or

has the option to enter into a collection agreement to have the Forest Service perform the work. The agreement shall enumerate the portion of the permit fee to be offset by the cost of work performed by the holder and the schedule for completion of offset work. Additionally, the agreement shall specify the portion of the permit fee to be offset by the cost of work performed by the Forest Service. The agreement shall specify which projects are to be used for offset that year and shall also include standards for completion of the projects and examples of allowable costs.

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

## F. FEE PAYMENT ISSUES

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

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

### 3. Late Payments

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

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

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

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

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

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

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

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

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

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

## V. RESOURCE AND IMPROVEMENT PROTECTION

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

## **B. WATER SYSTEMS**

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

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

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

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

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

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

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

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

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

officer may specify additional protection, regardless of when such facts become known. Discovery of such areas by either party shall be promptly reported to the other party.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VII. MISCELLANEOUS PROVISIONS**

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

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

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

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

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

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

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

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

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

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

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

#INSERT TERM HERE#

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

\_\_\_\_\_

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.

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

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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## **APPENDIX F:**

### **OPERATION OF FEDERALLY OWNED DRINKING WATER SYSTEMS**

#### **I. INTRODUCTION**

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

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

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

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

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

#### **II. APPLICABLE DEFINITIONS**

**A. Average Daily Population (ADP).** For classification purposes, the sum of the daily transient and daily resident population served or having access to the drinking water system, per month, divided by the days of the month. Where

actual or sample counts are not available at recreation sites, determine ADP by multiplying Persons-At-One-Time (PAOT) by the percentage of site use where PAOT equals four people per site.

**B. Condition Survey.** An onsite review of the facilities, equipment, and operation and maintenance of the a drinking water system to evaluate the adequacy of those elements for producing and distributing safe drinking water and meeting FSM and regulatory requirements. Condition surveys are an integral part of the sanitary surveys and serve as a supplement to the last current sanitary survey.

**C. Confluent Growth.** A continuous bacterial growth covering the entire filtration area of a membrane filter, or a portion thereof, in which bacterial colonies are not discrete. This does not necessarily include coliform growth. Non-coliform growth is often called heterotrophic growth.

**D. Drinking Water System.** A system for providing water suitable for human consumption via service connections (including handpump wells).

**E. Human Consumption.** Use of water for drinking, food preparation, dishwashing, oral hygiene, or bathing/showering.

**F. Maximum Contaminant Level (MCL).** As defined by federal, State, or local law, but generally: The maximum permissible level of a contaminant in water which is delivered to any user of a public water system.

**G. Non-Public Water System.** A system not meeting the public water system definition. A non-public water system is subdivided into the following categories:

·**Non-Public, Non-Transient (NPNT).** A system serving less than 25 year-round residents or serving less than 25 of the same persons ADP more than 180 days per year (for example, some housing sites).

·**Non-Public, Transient (NPT).** A system serving less than 25 individuals ADP and not meeting the requirements of NPNT water system (for example, some smaller recreation sites).

**H Population Served.** The holder shall use the drinking water system classification provided by the authorized officer to determine the system class and applicable FSM Chapter 7420 and state, federal, and local regulatory requirements.

**I. Public Water System.** As defined in the Safe Drinking Water Act, 42 U.S.C. § 300f *et seq.*, as amended, and in the National Primary Drinking Water Regulations, 40 CFR Part 141, or by State or local regulation if more stringent.

**J. Repeat Samples.** A set of samples taken when a routine sample is total coliform-positive or when a repeat sample is total coliform-positive. Repeat samples shall be collected within 24 hours of notification of a positive result.

**K. Routine Sample.** A sample that is representative of the water throughout the distribution system, taken by properly trained personnel on a routine basis when the system is operational, used to determine the microbial quality of the water.

**L. Sanitary Survey.** As defined by applicable Federal, State, or local regulations, but generally: An onsite review performed by the State or qualified Forest Service engineer of the water source, facilities, equipment, operation, and maintenance of a public water system for the purpose of evaluating the adequacy of the source, facilities, equipment, operation, and maintenance for the purpose of ensuring the distribution of safe drinking water.

**M. Service Connection.** The structure by which drinking water is conveyed from the distribution system to the user. Examples of service connections include: an individual building (residence, crew quarters, office, or mobile home -- not including utility hose bibs stubbed from building plumbing); a building exterior drinking fountain provided for public use; an individual yard or campground hydrant; a handpump on a well.

**N. Special Sample.** A sample collected to determine the success of corrective actions. Special samples may also be taken to determine whether seasonal systems are ready to be opened, or whether disinfection practices are sufficient following pipe or tank repair or replacement. Special samples must be marked as such when sent in to the laboratory for analysis.

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

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

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

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

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

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

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

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

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

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

measurements of water quality and/or documentation of source construction, characteristics and geology.

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

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

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

The permit holder shall consult with the Forest Service to develop a written sample siting plan for each public and non-public water system. The siting plan should be designed to ensure that the system is routinely sampled at varied representative locations and that contamination in any portion of the distribution system is eventually detected.

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

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

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

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

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

(b) **Special Samples for All Systems.** At least one special sample shall be taken and shall test total coliform negative before that system may be opened. Special samples do not count in determining MCL violations or in meeting the monthly sampling requirements.

(c) **Microbiological Contaminant Monitoring for Non-Public Water Systems.** The permit holder shall monitor non-public water systems for microbial contamination in the same manner as is required in the Forest Service Manual Chapter 7420 for non-community public systems and any federal, State, and local regulations (except for reporting to the regulatory agency). In addition to federal and State requirements, the permit holder shall take the appropriate follow-up actions as described in **Exhibit 1** of this document whenever a routine sample tests total coliform positive.

**2. Disinfectant Residuals Monitoring for All Systems.** The permit holder shall perform residual disinfectant monitoring in accordance with federal, State, and local regulations for all public systems requiring disinfection, and shall monitor and take follow-up action for non-public systems requiring disinfection in the same manner (except for reporting to regulatory agencies).

**3. Turbidity Monitoring.** The permit holder shall perform turbidity monitoring and follow-up in compliance with federal, State, and local regulations for all public systems, and also for non-public systems using surface water sources ground water sources determined to be under the direct influence of surface water, and for any systems designated by the State.

**4. Additional Monitoring of Primary and Secondary Contaminants, Regulated and Unregulated Organic and Inorganic Chemicals, and Other Contaminants.** All public water systems are required to be monitored for primary and secondary contaminants in accordance with the NPDWR, NSDWR, and applicable State and local regulations. Comply with federal, State, and local monitoring schedules for all contaminants in public systems.

Additionally, the permit holder shall perform one baseline sampling, as a minimum, for the primary and secondary contaminants shown in **Exhibit 2** of this document on all non-public systems and public transient non-community systems. For new systems, conduct the sampling and analyses before opening the system. If the one-time test results exceed the MCL established for public systems, perform follow-up monitoring and take action in accordance with the regulations applicable to public water systems (except for reporting to the regulatory agency).

**5. Radioactivity.** At a minimum, perform radionuclide monitoring on public community and public non-transient, non-community water systems in accordance with the federal, State, and local standards.

**H. Record-Keeping.** The permit holder shall establish a permanent file for each drinking water system including all test results, corrective actions taken, documentation that the state and Forest service were notified within 48 hours of a known violation, and annual condition surveys. The permit holder shall maintain original documents of records as required by 40 CFR 141.33 and applicable State and local regulations. The permit holder shall maintain original documents of records pertaining to additional requirements imposed by the Forest Service for public and non-public water systems in a comparable fashion.

The permit holder shall forward copies of microbiological test results for federally owned water systems to the Forest Service by the 15<sup>th</sup> of the month following the sampling date. Copies of other required records for federally owned systems shall be forwarded annually to the Forest Service within 15 days of the end of the operating season for seasonal sites or within 15 days of the end of the calendar year for year-round operations. The holder shall surrender all records for a federally owned system to the Forest Service upon permit termination or revocation.

**I. Infeasibility.** Where compliance with any applicable standard is physically infeasible, such as in certain wilderness areas, cross-country trails, or roadside springs, in addition to coordinating with the Forest Service to secure any necessary variances or exemptions to ensure compliance with the law, the holder shall keep such water sources in an undeveloped condition indicating the water source is unprotected. When providing the public with information about these water sources through trail guides, brochures, maps, etc., the permit holder shall include a warning statement as to potability of undeveloped water sources. Undeveloped water sources shall not be identified on such information in a way that may mislead users into believing the water is protected and safe. The permit holder shall take any additional measures to protect the public as are required by Federal, State, or local law with regard to such water sources.

**J. Range and Wildlife Water Systems.** The requirements stated herein should not be applied to range or wildlife water systems if their design and construction features clearly indicate that they are not for human use. However, if range or wildlife water systems are an integral part of a drinking water system, such integral parts shall meet the requirements for drinking water. The Forest Service and/or State shall make the final determination of which water systems must be treated as water systems that supply water for human consumption.

**K. Hoses and Similar Equipment.** Hoses that convey drinking water shall have a smooth interior surface made of food-grade standard materials. The permit holder shall keep pumps, hoses, fittings, valves, and similar equipment in a manner which prevents contamination, and shall keep them closed or capped when not in use.

### **Exhibit 1**

## Follow-up Actions for Microbiological Sampling

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

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

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

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

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

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

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

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

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

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

Follow-up Actions for Microbiological Sampling

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

SAMPLE RESULT

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

TC = Total Coliform

- = Negative test results

EC = E. Coli

+ = Positive test results

FC = Fecal Coliform

**ACTION 1: MCL VIOLATION**

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

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

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

## **ACTION 2: ACUTE VIOLATION**

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

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

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

**ACTION 3: CONFLUENT GROWTH.** Take another routine sample at the same location within 24 hours of being notified of the result. If the second sample has confluent growth, search for the cause and correct it. Continue sampling until a valid sample is obtained. If the valid sample is TC positive, take follow-up actions as required by law and as outlined above.

## **Exhibit 2**

Primary and Secondary Contaminants

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

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

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

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

**Appendix 11**

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  (the Holder) and the U.S. Department of Agriculture, Forest Service,  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  (the permit).

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

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

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

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

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


Signed: \_\_\_\_\_

Holder or Holder's Agent

\_\_\_\_\_

Date

Signed: \_\_\_\_\_

Authorized Officer

\_\_\_\_\_

Date

### **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 (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.

## Appendix 12:

### Potential Government Maintenance, Reconditioning, Renovation, and Improvement Projects

The projects anticipated for the near future are to reconstruct and repair the facilities and water systems listed in the following table. These projects would be implemented beginning in 2012 and beyond as funding becomes available:

Recreation Site	Estimated Year	Activity/Work Anticipated
Wish Poosh Campground	2014	Update to the Water System (CIP Project Funding pending)
Salmon La Sac Campground	Unknown	Removal of old pump house
Wish Poosh Campground	Unknown	Removal of BBQ pedestals
Cayuse Horse Camp	2012	Update corral sections or adding a corral to match the sites to number of corrals



### Appendix 13: Indirect Cost Reimbursement Letter

**File Code:** 2720/6500

**Date:** July 11, 2002

**Route To:**

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

**To:** Regional Foresters

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

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

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

**Comparison.** The Office of Management and Budget (OMB) has issued circulars to guide cost reimbursement for several types of business entities, including Circular A-87 for State and Local Governments and Circular A-122 for Non-Profit Organizations. The Federal Acquisition Regulation (FAR) Part 31 guides cost reimbursement for Commercial (For-Profit) Entities. We evaluated how cost reimbursement is conducted in other agency programs. Regulations at 7 CFR 3019.27 were updated in August 2000 to address the determination of allowable costs for grants and agreements in conformance with applicable OMB circulars. FSH 1509.11, Chapter 70, provides that administration of costs in grants and agreements for commercial entities is subject to FAR Part 31, Contract Cost Principles and Procedures. Adopting these cost standards for GT offset will create consistency among the program areas of special uses, contracting, and grants and agreements and conform to OMB guidance.

**Conclusion.** Offset of indirect costs is appropriate. Indirect costs are a customary charge in contracting and grants and agreements and should be eligible for offset under GT agreements.

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

**Implementation.**

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

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

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

/S/ TAMARA L. HANAN

/S/ DAVID G. HOLLAND

DAVID G. HOLLAND

Director, Recreation, Heritage,  
and Wilderness Resources

TAMARA HANAN

Director, Financial Policy  
and Analysis

cc: Carolyn Holbrook

## Appendix 14: Granger Thye Fee Offset Agreement

USDA Forest Service

OMB 0596-0082

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

Authorization ID

Contact ID

Expiration Date

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

NATIONAL FOREST

RANGER DISTRICT

PERMIT NUMBER

Project Name \_\_\_\_\_

Holder's Fiscal Year (FY) \_\_\_\_\_

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

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

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

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

**DIRECT GT COSTS**

Salaries and Wages	\$ <input type="text"/>
Materials and Supplies	\$ <input type="text"/>
Subcontracts	\$ <input type="text"/>
Other (specify)	\$ <input type="text"/>
Sum of Direct GT Costs	\$ <input type="text"/>
INDIRECT COSTS ( <input type="text"/> % x Direct GT costs)	\$ <input type="text"/>

TOTAL GT COST CLAIM FOR PROJECT \$ [REDACTED]

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.

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.

# Appendix 15

## Business Plan

### Prepared in Response to the Prospectus for Campground and Related Granger-Thye Concessions on the Okanogan Wenatchee National Forest

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

Address \_\_\_\_\_

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

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

## Introduction and Instructions

As a part of the response to the Prospectus for Campground and Related Granger-Thye Concessions on the Okanogan Wenatchee National Forest, you are required to submit this business plan as a separate document. Two separate copies of the business plan must be submitted. You need to present a solid understanding of the business application process and the specific site requirements, and submit a business plan that reflects your financial ability to fully operate the campgrounds being offered in the prospectus.

Because the decision-making process to select a permittee requires considerable review of the application and business plan, the required information should follow the format of this business plan. All applicants must submit the information requested within this business plan. This information must be provided in the format of this business plan so all applications reviewed by the Forest Service will contain consistent information in both content and format.

For assistance in developing your business plan, the Forest Service has provided all available cost and revenue information relevant to this prospectus. This information may also include sources of campground revenue and expenses from historical experience at the sites.

Applicants must furnish a detailed description of their experience relating to operating and maintaining developed recreation sites (e.g., campgrounds, lodges, and marinas). The description must include similar types of experience in private business, public service, or any nonprofit or other related enterprises. Applicants are encouraged to contact their local Small Business Development Center (SBDC) if they need assistance in completing their business plans.

### **SBDC Review of Business Plans**

Business plans that are submitted in response to a prospectus may be independently reviewed by a SBDC. SBDC representatives do not review any business plans that they helped the applicant develop. Other local SBDCs will be enlisted for the review of those submitted business plans.

### **Cost Recovery**

Review of the submitted business plan as a part of the total application in response to this prospectus is subject to cost recovery. Therefore, an application fee may be required to cover the cost of reviewing the business plan. Specific directions and estimated costs are displayed in the prospectus. The successful applicant may be subject to additional cost recovery fees.

### **Getting SBDC Assistance with Your Business Plan**

The Association of Small Business Development Centers (ASBDC), with over 600 local offices, serves both the private and public sector with small business expertise. The Forest Service National Memorandum of Understanding with the ASBDC provides a strong resource to assist applicants in developing their business plans.

The SBDC is committed to assisting applicants in developing strong and sustainable business plan processes. Call your nearest SBDC office and seek their assistance in preparing your submission. A directory of local Small Business Development Centers is located on their website at:

<http://www.asbdc-us.org>.

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## I. The Application Process

Your completed business plan should be returned with your completed application to:

Rebecca Lockett Heath

Forest Supervisor, Okanogan Wenatchee National Forests

Attention: Lauren DuRocher

803 West 2<sup>nd</sup> St

Cle Elum, Washington 98922

Applications and all supporting documents, including the business plan, must be received by **4:30 p.m. on October 28, 2011**. A checklist is used by the Forest Service upon initial receipt of your business plan to verify that all required items are included. A copy of this checklist is included on page 16-108. Please be sure to review that checklist prior to submitting your application. An incomplete business plan may result in a lower score.

### A. Company Information

The following information, if applicable, is required from the applicant:

- Bank or investor Letters of Intent to Finance Project,
- Copies of face page of all current Forest Service concession permits,
- Business Applicant or Entity Balance Sheet (past three years),
- Income Statement (past three years),
- Company Tax Returns (past two years),
- Current credit report from a major credit bureau, and
- Performance evaluations from all other Forest Service campground concession permits (past two years).

## II. The Business Plan

This section describes the specific nature and purpose of the company, background in the industry, and those opportunities the permittee sees for additional products and/or services.

### A. Business Information

This discussion of your business should include the following information:

- A brief description of the scope and size of your current business (number of current concession permits),
- Any current state, federal, local, or special certifications or licenses,
- Names and contact information for key operational staff (organizational structure),
- Current type of legal structure,
- Tax identification number,
- State business license number,
- State sales tax identification number (as applicable), and
- Appropriate information on shareholders (additional information may be requested from the selected permittee), to include:
  - Name,
  - Address, and
  - Percent ownership of each member.

## **B. State Business Requirements**

Does the operation require a state registration number? If “yes,” include a copy of your registration document.

## **C. Experience with Forest Service Concession Permits**

### **1. Prior Forest Service Permits**

Provide the following information for each Forest permit held during the last five years:

- Permit administrator name,
- Permit administrator address, and
- Permit administrator phone number.

### **2. Current Campground Concession Permits**

#### **a. Operations**

List all current campground concession operations currently permitted, to include:

- Permit name,
- Forest,
- Number of campgrounds,
- Number of years, and
- Number of campgrounds.

#### **b. Permits**

Provide a copy of the face page for each currently held permit plus copies of the last two years’ year-end evaluations for each permit.

## **D. Your Competition**

### **1. Competitors**

Provide your assessment of the competitors for this permit, to include:

- Company name, and
- Campground site market analysis:
  - Location,
  - Number of sites,
  - Pricing, and
  - Amenities.

## 2. Services Currently Available or Proposed

Describe all services typically available at the site now, plus describe any new or proposed products and services you plan to offer at this site (see section IV.A., Additional Revenue-producing Sales, Services, and/or Fees on page 16-107). How will those changes (additional revenue generators) be incorporated in your marketing plan?

### **E. The Marketing Plan**

In the marketing plan, describe any promotional plans for this site that you may anticipate developing for this prospectus. Questions to be answered include:

- How will you advertise the products and services available at this site?
- What media will be used, at what frequency, and at what estimated cost?
- Does the marketing plan create brand awareness and convey to the client that the operator has experience, expertise, and commitment to a quality experience?
- How will on-site changes enhance your business?

If you are not anticipating any promotions plans, state so.

## **III. The Financial Plan**

### **A. Capital Equipment List**

Capital equipment is those assets which have useful lives of more than one year, such as machines, equipment, vehicles, livestock, tack, gear, and computers.

Describe the equipment, the quantity, whether the equipment is new or used (N/U), the expected useful life, and the cost. This includes equipment purchased from an existing business. The capital equipment list should be summarized by “type” as well as “cost.”

The Capital Equipment List format (Appendix A on page 16-109) is standardized to facilitate analysis and comparison of all the applicants. The content may have to be modified to fit your particular operation, but do not change the basic format.

## **B. Start-up Expenses**

Start-up expenses are the various initial expenses it will take to open the campgrounds for business. Some of these may be only one-time expenditures while others can occur annually.

The start-up expenses format (Appendix B on page 16-111) is standardized to facilitate analysis and comparison of all the applicants. The content may have to be modified to fit your particular operation, but do not change the basic format.

## **C. Balance Sheets**

The balance sheet format (Appendix C on page 16-112) is standardized to facilitate analysis and comparison of all the applicants. The content may have to be modified to fit your particular operation, but do not change the basic format. Balance sheets are required for the past three years.

## **D. Income Statement Projections**

The Income Statement Projections format (Appendix D on page 16-113) is standardized to facilitate analysis and comparison of all the applicants. The content of the Income Statement Projections may have to be modified to fit your particular operation, but do not change the basic format.

This prospectus provides a specific list of the additionally approved revenue sources for this permit. In response to the prospectus, you must request and address these additional activities if you want to provide them during any portion of the term of the permit. For additional information, contact the Authorized Officer listed in the prospectus. Note: All approved revenues and anticipated expenses from the prospectus should be included in your Income Statement. For example, if the prospectus allows income from beverage sales, your income statement should show both the income sources and the costs related, such as cost of sales, labor, etc.

Campgrounds having additional anticipating revenues from the sale of food, beverages, and other sundry items should provide a more detailed explanation of anticipated sales, cost of goods sold, and gross revenue.

A pro-forma (estimated) Income Statement Projection is required for the first full year on a monthly basis

### **1. Revenues**

1. List revenue from all sources approved in the prospectus.

2. List revenue for additional revenue sources approved in the prospectus.
3. Reviews the historical revenues generated in the prospectus. Show income detail by revenue source.
4. A monthly projection from each revenue source, with annual total, is required. Seasonality of revenue should be reflected.

## 2. Expenses

1. List expenses related to revenue sources approved in this prospectus.
2. List expenses incurred due to additional revenue sources approved in the prospectus.
3. Include all expenses historically realized in sites offered by this prospectus.
4. Do not list capital expenditures as expenses. These expenses should be noted on your balance sheet or capital asset equipment list.

## IV. Supporting Documents

### A. Additional Revenue-producing Sales, Services, and/or Fees

Listed below are potential sources of other revenue sources that could be anticipated for the campgrounds in this prospectus. You must respond by indicating which, if any, of these opportunities you would be interested in providing. The revenues should also be estimated and reflected in the appropriate spreadsheets.

- Sale of firewood,
- Sale of camping supplies,
- Sale of propane,
- Sale of miscellaneous food items (e.g., ice, soda, or bottled water),
- Sale of informational and interpretive materials (e.g., books),
- Rental of canoes and/or boats,
- Providing guided interpretive tours, and
- Recycling services.

### B. Campground Costs Items Appropriate to this Prospectus

Listed below are possible expenditures for the campgrounds in this prospectus.

- Electricity,
- Sewer,
- Water testing,
- Trash removal or contracting therefore,
- Propane,
- Telephones and/or radios,
- Granger-Thye offset fees,
- Prospectus bid expenses,
- Landlord maintenance,
- Postage and/or delivery,

- Office supplies,
- State business fees and/or licenses,
- Employee recruiting, and
- Travel.

### C. Concession Prospectus Checklist

This checklist is used by the Forest Service upon initial receipt of your application to verify that all required items are included. Please be sure to complete this checklist prior to submitting your application. An incomplete business plan may result in a lower score.

- Yes  No  Application received by due time and date  
Yes  No  Application is signed by applicant  
Yes  No  Applicants provided required of copies of the business plan

If a corporation, the following is supplied:

- Yes  No  Evidence of incorporation and good standing  
Yes  No  Name and address of each affiliate of the corporation  
Yes  No  Affiliate share and ownership information

Required information from the applicant:

- Yes  No  Applicant's name/name of company \_\_\_\_\_  
Yes  No  Address \_\_\_\_\_  
Yes  No  Company contact \_\_\_\_\_  
Yes  No  Phone \_\_\_\_\_  
Yes  No  Fax \_\_\_\_\_  
Yes  No  Email \_\_\_\_\_  
Yes  No  Bank or investor Letters of Intent to Finance Project  
Yes  No  Copies of all pertinent existing permits  
Yes  No  Capital equipment list  
Yes  No  Start-up expense costs  
Yes  No  Balance sheets (past three years)  
Yes  No  Monthly income statement projection for the coming year  
Yes  No  Tax returns (past three years)  
Yes  No  Current credit report from a major credit bureau  
Yes  No  Certifications, licenses, and permits required of other agencies  
Yes  No  Performance evaluations for past two years from other  
concessionaire permits




## Appendix B: Start-up Expenses

Start-up Expense Costs:

Annual Granger-Thye fee (annual payment in advance)	
Total cost of capital equipment	_____
Beginning inventory of operating supplies	_____
Legal fees	_____
Account fees	_____
Other professional fees	_____
Licenses and permits	_____
Deposits (public utilities, etc.)	_____
Advertising	_____
Insurance	_____
Bonds	_____
Other Expenses	_____
<b>Total Start-up Expenses</b>	_____

## Appendix C: Balance Sheets

Balance sheets are required for the past three years.

Year ( )

**Assets:**

Current Assets:	
Cash	\$ _____
A/r	\$ _____
Inventory	\$ _____
	<b>Subtotal</b> \$ _____
Fixed Assets	\$ _____
Less Accumulated Depreciation	\$ - _____
Other Assets	\$ _____
Intangible Assets	\$ _____
	<b>Total Assets:</b> \$ _____

**Liabilities:**

Accounts payable	\$ _____
Payroll tax payable	\$ _____
Line of Credit	\$ _____
Credits Cards	\$ _____
	<b>Total Current Liabilities</b> \$ _____
Owner loan to company	\$ _____
SBA Loan to company	\$ _____
Bank loan to company	\$ _____
	<b>Total Long Term Liabilities</b> \$ _____
Paid in Capital by Owner	\$ _____
Retained earnings	\$ _____
YTD Income (balancer)	\$ _____
	<b>Total Liabilities:</b> \$ _____

## **Appendix D: Income Statement Projections**

### **Pro-Forma Site Specific Income Statement Projections monthly for year 1**

#### **Sales and Revenue Sources**

1. List revenues from all sources approved and noted in the prospectus. Whenever possible, note prices charged for services at this site.
2. List revenues for additional revenue sources requested in your response to the application for this site.
3. Following review of historical revenue's generated at the site (see application for details), plot anticipated monthly revenues. Show income detail by revenue source.
4. Monthly projections from each revenue source, with annual total, are required. Seasonality, in applicable revenue, should be considered.

#### **Expenses**

1. List expenses related to revenue sources approved in this site.
2. List expenses incurred due to adding additional revenue sources requested for this site.
3. Include expenses historically realized on this site (found in the prospectus).
4. List all expenses related to the Forest Service.
5. Do not list capital expenditures as expenses - these should be noted on your balance sheet or capital asset equipment list.

**Campground Prospectus – Income Statement Projections**

Revenues	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Campground fees													
Day use fees													
Reservation fees													
Firewood													
Camping supplies													
Propane													
Misc. food items													
Interpretive materials													
Canoe/boat rentals													
Guided interpretive tours													
Recycling services													
Other													
<b>Total Revenues</b>													

**Campground Prospectus – Income Statement Projections**

<b>Expenses</b>	<b>Jan</b>	<b>Feb</b>	<b>Mar</b>	<b>Apr</b>	<b>May</b>	<b>Jun</b>	<b>Jul</b>	<b>Aug</b>	<b>Sep</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Total</b>
Forest Service fees													
Utility-water													
Utility-electrical													
Utility-gas													
Utility-sewer													
Utility-trash													
Labor													
Employee benefits													
Insurance													
Legal/accounting													
Repairs													
Water testing													
Propane													
Telephones/radios													
Supplies													
State business licenses/fees													
Employee recruiting													
Other													
<b>Total Expenses</b>													

**Appendix 16: Financial Statement**

**FINANCIAL STATEMENT**

*(Ref. 36 CFR 223.7(e), 36 CFR 251.54(e)(2), Federal Acquisition Regulation 48 CFR 9.104-1.)*

INSTRUCTIONS: Forest Service (FS) requires the respondent to provide the most recent fiscal year financial statement. FS may also request the respondent to provide two additional years of financial data, on a case by case basis. If more space is needed to fully answer any item below, attach additional sheets.

1. NAME OF CORPORATION, PARTNERSHIP, OR PROPRIETORSHIP (include any names the organization/firm operated under during past three years and specify the year operated for each name):

2. STATE INCORPORATED	3. DATE INCORPORATED	4. ADDRESS OF PRINCIPAL PLACE OF BUSINESS <i>(with ZIP CODE)</i>
-----------------------	----------------------	---

5. IF PARTNERSHIP, NAMES OR PARTNERS, AND THEIR PARTNERSHIP INTERESTS

6. NAMES, TITLES, AND ADDRESSES OF CORPORATE OFFICERS AND DIRECTORS, WITH NUMBER OF SHARES OF STOCK OWNED BY EACH

FULL NAME	TITLE	ADDRESS <i>(Number, Street, City, State, and ZIP CODE)</i>	SHARES OWNED


7. REFERENCES (At least three should be given, preferable banks):

Full Name	ADDRESS (Number, Street, City, State, and ZIP CODE)

**NOTE: Respondents may submit certified financial statements in lieu of answering PARTS A through C on the next pages. However, respondents must complete either certification statement PART D (1) or PART D (2) at the bottom of the last page.**

<b>PART A. BALANCE SHEET</b>			
	CURRENT YEAR	PAST YEAR	THIRD YEAR
	(MM/DD/YYYY)	(MM/DD/YYYY)	(MM/DD/YYYY)
<b>YEAR ENDED</b>			
<b>ASSETS</b>			
CURRENT ASSETS:			
CASH			
RECEIVABLES-TRADE			
LESS ALLOWANCES FOR DOUBTFUL ACCOUNTS	< >	< >	< >
INVENTORIES (LIST MAJOR CATEGORIES):			
SUPPLIES AND MISCELLANEOUS			
MARKETABLE SECURITIES			
PREPAID EXPENSES			
SUPPLIES INVENTORY			

OTHER CURRENT ASSETS:			
TOTAL CURRENT ASSETS			
FIXED ASSETS:			
LAND			
BUILDINGS			
MACHINERY AND EQUIPMENT			
PLANT			
LEASEHOLD IMPROVEMENTS			
OTHER			
LESS ALLOWANCE FOR DEPRECIATION	< >	< >	< >
BOOK VALUE-FIXED ASSETS			
OTHER ASSETS:			
DEPOSITS-CASH			
DEPOSITS-SECURITIES			

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TOTAL-OTHER ASSETS			
<b>TOTAL ASSETS</b>			

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

TOTAL OTHER LIABILITIES			
<b>TOTAL LIABILITIES</b>			
<i>OWNER EQUITY:</i>			
CAPITAL STOCK OUTSTANDING			
RETAINED EARNINGS (DEFICIT)			
PARTNERS' INVESTMENT (DEFICIT)			
TOTAL OWNER EQUITY			
<b>TOTAL LIABILITIES AND OWNER EQUITY</b>			

**PART B. SUPPLEMENTAL DATA**

THIS STATEMENT IS ON THE-CASH BASIS \_\_\_\_\_ ACCRUAL BASIS \_\_\_\_\_

INVENTORIES ARE-LIFO \_\_\_\_\_ FIFO \_\_\_\_\_ COST OR MARKET WHICHEVER IS LOWER \_\_\_\_\_

NAMES OF CONTRACTORS OR SUB-CONTRACTORS USED (IF ANY):

<b>PART C. INCOME STATEMENT</b>	<b>CURRENT YEAR</b>	<b>PAST YEAR</b>
<b>THIRD YEAR</b>		

GROSS SALES		
LESS-RETURNS AND ALLOWANCES	< >	< >
NET SALES		
LESS-COST OF GOODS SOLD	< >	< >
GROSS PROFIT ON SALES		
LESS-SELLING EXPENSE	< >	< >
NET PROFIT (LOSS) ON SALES		
GENERAL EXPENSE:		
OFFICERS SALERIES		
LEGAL AND OTHER PROFESSIONAL EXPENSE		
OFFICE EXPENSE		

TOTAL GENERAL EXPENSE			
NET OPERATING PROFIT (LOSS)			
ADD-OTHER INCOME			
LESS-INTEREST EXPENSE			
INCOME TAXES	< >	< >	< >
OTHER EXPENSE	< >	< >	< >
NET AMOUNT OF OTHER INCOME AND EXPENSE	< >	< >	< >
NET PROFIT (LOSS) FOR YEAR			
<p>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.</p>			

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

**We, the undersigned, general officers (or members) of**

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

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

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

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

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

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

USDA Forest Service

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OMB 0596-0082

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.

U.S. GPO: 1996-720-508



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).

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## Appendix 18: National Quality Standards for Recreation Site Management

(formerly Meaningful Measures)

### Meaningful Measures for Quality Recreation Management

# RECREATION SITES

## National Quality Standards

February 5, 2002

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

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

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

# RECREATION SITES

## National Quality Standards

### **Key Measure: HEALTH AND CLEANLINESS**

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

### **Key Measure: RESOURCE SETTING**

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

### **Key Measure: SAFETY & SECURITY**

1. \*High-risk conditions do not exist in developed recreation sites.
2. \*Utility inspections meet federal, state, and local requirements.

3. Laws, regulations and special orders are enforced.
4. Visitors are provided a sense of security

**Key Measure: RESPONSIVENESS**

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

**Key Measure: CONDITION OF FACILITIES**

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

## Appendix 19: Water Testing Locations and Requirements

# Water Testing Locations and Requirements

### A. Water Systems

#### Regulations

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

Training and Outreach Section  
Office of Drinking Water  
Department of Health  
PO Box 47822  
Olympia, WA 98504-7828  
Office Phone, (360) 236-3164  
<http://www.doh.wa.gov/ehp/dw/>

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

#### General Operations

##### *Forest Service*

Provide water system logs, keys, valve wrenches and the like at the beginning of the season.

Provide technical advice and assistance when operation and maintenance problems arise.

Monitor Holder for compliance with routine water testing requirements.

##### *Holder*

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

the like.

#### Maintenance Standards for Water Fountains/Hydrants

- 1) All units and faucets drip free and operating properly,
- 2) Catch basins free of food particles, soap, grease, debris and standing water,
- 3) Painted surfaces clean.

#### General Standards

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

#### Bacteriological Testing

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

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

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

When "Repeat" tests samples are unsatisfactory the system is in "Violation" with State and Forest Service standards. A condition survey of the system should be performed. Take corrective actions as needed. The Holder shall take daily "Special" samples until two consecutive samples come back

satisfactory. If three “Special” samples come back unsatisfactory the system shall be closed until the problem is contained and corrected. The Forest Service shall be notified throughout this process.

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

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

#### Nitrate Testing

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

#### Coliform Sampling Plan

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

#### Monetary Responsibilities

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

#### Backup Water Sampler

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

#### System Start-Up, Draining and Winterizing

The Holder shall start-up, drain and winterize water systems in campgrounds listed below. Forest Service personnel will assist in this operation in the first year of the Authorization. In subsequent years it will be the Holder's responsibility, with only consulting help from the FS, to operate the following water systems:

- Kachess Campground
- Wish Poosh Campground
- Cle Elum River Campground
- Salmon La Sac Campground
- Cayuse Horse Campground
- Swauk Campground

- Mineral Springs Campground
- Taneum Campground
- Taneum Cabin

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

Holder shall install and remove pump handles at the beginning and ending of the season on hand pump systems and insure that system locks are properly installed.

#### Maintenance

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

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

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

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

## Appendix 20

**Operations and Maintenance Plan**  
**2011 Revision**  
**Addendum A**  
**Gale Creek Tract - Recreational Residence**  
**Cle Elum Ranger District**  
**Okanogan - Wenatchee National Forest**  
**Sec. 32, T. 22 N., R. 13 E., Willamette Meridian**

The Recreation Residence Gale Creek tract, located on the Cle Elum Ranger District, Okanogan-Wenatchee National Forest, is unique due to its location. The tract is adjacent to the Kachess Campground and shares the same access road. Kachess Campground is located on the National Forest but its facilities are managed by a private contractor (concessionaire) under a special use permit. Concessionaires are not paid to manage the campgrounds but instead must pay for the management of the campground from the fees they collect and must bear the cost for maintenance of the campground facilities including any fees for water use.

Over the years the concessionaire at Kachess Campground has established a system, voluntarily, to accommodate the recreation residence permittees. This addendum reflects that system and establishes it as part of the Gale Creek tract Operations and Maintenance Plan and must be followed to be in compliance with your recreation residence permit.

- 1) Kachess Campground
  - a) Right of access
    - i) The concessionaire will issue each permittee two (2) passes per year. These passes allow the permittee to enter the campground to access the recreation residence. The passes do not allow for free access to the campground itself. The concessionaire will be given a tract map with lot numbers to verify the number of passes given out. It is up to each permittee to supply their contact information so the concessionaire can send the passes in the mail.
    - ii) Should the permittee expect guests, the permittee needs to coordinate with the concessionaire and provide them the lot number, date and number of guest vehicles expected. They will then have the information at the entry station and admit the guests to the campground for the purpose of accessing your cabin. The number of vehicles cannot exceed the parking area your lot, damage vegetated areas or block access to other lots.
  - b) Security
    - i) The concessionaire will not provide security for personal property. The recreation residence permit states: *“The holder assumes all risk of loss to the authorized improvements.”* (Terms and Conditions IV.F). The concessionaire may, at his or her own discretion, advise the District Ranger of possible theft or vandalism on the recreation residence lots. The District Ranger’s ability to relay this information is hindered by the lack of updated phone numbers

and knowledge of which cabin may be effected. This may be mitigated if the permittee updates the contact information for their permit and clearly displays the lot number on the cabin (Operations and Maintenance Plan, Standards and Guidelines, Part II. 8. *“One sign may be permitted for each residence. Rustic, routed type signs on boards approximately 18 inches by 8 inches by 2 inches in thickness are recommended. The Authorized Officer may permit directional signing to residences as is considered appropriate and needed. County identification numbers are exempt however they are not recognized as lot identification numbers and are to be used only for county purposes.”*)

c) Use of Campground Facilities

i) The recreation residence permit does not include the use of any campground facilities. As any other member of the public you may not use *boat ramps, domestic use water, garbage service, comfort station operations and other amenities provided by the campground* without charge. Use of these facilities without written authorization from the concessionaire can place you in noncompliance with your permit. The permittee is responsible for providing copies of any authorizations to the District Ranger within one week of obtaining the authorization.

d) Access

i) Access to the lots varies based on the time of year

(1) The Kachess campground main entrance road is to be used during the months the campground is open.

(2) When the campground is closed you may use the alternate route through the Baker gate. One key can be issued to each permittee. You may not use any campground facilities when the campground is closed.

(3) There are times the Forest Service maybe working in the campground. During these times, usually when the campground is closed, the roads may be closed to the public for human health safety concerns such as falling hazard trees. You **may not** access the campground during times of road closures without written authorization from the Forest Service.

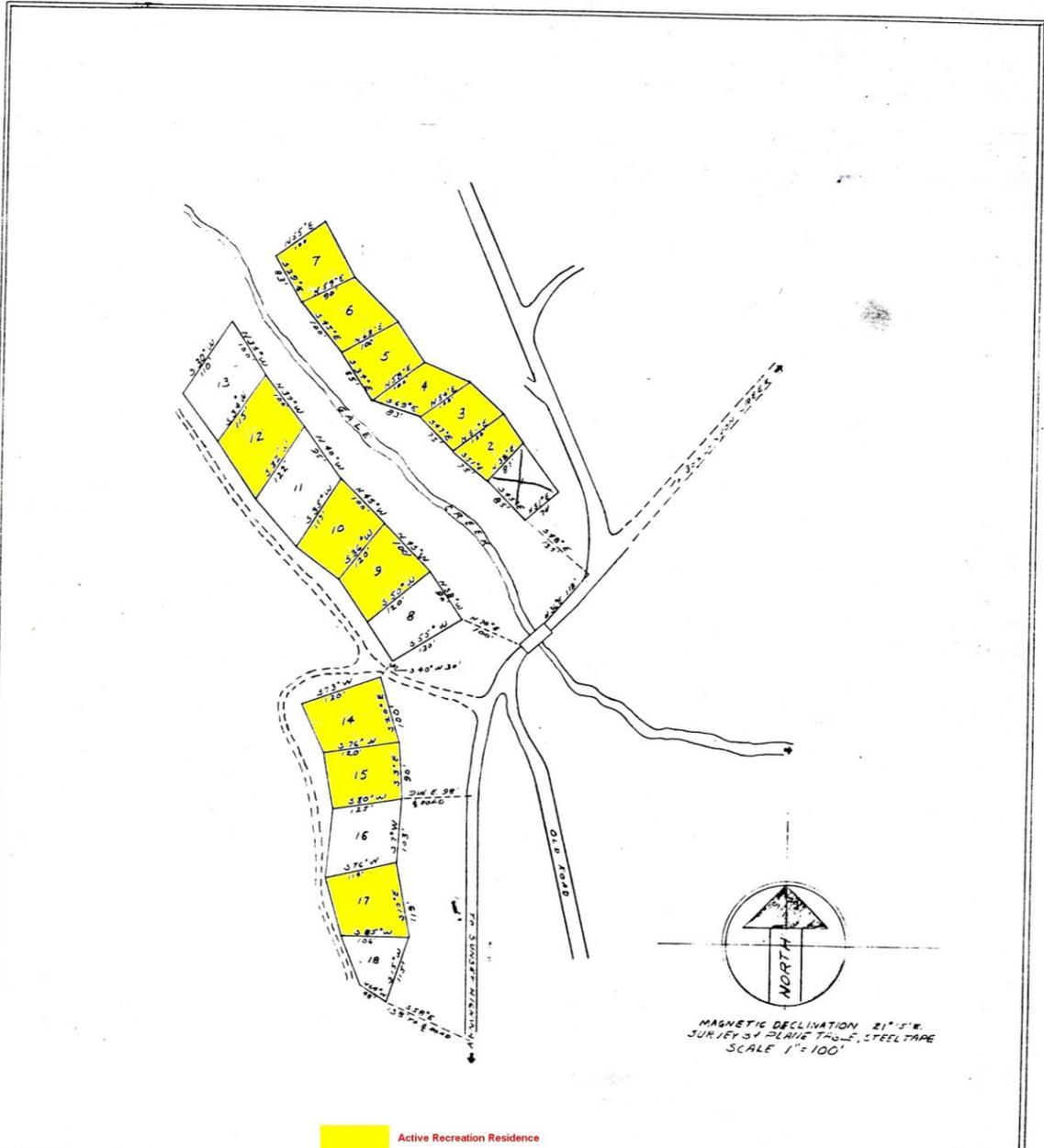
This Addendum attached hereto and made in a part of the parent Operation and maintenance Plan is accepted as a applicable to the terms and conditions of the authorized Term Special Use Permit.

Holder: \_\_\_\_\_

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

Title: District Ranger

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



MAGNETIC DECLINATION 21° 15' W  
 SURVEY BY PLAINFIELD, STEEL TAPE  
 SCALE 1" = 100'

Active Recreation Residence

SURVEYED BY: ELP & HVIE DRAWN BY: DEA 1/7/53 APPROVED BY: ELP DATE 1/14/53 APPROVED BY: F. P. Folsom DATE 1/24/53 DIST. RECORDS SECTION	U.S. DEPARTMENT OF AGRICULTURE FOREST SERVICE WENATCHEE NATIONAL FOREST PACIFIC NORTHWEST REGION	GALE CREEK SUMMER HOME AREA SEC. 32, T. 22 N., R. 13 E., W. 4.
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