

SEASONAL CAMPING AT CORPS PROJECTS

The entity(ies) responsible for operating outgranted campgrounds are referred to as "Lessee(s)" and are defined as those campgrounds operating under park and recreation leases which include by reference any sub-lessees, third-party operators, and commercial concession leases. The Real Estate Contracting Officer (RECO) at the District level will approve participation in the SCP.

Application Process and Delegation of Responsibilities.

a. Lessees must be in compliance with the terms and conditions of their existing lease prior to requesting participation in the SCP.

b. Lessees must request and receive concurrence for the SCP from the Operations Project Manager's office to be forwarded through the Operations District office staff to the Real Estate office for final approval. Third party or sublease operators must submit their application through and work with the Corps' prime Lessee. Applications shall be submitted by the lessee to the Operations Project Manager's Office. Applications shall include:

(1) Documentation to support the Lessee's qualifications to apply for SCP under Paragraph 7 Program Participation Requirements.

(2) A site map which specifically identifies each seasonal stay and standard campsite. (3) A copy of the Lessee's annual seasonal campsite rules, including all sites specific.

Rules and regulations.

(4) A detailed explanation of the rules under which the Lessee will administer the selection process for assigning camping spaces.

(5) District specific Acceptable Use Criteria in addition to those in Paragraph 8 of this regulation and documentation that the Lessee has been provided a copy of all SCP Acceptable Use Criteria.

c. The Operations and Real Estate Division offices will together review applications and determine eligibility/desirability to enter into the SCP.

Lessees should be aware that there is no commitment by the Corps to authorize

exemptions or to continue the SCP. The Corps reserves the right to terminate any SCP agreement at any time should local conditions change, the program no longer be in the public's best interest, or as a result of operational requirements.

New Lessees may participate in the SCP and will be held to the same requirements, standards, and responsibilities as defined in this program.

Implementation and Coordination.

a. Lessees participating in SCP shall be responsible for program management and enforcement of all terms and conditions of the approved SCP. Real Estate and Operations staff shall conduct periodic inspections of seasonal sites, but primary enforcement is the responsibility of the Lessee. Lessees must maintain and submit annual records relating to the SCP, as established by the responsible district.

b. When implementing any SCP, Real Estate or Operations may develop additional guidance under this regulation to address specific local requirements. Functional areas may also develop additional "Acceptable Use Criteria" that provides local specific use conditions for each participating Lessee.

c. Real Estate, Operations, and Project Office personnel shall be responsible for the formulation, implementation, and enforcement of individual site-specific SCP to include review and verification of the Lessee Program Administration Requirements in Paragraph 10, site conditions, periodic inspections, and reporting requirements.

Program Participation Requirements.

a. The Lessee operates a land-based campground.

b. Site Management - A copy of the most recent compliance inspection report and rating that provides documentation that the lessee has an established record of professionally managing their recreation-related facilities per lease requirements and is in substantial

Compliance with their development plan. New lessee's participation in the SCP will be in accordance with their development plan.

c. Emergency Operations-The campsites proposed for the SCP is either entirely above maximum pool elevation or the lessee can demonstrate a capability to remove all privately owned recreation equipment within a specified timeframe to prevent property damage and not hinder flood/emergency operations.

SCP Acceptable Use Criteria and Minimum General Requirements.

- a. For the purpose of this regulation, the term recreation vehicles (RVs) includes, but is not limited to, all truck-mounted campers, camp trailers, fifth-wheel camp trailers, pop-up tent trailers, motor homes, and motor coaches. Tents are not permitted.
- b. RVs will at all times comply with state license/registration requirements and will have wheels attached with tires that contain sufficient air pressure to support the weight of the RV at all times. RVs must be maintained in a state of ready mobility at all times, and nothing may be added to or removed from RVs which would impede this mobility. Temporary blocking for stability is permitted.
- c. All items creating the appearance of a permanent residence including, but not limited to, permanent foundations, roofing, decking, outbuildings, shade shelters, windbreaks, and permanent trailer skirting, are prohibited. Tie-downs and temporary skirting are prohibited unless approved in writing by the local Operations Manager.
- d. Items permitted under the Acceptable Use Criteria must be removed from the campground and/or seasonal site when not occupied. If the Lessee maintains an authorized designated storage area within the leased campground, said acceptable items may be moved to and stored at that area.
- e. Seasonal camping shall be defined as all stays exceeding the length of stay defined in the Lessee's out grant. Due to the varying length of recreation seasons throughout LRD, Districts/Projects will designate the length of the seasonal term. Individual campers occupying a site in a designated campground under this SCP are limited to nine months per calendar year. Non-occupancy dates must be established for all seasonal sites for a minimum of three consecutive months each year. All items must be completely removed from all seasonal sites during the non-occupancy dates and those sites must remain empty for the duration of the non-occupancy period for the purposes of seasonal camping.
- f. Transient sites must be comparable in quality to approved seasonal sites. The designation of seasonal and transient campsites must be coordinated, reviewed, and approved by Real Estate and Operation's staff. All seasonal sites shall be maintained to the same level as transient sites. The allowable percentage of seasonal campsites shall not exceed 65% of total campsites, unless authorized by the Division Real Estate Contracting Officer.

Station or via connection to a camp-ground sewage disposal system. Additional loading of Corps-operated sanitary systems as a result of Seasonal Camping operation is the responsibility of the Lessee. The Corps will not upgrade or expand its sanitary system. Portable sewage and grey water holding tanks of a capacity no larger than 30 gallons may be used while the seasonal site is occupied. No portable holding tanks will be permitted to remain on the site when the site is unoccupied.

g. Only one RV will be allowed per seasonal campsite. Guest RVs and vehicles will be required to utilize the campground's transient sites or other parking facilities. The placement of tents or other overnight occupancy facilities for use by visitors to the site is not permitted.

h. The Seasonal Camping program shall be operated to ensure fair application and equal opportunity to applicants. Seasonal campers shall be chosen and assigned annually through a selection process where the outcome is dependent upon chance or otherwise ensures Equitable assignment of spaces. The Lessee, in conjunction with the District/Project office, shall develop a selection process that is appropriate for the campground involved and the public demand for that facility. The Lessee shall notify the District/Project office in advance of the selection process to allow for potential observation.

i. The use of all seasonal campsites must be incidental to recreation; no residential occupancy is permitted.

Standards, Goals and Objectives.

a. The Lessee maintains compliance with all terms of both the prime lease and the approval that authorizes participation in the SCP.

b. The Lessee provides increased levels of maintenance to existing facilities and/or makes notable improvements to any portion of the Lessee's overall infrastructure as approved by RE and/or specified in the lease development plan.

c. The campground utilized by both seasonal and transient campers is maintained to levels identified in all lease agreements.

d. The operation of the SCP results in an increase in the overall facility campsite occupancy.

Program Administration Requirements.

a. Management. The Lessee shall request approval through the Operations Project office to the RE Office for any updates, changes or any revisions to seasonal campsite locations, numbers or campground rules. This could result in a new approval agreement.

b. Annual Reporting Requirements. Lessees participating in the SCP will be required to

submit the following information annually as established by the district RECO:

- (1) Campsite occupancy rates for both the seasonal and transient campsites.
- (2) Campsite fee structure for both seasonal and transient campsites.
- (3) Yearly income from seasonal campsites.
- (4) A written explanation of the seasonal campsite selection process.
- (5) A detailed description of site improvements or additional services funded by additional revenues generated via the SCP.
- (6) A ledger or reservation system spreadsheet showing the SCP campsite number and the associated state license plate number of vehicle/RV occupying that site.

Non-Compliance:

(1) If SCP compliance issues occur, the RE office, Operations staff and the Lessee will attempt to resolve the situation immediately. Non-compliance will be documented and written notice given to the Lessee through the applicable Real Estate Office. If the non-compliance cannot be resolved with an on-the-spot correction, written notice will be provided to the Lessee defining the non-compliance item(s) and requirements for correction to be resolved by a specific date. A follow-up inspection will then be set up and conducted to insure that the non-compliance item(s) have been corrected.

(2) If the non-compliance item(s) have not been resolved by the specified date, the Lessee will be given final notice that they have breached the terms of the SCP and that a revocation letter will be forthcoming if the non-compliance has not been resolved to the Corps' satisfaction by a final specified date.

(3) If the resolution is not reached by the final specified date, a formal letter of revocation which terminates the Lessee's participation in the SCP will be issued to the Lessee.