Young, Deirdre R

From: Foster, Maureen <maureen_foster@nps.gov>
Sent: Sunday, October 06, 2013 1:15 PM
To: Melissa Lackey; Lena McDowall; Barry Roth
Cc: Peggy O'Dell; Cam Sholly
Subject: Fwd: GOVERNMENT SHUTDOWN - Effects on Commercial Activities
Attachments: Avon Pier.jpg; Avon Fishing Pier Contract CAHA001-98-CC.pdf

---

Maureen D. Foster
Chief of Staff
National Park Service
1849 C Street, NW, Room 3114
Washington, DC 20240
202.208.5970 (direct)
202.208.3818 (main)

EXPERIENCE YOUR AMERICA
The National Park Service cares for special places
saved by the American people,
so that all may experience our heritage.

---------- Forwarded message ----------
From: **Sholly, Cam** <cam_sholly@nps.gov>
Date: Sun, Oct 6, 2013 at 12:46 PM
Subject: Fwd: GOVERNMENT SHUTDOWN - Effects on Commercial Activities
To: Margaret O'Dell <peggy_o'dell@nps.gov>, Maureen Foster <Maureen_Foster@nps.gov>

Hatteras concession issue

Cameron Sholly
Associate Director
Visitor and Resource Protection
National Park Service
(202) 565-1020-w
(202) 501-1287-f

---------- Forwarded message ----------
From: **Benge, Shawn** <shawn_benge@nps.gov>
Date: Sun, Oct 6, 2013 at 12:39 PM
Subject: Fwd: GOVERNMENT SHUTDOWN - Effects on Commercial Activities

To: Lena McDowall <lena_mcdowall@nps.gov>
Cc: Cam Sholly <cam_sholly@nps.gov>, Melissa Lackey <melissa.lackey@sol.doi.gov>

Lena,

The email below provides a good narrative of the situation as it currently stands related to Avon Pier. The narrative and email thread also explains how the park provided notification to the operation. A copy of the contract is attached.

After the concession operator closed yesterday evening, the Park installed signs and barricades to close the area as described below. SERO is currently attempting to get in touch with the park to learn if the operator moved the barricades and/or opened for business this morning. For some reason, we are having difficulty in contacting the park. Standby.

If the operator did open, we are at a decision point regarding what to do next.

---------- Forwarded message ----------
From: **Echols, Darrell** <darrell_echols@nps.gov>
Date: Sat, Oct 5, 2013 at 4:56 PM
Subject: Fwd: GOVERNMENT SHUTDOWN - Effects on Commercial Activities
To: Stan Austin <stan_austin@nps.gov>, Shawn Benge <shawn_benge@nps.gov>, David Horne <david_horne@nps.gov>
Cc: Barclay Trimble <Barclay_Trimble@nps.gov>, Paul Stevens <Paul_Stevens@nps.gov>, Cyndy Holda <cyndy_holda@nps.gov>

Folks,

I have attached a copy of the current Avon Pier Contract as well as a aerial picture of the pier and the surrounding property. In the image, the red line denotes the park's boundary and the yellow polygon denotes private property. Everything east of the red line is owned by NPS.

Avon-Thornton is the current concession operator for the Avon Fishing Pier, the only functioning fishing pier within Cape Hatteras NS. It is operating on 1-year extensions until a new contract can be awarded. Services provided by the pier concession are the operation of a fishing pier and the sale of related items. The pier house is a sales area that manages access to the pier (charges a fee to patrons), sells fishing related items (poles, bait, lures, etc.), sells visitor items (postcards, gifts, pictures, etc.), and sells convenience items (bottled water, sodas, packaged food, etc.). The entrance ramp to the pier house, pier house, and the pier were purchased by the NPS in the 80's. Exhibit B outlines the land assigned to the Avon Pier contract, which includes a 100 ft wide swath from the western boundary to the Atlantic Ocean. Exhibit C identifies the government improvements provided to Avon-Thornton as part of the contract and identifies the pier house and pier.

On October 1, the park concession specialist called Kieth Matthews (site manager at the Avon Pier), Scott Huff (general manager of EWN Development Company who operates the pier), and the account manager for EWN notifying them that the pier needed to close as required by the government shutdown. An email (attached below) outlining the requirement was also sent to Mr. Matthews and Mr. Huff. Barclay Trimble, at the request of Mr. Huff, called Mr. Huff explaining the requirement to close the pier. They agreed to close the pier at 12:00 on October 1. The pier remained closed until 6:00 am October 5.

On October 5, the park Chief Ranger and Deputy Superintendent contacted Kieth Matthews (pier manager) and Ed Nunnally (Owner of EWN) and advised them that the pier must be closed while the government is shutdown. Mr. Nunnally advised us that he would not close and did not care about the contract.

The park will continue with our original plan,which is to install barricades and signs at the entrance to the pier and signs on the pier house doors, but not post an LE Ranger. We will monitor the pier throughout the day tomorrow to see if the closure is violated. Pictures will be taken of the barricades and of any activity that takes place during the day.

Please let us know if you need any additional information or clarification.

Darrell

---------- Forwarded message ----------
From: **Blankenship, Jo Anne** <jo_anne_blankenship@nps.gov>
Date: Sat, Oct 5, 2013 at 4:49 PM
Subject: Fwd: GOVERNMENT SHUTDOWN - Effects on Commercial Activities
To: Darrell Echols <darrell_echols@nps.gov>

This is the email that was sent to all concessioners and CUA holders.

Unfortunately, I sent this to them as a bcc, so the names are not showing up in the forward, but I sent this to the General Manager of EWN Development Company, with a follow-up phone call, the Account Manager for EWN Development Company, and the Site Manager for EWN Development Company.

Thank You,
Jo Anne

---------- Forwarded message ----------
From: **Blankenship, Jo Anne**
Date: Tuesday, October 1, 2013
Subject: GOVERNMENT SHUTDOWN - Effects on Commercial Activities
To:

NOTICE TO ALL CONCESSIONERS AND COMMERCIAL USE AUTHORIZATION HOLDERS

OUTER BANKS GROUP
Cape Hatteras National Seashore (Seashore)
Wright Brothers National Memorial
Fort Raleigh National Historic Site

EFFECTIVE IMMEDIATELY

Due to the lapse in appropriations (government shutdown), the National Park Service is taking the required steps to close and secure national park facilities and grounds including all commercial services under concession contracts and commercial use authorizations (CUA).

The shutdown starts TODAY, Tuesday, October 1, 2013 and will remain in effect until Congress passes an appropriation to reopen the Federal Government

- All day-use, concession-operated visitor services and facilities, regardless of physical location, are to be closed.
- Services offered via CUA, whether originating within or outside of National Park Service boundaries, are to cease operations within National Park Service boundaries.
- Concessioners and CUA holders may not commence new trips after a shutdown has been initiated. Visitors on guided trips (charter boat, headboat, or horseback riding), whether concessioner-operated or under a CUA, that have already departed at the start of the shutdown will be allowed to complete their trip that day.
- Access to privately owned boats is permitted, but use for recreational purposes within Seashore boundaries is not allowed. This includes departing from or returning to a marina within the Seashore.

The National Park Service will provide you with additional information as it becomes available.

Thank You,
Jo Anne

--
Jo Anne Blankenship
NPS-Outer Banks Group
Concessions Specialist
(252) 475-9048 work
(252) 216-6340 cell

CONFIDENTIALITY NOTICE
The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

--
Jo Anne Blankenship
NPS-Outer Banks Group
Concessions Specialist
(252) 475-9048 work
(252) 216-6340 cell

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--
Darrell L. Echols
Deputy Superintendent

Outer Banks Group - Cape Hatteras National Seashore, Wright Brothers National Memorial, and Fort Raleigh National Historic Site
1401 National Park Drive
Manteo, NC 27954

(office) (252) 475-9031
(fax) (252) 473-2595

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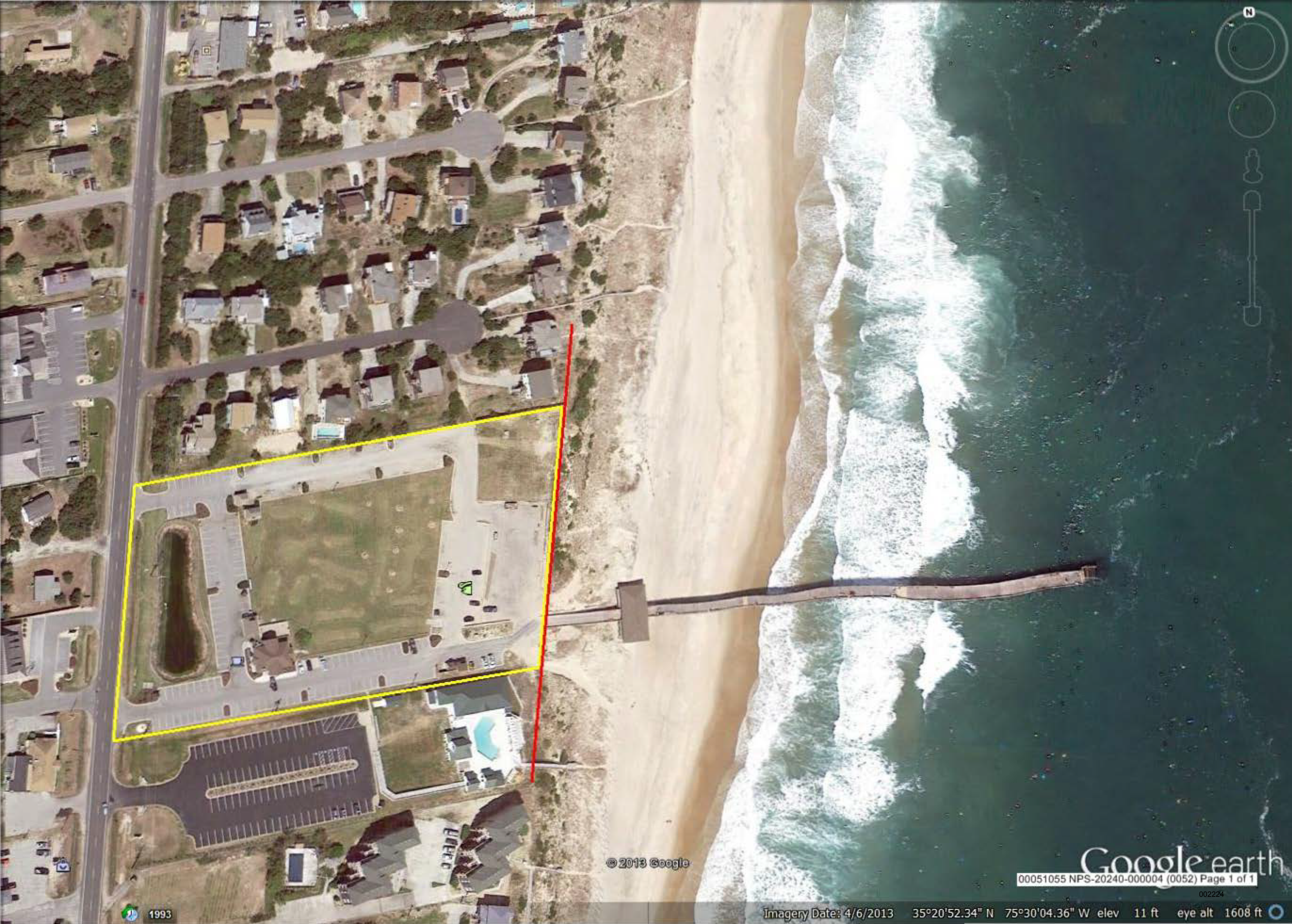
Shawn Benge
Deputy Regional Director
Southeast Region
National Park Service
Office: 404 507 5605
Cell: 404 272 7253


N
© 2013 Google
Google earth
1993
Imagery Date: 4/6/2013 35°20'52.34" N 75°30'04.36" W elev 11 ft eye alt 1608 ft

4312-53

DEPARTMENT OF THE INTERIOR

National Park Service

Notice of Continuation of Visitor Services

AGENCY: National Park Service, Interior

ACTION: Public Notice

SUMMARY: Pursuant to the terms of existing concession contracts, the National Park Service hereby gives notice that it has continued visitor services for a period not-to-exceed 1 year from the date of contract expiration with respect to the listed contracts.

EFFECTIVE DATE: January 1, 2012

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to the maximum allowable under 36 C.F.R. § 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Conc ID Number	Concessioner Name	Park
NACC001-89	Golf Course Specialists, Inc.	National Mall and Memorial Parks
NACC006-98	Thanh Van Vo	National Mall and Memorial Parks
NACC009-98	Hung Thi Nguyen	National Mall and Memorial Parks
GATE003-98	Marinas of the Future, Inc.	Gateway National Recreation Area
SHEN001-85	ARAMARK Sports and Entertainment Services, Inc.	Shenandoah National Park
LAKE001-73	Rex G. Maughan & Ruth G. Maughan	Lake Mead National Recreation Area
LAKE002-82	Lake Mead RV Village, LLC	Lake Mead National Recreation Area
LAKE005-97	Rex G. Maughan	Lake Mead National Recreation Area
LAKE006-74	Las Vegas Boat Harbor, Inc.	Lake Mead National Recreation Area
LAKE009-88	Temple Bar Marina, LLC	Lake Mead National Recreation Area
LARO001-92	Dakota Columbia Rentals, LLC	Lake Roosevelt National Recreation Area
OLYM001-78	ARAMARK Sports and Entertainment Services, Inc.	Olympic National Park
OLYM002-89	Log Cabin Resort, Inc.	Olympic National Park
ROLA003-87	Ross Lake Resort, Inc.	North Cascades National Park Service Complex
SEKI001-97	Timothy B. Loverin and Patty Loverin	Sequoia and Kings Canyon National Parks
AMIS002-89	Lake Amistad Resort and Marina, LLC	Amistad National Recreation Area
AMIS003-87	Rough Canyon Marina, LLC	Amistad National Recreation Area
CACH001-84	White Dove, Inc., dba Thunderbird Lodge	Canyon de Chelly National Monument
GLAC002-81	Glacier Park, Inc.	Glacier National Park
GLCA002-88	ARAMARK Bullfrog Marina Inc. and Halls Crossing Resort	Glen Canyon National Recreation Area
GLCA003-69	ARAMARK Wahweap Lodge and Marina, Inc.	Glen Canyon National Recreation Area
GRTE003-97	Signal Mountain Lodge, LLC	Grand Teton National Park
GRTE004-98	Harold M. Turner, John F. Turner, and Donald M. Turner	Grand Teton National Park
INDE001-94	Concepts by Staib, Ltd.	Independence National Historical Park
MEVE001-82	ARAMARK Mesa Verde Company, Inc.	Mesa Verde National Park
PEFO001-85	Xanterra Parks and Resorts, LLC	Petrified Forest National Park
OZAR012-88	Akers Ferry Canoe Rental, Inc.	Ozark National Scenic Riverways
BLRI001-93	Southern Highland Handicraft Guild	Blue Ridge Parkway
BLRI002-83	Northwest Trading Post, Inc.	Blue Ridge Parkway
CAHA001-98	Avon-Thornton Limited Partnership	Cape Hatteras National Seashore
CAHA004-98	Oregon Inlet Fishing Center, Inc.	Cape Hatteras National Seashore
MACA002-82	Forever Resorts	Mammoth Cave National Park
VIIS001-71	Caneel Bay, Inc.	Virgin Islands National Park

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Chief, Commercial Services Program, National Park Service, 1201 Eye Street, NW., 11th Floor, Washington, DC 20005, Telephone (202) 513-7156.

_____
Jo A. Pendry
Acting Associate Director, Business Services

Date: _____

[Federal Register: January 14, 2011 (Volume 76, Number 10)]
[Notices]
[Page 2705-2706]
From the Federal Register Online via GPO Access [wais.access.gpo.gov]
[DOCID:fr14ja11-71]

DEPARTMENT OF THE INTERIOR

National Park Service

[NPS-WASO-CONC-0111-6326; 2410-OYC]

Notice of Continuation of Visitor Services

AGENCY: National Park Service, Interior.

ACTION: Public notice.

DATES: Effective January 1, 2011.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Chief, Commercial Services Program, National Park Service, 1201 Eye Street, NW., 11th Floor, Washington, DC 20005, Telephone, (202) 513-7156.

[[Page 2706]]

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed 1 (one) year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Conc ID No.	Concessioner name	Park
NACC004-89	Landmark Services Tourmobile, Inc.	National Capital Parks--Central.
INDE001-94	Concepts by Staid, Ltd	Independence National Historical Park.
SHEN001-85	ARAMARK Sports & Entertainment Services, Inc.	Shenandoah National Park.
DEVA002-81	Xanterra Parks & Resorts, Inc.	Death Valley National Monument.
LAKE001-73	Rex G. Maughan & Ruth G. Maughan.	Lake Mead National Recreation Area.
LAKE002-82	Lake Mead RV Village, LLC.	Lake Mead National Recreation Area.
LAKE005-97	Rex G. Maughan	Lake Mead National Recreation Area.
LAKE006-74	Las Vegas Boat Harbor, Inc..	Lake Mead National Recreation Area.
LAKE009-88	Seven Resorts, Inc.	Lake Mead National Recreation Area.
OLYM001-78	ARAMARK Sports & Entertainment, Inc.	Olympic National Park.
OLYM002-89	Log Cabin Resort, Inc.	Olympic National Park.
ROLA003-87	Ross Lake Resort, Inc.	Ross Lake National Recreation Area.
AMIS002-89	Forever Resorts	Amistad National Recreation Area.
AMIS003-87	Forever Resorts	Amistad National Recreation Area.
CACH001-84	White Dove, Inc. dba Thunderbird Lodge.	Canyon de Chelly National Monument.
GLAC002-81	Glacier Park, Inc.	Glacier National Park.
GLCA002-88	ARAMARK	Glen Canyon National Recreation Area.
GLCA003-69	ARAMARK	Glen Canyon National Recreation Area.
GRTE003-97	Rex G. and Ruth G. Maughan.	Grand Teton National Park.
GRTE004-98	Louise M. and Harold M. Bertschy dba	Grand Teton National Park.

	Triangle X Ranch.	
MEVE001-82	ARAMARK	Mesa Verde National Park.
PEFO001-85	Xanterra Parks & Resorts, LLC.	Petrified Forest National Park.
HOSP002-94	Buckstaff Bath House Company.	Hot Springs National Park.
OZAR012-88	Akers Ferry Canoe Rental, Inc.	Ozark National Scenic Riverway.
OZAR016-89	Carr's Grocery & Canoe Rental.	Ozark National Scenic Riverway
BLRI001-93	Southern Highland Handicraft Guild.	Blue Ridge Parkway.
BLRI002-83	Northwest Trading Post, Inc.	Blue Ridge Parkway.
BLRI007-82	Forever NPC Resorts, LLC.	Blue Ridge Parkway.
CAHA001-98	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CAHA002-98	Cape Hatteras Fishing Pier, Inc.	Cape Hatteras National Seashore.
CAHA004-98	Oregon Inlet Fishing Center, Inc.	Cape Hatteras National Seashore.
MACA002-82	Forever Resorts, Inc.	Mammoth Cave National Park.
VIIS001-71	Caneel Bay, Inc.	Virgin Islands National Park.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Chief, Commercial Services Program, National Park Service, 1201 Eye Street, NW., 11th Floor, Washington, DC 20005, Telephone (202) 513-7156.

Dated: January 10, 2011.

Katherine H. Stevenson,
Associate Director, Business Services.

[FR Doc. 2011-693 Filed 1-13-11; 8:45 am]
BILLING CODE 4312-53-P

CAHA001

United States Department of the Interior

NATIONAL PARK SERVICE
Southeast Regional Office
Atlanta Federal Center
1924 Building
100 Alabama St., S.W.
Atlanta, Georgia 30303

In Reply Refer To:

C3827

RECEIVED
DEC 0 5 2008

Mr. Edward W. Nunnally
For the Avon Pier
E.W.N. Development Company
P.O. Box 899
Powhatan, VA 23139
CC-CAHA001-98

Dear Mr. Nunnally:

The National Park Service continues the process of issuing prospectuses for new concessions contracts. The development and public solicitation of a prospectus for a concession contract covering services which you are currently providing has not been completed at this time.

Accordingly, under the provisions of your current concession contract that provide for your continuation of operations for a reasonable time after expiration, the National Park Service hereby authorizes you to continue operational visitor services for a period not to exceed one year (December 31, 2009) under the terms and conditions of your current contract, as amended or until such time as a new contract for this operation is awarded, whichever occurs first.

The National Park Service will notify you when it issues a solicitation for award of a new concessions contract covering the service provided by you.

Please indicate your receipt of this authorization by signing and dating this letter in the space provided below. Return the signed letter to the full address listed in the heading at the top of this page no later than **December 31, 2008**, and specify the letter should be routed to the Concessions Office.

Sincerely,

David Vela
Regional Director
Southeast Region

Accepted: _____ Date _____
Edward W. Nunnally

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[Federal Register: February 22, 2005 (Volume 70, Number 34)]
[Notices]
[Page 8628-8629]
From the Federal Register Online via GPO Access [wais.access.gpo.gov]
[DOCID:fr22fe05-111]

DEPARTMENT OF THE INTERIOR

National Park Service

Notice; Continuation of Visitor Services

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed 1 year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Concid No.	Concessioner's name	Park
CC-BISC006-89	Florida National Parks & Monuments Assoc., Inc.	Biscayne National Park.
CC-BISO006-96	The View/Bear Camp (Bear Creek Campgrounds & Equestrian Area).	Big South Fork NRRA.
CC-BLRI001-93	Southern Highland Handicraft Guild.	Blue Ridge Parkway.
CC-BLRI002-83	Northwest Trading Post, Inc..	Blue Ridge Parkway.
CC-BUIS001-98	Southern Seas, Inc....	Buck Island Reef NM.
CC-BUIS006-98	Teroro, Inc.....	Buck Island Reef NM.
CC-BUIS015-98	Milemark, Inc.....	Buck Island Reef NM.
CC-CAHA001-98	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CC-CAHA002-98	Cape Hatteras Fishing	Cape Hatteras

	Pier, Inc..	National Seashore.
CC-CAHA003-98.....	Hatteras Island Motel Limited Partnership.	Cape Hatteras National Seashore.
CC-CAHA004-98.....	Oregon Inlet Fishing Center, Inc..	Cape Hatteras National Seashore.
CC-CALO003-98.....	Morris Marina, Kabin Kamps & Ferry Service, Inc.	Cape Lookout NS.
CC-EVER002-89.....	Everglades National Park Boat Tours, Inc..	Everglades National Park.
CC-EVER001-80.....	Xanterra Parks and Resorts.	Everglades National Park.
CC-FOSU001-86.....	Fort Sumter Tours, Inc..	Fort Sumter NM.
CC-GRSM002-83.....	Leconte Lodge, Inc....	Great Smoky Mountains NP.
CC-GRSM007-94.....	Smokemont Riding Stables of North Carolina, Inc.	Great Smoky Mountains NP.
CC-VIIS001-71.....	Caneel Bay, Inc.....	Virgin Islands NP.

[[Page 8629]]

EFFECTIVE DATE: January 2, 2005.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Concession Program Manager, National Park Service, Washington, DC 20240, Telephone 202/513-7156.

Dated: December 17, 2004.
Alfred J. Poole, III,
Acting Associate Director, Administration, Business Practices and Workforce Development.
[FR Doc. 05-3334 Filed 2-18-05; 8:45 am]

BILLING CODE 4312-53-M

[Federal Register: January 31, 2003 (Volume 68, Number 21)]
[Notices]
[Page 5042-5043]
From the Federal Register Online via GPO Access [wais.access.gpo.gov]
[DOCID:**fr31ja03-116**]

DEPARTMENT OF THE INTERIOR

National Park Service

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed one year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to the maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the development and public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed one year under the terms and conditions of current contracts as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Concessioner ID No.	Concessioner name	Park
CP-BISC002-87	Biscayne National Underwater Park, Inc.	Biscayne National Park.
CP-BISC006-89	Florida National Parks & Monuments Assoc.	Biscayne National Park.
CP-EVER006-89	Florida National Parks & Monuments Assoc.	Big Cypress National Preserve.
TCC-BISO002-99	Bobby Gene and Gretta York.	Big South Fork NRRA NRRA.
CP-BISO002-89	Eastern National..	Big South Fork NRRA NRRA.
CP-BISO001-98	LeConte Lodge Limited Partnership.	Big South Fork NRRA.
CP-BISO006-96	The View, Bear	Big South Fork

	Creek Horse Camp.	NRRA.
CP-BISO005-95.....	The View, Station Camp.	Big South Fork NRRA.
CP-BLRI009-87.....	Parkway Inn.....	Blue Ridge Parkway.

[[Page 5043]]

CP-BLRI002-83.....	Northwest Trading Post.	Blue Ridge Parkway.
CP-BLRI001-93.....	Southern Highland Handcraft Guild.	Blue Ridge Parkway.
CP-BUIS001-98.....	Southern Seas, Inc	Buck Island Reef NM.
CP-BUIS006-98.....	Teroro, Inc.....	Buck Island Reef NM.
CP-BUIS008-98.....	Llewellyn Westerman.	Buck Island Reef NM.
CP-BUIS014-98.....	Francis J. Waters.	Buck Island Reef NM.
CP-BUIS015-98.....	Milemark, Inc.....	Buck Island Reef NM.
CP-BUIS019-98.....	Carl Punzenberger.	Buck Island Reef NM.
CC-CAHA001-98.....	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CC-CAHA002-98.....	Cape Hatteras Fishing Pier, Inc.	Cape Hatteras National Seashore.
CC-CAHA003-84.....	Hatteras Island Motel Limited Partnership.	Cape Hatteras National Seashore.
CC-CALO004-98.....	Oregon Inlet Fishing Center, Inc.	Cape Hatteras National Seashore.
CC-CALO003-98.....	Morris Marina, Kabin Kamps and Ferry Service, Inc.	Cape Lookout NS.
CC-CALO005-98.....	Alger G. Willis Fishing Camp, Inc.	Cape Lookout NS.
CC-CUIS001-88.....	Lang Seafood, Inc.	Cumberland Island NS.
CP-EVER006-89.....	Florida National Parks & Monuments Assoc.	Everglades National Park.
CC-EVER001-80.....	Xanterra Parks and Resorts.	Everglades National Park.
CI-FOFR001-98.....	Fort Frederica Association.	Fort Frederica National Monument.
CP-GRSM004-98.....	Cades Cove Riding Stables, Inc.	Great Smoky Mountains.
CP-GRSM005-98.....	Cherokee Boys Club	Great Smoky Mountains.
CP-GRSM010-98.....	Great Smokey Mountains NHA.	Great Smoky Mountains.
CP-GRSM002-83.....	Leconte Lodge	Great Smoky

	Limited.	Mountains.
CP-GRSM003-98.....	Tammy Shular.....	Great Smoky Mountains.
CP-GRSM007-94.....	Smokemont Riding Stables of North Carolina, Inc.	Great Smoky Mountains.
CC-GUIS001-98.....	Dudley Food and Beverage, Inc.	Gulf Island National Seashore.
CC-GUIS003-89.....	Pan Isles, Inc....	Gulf Island National Seashore.
CP-NATR004-98.....	Craftmen's Guild of Mississippi, Inc.	Natchez Trace Parkway.
CP-SERO001-92.....	Eastern National..	South East Region.
CC-VIIS001-71.....	Caneel Bay, Inc...	Virgin Islands NP.
CP-VIIS008-96.....	Caneel Bay, Inc...	Virgin Islands NP.
CO-VIIS007-98.....	Maho, Inc.....	Virgin Islands NP.
CP-WRBR001-98.....	Kitty Hawk Aero Tours, Inc.	Wright Brothers National Monument.

EFFECTIVE DATE: January 2, 2003.

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program Manager, National Park Service, Washington, DC, 20240, Telephone 202/513-7156.

Dated: December 13, 2002.

Richard G. Ring,

Associate Director, Administration, Business Practices and Workforce Development.

[FR Doc. 03-2324 Filed 1-30-03; 8:45 am]

BILLING CODE 4310-70-M

[Federal Register: December 28, 2001 (Volume 66, Number 249)]
[Notices]
[Page 67297-67300]
From the Federal Register Online via GPO Access [wais.access.gpo.gov]
[DOCID:**fr28de01-117**]

DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits: Extension of Expiring Contracts for Up to One Year

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to 36 CFR 51.23; public notice is hereby given that the National Park Service proposes to extend the following expiring concession contracts for a period of up to one year, or until such time as a new contract is executed, whichever occurs sooner.

SUPPLEMENTARY INFORMATION: All of the listed concession authorizations will expire by their terms on or before December 31, 2001. The National Park Service has determined that the proposed short-term extensions are necessary in order to avoid interruption of visitor services and has taken all reasonable and appropriate steps to consider alternatives to avoid such interruption. These extensions will allow the National Park Service to complete and issue prospectuses leading to the competitive selection of concessioners for new long-term concession contracts covering these operations.

Concessioner ID No.	Concessioner name	Park
ANIA903	Katmai Guide Service.	Aniakchak National Monument and Preserve.
ANIA904	King Guiding Service.	Aniakchak National Monument and Preserve.
ANIA906	Cinder River Lodge...	Aniakchak National Monument and Preserve.
ARO001	Alaska Natural Hist Assn.	Alaska Regional Office.
BADL001	Oglala Sioux Tribe (Cedar Pass Lodge).	Badlands National Park.
BAND001	Bandelier Trading, Inc.	Badlands National Monument.
BEOL001	Bent's Old Fort Historical Assn.	Bent's Old Fort National Historic Site.
BISC002	Biscayne National Underwater Park, Inc.	Biscayne National Park.
BISO001	LeConte Lodge Limited Partnership.	Big South Fork National Recreation Area.

BUIS014	Francis J. Waters	Buck Island Reef National Monument.
BUIS015	Milemark, Inc.	Buck Island Reef National Monument.
BUIS019	Carl Punzenberger	Buck Island Reef National Monument.
CACO002	The Benz Corporation.	Cape Cod National Seashore.
CACO006	Hosteling International.	Cape Cod National Seashore.
CAHA001	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CAHA002	Cape Hatteras Fishing Pier, Inc.	Cape Hatteras National Seashore.
CAHA004	Oregon Inlet Fishing Center, Inc.	Cape Hatteras National Seashore.

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CALO003	Morris Marina, Kabin Kamps & Ferry Svc.	Cape Lookout National Seashore.
CALO005	Alger G. Willis Fishing Camps, Inc.	Cape Lookout National Seashore.
CHAM001	My Other Squeeze	Chamizal National Monument.
CHAM003	Triple L Rolling Restaurant.	Chamizal National Monument.
CHAM004	Donut Factory	Chamizal National Monument.
CHAM005	Party Time Ice Cream.	Chamizal National Monument.
CHAM006	Senor Elote	Chamizal National Monument.
CHAM007	Coronado Prime Meats.	Chamizal National Monument.
CHAM008	Mama's Papas	Chamizal National Monument.
CHAM009	Mando's Concessions	Chamizal National Monument.
CHAT001	Chattahoochee Outdoor Center, Inc.	Chattahoochee River National Recreation Area.
CHIS002	Channel Islands Aviation, Inc.	Channel Islands National Park.
COLM001	Colorado National Monument Assn.	Colorado National Monument.
COLO005	Eastern National	Colonial National Historic Park.
COLO001	Yorktown Shoppe	Colonial National Historical Park.
CUVA001	American Youth Hostels.	Cuyahoga Valley.
DENA030	Kantishna Air Taxi	Denali National Park and Preserve.
DENA005	Rainier Mountaineering, Inc.	Denali National Park and Preserve.
DENA006	Mountain Trip, Inc	Denali National Park and Preserve.
DENA008	Alaska Mountaineering School.	Denali National Park and Preserve.
DENA009	Fantasy Ridge Alpinism, Inc.	Denali National Park and Preserve.

YELL164.....	Gallatin Way Ranch...	Yellowstone National Park.
YELL165.....	Gunsel Horse Adventures.	Yellowstone National Park.
YELL166.....	Elkhorn Ranch.....	Yellowstone National Park.
YELL168.....	Llamas of West Yellowstone.	Yellowstone National Park.
YELL169.....	Shoshone Lodging Outfitters.	Yellowstone National Park.
YELL170.....	Diamond K Outfitters.	Yellowstone National Park.
ZION004.....	Zion Natural History Association.	Zion National Park.

EFFECTIVE DATE: January 2, 2002.

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program Manager, National Park Service, Washington, DC 20240, Telephone 202/565-1210.

Dated: November 29, 2001.

Cynthia Orlando,

Concession Program Manager, Park Operations and Education.

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BILLING CODE 4310-70-M

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

--00000--

CONCESSION CONTRACT

AVON-THORNTON LIMITED PARTNERSHIP

To Operate
Ocean Fishing Pier

WITHIN

CAPE HATTERAS NATIONAL SEASHORE

--00000--

CONTRACT NO. CC-CAHA001-98 EXECUTED October 13, 1998

COVERING THE PERIOD

JANUARY 1, 1998 THROUGH December 31, 1999

*** CAPE HATTERAS NATIONAL SEASHORE ***
**** Southeast Region - National Park Service ****

CONCESSION CONTRACT

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EXHIBITS

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***** CAPE HATTERAS NATIONAL SEASHORE *****
****** Southeast Region - National Park Service ******

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and Avon-Thornton Limited Partnership, a partnership formed and existing under the laws of the State of North Carolina, with Thornton Development Corporation the General Partner, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, Cape Hatteras National Seashore, the "Area" is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services that have been determined to be necessary and appropriate for the public use and enjoyment of the area be provided for the public visiting the area; and

WHEREAS, the United States provided such necessary facilities and services and desires the Concessioner to operate them at reasonable rates under the supervision and regulation of the Secretary; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (39 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965 (79 Stat. 969; 16 U.S.C. 20 et seq.), and other laws supplemental thereto and amendatory thereof, the Secretary and the Concessioner agree as follows:

SEC. 1. TERM OF CONTRACT This CONTRACT shall be for the term of two (2) years from January 1, 1998 through December 31, 1999.

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES (a) The Secretary hereby requires and authorizes the Concessioner during the term of this CONTRACT to operate an ocean fishing pier with related merchandising, for the public within the Area.

(b) The Secretary reserves the right to determine and control the nature, type and quality of the merchandise and services described herein to be sold or furnished by the Concessioner within the Area.

(c) This CONTRACT and the administration of it by the Secretary shall be subject to the laws of Congress governing the Area and rules, regulations and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to United States Public Health Service requirements. The Concessioner must also comply with applicable requirements promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

(d) In order to implement these requirements the Secretary in consultation with the Concessioner, shall establish and revise as circumstances warrant, specific operating requirements in the form of an Operating Plan which shall be adhered to by the Concessioner. The initial Operating Plan is attached hereto as Exhibit "G" and hereby made a part hereof. Modifications made to the initial Operating Plan by the Secretary shall not be inconsistent with the terms and conditions of the main body of this CONTRACT.

SEC. 3. PLANT, PERSONNEL AND RATES (a)(1) The Concessioner shall maintain and operate the facilities and services described above to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor, provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations under this CONTRACT commensurate with the capital invested and the obligations assumed. The Concessioner agrees that the terms of this CONTRACT provide the Concessioner this reasonable opportunity to realize a profit.

(a)(2) All rates and prices charged to the public by the Concessioner for services or goods furnished or sold shall be subject to regulation and approval by the Secretary. Reasonableness of rates and prices will be judged generally by comparison with those currently charged for comparable services or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

(a)(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances.

(b)(1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(b)(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(b)(3) The Concessioner shall, in addition to other laws and regulations which may be applicable to its operations, comply with applicable requirements of (i) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (ii) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (iii) 41 C.F.R. Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (iv) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by (P.L. 95-256) of April 6, 1978, and (v) the Architectural Barriers Act of 1968 (P.L. 90-480). The Concessioner also shall comply with regulations

heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public including those set forth in Exhibit "A" attached hereto and made a part hereof.

SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS (a)(1) The Secretary hereby assigns for use by the Concessioner during the term of this CONTRACT, certain parcels of land, as described in Exhibit "B" hereto, and Government Improvements, as described in Exhibit "C" hereto, appropriate to conduct operations hereunder.

(a)(2) The Secretary reserves the right to withdraw such assignments or parts thereof at any time during the term of this CONTRACT if, in his judgement, (i) such withdrawal is for the purpose of enhancing or protecting area resources or visitor enjoyment or safety, or (ii) the operations utilizing such assigned lands or buildings are terminated pursuant to Section 12 hereof.

(a)(3) Any permanent withdrawal of assigned lands or Government Improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination of this CONTRACT pursuant to Section 12 hereof. The Secretary shall compensate the Concessioner for any Possessory Interest it may have in such properties permanently withdrawn pursuant to Section 13 hereof.

(b)(1) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements affixed to or resting upon the lands assigned hereunder in such manner a to be part of the realty, constructed or acquired by the Secretary and assigned to the Concessioner by the Secretary for the purposes of this CONTRACT.

(b)(2) The Concessioner shall have a Possessory Interest to the extent provided elsewhere in this CONTRACT in capital improvements (as hereinafter defined) it makes to Government Improvements (excluding improvements made from funds from any Section 10 accounts) with the written permission of the Secretary. In the event that such Possessory Interest is acquired by the Secretary or a successor concessioner at any time, the Concessioner will be compensated for such Possessory Interest pursuant to Section 13 hereof.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the Area.

(d) The Concessioner may construct or install upon assigned lands such buildings, structures, and other improvements as are necessary for operations hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans and specifications thereof will be reviewed in accordance with applicable provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966, among other requirements.

(e) If, during the term of this CONTRACT, a Government Improvement requires capital improvement (major repairs and/or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair), such capital improvements shall be made by the Concessioner at its

expense if consistent with a reasonable opportunity for the Concessioner to realize a profit as described above. Where capital improvements to other Government facilities which directly support the Concessioner's operations under this CONTRACT are determined by the Secretary to be necessary for the accommodation of Area visitors, such improvements shall be made by the Concessioner at its expense unless the Secretary determines that expenditures for such improvements are inconsistent with a reasonable opportunity for the Concessioner to realize a profit as described above.

SEC. 5. MAINTENANCE (a) Subject to Section 4(e) hereof, the Concessioner will physically maintain and repair all facilities (both Government Improvements and Concessioner Improvements) used in operations under this CONTRACT, including maintenance of assigned lands and all necessary housekeeping activities associated with such operations, to the satisfaction of the Secretary.

(b) In order to implement these requirements, the Secretary shall undertake appropriate inspections, and, in consultation with the Concessioner, establish and revise as circumstances warrant a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The initial Maintenance Plan is attached hereto as Exhibit "F" and hereby made a part hereof. Modifications made to the initial Maintenance Plan by the Secretary shall not be inconsistent with the terms and conditions of the main body of this CONTRACT.

SEC. 6. CONCESSIONER'S IMPROVEMENTS (a)(1) "Concessioner Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this CONTRACT (excluding improvements made to Government Improvements and improvements made from funds in any Section 10 accounts), as follows: (i) such improvements upon the lands assigned at the date hereof as described in Exhibit "D" hereto; and (ii) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary.

(a)(2) Concessioner Improvements do not include any interest in the land upon which the improvements are located.

(a)(3) Any salvage resulting from the authorized removal, severance or demolition of a Concessioner Improvement or any part thereof shall be the property of the Concessioner.

(a)(4) In the event that a Concessioner Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner, at its expense, shall promptly, upon the request of the Secretary, restore the site as nearly as practicable to its original condition.

(b)(1) The Concessioner shall have a Possessory Interest, as defined herein, in Concessioner Improvements to the extent provided by this CONTRACT.

(b)(2) Possessory Interest in Concessioner Improvements or Government Improvements shall not be extinguished by the expiration or other termination of

this CONTRACT, and may not be terminated or taken for public use without just compensation as determined in accordance with Section 13. Performance of the obligations assumed by the Secretary under Section 13 hereof shall constitute just compensation with respect to the taking of Possessory Interest.

(c)(1) Possessory Interest, as the term is used in this CONTRACT, shall consist of all incidents of ownership in capital improvements made by the Concessioner after the effective date of this Contract with the written approval of the Secretary, except legal title which shall be vested in the United States and subject to other limitations as set forth in this CONTRACT. Particularly, among other matters, the existence of Possessory Interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity, and the use or enjoyment of any structure, fixture or improvement in which the Concessioner has a Possessory Interest shall be wholly subject to the applicable provisions of this CONTRACT and to the laws and regulations relating to the Area.

SEC. 7. UTILITIES (a) The Secretary may furnish utilities to the Concessioner for use in connection with the operations authorized under this CONTRACT when available at reasonable rates to be fixed by the Secretary in his discretion. Such rates which shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Secretary in effect at the time of billing.

(b) Should the Secretary not provide such utilities, the Concessioner shall, with the written approval of the Secretary and under such requirements as the Secretary shall prescribe, secure necessary utilities at its own expense from sources outside the Area or shall install the same within the Area with the written permission of the Secretary, subject to the following conditions:

(i) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with applicable State procedures and law. Such water rights, upon expiration or termination of this CONTRACT for any reason shall be assigned to and become the property of the United States without compensation;

(ii) Any utility service provided by the Concessioner under this Section shall, if requested by the Secretary, be furnished to the Secretary to such extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the Secretary for such service shall be approximately the average cost per unit of providing such service; and

(iii) All appliances and machinery to be used in connection with the privileges granted in this Section, as well as the plans for location and installation of such appliances and machinery, shall first be approved by the Secretary.

SEC. 8. ACCOUNTING RECORDS AND REPORTS (a) The Concessioner shall maintain an accounting system whereby its accounts can be readily identified with its system of accounts classification. The Concessioner shall submit annually as soon as possible but not later than sixty (60) days after the 31st day of December a financial statement for the preceding year or portion of a year as prescribed by the Secretary, and such other reports and data, including, but not limited to, operations information, as may be required by the Secretary. Such

information is subject to public release to the extent authorized by law or established policies and procedures of the Secretary. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Report Form issued by the Secretary. If the annual gross receipts of the Concessioner are in excess of $1,000,000, the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a State or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between $250,000, and $1,000,000, the financial statements shall be reviewed by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a State or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are less than $250,000, the financial statements may be prepared without involvement by an independent certified or licensed public accountant, unless otherwise directed by the Secretary.

If the Concessioner is required to have its annual financial statement (Concessioner Annual Financial Report) audited or reviewed, the Concessioner must use the accrual accounting method. In addition, it must include in its annual financial statement (Concessioner Annual Financial Report) a footnote that reconciles its annual financial statement to its Federal income tax returns.

(b) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall at any time up until the expiration of five (5) calendar years after the expiration of this Contract, have access to and the right to examine any of the Concessioner's pertinent books, documents, papers, and records, including Federal and State income tax returns (collectively "documents"), and such documents of any subconcessioner related to this Contract, and, such documents of any proprietary or affiliate companies of the Concessioner.

SEC. 9. FEES For the term of this CONTRACT, the Concessioner shall pay to the Secretary for the privileges granted herein, fees as follows:

(a)(1) An annual fee for the use of Government Improvements assigned to the Concessioner, as identified in Exhibit "C" hereto. This fee may be adjusted annually by the Secretary to equal the fair annual value of the related Government Improvement as determined by the Secretary.

(a)(2) In addition to the foregoing, a franchise fee equal to one and one-half PERCENT (1½%) of the Concessioner's gross receipts, as herein defined, for the preceding year or portion of a year.

(b) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the Concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "C" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts

due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the Concessioner's annual financial statement. Overpayments shall be offset against the following year's franchise fees due. All franchise fee payments consisting of $10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

(c) An interest charge will be assessed on overdue amounts for each 30-day period, or portion thereof, that payment is delayed beyond the 15-day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury.

(d)(1) The term "gross receipts" as used in this CONTRACT shall be mean the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this CONTRACT, including gross receipts of subconcessioners as herein defined and commissions earned on contracts or agreements with other persons or companies operating in the Area, and excluding gross receipts from intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employees' meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the Area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by; the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

(d)(2) The term "gross receipts of subconcessioners" as used in this CONTRACT shall mean the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of all such receipts to the Concessioner within 45 days after the 31st day of December each year or portion of a year. Subconcessioners shall maintain an accurate and complete record of all items listed in Subsection (d)(1) of this Section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in Subsection (d)(1) in computing the franchise fee payable to the Secretary as provided for in Subsection (a) hereof.

SEC. 10. ACCOUNTS No Government Improvement or Capital Improvement Accounts are included in this CONTRACT.

SEC. 11. BOND AND LIEN The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon faithful performance of this CONTRACT, in such form and in such amount as

the Secretary may deem adequate, not in excess of Five Thousand DOLLARS ($5,000). As additional security for the faithful performance by the Concessioner of all of its obligations under this CONTRACT, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets Of the Concessioner within the Area.

SEC. 12. TERMINATION (a)(1) The Secretary may terminate this CONTRACT in whole or part for default at any time and may terminate this CONTRACT in whole or part when necessary for the purpose of enhancing or protecting Area resources or visitor enjoyment or safety.

(a)(2) Operations under this CONTRACT may be suspended in whole or in part at the discretion of the Secretary when necessary to enhance or protect Area resources or visitor enjoyment or safety.

(a)(3) Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies.

(a)(4) Termination for default may be utilized in circumstances where the Concessioner has breached any requirement of this CONTRACT, including, but not limited to, failure to maintain and operate facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination or expiration of this CONTRACT, the total compensation to the Concessioner for such termination or upon expiration shall be as described in Section 13 ("Compensation") of this CONTRACT.

(c) In the event it is deemed by the Secretary necessary to suspend operations under this CONTRACT in whole or in part to enhance or protect Area resources or visitor enjoyment or safety, the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages, or other monies which may be claimed.

(d) To avoid interruption of services to the public upon the expiration or termination of this CONTRACT for any reason, the Concessioner, upon the request of the Secretary, shall (i) continue to conduct all operations hereunder for a reasonable period of time to allow the Secretary to select a successor concessioner, or (ii) consent to the use by a temporary operator, designated by the Secretary, of Concessioner Improvements and personal property, if any, not including current or intangible assets, used in operations hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation of such improvements and personal property, plus a return on the book value of such improvements and personal property equal to the prime lending rate, effective on the date the temporary operator assumes managerial and operational responsibilities, as published by the Federal Reserve System Board of Governors or as agreed upon by the parties involved. In such circumstances, the method of depreciation applied

shall be either straight line depreciation or depreciation as shown on the Concessioner's Federal income tax return.

SEC. 13. COMPENSATION (a) Just Compensation: The compensation described in this Section shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract expiration or termination where operations are to be continued: (b)(1) If, for any reason, including CONTRACT expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct operations hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government; (i) the Concessioner shall sell and transfer to the successor designated by the Secretary its Possessory Interest in Concessioner Improvements and Government Improvements, if any, as defined under this CONTRACT, and all other tangible property of the Concessioner used or held for use within the Area in connection with such operations; and, (ii) the Secretary will require such successor to purchase from the Concessioner such Possessory Interest, if any, and such other property, and to pay the Concessioner the fair value thereof.

(b)(2) The fair value of any possessory interest in Concessioner Improvements shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term or other benefits of the contract. The sound value shall be determined upon the basis of reconstruction cost less depreciation evidenced by its conditions and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. The fair value of possessory interest in Government improvements shall be book value. The initial fair value of Possessory Interest in Concessioner Improvements and Government Improvements on the effective date of this contract is -0-.

(b)(3) The fair value of merchandise and supplies shall be actual cost including transportation.

(b)(4) The fair value of equipment shall be its book value.

(c) Contract expiration or termination where operations are to be discontinued: If for any reason, including CONTRACT expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct operations hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof, within the Area, and/or to abandon, remove, or demolish any Concessioner Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its Possessory Interest in Concessioner Improvements and Government Improvements, if any, in the applicable amount as set forth in Section 13(b) hereof; (ii) the cost to the Concessioner of restoring any assigned lands to a natural condition, including removal and demolition, (less salvage) if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without further compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance. Notwithstanding any other provision of this CONTRACT to the contrary, in the event of termination of this CONTRACT for default for failure to maintain and operate accommodations, facilities and services hereunder to the satisfaction of the Secretary in accordance with the Secretary's requirements, compensation for Possessory Interest in Concessioner Improvements, if any, except for Possessory Interest in Concessioner Improvements in existence before the effective date of this CONTRACT, shall be as set forth in Section 13(b) hereof or at book value, whichever is less.

SEC. 14. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS (a) Pursuant to this Section and 36 C.F.R. Part 51, the Concessioner and/or any person or entity which owns a controlling interest (as is or as may be defined in 36 C.F.R. Part 51) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this Section) shall not assign or otherwise sell or transfer responsibilities under this CONTRACT or concession operations hereunder, or the Concessioner's assets in the concession operation, nor sell or otherwise assign, transfer or encumber (including, without limitation, mergers, consolidations, reorganizations, other business combinations, mortgages, liens or collateral) a controlling interest in such operations, this CONTRACT, or a controlling interest in the Concessioner's ownership or assets (as is or as may be defined in 36 C.F.R. Part 51), without the prior written approval of the Secretary.

(a)(2) Such approval is not a matter of right and is further subject to the requirements of 36 C.F.R. Part 51 (as are or as may be set forth therein). The Secretary will exercise his discretion as to whether and/or under what conditions a proposed transaction will be approved in accordance with established policies and procedures.

(a)(3) Failure to comply with this provision or the procedures described herein shall constitute a material breach of this CONTRACT for which this CONTRACT may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 12 hereof, and, the Secretary shall not be obliged to recognize any right of any person or entity to an interest in this CONTRACT or to own or operate operations hereunder acquired in violation hereof.

(b) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction which is subject to this Section that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request in writing the Secretary's approval of the proposed transaction prior to consummation and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction. The relevant documents shall be as described in 36 C.F.R. Part 51 but shall also include other documents as the Secretary may require.

(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for operations hereunder or any part hereof without the written approval of the Secretary given at least thirty (30) days in advance of such transaction.

(d) No mortgage shall be executed, and no bonds, shares of stock or other evidence of interest in, or indebtedness upon, the rights and/or properties of the Concessioner, including this CONTRACT, in the Area, shall be issued without prior written approval of the Secretary. Approval of such encumbrances shall be granted only for the purposes of installing, enlarging or improving, plant equipment and facilities, provided that, such rights and/or properties, including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment, transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such rights and/or properties but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

SEC. 15. APPROVAL OF SUBCONCESSION CONTRACTS All contracts and agreements (other than those subject to approval pursuant to Section 14 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this CONTRACT in whole or part shall be considered as subconcession contracts and shall be submitted in advance of execution to the Secretary for his approval and shall be effective only if approved. However, agreements with others to provide vending or other coin-operated machines shall not be considered as subconcession contracts. In the event any such subconcession contract or agreement is approved the Concessioner shall pay to the Secretary within sixty (60) days after the 31st day of December each year or portion of a year a sum equal to FIFTY PERCENT (50%) of any and all fees, commissions or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

SEC. 16. INSURANCE AND INDEMNITY (a)(1) General. The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under this CONTRACT.

(a)(2) The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary.

(a)(3) At the request of the Secretary, the Concessioner shall annually, or at the time insurance is purchased, provide the Secretary with a Statement of Concessioner Insurance and Certificate of Insurance as evidence of compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

(a)(4) The Secretary will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(b) Property Insurance. (b)(1) The Concessioner will, in the event of damage

or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Secretary to be necessary to satisfactorily discharge the Concessioner's obligations under this CONTRACT and for this purpose shall provide fire and extended insurance coverage on both Concessioner Improvements and Government Improvements in such amounts as the Secretary may require during the term of the CONTRACT. Those values currently in effect are set forth in Exhibit "E" to this CONTRACT. This exhibit will be revised if there is a substantial increase in value.

(b)(2) Such insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner Improvements and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 11 shall apply to such insurance proceeds.

(c) Additional Property Damage Requirements - Government Improvements, Property and Equipment. The following additional requirements shall apply to structures all or any part of which are Government Improvements as defined in this CONTRACT.

(c)(1) The insurance policy shall contain a loss payable clause approved by the Secretary which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States.

(c)(2) The use of insurance proceeds for repair or replacement of Government Improvements will not alter their character as Government Improvements and, notwithstanding any provision of this CONTRACT to the contrary, the Concessioner shall gain no Possessory Interest therein.

(d). Public Liability. (d)(1) The Concessioner shall provide Comprehensive General (liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operation authorized hereunder.

(d)(2) Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than $300,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Concessioner shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

(d)(3) From time to time, as conditions in the insurance industry warrant, the Secretary reserves the right to revise the minimum required limits.

(d)(4) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

(d)(5) The Concessioner shall also obtain the following additional coverages at the same limits as required for Comprehensive General Liability insurance unless other limits are specified below:

(1) Product Liability - Amount ($300,000)
(2) Liquor Legal Liability - Amount ($300,000)
(3) Protection and Indemnity (Watercraft Liability) - Amount (none)
(4) Automobile Liability - To cover all owned, non-owned, and hired vehicles - Amount ($300,000)
(5) Garage Liability - Amount (none)
(6) Workers' Compensation
(7) Aircraft Liability - Amount (none)
(8) Fire Damage Legal Liability - Amount (none)
(9) Other

SEC. 17. PROCUREMENT OF GOODS, EQUIPMENT AND SERVICES In computing net profits for any purposes of this CONTRACT, the Concessioner agrees that its accounts will be kept in such manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 18. GENERAL PROVISIONS (a) Reference in this CONTRACT to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

(b) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this CONTRACT.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other non-concession agreements with non-profit organizations, any accommodations, facilities or services to Area visitors which are part of and appropriate to the Area's interpretive program.

(d) That any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this CONTRACT or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this CONTRACT if made with a corporation or company for its general benefit.

(f) This CONTRACT may not be extended, renewed or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Atlanta, Georgia, this 13th day of October 1998.

AVON-THORNTON LIMITED PARTNERSHIP

BY

Title President

Witness:
BY

UNITED STATES OF AMERICA

BY

for Regional Director
Southeast Region
National Park Service

***** CAPE HATTERAS NATIONAL SEASHORE *****
****** Southeast Region - National Park Service ******

EXHIBIT "A"

NONDISCRIMINATION

SECTION I

REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC

A. **EMPLOYMENT:** During the performance of this concession permit the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed $50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this concession permit or with any of such rules, regulations, or orders, this concession permit may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. **CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS:** The preceding provisions A(1) through A(8) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this permit, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this permit, and for that purpose the term "permit" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contacts by the Concessioner.

C. **FACILITIES:** (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessee, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition; (ii) discriminating by segregation or other means against any person because of

race, color, religion, sex, age, national origin, or disabling condition in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

SECTION II

ACCESSIBILITY

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

PART A

DISCRIMINATION PROHIBITED

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1. Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;

2. Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;

3. Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;

4. Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;

5. Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;

6. Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or

7. Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

PART B

EXISTING FACILITIES

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT "B"

LAND ASSIGNED TO
AVON-THORNTON LIMITED PARTNERSHIP
pursuant to Sec. 4(a)(1)

AVON-THORNTON LIMITED PARTNERSHIP

BY _____

Date 12 June 1998

UNITED STATES OF AMERICA

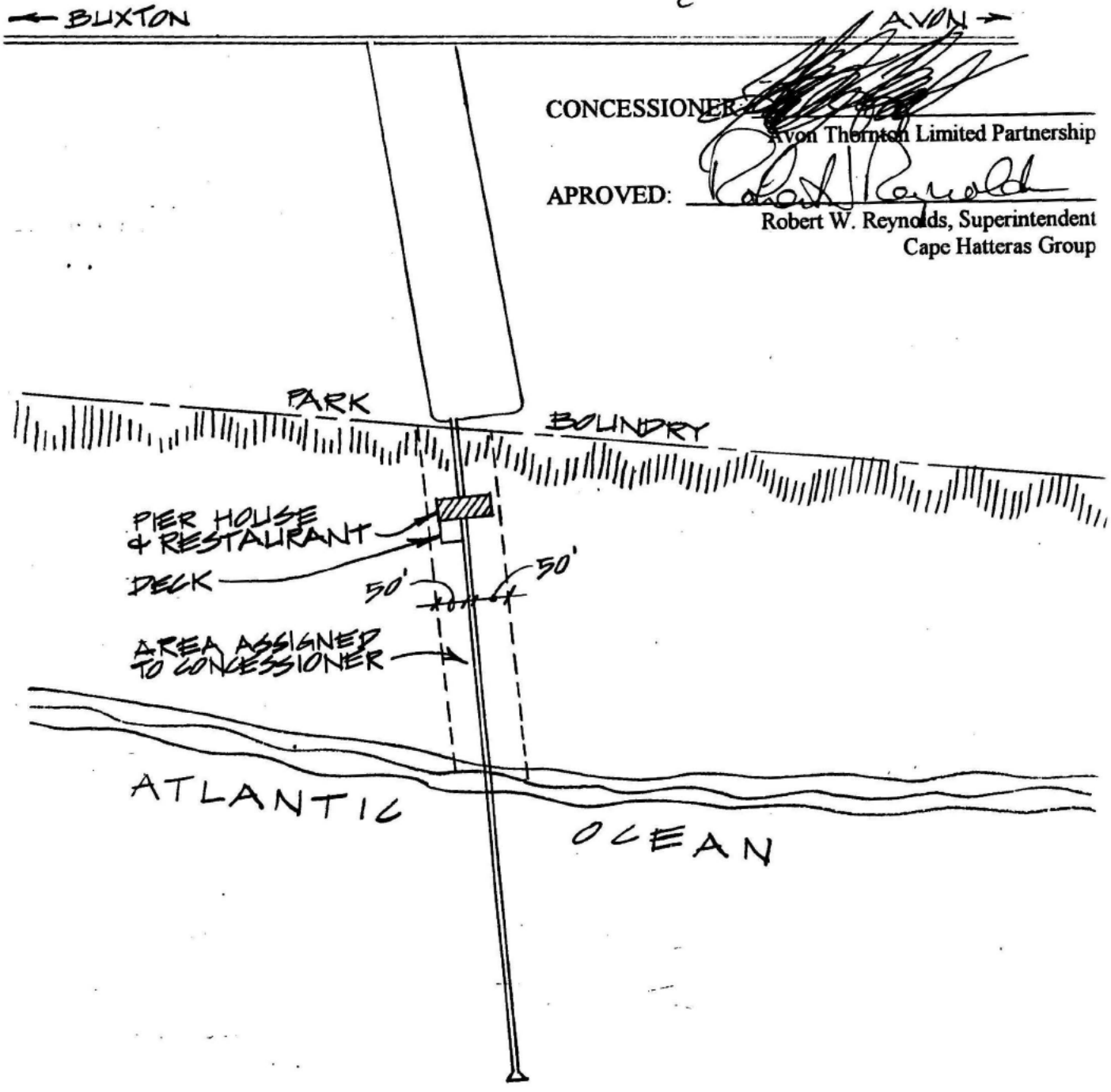
BY _____

*** CAPE HATTERAS NATIONAL SEASHORE ***
**** Southeast Region - National Park Service ****

17 June 1998

CONCESSIONER: _____
Avon Thornton Limited Partnership

APROVED: _____
Robert W. Reynolds, Superintendent
Cape Hatteras Group



CAPE HATTERAS
NATIONAL SEASHORE
AVON FISHING PIER

N

SCALE: ±1" = 250'

EXHIBIT "C"

GOVERNMENT IMPROVEMENTS ASSIGNED
AVON-THORNTON LIMITED PARTNERSHIP
pursuant to Sec. 4(a)(1)

BUILDING NO.	DESCRIPTION	ANNUAL FEE
---	Fishing Pier and Pier House	None

Total Amount Due: None

AVON-THORNTON LIMITED PARTNERSHIP

BY _____

Date 17 June 1998

UNITED STATES OF AMERICA

BY _____

*** CAPE HATTERAS NATIONAL SEASHORE ***
**** Southeast Region - National Park Service ****

EXHIBIT "D"

CONCESSIONER IMPROVEMENTS
AVON-THORNTON LIMITED PARTNERSHIP
PURSUANT TO Sec. 6(a)(1)

BUILDING NO.	DESCRIPTION
--	NONE

AVON-THORNTON LIMITED PARTNERSHIP

BY _____

Date 17 June 1998

UNITED STATES OF AMERICA

BY _____

*** CAPE HATTERAS NATIONAL SEASHORE ***
**** Southeast Region - National Park Service ****

EXHIBIT "E"

INSURANCE REPLACEMENT FOR FACILITIES
AVON-THORNTON LIMITED PARTNERSHIP
pursuant to Sec. 16(b)(1)

I. GOVERNMENT-OWNED BUILDINGS AND STRUCTURES:

BUILDING NO.	DESCRIPTION	VALUE
--	Fishing Pier and Pier House	NONE*

(*Note: If the fishing pier and/or pier house is damaged or destroyed, the National Park Service has no intention to replace or repair these structures, nor require the Concessioner to do so; therefore, no insurance coverage will be required for repair or replacement of the fishing pier or the pier house.)

II. CONCESSIONER IMPROVMENTS

BUILDING NO.	DESCRIPTION	VALUE
--	NONE	NONE

(Values are for the sole purpose of assuring property insurance coverage and shall not be construed as having application for any other purpose.)

AVON-THORNTON LIMITED PARTNERSHIP

BY _____

Date 17 June 1998

UNITED STATES OF AMERICA

BY _____

*** CAPE HATTERAS NATIONAL SEASHORE ***
**** Southeast Region - National Park Service ****

Contract NO.
CC-CAHA001-98

Exhibit "F"

OPERATING PLAN
AVON THORNTON LIMITED PARTNERSHIP (Avon Pier)
CAPE HATTERAS NATIONAL SEASHORE

INTRODUCTION

This plan is a supplement to contract number CC-CAHA-001-98 and will outline in detail the operating requirements to be applied in providing an ocean fishing pier, a merchandise outlet selling fishing equipment and related items, refreshments including alcoholic beverages (beer), and a prepackaged snacks. All applicable requirements of the US Public Health Food Code shall be met.

DEFINITION OF TERMS

The term "Concessioner" shall refer to Avon Thornton Limited Partnership, and duly authorized representative in most cases will be the "Manager." The term "park" shall refer to Cape Hatteras National Seashore. The term "Service" shall refer to the National Park Service, and the term "Secretary" shall refer to the Secretary of the Interior and his duly authorized representative, who is the Superintendent of Cape Hatteras National Seashore. The term "Superintendent" shall refer to the Superintendent, Cape Hatteras National Seashore, and his duly authorized representative.

PURPOSE OF PLAN

The purpose of the plan is to define responsibilities and duties of the Concessioner as required under the contract and to insure that highest quality services are offered to the public. The plan does not supersede, nor conflict with, contractual requirements. It shall be reviewed and updated annually by the Superintendent prior to the opening season.

GENERAL REQUIREMENTS

A. All advertising on site must be approved by the Superintendent. Billboard advertising on site is prohibited. Any advertising done off premises shall be approved first by the Superintendent. This includes brochures, public broadcasting, newspaper articles, etc. All advertisements for employment must end with the notation, "equal employment opportunity employer."

B. Concessioner shall meet all OSHA requirements and standards. The attached number III-C-1, NPS-50 loss/control management guide-lines, Chapter 18, must be met also.

C. The attached land assignment designates the area of responsibility for the Concessioner. All maintenance and upkeep within this area shall be handled in accordance with the attached Maintenance Agreement.

D. The Concessioner will provide security patrols of assigned property throughout the year. Concession employees will call a park ranger or 911, if a law enforcement problem occurs or when requested by a visitor.

E. The Concessioner shall provide and maintain all fire extinguishers within the area assigned and will train staff to operate the equipment.

F. The National Park Service will respond as quickly as possible to emergencies involving public safety, civil disturbances and violations of the law when observed, or when called by Concessioner. Concessioner will take care of minor first aid injuries and will control law and order to the extent possible.

G. The Concessioner shall be responsible for keeping employees up to date on activities occurring in the park. Employees shall be informed of the relationship between Concessioner and the park. The park shall provide the Concessioner with current information on park activities and shall provide cross training when the opportunity arises.

H. The Concessioner shall open approximately March 28 and close around December 13. However, if visitor use demands, facility may be open year-round. Notices will be posted, and the Superintendent will be notified of opening and closing dates.

I. The minimum hours of operation shall be 8 a.m. to 6 p.m. depending on demand and run of fish. Hours may be extended for a 24-hour period, if fishing is extremely good. However, the fish house must be manned at all times when fishing is allowed on the pier.

J. The Concessioner shall maintain a high standard of merchandise in accordance with requirements of the contract, and display shall be kept in a neat and orderly manner. The Superintendent and/or his representative will monitor items being sold throughout the season.

K. All rates shall be approved by the Superintendent. Before a price can be increased above that on the approved schedule, Concessioner must send in a request for increase at least two weeks prior to the date the increase is needed.

L. Any lost and found articles not solved at the concession facility should be turned over to a park employee for processing. The park shall provide the Concessioner with lost and found reports (form 10-166).

M. The concessioner shall notify the park of any complaints received, and the park shall do likewise.

N. The concessioner shall not discriminate against any individual because of race, creed, color, sex, age, national origin, or physical or mental handicap. This information must be included in any announcement requesting applications for employment. Equal opportunity posters shall be provided by the Service and posted by Concessioner where visible to the public.

O. The concessioner must furnish the Service with a copy of their current certificate of insurance upon expiration each year.

P. The Superintendent shall perform evaluations of the concession operation and safety program in accordance with requirements of NPS-48. A pre-opening evaluation shall be performed prior to opening for main summer season, and three other evaluations will be held throughout the year by NPS.

Q. The concessioner shall obtain approval of the Superintendent prior to any improvements being made to the facility.

R. Concession employees shall wear some type of uniform or name tag that identifies them as employees.

Robert W. Reynolds, Superintendent
Cape Hatteras National Seashore

7/22/98
Date

Avon Thornton Limited Partnership
Thornton Development Corporation
General Partner
by J. Timothy Thornton, President

17 June 1998
Date

CONTRACT NO.
CC-CAHA001-98

Exhibit "G"

SUPPLEMENTARY MAINTENANCE AGREEMENT
CONCESSION CONTRACT NO. CC-CAHA001-98
AVON THORNTON LIMITED PARTNERSHIP
CAPE HATTERAS NATIONAL SEASHORE

Avon Thornton Limited Partnership, under Contract No. CC-CAHA001-98, hereby agrees to manage the concession in accord with the following maintenance conditions. The concessioner will be responsible for the area within the Land Assignment boundary unless specifically stated otherwise.

Accepted: 17 June 98 By: _____
Date

Avon Thornton Limited Partnership
Thornton Development Corporation General Partner
J. Timothy Thornton, President

Approved: 7/22/98 By: _____
(date)

Robert W. Reynolds, Superintendent
Cape Hatteras National Seashore

CLEANING OF AREA:

1. PIER - Daily, the fish cleaning area will be scrubbed to remove debris, fish scales, and other fish particles for elimination of flies, bad odor, and unsightliness. Also, all handrails and walkways will be washed to assure removal of dead fish, abandoned bait, debris, and trash.

2. PIER HOUSE - Daily, all debris, trash, and garbage will be removed. Floors will be swept and cleaned. All areas will be kept in a neat and presentable condition at all times.

3. GROUNDS - Daily, the parking area and all exterior land included in the approved land assignment will be cleaned by removal of trash, debris, and unsightly objects.

4. REST ROOMS - Daily, all rest rooms will receive an overall cleaning and periodic checks to insure proper sanitary conditions are met during the remainder of the day's operation.

MAINTENANCE STANDARDS FOR CONCESSION OWNED BUILDINGS:

1. DOORS, WINDOWS, AND OTHER OPENINGS
   a. Are clean and free of all dirt, grease, grime, and objectionable marks.

2. DRAINAGE (GUTTERS, DOWNSPOUTS, ROOF DRAINS, SUBSURFACE TILE, FLOOR DRAINS, ETC.)
   a. Are free of obstructions and all openings clear.
   b. Surfaces (paint, galvanized, etc.) are sound and prevent or retard deterioration.

3. ELECTRICAL (WIRING, LIGHT, ETC.)
   a. Wiring is in strict accordance with National Electrical Codes.
   b. Electrical fixtures contain proper sized elements (wattage).
   c. Lamps and appliances are operating properly, and no disturbing sounds are emitted.
   d. Fixtures are clean and sound.

4. FLOORS
   a. Are structurally sound with no signs of displacement and deflection.
   b. Coverings are free of objectionable deterioration, evidence of vandalism, excessive wear, etc.
   c. Coverings (tile, etc.) are clean and protected with acceptable materials.
   d. Are free of litter, dirt, markings, etc.

5. FOUNDATION AND EXTERIOR WALLS
   a. Are structurally sound and support the superimposed loading.
   b. Are free of differential settlement or lateral, vertical, or longitudinal displacement.

6. FURNISHINGS
   a. Are safe, serviceable, and usable for their intended purpose.
   b. Are free of objectionable deterioration and evidence of vandalism.
   c. Are clean, free of soil spots, etc., and appearance complements their surroundings.

7. HEATING, VENTILATION, AND AIR-CONDITIONING UNITS
   a. Are clean, maintained, and operated in strict accordance with manufacturer's instructions; and adjacent areas are free of litter, dirt accumulation, and unnecessary storage.

8. INTERIOR SURFACES
   a. Are free of damage attributable to accumulated moisture.
   b. Are clean and free of all evidence of vandalism, unnecessary markings, excessive dirt, grime, etc.
   c. Are finished in acceptable manner free of peeling, blistering, excessive wear, etc.

9. PLUMBING (WATER AND SEWER)
   a. Piping is free of leaks, noise, and deterioration.
   b. Provides a water quality which meets Public Health Service standards.
   c. Vent pipes are open, free of debris, and odor minimized.
   d. Fixtures are clean, free of stains, odors, and breaks; and rest rooms are adequately stocked with supplies.

10. ROOFS
   a. Are free of deterioration that would affect structural qualities.
   b. Have lightning suppressors installed where necessary.
   c. Are free of displacement or warping.
   d. Have snow load removed before the critical depth is reached.
   e. Structures or parts of roof structures are not jeopardized by adjacent vegetation.

GARBAGE REMOVAL

1. Trash receptacles shall be placed at advantageous points in the best interest of public use.

2. Concessioner will remove trash and dead fish off the pier daily and more frequently, if warranted.

3. All garbage will be disposed of in a manner reflecting absolute compliance with current State and Federal air and water pollution criteria.

4. All garbage containers will be scrubbed to remove unsanitary particles.

5. It is recommended that plastic bag liners be utilized to assist in bettering collection and disposal measures.

FOOD AND REFRIGERATION STORAGE

All food and refrigerated products will be stored and refrigerated to comply with State and Federal Public Health Service standards.

ELECTRICAL SYSTEM

Prior to seasonal opening, the Concessioner will make an inspection of all electrical wiring, outlets, and fixtures. Worn, rusted, and inoperative items will be replaced prior to seasonal opening.

The Concessioner will make weekly inspections of the electrical system located on the pier structure. An inspection of the system will be made after electrical or other storm damage to the area and facility to insure maximum safety for the concession patrons.

The pier house, approach ramp, and pier structure electrical plants will be properly maintained by fixture and bulb or lamp replacement, as becomes necessary during operational periods.

WATER SYSTEM

Prior to seasonal opening, the Concessioner will make an annual inspection of all water system piping, valves, and fixtures. Worn, rusted, and unsightly items will be replaced prior to seasonal opening.

Daily checks will be made to insure acceptable water service for the concession patrons, in compliance with State and Federal Public Health Service regulations.

The Concessioner shall take the necessary water samples from the system for analysis, as required by the State of North Carolina.

INSPECTION OF PIER STRUCTURAL MEMBERS

An annual inspection will be made by Concession Safety Officer prior to seasonal opening of all members in the pier complex for structural soundness relative to proper bracing, connections and alignment, decking, stringers, and sufficient number of pilings.

Weekly inspections, plus inspections after any unusual storm, will be made by the Concession Safety Officer to insure structural soundness of the facility.

Every five years, the Concessioner shall have a structural inspection of the pier performed by a structural inspector approved by the State of North Carolina.

SEWER SYSTEM

Prior to seasonal opening, an annual inspection by the Concessioner will be made of all sewer system piping, valves, tanks and fixtures. Worn, rusted, and unsightly items will be replaced prior to seasonal opening.

Concessioner also will make daily checks to insure acceptable sanitary service for the concession patron in compliance with State and Federal Public Health Service regulations.

SEPTIC TANKS

Concessioner shall pump septic tanks in accordance with specifications listed on Attachment A.

All sewage will be disposed of in a manner reflecting absolute compliance with State and Federal air and water pollution criteria.

EVALUATIONS

Prior to opening for the season, an evaluation of the entire facility will be done by members of the National Park Service and the Concessioner, or his authorized representative, to ensure that all standards are being met and all requirements of the Contract, Maintenance Agreement, Operating Plan, and Loss Control Plan are up to date and implemented.

The Concessioner will perform periodic inspections throughout the season to assure that all standards of sanitation, food handling, and pier operation are being met.

National Park Service members are required to perform a pre-opening evaluation, two during the season, and one at the close of opera-tions. One evaluation will be in conjunction with the required inspection by the USPHS representative.

WINTERIZING AND CLOSING OPERATIONS

At close of operations, the Concessioner will exercise all methods to safeguard the facility and visitors frequenting the area from damage or injury attributable to neglect in securing all systems and areas during the period of closure. NPS will be notified.

PAINTING EXTERIOR AND INTERIOR

Prior to seasonal opening, an annual inspection will be conducted by Concessioner of existing painted areas to evaluate the need for corrective measures affording prescribed treatment of wood and metal materials. Any painting or change to structure must be approved by the Superintendent.

Young, Deirdre R

From: Sholly, Cam <cam_sholly@nps.gov>
Sent: Sunday, October 06, 2013 12:47 PM
To: Margaret O'Dell; Maureen Foster
Subject: Fwd: GOVERNMENT SHUTDOWN - Effects on Commercial Activities
Attachments: Avon Pier.jpg; Avon Fishing Pier Contract CAHA001-98-CC.pdf

Hatteras concession issue

_____
Cameron Sholly
Associate Director
Visitor and Resource Protection
National Park Service
(202) 565-1020-w
(202) 501-1287-f

---------- Forwarded message ----------
From: **Benge, Shawn** <shawn_benge@nps.gov>
Date: Sun, Oct 6, 2013 at 12:39 PM
Subject: Fwd: GOVERNMENT SHUTDOWN - Effects on Commercial Activities
To: Lena McDowall <lena_mcdowall@nps.gov>
Cc: Cam Sholly <cam_sholly@nps.gov>, Melissa Lackey <melissa.lackey@sol.doi.gov>

Lena,

The email below provides a good narrative of the situation as it currently stands related to Avon Pier. The narrative and email thread also explains how the park provided notification to the operation. A copy of the contract is attached.

After the concession operator closed yesterday evening, the Park installed signs and barricades to close the area as described below. SERO is currently attempting to get in touch with the park to learn if the operator moved the barricades and/or opened for business this morning. For some reason, we are having difficulty in contacting the park. Standby.

If the operator did open, we are at a decision point regarding what to do next.

---------- Forwarded message ----------
From: **Echols, Darrell** <darrell_echols@nps.gov>
Date: Sat, Oct 5, 2013 at 4:56 PM
Subject: Fwd: GOVERNMENT SHUTDOWN - Effects on Commercial Activities
To: Stan Austin <stan_austin@nps.gov>, Shawn Benge <shawn_benge@nps.gov>, David Horne <david_horne@nps.gov>
Cc: Barclay Trimble <Barclay_Trimble@nps.gov>, Paul Stevens <Paul_Stevens@nps.gov>, Cyndy Holda

<cyndy_holda@nps.gov>

Folks,

I have attached a copy of the current Avon Pier Contract as well as a aerial picture of the pier and the surrounding property. In the image, the red line denotes the park's boundary and the yellow polygon denotes private property. Everything east of the red line is owned by NPS.

Avon-Thornton is the current concession operator for the Avon Fishing Pier, the only functioning fishing pier within Cape Hatteras NS. It is operating on 1-year extensions until a new contract can be awarded. Services provided by the pier concession are the operation of a fishing pier and the sale of related items. The pier house is a sales area that manages access to the pier (charges a fee to patrons), sells fishing related items (poles, bait, lures, etc.), sells visitor items (postcards, gifts, pictures, etc.), and sells convenience items (bottled water, sodas, packaged food, etc.). The entrance ramp to the pier house, pier house, and the pier were purchased by the NPS in the 80's. Exhibit B outlines the land assigned to the Avon Pier contract, which includes a 100 ft wide swath from the western boundary to the Atlantic Ocean. Exhibit C identifies the government improvements provided to Avon-Thornton as part of the contract and identifies the pier house and pier.

On October 1, the park concession specialist called Kieth Matthews (site manager at the Avon Pier), Scott Huff (general manager of EWN Development Company who operates the pier), and the account manager for EWN notifying them that the pier needed to close as required by the government shutdown. An email (attached below) outlining the requirement was also sent to Mr. Matthews and Mr. Huff. Barclay Trimble, at the request of Mr. Huff, called Mr. Huff explaining the requirement to close the pier. They agreed to close the pier at 12:00 on October 1. The pier remained closed until 6:00 am October 5.

On October 5, the park Chief Ranger and Deputy Superintendent contacted Kieth Matthews (pier manager) and Ed Nunnally (Owner of EWN) and advised them that the pier must be closed while the government is shutdown. Mr. Nunnally advised us that he would not close and did not care about the contract.

The park will continue with our original plan,which is to install barricades and signs at the entrance to the pier and signs on the pier house doors, but not post an LE Ranger. We will monitor the pier throughout the day tomorrow to see if the closure is violated. Pictures will be taken of the barricades and of any activity that takes place during the day.

Please let us know if you need any additional information or clarification.

Darrell

---------- Forwarded message ----------
From: **Blankenship, Jo Anne** <jo_anne_blankenship@nps.gov>
Date: Sat, Oct 5, 2013 at 4:49 PM
Subject: Fwd: GOVERNMENT SHUTDOWN - Effects on Commercial Activities
To: Darrell Echols <darrell_echols@nps.gov>

This is the email that was sent to all concessioners and CUA holders.

Unfortunately, I sent this to them as a bcc, so the names are not showing up in the forward, but I sent this to the General Manager of EWN Development Company, with a follow-up phone call, the Account Manager for EWN Development Company, and the Site Manager for EWN Development Company.

Thank You,
Jo Anne

---------- Forwarded message ----------
From: **Blankenship, Jo Anne**
Date: Tuesday, October 1, 2013
Subject: GOVERNMENT SHUTDOWN - Effects on Commercial Activities
To:

NOTICE TO ALL CONCESSIONERS AND COMMERCIAL USE AUTHORIZATION HOLDERS

OUTER BANKS GROUP
Cape Hatteras National Seashore (Seashore)
Wright Brothers National Memorial
Fort Raleigh National Historic Site

EFFECTIVE IMMEDIATELY

Due to the lapse in appropriations (government shutdown), the National Park Service is taking the required steps to close and secure national park facilities and grounds including all commercial services under concession contracts and commercial use authorizations (CUA).

The shutdown starts TODAY, Tuesday, October 1, 2013 and will remain in effect until Congress passes an appropriation to reopen the Federal Government

- All day-use, concession-operated visitor services and facilities, regardless of physical location, are to be closed.
- Services offered via CUA, whether originating within or outside of National Park Service boundaries, are to cease operations within National Park Service boundaries.
- Concessioners and CUA holders may not commence new trips after a shutdown has been initiated. Visitors on guided trips (charter boat, headboat, or horseback riding), whether concessioner-operated or under a CUA, that have already departed at the start of the shutdown will be allowed to complete their trip that day.
- Access to privately owned boats is permitted, but use for recreational purposes within Seashore boundaries is not allowed. This includes departing from or returning to a marina within the Seashore.

The National Park Service will provide you with additional information as it becomes available.

Thank You,
Jo Anne

--
Jo Anne Blankenship
NPS-Outer Banks Group
Concessions Specialist
(252) 475-9048 work
(252) 216-6340 cell

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The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon, this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from any computer.

--
Jo Anne Blankenship
NPS-Outer Banks Group
Concessions Specialist
(252) 475-9048 work
(252) 216-6340 cell

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--
Darrell L. Echols
Deputy Superintendent

Outer Banks Group - Cape Hatteras National Seashore, Wright Brothers National Memorial, and Fort Raleigh National Historic Site
1401 National Park Drive
Manteo, NC 27954

(office) (252) 475-9031
(fax) (252) 473-2595

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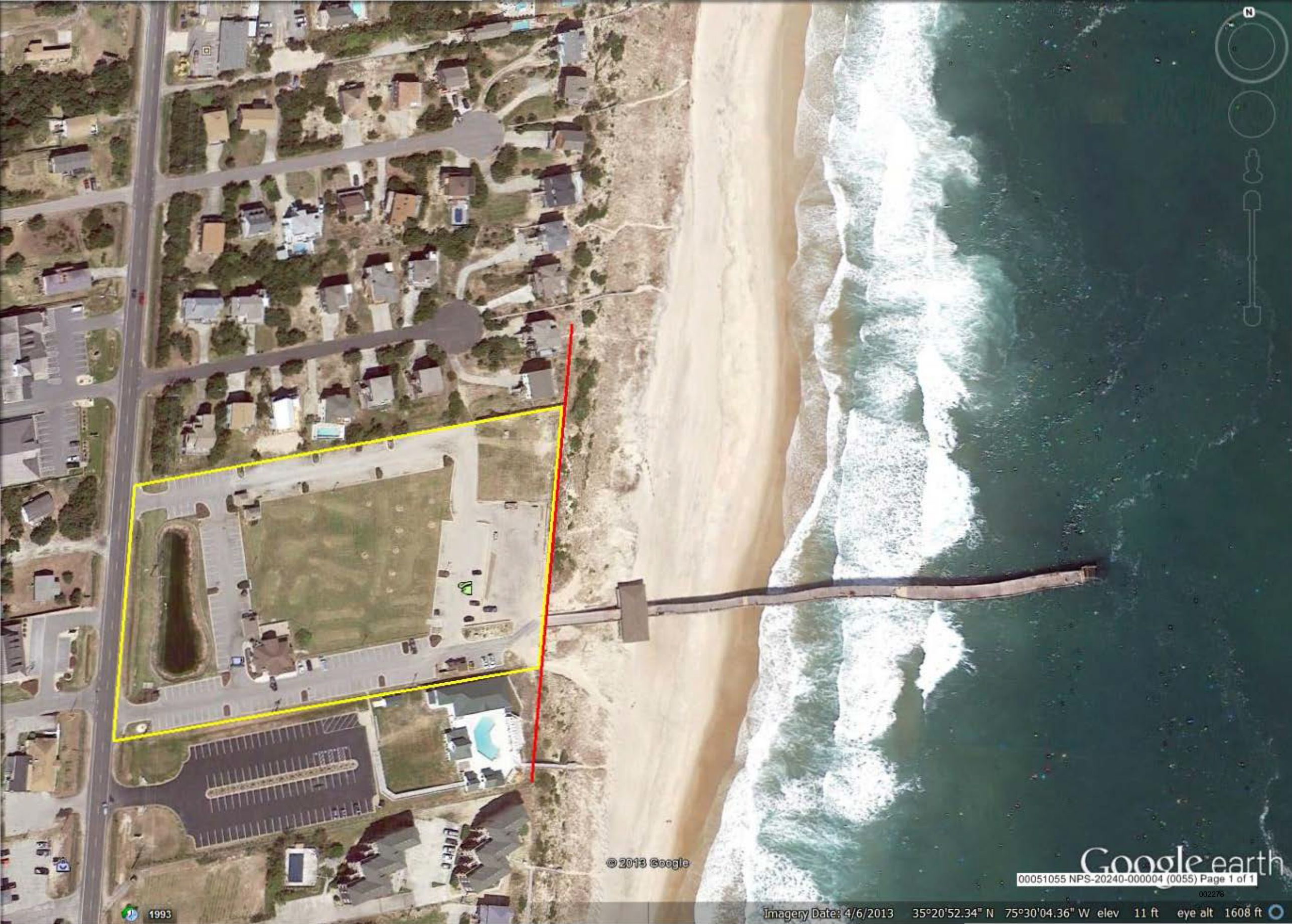
--
Shawn Benge
Deputy Regional Director

Southeast Region
National Park Service
Office: 404 507 5605
Cell: 404 272 7253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© 2013 Google
Google earth
1993
Imagery Date: 4/6/2013 35°20'52.34" N 75°30'04.36" W elev 11 ft eye alt 1608 ft

4312-53

DEPARTMENT OF THE INTERIOR

National Park Service

Notice of Continuation of Visitor Services

AGENCY: National Park Service, Interior

ACTION: Public Notice

SUMMARY: Pursuant to the terms of existing concession contracts, the National Park Service hereby gives notice that it has continued visitor services for a period not-to-exceed 1 year from the date of contract expiration with respect to the listed contracts.

EFFECTIVE DATE: January 1, 2012

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to the maximum allowable under 36 C.F.R. § 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Conc ID Number	Concessioner Name	Park
NACC001-89	Golf Course Specialists, Inc.	National Mall and Memorial Parks
NACC006-98	Thanh Van Vo	National Mall and Memorial Parks
NACC009-98	Hung Thi Nguyen	National Mall and Memorial Parks
GATE003-98	Marinas of the Future, Inc.	Gateway National Recreation Area
SHEN001-85	ARAMARK Sports and Entertainment Services, Inc.	Shenandoah National Park
LAKE001-73	Rex G. Maughan & Ruth G. Maughan	Lake Mead National Recreation Area
LAKE002-82	Lake Mead RV Village, LLC	Lake Mead National Recreation Area
LAKE005-97	Rex G. Maughan	Lake Mead National Recreation Area
LAKE006-74	Las Vegas Boat Harbor, Inc.	Lake Mead National Recreation Area
LAKE009-88	Temple Bar Marina, LLC	Lake Mead National Recreation Area
LARO001-92	Dakota Columbia Rentals, LLC	Lake Roosevelt National Recreation Area
OLYM001-78	ARAMARK Sports and Entertainment Services, Inc.	Olympic National Park
OLYM002-89	Log Cabin Resort, Inc.	Olympic National Park
ROLA003-87	Ross Lake Resort, Inc.	North Cascades National Park Service Complex
SEKI001-97	Timothy B. Loverin and Patty Loverin	Sequoia and Kings Canyon National Parks
AMIS002-89	Lake Amistad Resort and Marina, LLC	Amistad National Recreation Area
AMIS003-87	Rough Canyon Marina, LLC	Amistad National Recreation Area
CACH001-84	White Dove, Inc., dba Thunderbird Lodge	Canyon de Chelly National Monument
GLAC002-81	Glacier Park, Inc.	Glacier National Park
GLCA002-88	ARAMARK Bullfrog Marina Inc. and Halls Crossing Resort	Glen Canyon National Recreation Area
GLCA003-69	ARAMARK Wahweap Lodge and Marina, Inc.	Glen Canyon National Recreation Area
GRTE003-97	Signal Mountain Lodge, LLC	Grand Teton National Park
GRTE004-98	Harold M. Turner, John F. Turner, and Donald M. Turner	Grand Teton National Park
INDE001-94	Concepts by Staib, Ltd.	Independence National Historical Park
MEVE001-82	ARAMARK Mesa Verde Company, Inc.	Mesa Verde National Park
PEFO001-85	Xanterra Parks and Resorts, LLC	Petrified Forest National Park
OZAR012-88	Akers Ferry Canoe Rental, Inc.	Ozark National Scenic Riverways
BLRI001-93	Southern Highland Handicraft Guild	Blue Ridge Parkway
BLRI002-83	Northwest Trading Post, Inc.	Blue Ridge Parkway
CAHA001-98	Avon-Thornton Limited Partnership	Cape Hatteras National Seashore
CAHA004-98	Oregon Inlet Fishing Center, Inc.	Cape Hatteras National Seashore
MACA002-82	Forever Resorts	Mammoth Cave National Park
VIIS001-71	Caneel Bay, Inc.	Virgin Islands National Park

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Chief, Commercial Services Program, National Park Service, 1201 Eye Street, NW., 11th Floor, Washington, DC 20005, Telephone (202) 513-7156.

_____
Jo A. Pendry
Acting Associate Director, Business Services

Date: _____

[Federal Register: January 14, 2011 (Volume 76, Number 10)]
[Notices]
[Page 2705-2706]
From the Federal Register Online via GPO Access [wais.access.gpo.gov]
[DOCID:fr14ja11-71]

DEPARTMENT OF THE INTERIOR

National Park Service

[NPS-WASO-CONC-0111-6326; 2410-OYC]

Notice of Continuation of Visitor Services

AGENCY: National Park Service, Interior.

ACTION: Public notice.

DATES: Effective January 1, 2011.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Chief, Commercial Services Program, National Park Service, 1201 Eye Street, NW., 11th Floor, Washington, DC 20005, Telephone, (202) 513-7156.

[[Page 2706]]

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed 1 (one) year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Conc ID No.	Concessioner name	Park
NACC004-89	Landmark Services Tourmobile, Inc.	National Capital Parks--Central.
INDE001-94	Concepts by Staid, Ltd	Independence National Historical Park.
SHEN001-85	ARAMARK Sports & Entertainment Services, Inc.	Shenandoah National Park.
DEVA002-81	Xanterra Parks & Resorts, Inc.	Death Valley National Monument.
LAKE001-73	Rex G. Maughan & Ruth G. Maughan.	Lake Mead National Recreation Area.
LAKE002-82	Lake Mead RV Village, LLC.	Lake Mead National Recreation Area.
LAKE005-97	Rex G. Maughan	Lake Mead National Recreation Area.
LAKE006-74	Las Vegas Boat Harbor, Inc..	Lake Mead National Recreation Area.
LAKE009-88	Seven Resorts, Inc.	Lake Mead National Recreation Area.
OLYM001-78	ARAMARK Sports & Entertainment, Inc.	Olympic National Park.
OLYM002-89	Log Cabin Resort, Inc.	Olympic National Park.
ROLA003-87	Ross Lake Resort, Inc.	Ross Lake National Recreation Area.
AMIS002-89	Forever Resorts	Amistad National Recreation Area.
AMIS003-87	Forever Resorts	Amistad National Recreation Area.
CACH001-84	White Dove, Inc. dba Thunderbird Lodge.	Canyon de Chelly National Monument.
GLAC002-81	Glacier Park, Inc.	Glacier National Park.
GLCA002-88	ARAMARK	Glen Canyon National Recreation Area.
GLCA003-69	ARAMARK	Glen Canyon National Recreation Area.
GRTE003-97	Rex G. and Ruth G. Maughan.	Grand Teton National Park.
GRTE004-98	Louise M. and Harold M. Bertschy dba	Grand Teton National Park.

	Triangle X Ranch.	
MEVE001-82	ARAMARK	Mesa Verde National Park.
PEFO001-85	Xanterra Parks & Resorts, LLC.	Petrified Forest National Park.
HOSP002-94	Buckstaff Bath House Company.	Hot Springs National Park.
OZAR012-88	Akers Ferry Canoe Rental, Inc.	Ozark National Scenic Riverway.
OZAR016-89	Carr's Grocery & Canoe Rental.	Ozark National Scenic Riverway
BLRI001-93	Southern Highland Handicraft Guild.	Blue Ridge Parkway.
BLRI002-83	Northwest Trading Post, Inc.	Blue Ridge Parkway.
BLRI007-82	Forever NPC Resorts, LLC.	Blue Ridge Parkway.
CAHA001-98	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CAHA002-98	Cape Hatteras Fishing Pier, Inc.	Cape Hatteras National Seashore.
CAHA004-98	Oregon Inlet Fishing Center, Inc.	Cape Hatteras National Seashore.
MACA002-82	Forever Resorts, Inc.	Mammoth Cave National Park.
VIIS001-71	Caneel Bay, Inc.	Virgin Islands National Park.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Chief, Commercial Services Program, National Park Service, 1201 Eye Street, NW., 11th Floor, Washington, DC 20005, Telephone (202) 513-7156.

Dated: January 10, 2011.

Katherine H. Stevenson,
Associate Director, Business Services.

[FR Doc. 2011-693 Filed 1-13-11; 8:45 am]
BILLING CODE 4312-53-P

CAHA001

United States Department of the Interior

NATIONAL PARK SERVICE
Southeast Regional Office
Atlanta Federal Center
1924 Building
100 Alabama St., S.W.
Atlanta, Georgia 30303

In Reply Refer To:

C3827

RECEIVED
DEC 0 5 2008

Mr. Edward W. Nunnally
For the Avon Pier
E.W.N. Development Company
P.O. Box 899
Powhatan, VA 23139
CC-CAHA001-98

Dear Mr. Nunnally:

The National Park Service continues the process of issuing prospectuses for new concessions contracts. The development and public solicitation of a prospectus for a concession contract covering services which you are currently providing has not been completed at this time.

Accordingly, under the provisions of your current concession contract that provide for your continuation of operations for a reasonable time after expiration, the National Park Service hereby authorizes you to continue operational visitor services for a period not to exceed one year (December 31, 2009) under the terms and conditions of your current contract, as amended or until such time as a new contract for this operation is awarded, whichever occurs first.

The National Park Service will notify you when it issues a solicitation for award of a new concessions contract covering the service provided by you.

Please indicate your receipt of this authorization by signing and dating this letter in the space provided below. Return the signed letter to the full address listed in the heading at the top of this page no later than **December 31, 2008**, and specify the letter should be routed to the Concessions Office.

Sincerely,

David Vela
Regional Director
Southeast Region

Accepted: _____ Date _____
Edward W. Nunnally

TAKE PRIDE® IN AMERICA

[Federal Register: February 22, 2005 (Volume 70, Number 34)]
[Notices]
[Page 8628-8629]
From the Federal Register Online via GPO Access [wais.access.gpo.gov]
[DOCID:fr22fe05-111]

DEPARTMENT OF THE INTERIOR

National Park Service

Notice; Continuation of Visitor Services

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed 1 year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the completion of the public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed 1 year under the terms and conditions of the current contract as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Concid No.	Concessioner's name	Park
CC-BISC006-89	Florida National Parks & Monuments Assoc., Inc.	Biscayne National Park.
CC-BISO006-96	The View/Bear Camp (Bear Creek Campgrounds & Equestrian Area).	Big South Fork NRRA.
CC-BLRI001-93	Southern Highland Handicraft Guild.	Blue Ridge Parkway.
CC-BLRI002-83	Northwest Trading Post, Inc..	Blue Ridge Parkway.
CC-BUIS001-98	Southern Seas, Inc....	Buck Island Reef NM.
CC-BUIS006-98	Teroro, Inc.....	Buck Island Reef NM.
CC-BUIS015-98	Milemark, Inc.....	Buck Island Reef NM.
CC-CAHA001-98	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CC-CAHA002-98	Cape Hatteras Fishing	Cape Hatteras

	Pier, Inc..	National Seashore.
CC-CAHA003-98.....	Hatteras Island Motel Limited Partnership.	Cape Hatteras National Seashore.
CC-CAHA004-98.....	Oregon Inlet Fishing Center, Inc..	Cape Hatteras National Seashore.
CC-CALO003-98.....	Morris Marina, Kabin Kamps & Ferry Service, Inc.	Cape Lookout NS.
CC-EVER002-89.....	Everglades National Park Boat Tours, Inc..	Everglades National Park.
CC-EVER001-80.....	Xanterra Parks and Resorts.	Everglades National Park.
CC-FOSU001-86.....	Fort Sumter Tours, Inc..	Fort Sumter NM.
CC-GRSM002-83.....	Leconte Lodge, Inc....	Great Smoky Mountains NP.
CC-GRSM007-94.....	Smokemont Riding Stables of North Carolina, Inc.	Great Smoky Mountains NP.
CC-VIIS001-71.....	Caneel Bay, Inc.....	Virgin Islands NP.

[[Page 8629]]

EFFECTIVE DATE: January 2, 2005.

FOR FURTHER INFORMATION CONTACT: Jo A. Pendry, Concession Program Manager, National Park Service, Washington, DC 20240, Telephone 202/513-7156.

Dated: December 17, 2004.
Alfred J. Poole, III,
Acting Associate Director, Administration, Business Practices and Workforce Development.
[FR Doc. 05-3334 Filed 2-18-05; 8:45 am]

BILLING CODE 4312-53-M

[Federal Register: January 31, 2003 (Volume 68, Number 21)]
[Notices]
[Page 5042-5043]
From the Federal Register Online via GPO Access [wais.access.gpo.gov]
[DOCID:**fr31ja03-116**]

DEPARTMENT OF THE INTERIOR

National Park Service

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to the terms of existing concession contracts, public notice is hereby given that the National Park Service intends to request a continuation of visitor services for a period not-to-exceed one year from the date of contract expiration.

SUPPLEMENTARY INFORMATION: The contracts listed below have been extended to the maximum allowable under 36 CFR 51.23. Under the provisions of current concession contracts and pending the development and public solicitation of a prospectus for a new concession contract, the National Park Service authorizes continuation of visitor services for a period not-to-exceed one year under the terms and conditions of current contracts as amended. The continuation of operations does not affect any rights with respect to selection for award of a new concession contract.

Concessioner ID No.	Concessioner name	Park
CP-BISC002-87	Biscayne National Underwater Park, Inc.	Biscayne National Park.
CP-BISC006-89	Florida National Parks & Monuments Assoc.	Biscayne National Park.
CP-EVER006-89	Florida National Parks & Monuments Assoc.	Big Cypress National Preserve.
TCC-BISO002-99	Bobby Gene and Gretta York.	Big South Fork NRRA NRRA.
CP-BISO002-89	Eastern National..	Big South Fork NRRA NRRA.
CP-BISO001-98	LeConte Lodge Limited Partnership.	Big South Fork NRRA.
CP-BISO006-96	The View, Bear	Big South Fork

	Creek Horse Camp.	NRRA.
CP-BISO005-95.....	The View, Station Camp.	Big South Fork NRRA.
CP-BLRI009-87.....	Parkway Inn.....	Blue Ridge Parkway.

[[Page 5043]]

CP-BLRI002-83.....	Northwest Trading Post.	Blue Ridge Parkway.
CP-BLRI001-93.....	Southern Highland Handcraft Guild.	Blue Ridge Parkway.
CP-BUIS001-98.....	Southern Seas, Inc	Buck Island Reef NM.
CP-BUIS006-98.....	Teroro, Inc.....	Buck Island Reef NM.
CP-BUIS008-98.....	Llewellyn Westerman.	Buck Island Reef NM.
CP-BUIS014-98.....	Francis J. Waters.	Buck Island Reef NM.
CP-BUIS015-98.....	Milemark, Inc.....	Buck Island Reef NM.
CP-BUIS019-98.....	Carl Punzenberger.	Buck Island Reef NM.
CC-CAHA001-98.....	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CC-CAHA002-98.....	Cape Hatteras Fishing Pier, Inc.	Cape Hatteras National Seashore.
CC-CAHA003-84.....	Hatteras Island Motel Limited Partnership.	Cape Hatteras National Seashore.
CC-CALO004-98.....	Oregon Inlet Fishing Center, Inc.	Cape Hatteras National Seashore.
CC-CALO003-98.....	Morris Marina, Kabin Kamps and Ferry Service, Inc.	Cape Lookout NS.
CC-CALO005-98.....	Alger G. Willis Fishing Camp, Inc.	Cape Lookout NS.
CC-CUIS001-88.....	Lang Seafood, Inc.	Cumberland Island NS.
CP-EVER006-89.....	Florida National Parks & Monuments Assoc.	Everglades National Park.
CC-EVER001-80.....	Xanterra Parks and Resorts.	Everglades National Park.
CI-FOFR001-98.....	Fort Frederica Association.	Fort Frederica National Monument.
CP-GRSM004-98.....	Cades Cove Riding Stables, Inc.	Great Smoky Mountains.
CP-GRSM005-98.....	Cherokee Boys Club	Great Smoky Mountains.
CP-GRSM010-98.....	Great Smokey Mountains NHA.	Great Smoky Mountains.
CP-GRSM002-83.....	Leconte Lodge	Great Smoky

	Limited.	Mountains.
CP-GRSM003-98.....	Tammy Shular.....	Great Smoky Mountains.
CP-GRSM007-94.....	Smokemont Riding Stables of North Carolina, Inc.	Great Smoky Mountains.
CC-GUIS001-98.....	Dudley Food and Beverage, Inc.	Gulf Island National Seashore.
CC-GUIS003-89.....	Pan Isles, Inc....	Gulf Island National Seashore.
CP-NATR004-98.....	Craftmen's Guild of Mississippi, Inc.	Natchez Trace Parkway.
CP-SERO001-92.....	Eastern National..	South East Region.
CC-VIIS001-71.....	Caneel Bay, Inc...	Virgin Islands NP.
CP-VIIS008-96.....	Caneel Bay, Inc...	Virgin Islands NP.
CO-VIIS007-98.....	Maho, Inc.....	Virgin Islands NP.
CP-WRBR001-98.....	Kitty Hawk Aero Tours, Inc.	Wright Brothers National Monument.

EFFECTIVE DATE: January 2, 2003.

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program Manager, National Park Service, Washington, DC, 20240, Telephone 202/513-7156.

Dated: December 13, 2002.

Richard G. Ring,

Associate Director, Administration, Business Practices and Workforce Development.

[FR Doc. 03-2324 Filed 1-30-03; 8:45 am]

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[Federal Register: December 28, 2001 (Volume 66, Number 249)]
[Notices]
[Page 67297-67300]
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DEPARTMENT OF THE INTERIOR

National Park Service

Concession Contracts and Permits: Extension of Expiring Contracts for Up to One Year

AGENCY: National Park Service, Interior.

ACTION: Public notice.

SUMMARY: Pursuant to 36 CFR 51.23; public notice is hereby given that the National Park Service proposes to extend the following expiring concession contracts for a period of up to one year, or until such time as a new contract is executed, whichever occurs sooner.

SUPPLEMENTARY INFORMATION: All of the listed concession authorizations will expire by their terms on or before December 31, 2001. The National Park Service has determined that the proposed short-term extensions are necessary in order to avoid interruption of visitor services and has taken all reasonable and appropriate steps to consider alternatives to avoid such interruption. These extensions will allow the National Park Service to complete and issue prospectuses leading to the competitive selection of concessioners for new long-term concession contracts covering these operations.

Concessioner ID No.	Concessioner name	Park
ANIA903	Katmai Guide Service.	Aniakchak National Monument and Preserve.
ANIA904	King Guiding Service.	Aniakchak National Monument and Preserve.
ANIA906	Cinder River Lodge...	Aniakchak National Monument and Preserve.
ARO001	Alaska Natural Hist Assn.	Alaska Regional Office.
BADL001	Oglala Sioux Tribe (Cedar Pass Lodge).	Badlands National Park.
BAND001	Bandelier Trading, Inc.	Badlands National Monument.
BEOL001	Bent's Old Fort Historical Assn.	Bent's Old Fort National Historic Site.
BISC002	Biscayne National Underwater Park, Inc.	Biscayne National Park.
BISO001	LeConte Lodge Limited Partnership.	Big South Fork National Recreation Area.

BUIS014	Francis J. Waters	Buck Island Reef National Monument.
BUIS015	Milemark, Inc.	Buck Island Reef National Monument.
BUIS019	Carl Punzenberger	Buck Island Reef National Monument.
CACO002	The Benz Corporation.	Cape Cod National Seashore.
CACO006	Hosteling International.	Cape Cod National Seashore.
CAHA001	Avon-Thornton Limited Partnership.	Cape Hatteras National Seashore.
CAHA002	Cape Hatteras Fishing Pier, Inc.	Cape Hatteras National Seashore.
CAHA004	Oregon Inlet Fishing Center, Inc.	Cape Hatteras National Seashore.

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CALO003	Morris Marina, Kabin Kamps & Ferry Svc.	Cape Lookout National Seashore.
CALO005	Alger G. Willis Fishing Camps, Inc.	Cape Lookout National Seashore.
CHAM001	My Other Squeeze	Chamizal National Monument.
CHAM003	Triple L Rolling Restaurant.	Chamizal National Monument.
CHAM004	Donut Factory	Chamizal National Monument.
CHAM005	Party Time Ice Cream.	Chamizal National Monument.
CHAM006	Senor Elote	Chamizal National Monument.
CHAM007	Coronado Prime Meats.	Chamizal National Monument.
CHAM008	Mama's Papas	Chamizal National Monument.
CHAM009	Mando's Concessions	Chamizal National Monument.
CHAT001	Chattahoochee Outdoor Center, Inc.	Chattahoochee River National Recreation Area.
CHIS002	Channel Islands Aviation, Inc.	Channel Islands National Park.
COLM001	Colorado National Monument Assn.	Colorado National Monument.
COLO005	Eastern National	Colonial National Historic Park.
COLO001	Yorktown Shoppe	Colonial National Historical Park.
CUVA001	American Youth Hostels.	Cuyahoga Valley.
DENA030	Kantishna Air Taxi	Denali National Park and Preserve.
DENA005	Rainier Mountaineering, Inc.	Denali National Park and Preserve.
DENA006	Mountain Trip, Inc	Denali National Park and Preserve.
DENA008	Alaska Mountaineering School.	Denali National Park and Preserve.
DENA009	Fantasy Ridge Alpinism, Inc.	Denali National Park and Preserve.

YELL164	Gallatin Way Ranch	Yellowstone National Park.
YELL165	Gunsel Horse Adventures.	Yellowstone National Park.
YELL166	Elkhorn Ranch	Yellowstone National Park.
YELL168	Llamas of West Yellowstone.	Yellowstone National Park.
YELL169	Shoshone Lodging Outfitters.	Yellowstone National Park.
YELL170	Diamond K Outfitters.	Yellowstone National Park.
ZION004	Zion Natural History Association.	Zion National Park.

EFFECTIVE DATE: January 2, 2002.

FOR FURTHER INFORMATION CONTACT: Cynthia Orlando, Concession Program Manager, National Park Service, Washington, DC 20240, Telephone 202/565-1210.

Dated: November 29, 2001.

Cynthia Orlando,

Concession Program Manager, Park Operations and Education.

[FR Doc. 01-31891 Filed 12-27-01; 8:45 am]

BILLING CODE 4310-70-M

UNITED STATES

DEPARTMENT OF THE INTERIOR

NATIONAL PARK SERVICE

--00000--

CONCESSION CONTRACT

AVON-THORNTON LIMITED PARTNERSHIP

To Operate
Ocean Fishing Pier

WITHIN

CAPE HATTERAS NATIONAL SEASHORE

--00000--

CONTRACT NO. CC-CAHA001-98 EXECUTED October 13, 1998

COVERING THE PERIOD

JANUARY 1, 1998 THROUGH December 31, 1999

*** CAPE HATTERAS NATIONAL SEASHORE ***
**** Southeast Region - National Park Service ****

CONCESSION CONTRACT

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EXHIBITS

EXHIBIT "A": Nondiscrimination
EXHIBIT "B": Land Assignment
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EXHIBIT "E": Insurance Replacement for Facilities
EXHIBIT "F": Maintenance Plan
EXHIBIT "G": Operating Plan

***** CAPE HATTERAS NATIONAL SEASHORE *****
****** Southeast Region - National Park Service ******

THIS CONTRACT made and entered into by and between the United States of America, acting in this matter by the Secretary of the Interior, through the Director of the National Park Service, hereinafter referred to as the "Secretary," and Avon-Thornton Limited Partnership, a partnership formed and existing under the laws of the State of North Carolina, with Thornton Development Corporation the General Partner, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, Cape Hatteras National Seashore, the "Area" is administered by the Secretary to conserve the scenery and the natural and historic objects and the wildlife therein, and to provide for the public enjoyment of the same in such manner as will leave such area unimpaired for the enjoyment of future generations; and

WHEREAS, the accomplishment of these purposes requires that facilities and services that have been determined to be necessary and appropriate for the public use and enjoyment of the area be provided for the public visiting the area; and

WHEREAS, the United States provided such necessary facilities and services and desires the Concessioner to operate them at reasonable rates under the supervision and regulation of the Secretary; and

WHEREAS, pursuant to law the Secretary is required to exercise his authority hereunder in a manner consistent with a reasonable opportunity by the Concessioner to realize a profit on the operations conducted hereunder as a whole commensurate with the capital invested and the obligations assumed:

NOW, THEREFORE, pursuant to the authority contained in the Acts of August 25, 1916 (39 Stat. 535; 16 U.S.C. 1, 2-4), and October 9, 1965 (79 Stat. 969; 16 U.S.C. 20 et seq.), and other laws supplemental thereto and amendatory thereof, the Secretary and the Concessioner agree as follows:

SEC. 1. TERM OF CONTRACT This CONTRACT shall be for the term of two (2) years from January 1, 1998 through December 31, 1999.

SEC. 2. ACCOMMODATIONS, FACILITIES AND SERVICES (a) The Secretary hereby requires and authorizes the Concessioner during the term of this CONTRACT to operate an ocean fishing pier with related merchandising, for the public within the Area.

(b) The Secretary reserves the right to determine and control the nature, type and quality of the merchandise and services described herein to be sold or furnished by the Concessioner within the Area.

(c) This CONTRACT and the administration of it by the Secretary shall be subject to the laws of Congress governing the Area and rules, regulations and policies promulgated thereunder, whether now in force or hereafter enacted or promulgated, including but not limited to United States Public Health Service requirements. The Concessioner must also comply with applicable requirements promulgated by the United States Department of Labor's Occupational Safety and Health Act of 1970 (OSHA) and those provisions outlined in the National Park Service's Safety and Occupational Health Policy associated with visitor safety and health.

(d) In order to implement these requirements the Secretary in consultation with the Concessioner, shall establish and revise as circumstances warrant, specific operating requirements in the form of an Operating Plan which shall be adhered to by the Concessioner. The initial Operating Plan is attached hereto as Exhibit "G" and hereby made a part hereof. Modifications made to the initial Operating Plan by the Secretary shall not be inconsistent with the terms and conditions of the main body of this CONTRACT.

SEC. 3. PLANT, PERSONNEL AND RATES (a)(1) The Concessioner shall maintain and operate the facilities and services described above to such extent and in such manner as the Secretary may deem satisfactory, and shall provide the plant, personnel, equipment, goods, and commodities necessary therefor, provided that the Concessioner shall not be required to make investments inconsistent with a reasonable opportunity to realize a profit on its operations under this CONTRACT commensurate with the capital invested and the obligations assumed. The Concessioner agrees that the terms of this CONTRACT provide the Concessioner this reasonable opportunity to realize a profit.

(a)(2) All rates and prices charged to the public by the Concessioner for services or goods furnished or sold shall be subject to regulation and approval by the Secretary. Reasonableness of rates and prices will be judged generally by comparison with those currently charged for comparable services or goods furnished or sold outside of the areas administered by the National Park Service under similar conditions, with due allowance for length of season, provision for peak loads, accessibility, availability and cost of labor and materials, type of patronage, and other conditions customarily considered in determining charges, but due regard may also be given to such other factors as the Secretary may deem significant.

(a)(3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances.

(b)(1) The Concessioner may be required to have its employees who come in direct contact with the public, so far as practicable, to wear a uniform or badge by which they may be known and distinguished as the employees of the Concessioner. The Concessioner shall require its employees to exercise courtesy and consideration in their relations with the public.

(b)(2) The Concessioner shall review the conduct of any of its employees whose action or activities are considered by the Concessioner or the Secretary to be inconsistent with the proper administration of the Area and enjoyment and protection of visitors and shall take such actions as are necessary to fully correct the situation.

(b)(3) The Concessioner shall, in addition to other laws and regulations which may be applicable to its operations, comply with applicable requirements of (i) Title VII of the Civil Rights Act of 1964, as well as Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, (ii) Title V, Sections 503 and 504 of the Rehabilitation Act of September 26, 1973, P.L. 93-112 as amended in 1978, (iii) 41 C.F.R. Part 60-2 which prescribes affirmative action requirements for contractors and subcontractors, (iv) the Age Discrimination in Employment Act of December 15, 1967 (P.L. 90-202), as amended by (P.L. 95-256) of April 6, 1978, and (v) the Architectural Barriers Act of 1968 (P.L. 90-480). The Concessioner also shall comply with regulations

heretofore or hereafter promulgated, relating to nondiscrimination in employment and providing accessible facilities and services to the public including those set forth in Exhibit "A" attached hereto and made a part hereof.

SEC. 4. GOVERNMENT LAND AND IMPROVEMENTS (a)(1) The Secretary hereby assigns for use by the Concessioner during the term of this CONTRACT, certain parcels of land, as described in Exhibit "B" hereto, and Government Improvements, as described in Exhibit "C" hereto, appropriate to conduct operations hereunder.

(a)(2) The Secretary reserves the right to withdraw such assignments or parts thereof at any time during the term of this CONTRACT if, in his judgement, (i) such withdrawal is for the purpose of enhancing or protecting area resources or visitor enjoyment or safety, or (ii) the operations utilizing such assigned lands or buildings are terminated pursuant to Section 12 hereof.

(a)(3) Any permanent withdrawal of assigned lands or Government Improvements which are essential for conducting the operation authorized hereunder will be considered by the Secretary as a termination of this CONTRACT pursuant to Section 12 hereof. The Secretary shall compensate the Concessioner for any Possessory Interest it may have in such properties permanently withdrawn pursuant to Section 13 hereof.

(b)(1) "Government Improvements" as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements affixed to or resting upon the lands assigned hereunder in such manner a to be part of the realty, constructed or acquired by the Secretary and assigned to the Concessioner by the Secretary for the purposes of this CONTRACT.

(b)(2) The Concessioner shall have a Possessory Interest to the extent provided elsewhere in this CONTRACT in capital improvements (as hereinafter defined) it makes to Government Improvements (excluding improvements made from funds from any Section 10 accounts) with the written permission of the Secretary. In the event that such Possessory Interest is acquired by the Secretary or a successor concessioner at any time, the Concessioner will be compensated for such Possessory Interest pursuant to Section 13 hereof.

(c) The Secretary shall have the right at any time to enter upon the lands and improvements utilized by the Concessioner hereunder for any purpose he may deem reasonably necessary for the administration of the Area.

(d) The Concessioner may construct or install upon assigned lands such buildings, structures, and other improvements as are necessary for operations hereunder, subject to the prior written approval by the Secretary of the location, plans, and specifications thereof. The Secretary may prescribe the form and contents of the application for such approval. The desirability of any project as well as the location, plans and specifications thereof will be reviewed in accordance with applicable provisions of the National Environmental Policy Act of 1969 and the National Historic Preservation Act of 1966, among other requirements.

(e) If, during the term of this CONTRACT, a Government Improvement requires capital improvement (major repairs and/or improvements that serve to prolong the life of the Government Improvement to an extent requiring capital investment for major repair), such capital improvements shall be made by the Concessioner at its

expense if consistent with a reasonable opportunity for the Concessioner to realize a profit as described above. Where capital improvements to other Government facilities which directly support the Concessioner's operations under this CONTRACT are determined by the Secretary to be necessary for the accommodation of Area visitors, such improvements shall be made by the Concessioner at its expense unless the Secretary determines that expenditures for such improvements are inconsistent with a reasonable opportunity for the Concessioner to realize a profit as described above.

SEC. 5. MAINTENANCE (a) Subject to Section 4(e) hereof, the Concessioner will physically maintain and repair all facilities (both Government Improvements and Concessioner Improvements) used in operations under this CONTRACT, including maintenance of assigned lands and all necessary housekeeping activities associated with such operations, to the satisfaction of the Secretary.

(b) In order to implement these requirements, the Secretary shall undertake appropriate inspections, and, in consultation with the Concessioner, establish and revise as circumstances warrant a Maintenance Plan consisting of specific maintenance requirements which shall be adhered to by the Concessioner. The initial Maintenance Plan is attached hereto as Exhibit "F" and hereby made a part hereof. Modifications made to the initial Maintenance Plan by the Secretary shall not be inconsistent with the terms and conditions of the main body of this CONTRACT.

SEC. 6. CONCESSIONER'S IMPROVEMENTS (a)(1) "Concessioner Improvements," as used herein, means buildings, structures, fixtures, equipment, and other improvements, affixed to or resting upon the lands assigned hereunder in such manner as to be a part of the realty, provided by the Concessioner for the purposes of this CONTRACT (excluding improvements made to Government Improvements and improvements made from funds in any Section 10 accounts), as follows: (i) such improvements upon the lands assigned at the date hereof as described in Exhibit "D" hereto; and (ii) all such improvements hereafter constructed upon or affixed to the lands assigned to the Concessioner with the written consent of the Secretary.

(a)(2) Concessioner Improvements do not include any interest in the land upon which the improvements are located.

(a)(3) Any salvage resulting from the authorized removal, severance or demolition of a Concessioner Improvement or any part thereof shall be the property of the Concessioner.

(a)(4) In the event that a Concessioner Improvement is removed, abandoned, demolished, or substantially destroyed and no other improvement is constructed on the site, the Concessioner, at its expense, shall promptly, upon the request of the Secretary, restore the site as nearly as practicable to its original condition.

(b)(1) The Concessioner shall have a Possessory Interest, as defined herein, in Concessioner Improvements to the extent provided by this CONTRACT.

(b)(2) Possessory Interest in Concessioner Improvements or Government Improvements shall not be extinguished by the expiration or other termination of

this CONTRACT, and may not be terminated or taken for public use without just compensation as determined in accordance with Section 13. Performance of the obligations assumed by the Secretary under Section 13 hereof shall constitute just compensation with respect to the taking of Possessory Interest.

(c)(1) Possessory Interest, as the term is used in this CONTRACT, shall consist of all incidents of ownership in capital improvements made by the Concessioner after the effective date of this Contract with the written approval of the Secretary, except legal title which shall be vested in the United States and subject to other limitations as set forth in this CONTRACT. Particularly, among other matters, the existence of Possessory Interest shall not be construed to include or imply any authority, privilege, or right to operate or engage in any business or other activity, and the use or enjoyment of any structure, fixture or improvement in which the Concessioner has a Possessory Interest shall be wholly subject to the applicable provisions of this CONTRACT and to the laws and regulations relating to the Area.

SEC. 7. UTILITIES (a) The Secretary may furnish utilities to the Concessioner for use in connection with the operations authorized under this CONTRACT when available at reasonable rates to be fixed by the Secretary in his discretion. Such rates which shall at least equal the actual cost of providing the utility or service unless a reduced rate is provided for in an established policy of the Secretary in effect at the time of billing.

(b) Should the Secretary not provide such utilities, the Concessioner shall, with the written approval of the Secretary and under such requirements as the Secretary shall prescribe, secure necessary utilities at its own expense from sources outside the Area or shall install the same within the Area with the written permission of the Secretary, subject to the following conditions:

(i) Any water rights deemed necessary by the Concessioner for use of water on Federal lands shall be acquired at its expense in accordance with applicable State procedures and law. Such water rights, upon expiration or termination of this CONTRACT for any reason shall be assigned to and become the property of the United States without compensation;

(ii) Any utility service provided by the Concessioner under this Section shall, if requested by the Secretary, be furnished to the Secretary to such extent as will not unreasonably restrict anticipated use by the Concessioner. The rate per unit charged the Secretary for such service shall be approximately the average cost per unit of providing such service; and

(iii) All appliances and machinery to be used in connection with the privileges granted in this Section, as well as the plans for location and installation of such appliances and machinery, shall first be approved by the Secretary.

SEC. 8. ACCOUNTING RECORDS AND REPORTS (a) The Concessioner shall maintain an accounting system whereby its accounts can be readily identified with its system of accounts classification. The Concessioner shall submit annually as soon as possible but not later than sixty (60) days after the 31st day of December a financial statement for the preceding year or portion of a year as prescribed by the Secretary, and such other reports and data, including, but not limited to, operations information, as may be required by the Secretary. Such

information is subject to public release to the extent authorized by law or established policies and procedures of the Secretary. The Concessioner's system of accounts classification shall be directly related to the Concessioner Annual Report Form issued by the Secretary. If the annual gross receipts of the Concessioner are in excess of $1,000,000, the financial statements shall be audited by an independent certified public accountant or by an independent licensed public accountant certified or licensed by a regulatory authority of a State or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are between $250,000, and $1,000,000, the financial statements shall be reviewed by an independent certified public accountant or by a licensed public accountant certified or licensed by a regulatory authority of a State or other political subdivision of the United States on or before December 31, 1970, in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants. If annual gross receipts are less than $250,000, the financial statements may be prepared without involvement by an independent certified or licensed public accountant, unless otherwise directed by the Secretary.

If the Concessioner is required to have its annual financial statement (Concessioner Annual Financial Report) audited or reviewed, the Concessioner must use the accrual accounting method. In addition, it must include in its annual financial statement (Concessioner Annual Financial Report) a footnote that reconciles its annual financial statement to its Federal income tax returns.

(b) The Secretary and Comptroller General of the United States, or any of their duly authorized representatives, shall at any time up until the expiration of five (5) calendar years after the expiration of this Contract, have access to and the right to examine any of the Concessioner's pertinent books, documents, papers, and records, including Federal and State income tax returns (collectively "documents"), and such documents of any subconcessioner related to this Contract, and, such documents of any proprietary or affiliate companies of the Concessioner.

SEC. 9. FEES For the term of this CONTRACT, the Concessioner shall pay to the Secretary for the privileges granted herein, fees as follows:

(a)(1) An annual fee for the use of Government Improvements assigned to the Concessioner, as identified in Exhibit "C" hereto. This fee may be adjusted annually by the Secretary to equal the fair annual value of the related Government Improvement as determined by the Secretary.

(a)(2) In addition to the foregoing, a franchise fee equal to one and one-half PERCENT (1½%) of the Concessioner's gross receipts, as herein defined, for the preceding year or portion of a year.

(b) The franchise fee shall be due on a monthly basis at the end of each month and shall be paid by the Concessioner in such a manner that payment shall be received by the Secretary within 15 days after the last day of each month that the Concessioner operates. Such monthly payment shall include the annual use fee for assigned Government Improvements, as set forth in Exhibit "C" hereto, divided by the expected number of operating months, as well as the specified percentage of gross receipts for the preceding month. The payment of any additional amounts

due at the end of the operating year as a result of adjustments shall be paid at the time of submission of the Concessioner's annual financial statement. Overpayments shall be offset against the following year's franchise fees due. All franchise fee payments consisting of $10,000 or more, shall be deposited electronically by the Concessioner using the Treasury Financial Communications System.

(c) An interest charge will be assessed on overdue amounts for each 30-day period, or portion thereof, that payment is delayed beyond the 15-day period provided for above. The percent of interest charged will be based on the current value of funds to the United States Treasury.

(d)(1) The term "gross receipts" as used in this CONTRACT shall be mean the total amount received or realized by, or accruing to, the Concessioner from all sales for cash or credit, of services, accommodations, materials, and other merchandise made pursuant to the rights granted by this CONTRACT, including gross receipts of subconcessioners as herein defined and commissions earned on contracts or agreements with other persons or companies operating in the Area, and excluding gross receipts from intracompany earnings on account of charges to other departments of the operation (such as laundry), charges for employees' meals, lodgings, and transportation, cash discounts on purchases, cash discounts on sales, returned sales and allowances, interest on money loaned or in bank accounts, income from investments, income from subsidiary companies outside of the Area, sale of property other than that purchased in the regular course of business for the purpose of resale, and sales and excise taxes that are added as separate charges to approved sales prices, gasoline taxes, fishing license fees, and postage stamps, provided that the amount excluded shall not exceed the amount actually due or paid government agencies and amounts received as a result of an add-on to recover utility costs above comparable utility charges. All monies paid into coin operated devices, except telephones, whether provided by; the Concessioner or by others, shall be included in gross receipts. However, only revenues actually received by the Concessioner from coin-operated telephones shall be included in gross receipts.

(d)(2) The term "gross receipts of subconcessioners" as used in this CONTRACT shall mean the total amount received or realized by, or accruing to, subconcessioners from all sources, as a result of the exercise of the rights conferred by subconcession contracts hereunder without allowances, exclusions or deductions of any kind or nature whatsoever and the subconcessioner shall report the full amount of all such receipts to the Concessioner within 45 days after the 31st day of December each year or portion of a year. Subconcessioners shall maintain an accurate and complete record of all items listed in Subsection (d)(1) of this Section as exclusions from the Concessioner's gross receipts and shall report the same to the Concessioner with the gross receipts. The Concessioner shall be entitled to exclude items listed in Subsection (d)(1) in computing the franchise fee payable to the Secretary as provided for in Subsection (a) hereof.

SEC. 10. ACCOUNTS No Government Improvement or Capital Improvement Accounts are included in this CONTRACT.

SEC. 11. BOND AND LIEN The Secretary may, in his discretion, require the Concessioner to furnish a surety bond acceptable to the Secretary conditioned upon faithful performance of this CONTRACT, in such form and in such amount as

the Secretary may deem adequate, not in excess of Five Thousand DOLLARS ($5,000). As additional security for the faithful performance by the Concessioner of all of its obligations under this CONTRACT, and the payment to the Government of all damages or claims that may result from the Concessioner's failure to observe such obligations, the Government shall have at all times the first lien on all assets Of the Concessioner within the Area.

SEC. 12. TERMINATION (a)(1) The Secretary may terminate this CONTRACT in whole or part for default at any time and may terminate this CONTRACT in whole or part when necessary for the purpose of enhancing or protecting Area resources or visitor enjoyment or safety.

(a)(2) Operations under this CONTRACT may be suspended in whole or in part at the discretion of the Secretary when necessary to enhance or protect Area resources or visitor enjoyment or safety.

(a)(3) Termination or suspension shall be by written notice to the Concessioner and, in the event of proposed termination for default, the Secretary shall give the Concessioner a reasonable period of time to correct stated deficiencies.

(a)(4) Termination for default may be utilized in circumstances where the Concessioner has breached any requirement of this CONTRACT, including, but not limited to, failure to maintain and operate facilities and services to the satisfaction of the Secretary in accordance with the Secretary's requirements hereunder.

(b) In the event of termination or expiration of this CONTRACT, the total compensation to the Concessioner for such termination or upon expiration shall be as described in Section 13 ("Compensation") of this CONTRACT.

(c) In the event it is deemed by the Secretary necessary to suspend operations under this CONTRACT in whole or in part to enhance or protect Area resources or visitor enjoyment or safety, the Secretary shall not be liable for any compensation to the Concessioner for losses occasioned thereby, including but not limited to, lost income, profit, wages, or other monies which may be claimed.

(d) To avoid interruption of services to the public upon the expiration or termination of this CONTRACT for any reason, the Concessioner, upon the request of the Secretary, shall (i) continue to conduct all operations hereunder for a reasonable period of time to allow the Secretary to select a successor concessioner, or (ii) consent to the use by a temporary operator, designated by the Secretary, of Concessioner Improvements and personal property, if any, not including current or intangible assets, used in operations hereunder upon fair terms and conditions, provided that the Concessioner shall be entitled to an annual fee for the use of such improvements and personal property, prorated for the period of use, in the amount of the annual depreciation of such improvements and personal property, plus a return on the book value of such improvements and personal property equal to the prime lending rate, effective on the date the temporary operator assumes managerial and operational responsibilities, as published by the Federal Reserve System Board of Governors or as agreed upon by the parties involved. In such circumstances, the method of depreciation applied

shall be either straight line depreciation or depreciation as shown on the Concessioner's Federal income tax return.

SEC. 13. COMPENSATION (a) Just Compensation: The compensation described in this Section shall constitute full and just compensation to the Concessioner from the Secretary for all losses and claims occasioned by the circumstances described below.

(b) Contract expiration or termination where operations are to be continued: (b)(1) If, for any reason, including CONTRACT expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct operations hereunder, or substantial part thereof, and, at the time of such event the Secretary intends for substantially the same or similar operations to be continued by a successor, whether a private person, corporation or an agency of the Government; (i) the Concessioner shall sell and transfer to the successor designated by the Secretary its Possessory Interest in Concessioner Improvements and Government Improvements, if any, as defined under this CONTRACT, and all other tangible property of the Concessioner used or held for use within the Area in connection with such operations; and, (ii) the Secretary will require such successor to purchase from the Concessioner such Possessory Interest, if any, and such other property, and to pay the Concessioner the fair value thereof.

(b)(2) The fair value of any possessory interest in Concessioner Improvements shall be deemed to be the sound value of the improvement to which it relates at the time of transfer of such possessory interest, without regard to the term or other benefits of the contract. The sound value shall be determined upon the basis of reconstruction cost less depreciation evidenced by its conditions and prospective serviceability in comparison with a new unit of like kind, but not to exceed fair market value. The fair value of possessory interest in Government improvements shall be book value. The initial fair value of Possessory Interest in Concessioner Improvements and Government Improvements on the effective date of this contract is -0-.

(b)(3) The fair value of merchandise and supplies shall be actual cost including transportation.

(b)(4) The fair value of equipment shall be its book value.

(c) Contract expiration or termination where operations are to be discontinued: If for any reason, including CONTRACT expiration or termination as described herein, the Concessioner shall cease to be required by the Secretary to conduct operations hereunder, or substantial part thereof, and the Secretary at the time chooses to discontinue such operations, or substantial part thereof, within the Area, and/or to abandon, remove, or demolish any Concessioner Improvements, if any, then the Secretary will take such action as may be necessary to assure the Concessioner of compensation for (i) its Possessory Interest in Concessioner Improvements and Government Improvements, if any, in the applicable amount as set forth in Section 13(b) hereof; (ii) the cost to the Concessioner of restoring any assigned lands to a natural condition, including removal and demolition, (less salvage) if required by the Secretary; and (iii) the cost of transporting to a reasonable market for sale such movable property of the Concessioner as may be made useless by such determination. Any such property that has not been removed by the Concessioner within a reasonable time following such determination shall become the property of the United States without further compensation therefor.

(d) Contract Termination for Default for Unsatisfactory Performance. Notwithstanding any other provision of this CONTRACT to the contrary, in the event of termination of this CONTRACT for default for failure to maintain and operate accommodations, facilities and services hereunder to the satisfaction of the Secretary in accordance with the Secretary's requirements, compensation for Possessory Interest in Concessioner Improvements, if any, except for Possessory Interest in Concessioner Improvements in existence before the effective date of this CONTRACT, shall be as set forth in Section 13(b) hereof or at book value, whichever is less.

SEC. 14. ASSIGNMENT, SALE OR ENCUMBRANCE OF INTERESTS (a) Pursuant to this Section and 36 C.F.R. Part 51, the Concessioner and/or any person or entity which owns a controlling interest (as is or as may be defined in 36 C.F.R. Part 51) in a Concessioner's ownership, (collectively defined as the "Concessioner" for the purposes of this Section) shall not assign or otherwise sell or transfer responsibilities under this CONTRACT or concession operations hereunder, or the Concessioner's assets in the concession operation, nor sell or otherwise assign, transfer or encumber (including, without limitation, mergers, consolidations, reorganizations, other business combinations, mortgages, liens or collateral) a controlling interest in such operations, this CONTRACT, or a controlling interest in the Concessioner's ownership or assets (as is or as may be defined in 36 C.F.R. Part 51), without the prior written approval of the Secretary.

(a)(2) Such approval is not a matter of right and is further subject to the requirements of 36 C.F.R. Part 51 (as are or as may be set forth therein). The Secretary will exercise his discretion as to whether and/or under what conditions a proposed transaction will be approved in accordance with established policies and procedures.

(a)(3) Failure to comply with this provision or the procedures described herein shall constitute a material breach of this CONTRACT for which this CONTRACT may be terminated immediately by the Secretary without regard to the procedures for termination for default described in Section 12 hereof, and, the Secretary shall not be obliged to recognize any right of any person or entity to an interest in this CONTRACT or to own or operate operations hereunder acquired in violation hereof.

(b) The Concessioner shall advise the person(s) or entity proposing to enter into a transaction which is subject to this Section that the Secretary shall be notified and that the proposed transaction is subject to review and approval by the Secretary. The Concessioner shall request in writing the Secretary's approval of the proposed transaction prior to consummation and shall promptly provide the Secretary all relevant documents related to the transaction, and the names and qualifications of the person(s) or entity involved in the proposed transaction. The relevant documents shall be as described in 36 C.F.R. Part 51 but shall also include other documents as the Secretary may require.

(c) The Concessioner may not enter into any agreement with any entity or person except employees of the Concessioner to exercise substantial management responsibilities for operations hereunder or any part hereof without the written approval of the Secretary given at least thirty (30) days in advance of such transaction.

(d) No mortgage shall be executed, and no bonds, shares of stock or other evidence of interest in, or indebtedness upon, the rights and/or properties of the Concessioner, including this CONTRACT, in the Area, shall be issued without prior written approval of the Secretary. Approval of such encumbrances shall be granted only for the purposes of installing, enlarging or improving, plant equipment and facilities, provided that, such rights and/or properties, including possessory interests, or evidences of interests therein, in addition, may be encumbered for the purposes of purchasing existing concession plant, equipment and facilities. In the event of default on such a mortgage, encumbrance, or such other indebtedness, or of other assignment, transfer, or encumbrance, the creditor or any assignee thereof, shall succeed to the interest of the Concessioner in such rights and/or properties but shall not thereby acquire operating rights or privileges which shall be subject to the disposition of the Secretary.

SEC. 15. APPROVAL OF SUBCONCESSION CONTRACTS All contracts and agreements (other than those subject to approval pursuant to Section 14 hereof) proposed to be entered into by the Concessioner with respect to the exercise by others of the privileges granted by this CONTRACT in whole or part shall be considered as subconcession contracts and shall be submitted in advance of execution to the Secretary for his approval and shall be effective only if approved. However, agreements with others to provide vending or other coin-operated machines shall not be considered as subconcession contracts. In the event any such subconcession contract or agreement is approved the Concessioner shall pay to the Secretary within sixty (60) days after the 31st day of December each year or portion of a year a sum equal to FIFTY PERCENT (50%) of any and all fees, commissions or compensation payable to the Concessioner thereunder, which shall be in addition to the franchise fee payable to the Secretary on the gross receipts of subconcessioners as provided for in Section 9 of this contract.

SEC. 16. INSURANCE AND INDEMNITY (a)(1) General. The Concessioner shall save, hold harmless, defend and indemnify the United States of America, its agents and employees for losses, damages or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage of any nature whatsoever, and by whomsoever made, arising out of the activities of the Concessioner, his employees, subcontractors or agents under this CONTRACT.

(a)(2) The types and amounts of insurance coverage purchased by the Concessioner shall be approved by the Secretary.

(a)(3) At the request of the Secretary, the Concessioner shall annually, or at the time insurance is purchased, provide the Secretary with a Statement of Concessioner Insurance and Certificate of Insurance as evidence of compliance with this section and shall provide the Secretary thirty (30) days advance written notice of any material change in the Concessioner's insurance program hereunder.

(a)(4) The Secretary will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the Concessioner proves to be inadequate or otherwise insufficient for any reason whatsoever.

(b) Property Insurance. (b)(1) The Concessioner will, in the event of damage

or destruction, repair or replace those buildings, structures, equipment, furnishings, betterments and improvements and merchandise determined by the Secretary to be necessary to satisfactorily discharge the Concessioner's obligations under this CONTRACT and for this purpose shall provide fire and extended insurance coverage on both Concessioner Improvements and Government Improvements in such amounts as the Secretary may require during the term of the CONTRACT. Those values currently in effect are set forth in Exhibit "E" to this CONTRACT. This exhibit will be revised if there is a substantial increase in value.

(b)(2) Such insurance shall provide for the Concessioner and the United States of America to be named insured as their interests may appear. In the event of loss, the Concessioner shall use all proceeds of such insurance to repair, rebuild, restore or replace Concessioner Improvements and Government Improvements, equipment, furnishings and other personal property hereunder, as directed by the Secretary. The lien provision of Section 11 shall apply to such insurance proceeds.

(c) Additional Property Damage Requirements - Government Improvements, Property and Equipment. The following additional requirements shall apply to structures all or any part of which are Government Improvements as defined in this CONTRACT.

(c)(1) The insurance policy shall contain a loss payable clause approved by the Secretary which requires insurance proceeds to be paid directly to the Concessioner without requiring endorsement by the United States.

(c)(2) The use of insurance proceeds for repair or replacement of Government Improvements will not alter their character as Government Improvements and, notwithstanding any provision of this CONTRACT to the contrary, the Concessioner shall gain no Possessory Interest therein.

(d). Public Liability. (d)(1) The Concessioner shall provide Comprehensive General (liability insurance against claims occasioned by actions or omissions of the Concessioner in carrying out the activities and operation authorized hereunder.

(d)(2) Such insurance shall be in the amount commensurate with the degree of risk and the scope and size of such activities authorized herein, but in any event, the limits of liability shall not be less than $300,000 per occurrence covering both bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the Concessioner shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy, in addition to a Comprehensive General Liability Policy, may be used to achieve the required limits.

(d)(3) From time to time, as conditions in the insurance industry warrant, the Secretary reserves the right to revise the minimum required limits.

(d)(4) All liability policies shall specify that the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

(d)(5) The Concessioner shall also obtain the following additional coverages at the same limits as required for Comprehensive General Liability insurance unless other limits are specified below:

(1) Product Liability - Amount ($300,000)
(2) Liquor Legal Liability - Amount ($300,000)
(3) Protection and Indemnity (Watercraft Liability) - Amount (none)
(4) Automobile Liability - To cover all owned, non-owned, and hired vehicles - Amount ($300,000)
(5) Garage Liability - Amount (none)
(6) Workers' Compensation
(7) Aircraft Liability - Amount (none)
(8) Fire Damage Legal Liability - Amount (none)
(9) Other

SEC. 17. PROCUREMENT OF GOODS, EQUIPMENT AND SERVICES In computing net profits for any purposes of this CONTRACT, the Concessioner agrees that its accounts will be kept in such manner that there will be no diversion or concealment of profits in the operations authorized hereunder by means of arrangements for the procurement of equipment, merchandise, supplies or services from sources controlled by or under common ownership with the Concessioner or by any other device.

SEC. 18. GENERAL PROVISIONS (a) Reference in this CONTRACT to the "Secretary" shall mean the Secretary of the Interior, and the term shall include his duly authorized representatives.

(b) The Concessioner is not entitled to be awarded or to have negotiating rights to any Federal procurement or service contract by virtue of any provision of this CONTRACT.

(c) Notwithstanding any other provision hereof, the Secretary reserves the right to provide directly or through cooperative or other non-concession agreements with non-profit organizations, any accommodations, facilities or services to Area visitors which are part of and appropriate to the Area's interpretive program.

(d) That any and all taxes which may be lawfully imposed by any State or its political subdivisions upon the property or business of the Concessioner shall be paid promptly by the Concessioner.

(e) No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this CONTRACT or to any benefit that may arise herefrom but this restriction shall not be construed to extend to this CONTRACT if made with a corporation or company for its general benefit.

(f) This CONTRACT may not be extended, renewed or amended in any respect except when agreed to in writing by the Secretary and the Concessioner.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Atlanta, Georgia, this 13th day of October 1998.

AVON-THORNTON LIMITED PARTNERSHIP

BY

Title President

Witness:
BY

UNITED STATES OF AMERICA

BY

for Regional Director
Southeast Region
National Park Service

***** CAPE HATTERAS NATIONAL SEASHORE *****
****** Southeast Region - National Park Service ******

EXHIBIT "A"

NONDISCRIMINATION

SECTION I

REQUIREMENTS RELATING TO EMPLOYMENT AND SERVICE TO THE PUBLIC

A. **EMPLOYMENT:** During the performance of this concession permit the Concessioner agrees as follows:

(1) The Concessioner will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, or disabling condition. The Concessioner will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, age, national origin, or disabling condition. Such action shall include, but not be limited to, the following: Employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Concessioner agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Secretary setting forth the provision of this nondiscrimination clause.

(2) The Concessioner will, in all solicitations or advertisements for employees placed by on behalf of the Concessioner, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, national origin, or disabling condition.

(3) The Concessioner will send to each labor union or representative of workers with which the Concessioner has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the Secretary, advising the labor union or workers' representative of the Concessioner's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) Within 120 days of the commencement of a contract every Government contractor or subcontractor holding a contract that generates gross receipts which exceed $50,000 and having 50 or more employees shall prepare and maintain an affirmative action program at each establishment which shall set forth the contractor's policies, practices, and procedures in accordance with the affirmative action program requirement.

(5) The Concessioner will comply with all provisions of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Concessioner will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Concessioner's books, records, and accounts by the Secretary of the Interior and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Concessioner's noncompliance with the nondiscrimination clauses of this concession permit or with any of such rules, regulations, or orders, this concession permit may be canceled, terminated or suspended in whole or in part and the Concessioner may be declared ineligible for further Government concession permits in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Concessioner will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, so that such provisions will be binding upon each subcontractor or vendor. The Concessioner will take such action with respect to any subcontract or purchase order as the Secretary may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event the Concessioner becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Secretary, the Concessioner may request the United States to enter into such litigation to protect the interests of the United States.

B. **CONSTRUCTION, REPAIR, AND SIMILAR CONTRACTS:** The preceding provisions A(1) through A(8) governing performance of work under this contract, as set out in Section 202 of Executive Order No. 11246 of September 24, 1965, as amended by Executive Order No. 11375 of October 13, 1967, shall be applicable to this permit, and shall be included in all contracts executed by the Concessioner for the performance of construction, repair, and similar work contemplated by this permit, and for that purpose the term "permit" shall be deemed to refer to this instrument and to contracts awarded by the Concessioner and the term "Concessioner" shall be deemed to refer to the Concessioner and to contractors awarded contacts by the Concessioner.

C. **FACILITIES:** (1) Definitions: As used herein: (i) Concessioner shall mean the Concessioner and its employees, agents, lessees, sublessee, and contractors, and the successors in interest of the Concessioner; (ii) facility shall mean any and all services, facilities, privileges, accommodations, or activities available to the general public and permitted by this agreement.

(2) The Concessioner is prohibited from: (i) publicizing facilities operated hereunder in any manner that would directly or inferentially reflect upon or question the acceptability of any person because of race, color, religion, sex, age, national origin, or disabling condition; (ii) discriminating by segregation or other means against any person because of

race, color, religion, sex, age, national origin, or disabling condition in furnishing or refusing to furnish such person the use of any such facility.

(3) The Concessioner shall post a notice in accordance with Federal regulations to inform the public of the provisions of this subsection, at such locations as will ensure that the notice and its contents will be conspicuous to any person seeking accommodations, facilities, services, or privileges. Such notice will be furnished the Concessioner by the Secretary.

(4) The Concessioner shall require provisions identical to those stated in subsection C herein to be incorporated in all of the Concessioner's contracts or other forms of agreement for use of land made in pursuance of this agreement.

SECTION II

ACCESSIBILITY

Title V, Section 504, of the Rehabilitation Act of 1973, as amended in 1978, requires that action be taken to assure that any "program" or "service" being provided to the general public be provided to the highest extent reasonably possible to individuals who are mobility impaired, hearing impaired, and visually impaired. It does not require architectural access to every building or facility, but only that the service or program can be provided somewhere in an accessible location. It also allows for a wide range of methods and techniques for achieving the intent of the law, and calls for consultation with disabled persons in determining what is reasonable and feasible.

No handicapped person shall, because a Concessioner's facilities are inaccessible to or unusable by handicapped persons, be denied the benefits of, be excluded from participation in, or otherwise be subjected to discrimination under any program or activity receiving Federal financial assistance or conducted by any Executive agency or by the U.S. Postal Service.

PART A

DISCRIMINATION PROHIBITED

A Concessioner, in providing any aid, benefit, or service, may not directly or through contractual, licensing, or other arrangements, on the basis of handicap:

1. Deny a qualified handicapped person the opportunity to participate in or benefit from the aid, benefit, or service;

2. Afford a qualified handicapped person an opportunity to participate in or benefit from the aid, benefit, or service that is not equal to that afforded others;

3. Provide a qualified handicapped person with an aid, benefit, or service that is not as effective as that provided to others;

4. Provide different or separate aids, benefits, or services to handicapped persons or to any class of handicapped persons unless such action is necessary to provide qualified handicapped persons with aid, benefits, or services that are as effective as those provided to others;

5. Aid or perpetuate discrimination against a qualified handicapped person by providing significant assistance to an agency, organization, or person that discriminates on the basis of handicap in providing any aid, benefit, or service to beneficiaries of the recipient's program;

6. Deny a qualified handicapped person the opportunity to participate as a member of planning or advisory boards; or

7. Otherwise limit a qualified handicapped person in the enjoyment of any right, privilege, advantage, or opportunity enjoyed by others receiving an aid, benefit, or service.

PART B

EXISTING FACILITIES

A Concessioner shall operate each program or activity so that the program or activity, when viewed in its entirety, is readily accessible to and usable by handicapped persons. This paragraph does not require a Concessioner to make each of its existing facilities or every part of a facility accessible to and usable by handicapped persons.

EXHIBIT "B"

LAND ASSIGNED TO
AVON-THORNTON LIMITED PARTNERSHIP
pursuant to Sec. 4(a)(1)

AVON-THORNTON LIMITED PARTNERSHIP

BY _____

Date 12 June 1998

UNITED STATES OF AMERICA

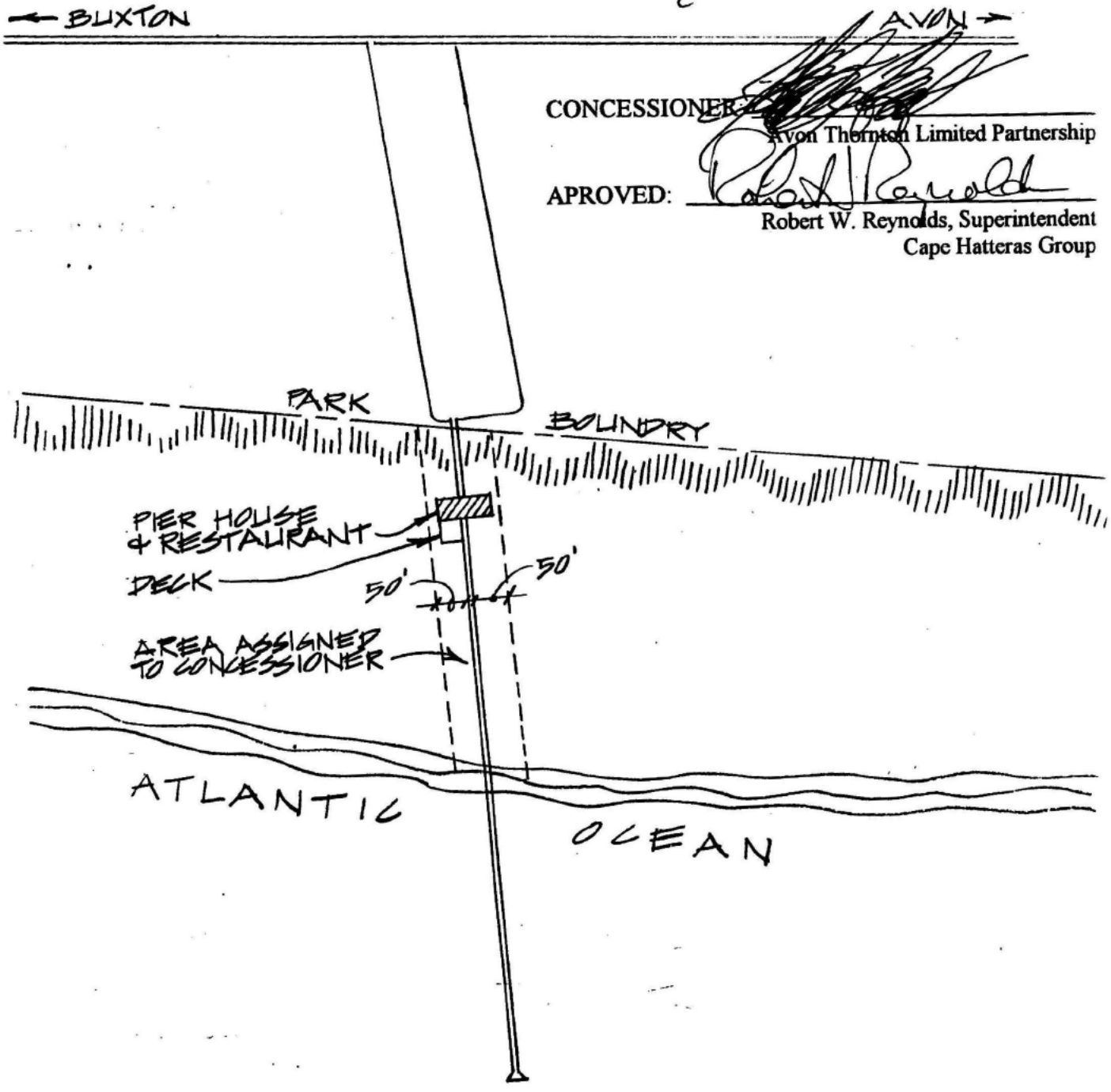
BY _____

*** CAPE HATTERAS NATIONAL SEASHORE ***
**** Southeast Region - National Park Service ****

17 June 1998

CONCESSIONER: _____
Avon Thornton Limited Partnership

APROVED: _____
Robert W. Reynolds, Superintendent
Cape Hatteras Group



CAPE HATTERAS
NATIONAL SEASHORE
AVON FISHING PIER

N

SCALE: ±1" = 250'

EXHIBIT "C"

GOVERNMENT IMPROVEMENTS ASSIGNED
AVON-THORNTON LIMITED PARTNERSHIP
pursuant to Sec. 4(a)(1)

BUILDING NO.	DESCRIPTION	ANNUAL FEE
---	Fishing Pier and Pier House	None

Total Amount Due: None

AVON-THORNTON LIMITED PARTNERSHIP

BY _____

Date 17 June 1998

UNITED STATES OF AMERICA

BY _____

*** CAPE HATTERAS NATIONAL SEASHORE ***
**** Southeast Region - National Park Service ****

EXHIBIT "D"

CONCESSIONER IMPROVEMENTS
AVON-THORNTON LIMITED PARTNERSHIP
PURSUANT TO Sec. 6(a)(1)

BUILDING NO.	DESCRIPTION
--	NONE

AVON-THORNTON LIMITED PARTNERSHIP

BY _____

Date 17 June 1998

UNITED STATES OF AMERICA

BY _____

*** CAPE HATTERAS NATIONAL SEASHORE ***
**** Southeast Region - National Park Service ****

EXHIBIT "E"

INSURANCE REPLACEMENT FOR FACILITIES
AVON-THORNTON LIMITED PARTNERSHIP
pursuant to Sec. 16(b)(1)

I. GOVERNMENT-OWNED BUILDINGS AND STRUCTURES:

BUILDING NO.	DESCRIPTION	VALUE
--	Fishing Pier and Pier House	NONE*

(*Note: If the fishing pier and/or pier house is damaged or destroyed, the National Park Service has no intention to replace or repair these structures, nor require the Concessioner to do so; therefore, no insurance coverage will be required for repair or replacement of the fishing pier or the pier house.)

II. CONCESSIONER IMPROVMENTS

BUILDING NO.	DESCRIPTION	VALUE
--	NONE	NONE

(Values are for the sole purpose of assuring property insurance coverage and shall not be construed as having application for any other purpose.)

AVON-THORNTON LIMITED PARTNERSHIP

BY _____

Date 17 June 1998

UNITED STATES OF AMERICA

BY _____

*** CAPE HATTERAS NATIONAL SEASHORE ***
**** Southeast Region - National Park Service ****

Contract NO.
CC-CAHA001-98

Exhibit "F"

OPERATING PLAN
AVON THORNTON LIMITED PARTNERSHIP (Avon Pier)
CAPE HATTERAS NATIONAL SEASHORE

INTRODUCTION

This plan is a supplement to contract number CC-CAHA-001-98 and will outline in detail the operating requirements to be applied in providing an ocean fishing pier, a merchandise outlet selling fishing equipment and related items, refreshments including alcoholic beverages (beer), and a prepackaged snacks. All applicable requirements of the US Public Health Food Code shall be met.

DEFINITION OF TERMS

The term "Concessioner" shall refer to Avon Thornton Limited Partnership, and duly authorized representative in most cases will be the "Manager." The term "park" shall refer to Cape Hatteras National Seashore. The term "Service" shall refer to the National Park Service, and the term "Secretary" shall refer to the Secretary of the Interior and his duly authorized representative, who is the Superintendent of Cape Hatteras National Seashore. The term "Superintendent" shall refer to the Superintendent, Cape Hatteras National Seashore, and his duly authorized representative.

PURPOSE OF PLAN

The purpose of the plan is to define responsibilities and duties of the Concessioner as required under the contract and to insure that highest quality services are offered to the public. The plan does not supersede, nor conflict with, contractual requirements. It shall be reviewed and updated annually by the Superintendent prior to the opening season.

GENERAL REQUIREMENTS

A. All advertising on site must be approved by the Superintendent. Billboard advertising on site is prohibited. Any advertising done off premises shall be approved first by the Superintendent. This includes brochures, public broadcasting, newspaper articles, etc. All advertisements for employment must end with the notation, "equal employment opportunity employer."

B. Concessioner shall meet all OSHA requirements and standards. The attached number III-C-1, NPS-50 loss/control management guide-lines, Chapter 18, must be met also.

C. The attached land assignment designates the area of responsibility for the Concessioner. All maintenance and upkeep within this area shall be handled in accordance with the attached Maintenance Agreement.

D. The Concessioner will provide security patrols of assigned property throughout the year. Concession employees will call a park ranger or 911, if a law enforcement problem occurs or when requested by a visitor.

E. The Concessioner shall provide and maintain all fire extinguishers within the area assigned and will train staff to operate the equipment.

F. The National Park Service will respond as quickly as possible to emergencies involving public safety, civil disturbances and violations of the law when observed, or when called by Concessioner. Concessioner will take care of minor first aid injuries and will control law and order to the extent possible.

G. The Concessioner shall be responsible for keeping employees up to date on activities occurring in the park. Employees shall be informed of the relationship between Concessioner and the park. The park shall provide the Concessioner with current information on park activities and shall provide cross training when the opportunity arises.

H. The Concessioner shall open approximately March 28 and close around December 13. However, if visitor use demands, facility may be open year-round. Notices will be posted, and the Superintendent will be notified of opening and closing dates.

I. The minimum hours of operation shall be 8 a.m. to 6 p.m. depending on demand and run of fish. Hours may be extended for a 24-hour period, if fishing is extremely good. However, the fish house must be manned at all times when fishing is allowed on the pier.

J. The Concessioner shall maintain a high standard of merchandise in accordance with requirements of the contract, and display shall be kept in a neat and orderly manner. The Superintendent and/or his representative will monitor items being sold throughout the season.

K. All rates shall be approved by the Superintendent. Before a price can be increased above that on the approved schedule, Concessioner must send in a request for increase at least two weeks prior to the date the increase is needed.

L. Any lost and found articles not solved at the concession facility should be turned over to a park employee for processing. The park shall provide the Concessioner with lost and found reports (form 10-166).

M. The concessioner shall notify the park of any complaints received, and the park shall do likewise.

N. The concessioner shall not discriminate against any individual because of race, creed, color, sex, age, national origin, or physical or mental handicap. This information must be included in any announcement requesting applications for employment. Equal opportunity posters shall be provided by the Service and posted by Concessioner where visible to the public.

O. The concessioner must furnish the Service with a copy of their current certificate of insurance upon expiration each year.

P. The Superintendent shall perform evaluations of the concession operation and safety program in accordance with requirements of NPS-48. A pre-opening evaluation shall be performed prior to opening for main summer season, and three other evaluations will be held throughout the year by NPS.

Q. The concessioner shall obtain approval of the Superintendent prior to any improvements being made to the facility.

R. Concession employees shall wear some type of uniform or name tag that identifies them as employees.

Robert W. Reynolds, Superintendent
Cape Hatteras National Seashore

7/22/98
Date

Avon Thornton Limited Partnership
Thornton Development Corporation
General Partner
by J. Timothy Thornton, President

17 June 1998
Date

CONTRACT NO.
CC-CAHA001-98

Exhibit "G"

SUPPLEMENTARY MAINTENANCE AGREEMENT
CONCESSION CONTRACT NO. CC-CAHA001-98
AVON THORNTON LIMITED PARTNERSHIP
CAPE HATTERAS NATIONAL SEASHORE

Avon Thornton Limited Partnership, under Contract No. CC-CAHA001-98, hereby agrees to manage the concession in accord with the following maintenance conditions. The concessioner will be responsible for the area within the Land Assignment boundary unless specifically stated otherwise.

Accepted: 17 June 98 By: _____
Date

Avon Thornton Limited Partnership
Thornton Development Corporation General Partner
J. Timothy Thornton, President

Approved: 7/22/98 By: _____
(date)

Robert W. Reynolds, Superintendent
Cape Hatteras National Seashore

CLEANING OF AREA:

1. PIER - Daily, the fish cleaning area will be scrubbed to remove debris, fish scales, and other fish particles for elimination of flies, bad odor, and unsightliness. Also, all handrails and walkways will be washed to assure removal of dead fish, abandoned bait, debris, and trash.

2. PIER HOUSE - Daily, all debris, trash, and garbage will be removed. Floors will be swept and cleaned. All areas will be kept in a neat and presentable condition at all times.

3. GROUNDS - Daily, the parking area and all exterior land included in the approved land assignment will be cleaned by removal of trash, debris, and unsightly objects.

4. REST ROOMS - Daily, all rest rooms will receive an overall cleaning and periodic checks to insure proper sanitary conditions are met during the remainder of the day's operation.

MAINTENANCE STANDARDS FOR CONCESSION OWNED BUILDINGS:

1. DOORS, WINDOWS, AND OTHER OPENINGS
   a. Are clean and free of all dirt, grease, grime, and objectionable marks.

2. DRAINAGE (GUTTERS, DOWNSPOUTS, ROOF DRAINS, SUBSURFACE TILE, FLOOR DRAINS, ETC.)
   a. Are free of obstructions and all openings clear.
   b. Surfaces (paint, galvanized, etc.) are sound and prevent or retard deterioration.

3. ELECTRICAL (WIRING, LIGHT, ETC.)
   a. Wiring is in strict accordance with National Electrical Codes.
   b. Electrical fixtures contain proper sized elements (wattage).
   c. Lamps and appliances are operating properly, and no disturbing sounds are emitted.
   d. Fixtures are clean and sound.

4. FLOORS
   a. Are structurally sound with no signs of displacement and deflection.
   b. Coverings are free of objectionable deterioration, evidence of vandalism, excessive wear, etc.
   c. Coverings (tile, etc.) are clean and protected with acceptable materials.
   d. Are free of litter, dirt, markings, etc.

5. FOUNDATION AND EXTERIOR WALLS
   a. Are structurally sound and support the superimposed loading.
   b. Are free of differential settlement or lateral, vertical, or longitudinal displacement.

6. FURNISHINGS
   a. Are safe, serviceable, and usable for their intended purpose.
   b. Are free of objectionable deterioration and evidence of vandalism.
   c. Are clean, free of soil spots, etc., and appearance complements their surroundings.

7. HEATING, VENTILATION, AND AIR-CONDITIONING UNITS
   a. Are clean, maintained, and operated in strict accordance with manufacturer's instructions; and adjacent areas are free of litter, dirt accumulation, and unnecessary storage.

8. INTERIOR SURFACES
   a. Are free of damage attributable to accumulated moisture.
   b. Are clean and free of all evidence of vandalism, unnecessary markings, excessive dirt, grime, etc.
   c. Are finished in acceptable manner free of peeling, blistering, excessive wear, etc.

9. PLUMBING (WATER AND SEWER)
   a. Piping is free of leaks, noise, and deterioration.
   b. Provides a water quality which meets Public Health Service standards.
   c. Vent pipes are open, free of debris, and odor minimized.
   d. Fixtures are clean, free of stains, odors, and breaks; and rest rooms are adequately stocked with supplies.

10. ROOFS
   a. Are free of deterioration that would affect structural qualities.
   b. Have lightning suppressors installed where necessary.
   c. Are free of displacement or warping.
   d. Have snow load removed before the critical depth is reached.
   e. Structures or parts of roof structures are not jeopardized by adjacent vegetation.

GARBAGE REMOVAL

1. Trash receptacles shall be placed at advantageous points in the best interest of public use.

2. Concessioner will remove trash and dead fish off the pier daily and more frequently, if warranted.

3. All garbage will be disposed of in a manner reflecting absolute compliance with current State and Federal air and water pollution criteria.

4. All garbage containers will be scrubbed to remove unsanitary particles.

5. It is recommended that plastic bag liners be utilized to assist in bettering collection and disposal measures.

FOOD AND REFRIGERATION STORAGE

All food and refrigerated products will be stored and refrigerated to comply with State and Federal Public Health Service standards.

ELECTRICAL SYSTEM

Prior to seasonal opening, the Concessioner will make an inspection of all electrical wiring, outlets, and fixtures. Worn, rusted, and inoperative items will be replaced prior to seasonal opening.

The Concessioner will make weekly inspections of the electrical system located on the pier structure. An inspection of the system will be made after electrical or other storm damage to the area and facility to insure maximum safety for the concession patrons.

The pier house, approach ramp, and pier structure electrical plants will be properly maintained by fixture and bulb or lamp replacement, as becomes necessary during operational periods.

WATER SYSTEM

Prior to seasonal opening, the Concessioner will make an annual inspection of all water system piping, valves, and fixtures. Worn, rusted, and unsightly items will be replaced prior to seasonal opening.

Daily checks will be made to insure acceptable water service for the concession patrons, in compliance with State and Federal Public Health Service regulations.

The Concessioner shall take the necessary water samples from the system for analysis, as required by the State of North Carolina.

INSPECTION OF PIER STRUCTURAL MEMBERS

An annual inspection will be made by Concession Safety Officer prior to seasonal opening of all members in the pier complex for structural soundness relative to proper bracing, connections and alignment, decking, stringers, and sufficient number of pilings.

Weekly inspections, plus inspections after any unusual storm, will be made by the Concession Safety Officer to insure structural soundness of the facility.

Every five years, the Concessioner shall have a structural inspection of the pier performed by a structural inspector approved by the State of North Carolina.

SEWER SYSTEM

Prior to seasonal opening, an annual inspection by the Concessioner will be made of all sewer system piping, valves, tanks and fixtures. Worn, rusted, and unsightly items will be replaced prior to seasonal opening.

Concessioner also will make daily checks to insure acceptable sanitary service for the concession patron in compliance with State and Federal Public Health Service regulations.

SEPTIC TANKS

Concessioner shall pump septic tanks in accordance with specifications listed on Attachment A.

All sewage will be disposed of in a manner reflecting absolute compliance with State and Federal air and water pollution criteria.

EVALUATIONS

Prior to opening for the season, an evaluation of the entire facility will be done by members of the National Park Service and the Concessioner, or his authorized representative, to ensure that all standards are being met and all requirements of the Contract, Maintenance Agreement, Operating Plan, and Loss Control Plan are up to date and implemented.

The Concessioner will perform periodic inspections throughout the season to assure that all standards of sanitation, food handling, and pier operation are being met.

National Park Service members are required to perform a pre-opening evaluation, two during the season, and one at the close of opera-tions. One evaluation will be in conjunction with the required inspection by the USPHS representative.

WINTERIZING AND CLOSING OPERATIONS

At close of operations, the Concessioner will exercise all methods to safeguard the facility and visitors frequenting the area from damage or injury attributable to neglect in securing all systems and areas during the period of closure. NPS will be notified.

PAINTING EXTERIOR AND INTERIOR

Prior to seasonal opening, an annual inspection will be conducted by Concessioner of existing painted areas to evaluate the need for corrective measures affording prescribed treatment of wood and metal materials. Any painting or change to structure must be approved by the Superintendent.

Young, Deirdre R

From: Foster, Maureen <maureen_foster@nps.gov>
Sent: Tuesday, October 08, 2013 6:13 PM
To: McDowall, Lena
Subject: Re: Concessions Servicewide.xlsx (Lena_McDowall@nps.gov)
Attachments: Concessions Servicewide.xlsx

sure -- I was hoping that you could some how open in its excel (altho' I have no idea how to do that!)

Maureen D. Foster
Chief of Staff
National Park Service
1849 C Street, NW, Room 3114
Washington, DC 20240
202.208.5970 (direct)
202.208.3818 (main)

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On Tue, Oct 8, 2013 at 6:11 PM, McDowall, Lena <lena_mcdowall@nps.gov> wrote:
Thanks, Maureen. Could you send to me as an Excel file? When you print from Google Docs it us difficult to match up the comments and road numbers with the name of the concession or partner organization.
Thanks, Lena

On Tue, Oct 8, 2013 at 6:08 PM, Maureen Foster (Google Drive) <maureen_foster@nps.gov> wrote:

I've shared an item with you.

Concessions Servicewide.xlsx

Google Drive: create, share, and keep all your stuff in one place.

--

Lena McDowall
Associate Director, Business Services
Ph: (202) 208-5651
Cell: (202) 641-1814

Email: Lena_McDowall@nps.gov

Region	Park	Name	Org Type	Service	Road	Comments
IMR	GLCA	Main Visitor Center			Hwy 89	is in a BOR building, so it is closed. NHA is not operating there.
IMR	GLCA	Navajo Bridge Interpretive Center				open and the Natural History Association (NHA) is operating there because the building is operated by AZ Dept. of Transportation.
IMR	GRTE	Gift Shop at the Airport	CA			Open as the airport operates within the park boundary and remains open and operating.
IMR	GRTE	Triangle X Dude Ranch			Hwy 89	Operates along Hwy 89, a state road that runs through the park. The ranch is allowed to accommodate guests involved in hunting outside the park with no overnight lodging. No other overnight lodging is allowed at the ranch.
MWR	APIS	Apostle Island Cruise Svc.	Conc			Was told to shutdown. Is operating and claims to stay out of park waters and off park lands.
MWR	HOSP	Buckstaff Bath House Company	Conc		HWY 7, Central Ave.	Building is in city adjacent to leased bldgs that are open.
MWR	MORU	PP Incorporated (MORU Nat Memorial Society)	Conc		Within park boundary. In short distance to highway (200ft +/-	Serves as primary parking lot. Pressure to open; Society charges fees and manages lot.
MWR	MORU	Xanterra Parks and Resorts	Conc		Within park boundary. In short distance to highway (200ft +/-	Within park boundary. A short walk from parking area (see above). Xanterra closed facilities per park direction.
MWR	OZAR	Akers Ferry Canoe Rental, Inc.	Conc		Off state HWY KK	currentrivercanoe.com
MWR	OZAR	Alley Spring Canoe Rental, LLC (Harvey' s Alley Spring)	Conc		Off Missouri 106	http://www.harveysalleyspring.com/driving.html
MWR	OZAR	Carr' s Grocery and Canoe Rental, LLC	Conc		Off HWY 19	carrscanoerental .com
MWR	OZAR	Two Rivers Canoes, LLC	Conc		Off State HWY V	, http://2riverscanoe.com/contact.php
MWR	PIRO	Pictured Rocks Cruises, Inc.	Conc			Was told to shutdown. Is operating and claims to stay out of park waters and off park lands.
MWR	SLBE	Manitou Island Transit	Conc			Was told to shutdown. Is operating. Directed to not land in park.
NCR	GWMP	Belle Haven Marina	Conc		GW Pkwy	VA
NCR	GWMP	Claude Moore Farm	CA			Agreement dates to 1981 and who has received over $1.3 million in cash support from the NPS since 2001, they operate an educational farm interpreting the colonial period to school groups and families. Claude Moore also operates market days which are financially important to their operations.
NCR	GWMP	Columbia Island Marina - Food	Conc		GW Pkwy	DC
NCR	GWMP	Columbia Island Marina - Recreation	Conc		GW Pkwy	DC
NCR	GWMP	Glen Echo Park	CA			Operated in partnership w Montgomery County, MD. The Glen Echo Park Partnership would like to reopen – however, NPS staffs the site with 3-4 rangers and provides the maintenance and law enforcement so we wouldn't be in a position of "minimal involvement".

Region	Park	Name	Org Type	Service	Road	Comments
NCR	GWMP	Indigo Landing Restaurant, Afterdeck Café	Conc		GW Pkwy	VA
NCR	GWMP	Washington Sailing Marina	Conc		GW Pkwy	VA
NCR	GWMP	Women In Military Service to America Memorial	CA			treating as in-holding – holding special events not open to the public and keeping their activities inside their structure
NCR	NACE	Accokeek Foundation	CA			Non-profit, educational organization that has a land assignment wholly within Piscataway Park which serves as the outdoor "campus" for the Foundation's operations which include the National Colonial Farm (living heritage exhibit), the Ecosystem Farm (demonstrations in sustainable agriculture), and preservation of heritage livestock and heirloom seeds. Includes 2 docks which provide access to the Potomac River. Accessed from an open public road. Currently closed for public visitation, delivering Community Supported Agriculture shares off-site.
NCR	NACE	Alice Ferguson Foundation	CA			Would not benefit as AFF depends on access to the Potomac River through the park for its Hard Bargain Farm Education Center environmental education programs as well as access to other area national parks for its Bridging the Watershed program. Opening access for cooperators would NOT provide the access that AFF would want to the Potomac River over Piscataway parkland.
NCR	NAMA	Fords Theatre	CA	Theatre, retail	10th St, NW	Would reopen the theatre portion of the site to the public for the performances only, the museum and tours would remain closed to the public. The Peterson House, where Lincoln Died, is across the street and would remain closed
NCR	NAMA	Lincoln Memorial North + Retail	Conc		Bacon Drive	
NCR	NAMA	Pa. Ave. Food Carts at 13th & Pa. Ave.	Conc		Pennsylvania Ave	
NCR	NAMA	Pa. Ave. Food Carts at 7th & Pa. Ave	Conc		Pennsylvania Ave	
NCR	PRWI	Travel Trailer Village	CX	RV campground	State Hwy	
NCR	ROCR	Key Bridge Boathouse	Conc	Rentals		Boating in Boston
NCR	ROCR	Peirce Mill Tennis Courts	Conc	Tennis		Guest Services
NCR	ROCR	Rock Creek Golf Course	Conc	Golf, F&B, retail		Golf Course Specialists
NCR	ROCR	Rock Creek Tennis Center	Conc	Tennis, F&B, retail		Guest Services
NCR	ROCR	Thompson Boat Center	Conc	Rentals, F&B, retail		Guest Services
NE	APPA	Appalachian Trail Conservancy	Partner	Office space, VC, retail		CUA in place for sales area; GA bet NPS and ATC for use of facility
NE	CACO	Highland Museum & Lighthouse	Conc		Highland Rd	Truro, MA
NE	CACO	Highlands Links Golf Course	Conc	Golf, F&B, retail		
NE	CACO	Nauset Knoll Motor Lodge	Conc	Lodging	Beach Rd	East Orleans, MA
NE	CACO	Truro Hotel	?	Lodging		
NE	COLO	Antique Store	Conc	Retail	Main St	Yorktown, VA
NE	COLO	Carrot Tree Restaurant	Conc	F&B	Main St	Yorktown, VA
NE	COLO	Swiss Tavern	Conc	F&B	Main St	Yorktown, VA

Region	Park	Name	Org Type	Service	Road	Comments
NE	DEWA	PEEC	CA			
NE	GATE	Breezy Point Surf Club	Conc	F&B, cabana	227th St	Breezy Point, NY
NE	GATE	Gateway Marina	Conc	Marina	Flatbush Ave	Brooklyn, NY
NE	GATE	Jamaica Bay Riding Academy	Conc	Stables, rides	Belts Pkwy	Brooklyn, NY
NE	GATE	Silver Gull Beach Club	Conc	F&B, cabana	Rockaway Point Blvd	Breezy Point, NY
NE	INDE	Carpenter's Hall	?	Museum	Chestnut St.	Owned and operated by partner; Philadelphia,PA
NE	INDE	Christ Church	CA		Church St.	Philadelphia, PA
NE	INDE	City Tavern	Conc	F&B	South 2nd St	Philadelphia, PA
NE	INDE	Friends of Independence NHP			South 3rd St	501 (c) 3 non-profit organization - 143 S 3rd St Philadelphia, PA 19106
NE	INDE	Historical Philadelphia Institute	?	Tour operator		Park partner Tour Operator operate out of Free Quaker Mtg House, VC and other facilities – operating without access to NPS facilities
NE	INDE	St. George's Church	?		North 4th St.	Philadelphia, PA
NE	INDE	St. Joseph's Church	?		Willings Alley	Philadelphia, PA
NE	MIMA	Farm and farmstand	?			Concord, MA
PW	DEVA	Death Valley Lodging Company at Stovepipe Wells		Lodging, F&B, retail	State Hwy 190	
PW	DEVA	Furnace Creek Ranch and Inn (Xanterra) and Panamint Springs resort		Lodging	Hwy. 190	Private inholdings
PW	DEVA	Scotty's Castle	Conc	F&B, retail	Scotty's Junction Rd.	Death Valley NHA Concessions closed
PW	GOGA	Cliff House (you know the story there)				
PW	GOGA	Crissy Field East Beach Cafe (closed even though park area is not close-able)				
PW	GOGA	Crissy Field Warming Hut (closed even though park area is not close-able)				
PW	GOGA	Fort Mason and Marin Hostel (could remain open because the park areas are not close-able, but we forced closure)				
PW	GOGA	Stinson Beach Surfer's Grill (closed, few customers)				
PW	MOJA	Concessions lunch counter inside VC				
PW	OLYM	Kalaloch Lodge	Conc		Highway 101	Just off highway
PW	OLYM	Lake Cresent Lodge	Conc		Highway 101	.5 miles off highway
PW	OLYM	NatureBridge	CA		Highway 101	.5 miles off highway
PW	PORE	Drakes Beach Cafe	Conc		Sir Francis Drake Blvd	

Region	Park	Name	Org Type	Service	Road	Comments
PW	PORE	Five Brooks Stables	Conc		Highway 1	
PW	PORE	Stewart Horse Camp	conc		Highway 1	
PW	SEKI	Grant Grove(KCPS transitioning to DNC).	Conc		Hwy 180	
PW	SEKI	Lodgepole (DNC)	Conc		Generals Highway	
PW	SEKI	Wuksachi	Conc		Generals Highway	
PW	WHIS	Forever Resorts				
PW	YOSE	El Portal Market, ,			Hwy 140	reduce hours for public health and safety
PW	YOSE	Naturebridge Campus at Crane Flat			Hwy 120	
PW	YOSE	Wawona Hotel,			Highway 41	
PW	YOSE	DNC Crane Flat Store	Conc		Hwy 120	
PW	YOSE	DNC Valley Tram Tours			Highway 140,	
PW	YOSE	Mariposa Grove Gift Shop & Tram Tours			Highway 41	
PW	YOSE	Wawona Market,			Highway 41	
PW	YOSE	Yosemite Conservancy Store			Hwy 120	
PW	YOSE	Yosemite Conservancy Store			Highway 41	
SER	BLRI	Folk Art Center	Conc	gifts and crafts, information, eastern national	Blue Ridge Parkway motor road	stand alone
SER	BLRI	Mabry Mill Restaurant & Gift Shop	Conc	restaurant & gift shop	Blue Ridge Parkway motor road	stand alone operation
SER	BLRI	Manor House (owned & operated by NPS	Conc	sell books	Blue Ridge Parkway motor road	concession lower part of house with eastern national
SER	BLRI	Northwest Trading Post	Conc	gift shop	Blue Ridge Parkway motor road	stand alone operation
SER	BLRI	Peaks of Otter	Conc	lodge, restaurant, camp store, campground, bus transport to park overlook	Blue Ridge Parkway motor road	campground is run by NPS; all other could be stand alone except for bus destination point within park
SER	BLRI	Pisgah Inn	Conc	hotel lodging, camp store, restaurant, campground	blue Ridge Parkway motor road	campground is run by NPS; all other could be stand alone
SER	BLRI	Price Lake Boat Rentals	Conc	canoe rental	Blue Ridge Parkway motor road	dependent on access to NPS lands
SER	CAHA	Avon Fishing Pier	Conc	Bait & tackle, food services, access to fishing pier	Hwy 12	stand alone operation
SER	CAHA	Oregon Inlet Fishing Center	Conc	Marina, fishing charters, boats	Hwy 12	stand alone operation

Region	Park	Name	Org Type	Service	Road	Comments
SER	FORA	Roanoke Island Historical Association	CA	weekend events leading up to Halloween	Hwy 64	Park legislation provides for opportunity for fundraising; currently have permission to use Fort Raleigh facilities for Psychopath Halloween event
SER	GRSM	Smokemount Riding Stables	Conc	Trail Rides in park	Newfound Gap (Hwy 441)	As part of concession contract, they have land assignment includes select park horse trails that they maintain to operate; liability falls to concession operator
SER	GRSM	Smoky Mountain Riding Stables (with park boundary)	Conc	Trail Rides in park	Hwy 321 Gatlingburg (outside park boundary)	As part of concession contract, they have land assignment includes select park horse trails that they maintain to operate; liability falls to concession operator
SER	GRSM	Triggerlands Riding Stables	Conc	Trail Rides in park	Newfound Gap (Hwy 441)	As part of concession contract, they have land assignment includes select park horse trails that they maintain to operate; liability falls to concession operator
SER	VIIS	Trunk Bay	Conc	snack bar; snorkel and other equipment rental	North Shore Road	Stand alone operation; all beaches of park are open

Young, Deirdre R

From: Edward Keable <edward.keable@sol.doi.gov>
Sent: Saturday, October 05, 2013 4:18 PM
To: Maureen_Foster@nps.gov
Cc: Peggy_O'Dell@nps.gov; cam_sholly@nps.gov; Lena_McDowall@nps.gov; ted.boling@sol.doi.gov; Barry.Roth@sol.doi.gov; randolph.myers@sol.doi.gov
Subject: Re: some NPS items

Maureen,

Adding Ted, Barry, and Randy as they should have an awareness of all of these issues. I will work with them to make sure we have adequate coverage.

Will get back to you on calling up Melissa after coordinating with Barry.

Thanks,

Ed

From: Foster, Maureen [mailto:maureen_foster@nps.gov]
Sent: Saturday, October 05, 2013 11:09 AM
To: Edward Keable <edward.keable@sol.doi.gov>
Cc: Peggy O'Dell <Peggy_O'Dell@nps.gov>; Cam Sholly <cam_sholly@nps.gov>; Lena McDowall <Lena_McDowall@nps.gov>
Subject: some NPS items

Ed --

We had an update from our regional contacts and have identified the follow issues.

(b) (5)

Thanks.

Maureen

Maureen D. Foster
Chief of Staff

National Park Service
1849 C Street, NW, Room 3114
Washington, DC 20240
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202.208.3818 (main)

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Young, Deirdre R

From: Foster, Maureen <maureen_foster@nps.gov>
Sent: Saturday, October 05, 2013 2:43 PM
To: Edward Boling
Subject: Fwd: some NPS items

Just a FYI -- haven't heard from Ed K.

Maureen D. Foster
Chief of Staff
National Park Service
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---------- Forwarded message ----------
From: **Foster, Maureen** <maureen_foster@nps.gov>
Date: Sat, Oct 5, 2013 at 2:09 PM
Subject: some NPS items
To: Edward Keable <edward.keable@sol.doi.gov>
Cc: Peggy O'Dell <Peggy_O'Dell@nps.gov>, Cam Sholly <cam_sholly@nps.gov>, Lena McDowall <Lena_McDowall@nps.gov>

Ed --

We had an update from our regional contacts and have identified the follow issues.

(b) (5)

(b) (5) [redacted]

Thanks.

Maureen

Maureen D. Foster
Chief of Staff
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Young, Deirdre R

From: Foster, Maureen <maureen_foster@nps.gov>
Sent: Saturday, October 05, 2013 2:30 PM
To: Lena McDowall
Cc: Cam Sholly
Subject: Re: some NPS items

Haven't heard back from Ed. Will let you know if you need to head in.

Maureen D. Foster
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On Sat, Oct 5, 2013 at 2:22 PM, Lena McDowall <lena_mcdowall@nps.gov> wrote:
Maureen- Cam just called to give me a heads-up on this one. I told him to let me know if I need to pop in to pull the concessions contract or other info for Melissa once Ed reaches her. He was checking with the region. --Lena

Sent from my iPhone

On Oct 5, 2013, at 2:09 PM, "Foster, Maureen" <maureen_foster@nps.gov> wrote:

Ed --

We had an update from our regional contacts and have identified the follow issues.

(b) (5)

(b) (5)

Thanks.

Maureen

Maureen D. Foster
Chief of Staff
National Park Service
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Young, Deirdre R

From: Foster, Maureen <maureen_foster@nps.gov>
Sent: Saturday, October 05, 2013 2:09 PM
To: Edward Keable
Cc: Peggy O'Dell; Cam Sholly; Lena McDowall
Subject: some NPS items

Ed --

We had an update from our regional contacts and have identified the follow issues.

(b) (5)

Thanks.

Maureen

Maureen D. Foster
Chief of Staff
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Young, Deirdre R

From: Nicole Buffa <nicole_buffa@ios.doi.gov>
Sent: Wednesday, October 02, 2013 3:57 PM
To: Maureen Foster
Subject: RE: Need background on why concessions have to close

I think the second bullet works. Will try it.

From: Foster, Maureen [mailto:maureen_foster@nps.gov]
Sent: Wednesday, October 02, 2013 3:54 PM
To: Nicole Buffa
Subject: Fwd: Need background on why concessions have to close

See how this is.

Maureen D. Foster
Chief of Staff
National Park Service
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202.208.3818 (main)

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---------- Forwarded message ----------
From: **McDowall, Lena** <lena_mcdowall@nps.gov>
Date: Wed, Oct 2, 2013 at 3:48 PM
Subject: Re: Need background on why concessions have to close
To: "Foster, Maureen" <maureen_foster@nps.gov>

Will something like this work?

(b) (5)

On Wed, Oct 2, 2013 at 3:24 PM, Foster, Maureen <maureen_foster@nps.gov> wrote:
I looked at the 2 pieces on InsideNPS but didn't see anything.

We need it ASAP for upstairs.

_____
Maureen D. Foster
Chief of Staff
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--
Lena McDowall
Associate Director, Business Services
Ph: (202) 208-5651
Cell: (202) 641-1814
Email: Lena_McDowall@nps.gov

Young, Deirdre R

From: Foster, Maureen <maureen_foster@nps.gov>
Sent: Wednesday, October 02, 2013 3:55 PM
To: Nicole Buffa
Subject: Fwd: Need background on why concessions have to close

See how this is.

Maureen D. Foster
Chief of Staff
National Park Service
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202.208.3818 (main)

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---------- Forwarded message ----------
From: **McDowall, Lena** <lena_mcdowall@nps.gov>
Date: Wed, Oct 2, 2013 at 3:48 PM
Subject: Re: Need background on why concessions have to close
To: "Foster, Maureen" <maureen_foster@nps.gov>

Will something like this work?

(b) (5)

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Lena McDowall
Associate Director, Business Services
Ph: (202) 208-5651
Cell: (202) 641-1814
Email: Lena_McDowall@nps.gov

Young, Deirdre R

From: McDowall, Lena <lena_mcdowall@nps.gov>
Sent: Wednesday, October 02, 2013 3:48 PM
To: Foster, Maureen
Subject: Re: Need background on why concessions have to close

Will something like this work?

(b) (5)

On Wed, Oct 2, 2013 at 3:24 PM, Foster, Maureen <maureen_foster@nps.gov> wrote:
I looked at the 2 pieces on InsideNPS but didn't see anything.

We need it ASAP for upstairs.

Maureen D. Foster
Chief of Staff
National Park Service
1849 C Street, NW, Room 3114
Washington, DC 20240
202.208.5970 (direct)
202.208.3818 (main)

EXPERIENCE YOUR AMERICA
The National Park Service cares for special places
saved by the American people,
so that all may experience our heritage.

--
Lena McDowall
Associate Director, Business Services
Ph: (202) 208-5651
Cell: (202) 641-1814
Email: Lena_McDowall@nps.gov

Young, Deirdre R

From: Foster, Maureen <maureen_foster@nps.gov>
Sent: Wednesday, October 02, 2013 3:25 PM
To: Lena McDowall
Subject: Need background on why concessions have to close

I looked at the 2 pieces on InsideNPS but didn't see anything.

We need it ASAP for upstairs.

Maureen D. Foster
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Young, Deirdre R

From: Foster, Maureen <maureen_foster@nps.gov>
Sent: Wednesday, October 09, 2013 10:13 AM
To: Jon Jarvis; Peggy O'Dell; Bruce Sheaffer
Subject: List
Attachments: Concessions Servicewide.xlsx

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Region	Park	Name	Org Type	Service	Road	Comments
IMR	GLCA	Main Visitor Center			Hwy 89	is in a BOR building, so it is closed. NHA is not operating there.
IMR	GLCA	Navajo Bridge Interpretive Center				open and the Natural History Association (NHA) is operating there because the building is operated by AZ Dept. of Transportation.
IMR	GRTE	Gift Shop at the Airport	CA			Open as the airport operates within the park boundary and remains open and operating.
IMR	GRTE	Triangle X Dude Ranch			Hwy 89	Operates along Hwy 89, a state road that runs through the park. The ranch is allowed to accommodate guests involved in hunting outside the park with no overnight lodging. No other overnight lodging is allowed at the ranch.
MWR	APIS	Apostle Island Cruise Svc.	Conc			Was told to shutdown. Is operating and claims to stay out of park waters and off park lands.
MWR	HOSP	Buckstaff Bath House Company	Conc		HWY 7, Central Ave.	Building is in city adjacent to leased bldgs that are open.
MWR	MORU	PP Incorporated (MORU Nat Memorial Society)	Conc		Within park boundary. In short distance to highway (200ft +/-	Serves as primary parking lot. Pressure to open; Society charges fees and manages lot.
MWR	MORU	Xanterra Parks and Resorts	Conc		Within park boundary. In short distance to highway (200ft +/-	Within park boundary. A short walk from parking area (see above). Xanterra closed facilities per park direction.
MWR	OZAR	Akers Ferry Canoe Rental, Inc.	Conc		Off state HWY KK	currentrivercanoe.com
MWR	OZAR	Alley Spring Canoe Rental, LLC (Harvey' s Alley Spring)	Conc		Off Missouri 106	http://www.harveysalleyspring.com/driving.html
MWR	OZAR	Carr' s Grocery and Canoe Rental, LLC	Conc		Off HWY 19	carrscanoerental .com
MWR	OZAR	Two Rivers Canoes, LLC	Conc		Off State HWY V	, http://2riverscanoe.com/contact.php
MWR	PIRO	Pictured Rocks Cruises, Inc.	Conc			Was told to shutdown. Is operating and claims to stay out of park waters and off park lands.
MWR	SLBE	Manitou Island Transit	Conc			Was told to shutdown. Is operating. Directed to not land in park.
NCR	GWMP	Belle Haven Marina	Conc		GW Pkwy	VA
NCR	GWMP	Claude Moore Farm	CA			Agreement dates to 1981 and who has received over $1.3 million in cash support from the NPS since 2001, they operate an educational farm interpreting the colonial period to school groups and families. Claude Moore also operates market days which are financially important to their operations.
NCR	GWMP	Columbia Island Marina - Food	Conc		GW Pkwy	DC
NCR	GWMP	Columbia Island Marina - Recreation	Conc		GW Pkwy	DC
NCR	GWMP	Glen Echo Park	CA			Operated in partnership w Montgomery County, MD. The Glen Echo Park Partnership would like to reopen – however, NPS staffs the site with 3-4 rangers and provides the maintenance and law enforcement so we wouldn't be in a position of "minimal involvement".

Region	Park	Name	Org Type	Service	Road	Comments
NCR	GWMP	Indigo Landing Restaurant, Afterdeck Café	Conc		GW Pkwy	VA
NCR	GWMP	Washington Sailing Marina	Conc		GW Pkwy	VA
NCR	GWMP	Women In Military Service to America Memorial	CA			treating as in-holding – holding special events not open to the public and keeping their activities inside their structure
NCR	NACE	Accokeek Foundation	CA			Non-profit, educational organization that has a land assignment wholly within Piscataway Park which serves as the outdoor "campus" for the Foundation's operations which include the National Colonial Farm (living heritage exhibit), the Ecosystem Farm (demonstrations in sustainable agriculture), and preservation of heritage livestock and heirloom seeds. Includes 2 docks which provide access to the Potomac River. Accessed from an open public road. Currently closed for public visitation, delivering Community Supported Agriculture shares off-site.
NCR	NACE	Alice Ferguson Foundation	CA			Would not benefit as AFF depends on access to the Potomac River through the park for its Hard Bargain Farm Education Center environmental education programs as well as access to other area national parks for its Bridging the Watershed program. Opening access for cooperators would NOT provide the access that AFF would want to the Potomac River over Piscataway parkland.
NCR	NAMA	Fords Theatre	CA	Theatre, retail	10th St, NW	Would reopen the theatre portion of the site to the public for the performances only, the museum and tours would remain closed to the public. The Peterson House, where Lincoln Died, is across the street and would remain closed
NCR	NAMA	Lincoln Memorial North + Retail	Conc		Bacon Drive	
NCR	NAMA	Pa. Ave. Food Carts at 13th & Pa. Ave.	Conc		Pennsylvania Ave	
NCR	NAMA	Pa. Ave. Food Carts at 7th & Pa. Ave	Conc		Pennsylvania Ave	
NCR	PRWI	Travel Trailer Village	CX	RV campground	State Hwy	
NCR	ROCR	Key Bridge Boathouse	Conc	Rentals		Boating in Boston
NCR	ROCR	Peirce Mill Tennis Courts	Conc	Tennis		Guest Services
NCR	ROCR	Rock Creek Golf Course	Conc	Golf, F&B, retail		Golf Course Specialists
NCR	ROCR	Rock Creek Tennis Center	Conc	Tennis, F&B, retail		Guest Services
NCR	ROCR	Thompson Boat Center	Conc	Rentals, F&B, retail		Guest Services
NE	APPA	Appalachian Trail Conservancy	Partner	Office space, VC, retail		CUA in place for sales area; GA bet NPS and ATC for use of facility
NE	CACO	Highland Museum & Lighthouse	Conc		Highland Rd	Truro, MA
NE	CACO	Highlands Links Golf Course	Conc	Golf, F&B, retail		
NE	CACO	Nauset Knoll Motor Lodge	Conc	Lodging	Beach Rd	East Orleans, MA
NE	CACO	Truro Hotel	?	Lodging		
NE	COLO	Antique Store	Conc	Retail	Main St	Yorktown, VA
NE	COLO	Carrot Tree Restaurant	Conc	F&B	Main St	Yorktown, VA
NE	COLO	Swiss Tavern	Conc	F&B	Main St	Yorktown, VA

Region	Park	Name	Org Type	Service	Road	Comments
NE	DEWA	PEEC	CA			
NE	GATE	Breezy Point Surf Club	Conc	F&B, cabana	227th St	Breezy Point, NY
NE	GATE	Gateway Marina	Conc	Marina	Flatbush Ave	Brooklyn, NY
NE	GATE	Jamaica Bay Riding Academy	Conc	Stables, rides	Belts Pkwy	Brooklyn, NY
NE	GATE	Silver Gull Beach Club	Conc	F&B, cabana	Rockaway Point Blvd	Breezy Point, NY
NE	INDE	Carpenter's Hall	?	Museum	Chestnut St.	Owned and operated by partner; Philadelphia,PA
NE	INDE	Christ Church	CA		Church St.	Philadelphia, PA
NE	INDE	City Tavern	Conc	F&B	South 2nd St	Philadelphia, PA
NE	INDE	Friends of Independence NHP			South 3rd St	501 (c) 3 non-profit organization - 143 S 3rd St Philadelphia, PA 19106
NE	INDE	Historical Philadelphia Institute	?	Tour operator		Park partner Tour Operator operate out of Free Quaker Mtg House, VC and other facilities – operating without access to NPS facilities
NE	INDE	St. George's Church	?		North 4th St.	Philadelphia, PA
NE	INDE	St. Joseph's Church	?		Willings Alley	Philadelphia, PA
NE	MIMA	Farm and farmstand	?			Concord, MA
PW	DEVA	Death Valley Lodging Company at Stovepipe Wells		Lodging, F&B, retail	State Hwy 190	
PW	DEVA	Furnace Creek Ranch and Inn (Xanterra) and Panamint Springs resort		Lodging	Hwy. 190	Private inholdings
PW	DEVA	Scotty's Castle	Conc	F&B, retail	Scotty's Junction Rd.	Death Valley NHA Concessions closed
PW	GOGA	Cliff House (you know the story there)				
PW	GOGA	Crissy Field East Beach Cafe (closed even though park area is not close-able)				
PW	GOGA	Crissy Field Warming Hut (closed even though park area is not close-able)				
PW	GOGA	Fort Mason and Marin Hostel (could remain open because the park areas are not close-able, but we forced closure)				
PW	GOGA	Stinson Beach Surfer's Grill (closed, few customers)				
PW	MOJA	Concessions lunch counter inside VC				
PW	OLYM	Kalaloch Lodge	Conc		Highway 101	Just off highway
PW	OLYM	Lake Cresent Lodge	Conc		Highway 101	.5 miles off highway
PW	OLYM	NatureBridge	CA		Highway 101	.5 miles off highway
PW	PORE	Drakes Beach Cafe	Conc		Sir Francis Drake Blvd	

Region	Park	Name	Org Type	Service	Road	Comments
PW	PORE	Five Brooks Stables	Conc		Highway 1	
PW	PORE	Stewart Horse Camp	conc		Highway 1	
PW	SEKI	Grant Grove(KCPS transitioning to DNC).	Conc		Hwy 180	
PW	SEKI	Lodgepole (DNC)	Conc		Generals Highway	
PW	SEKI	Wuksachi	Conc		Generals Highway	
PW	WHIS	Forever Resorts				
PW	YOSE	El Portal Market, ,			Hwy 140	reduce hours for public health and safety
PW	YOSE	Naturebridge Campus at Crane Flat			Hwy 120	
PW	YOSE	Wawona Hotel,			Highway 41	
PW	YOSE	DNC Crane Flat Store	Conc		Hwy 120	
PW	YOSE	DNC Valley Tram Tours			Highway 140,	
PW	YOSE	Mariposa Grove Gift Shop & Tram Tours			Highway 41	
PW	YOSE	Wawona Market,			Highway 41	
PW	YOSE	Yosemite Conservancy Store			Hwy 120	
PW	YOSE	Yosemite Conservancy Store			Highway 41	
SER	BLRI	Folk Art Center	Conc	gifts and crafts, information, eastern national	Blue Ridge Parkway motor road	stand alone
SER	BLRI	Mabry Mill Restaurant & Gift Shop	Conc	restaurant & gift shop	Blue Ridge Parkway motor road	stand alone operation
SER	BLRI	Manor House (owned & operated by NPS	Conc	sell books	Blue Ridge Parkway motor road	concession lower part of house with eastern national
SER	BLRI	Northwest Trading Post	Conc	gift shop	Blue Ridge Parkway motor road	stand alone operation
SER	BLRI	Peaks of Otter	Conc	lodge, restaurant, camp store, campground, bus transport to park overlook	Blue Ridge Parkway motor road	campground is run by NPS; all other could be stand alone except for bus destination point within park
SER	BLRI	Pisgah Inn	Conc	hotel lodging, camp store, restaurant, campground	blue Ridge Parkway motor road	campground is run by NPS; all other could be stand alone
SER	BLRI	Price Lake Boat Rentals	Conc	canoe rental	Blue Ridge Parkway motor road	dependent on access to NPS lands
SER	CAHA	Avon Fishing Pier	Conc	Bait & tackle, food services, access to fishing pier	Hwy 12	stand alone operation
SER	CAHA	Oregon Inlet Fishing Center	Conc	Marina, fishing charters, boats	Hwy 12	stand alone operation

Region	Park	Name	Org Type	Service	Road	Comments
SER	FORA	Roanoke Island Historical Association	CA	weekend events leading up to Halloween	Hwy 64	Park legislation provides for opportunity for fundraising; currently have permission to use Fort Raleigh facilities for Psychopath Halloween event
SER	GRSM	Smokemount Riding Stables	Conc	Trail Rides in park	Newfound Gap (Hwy 441)	As part of concession contract, they have land assignment includes select park horse trails that they maintain to operate; liability falls to concession operator
SER	GRSM	Smoky Mountain Riding Stables (with park boundary)	Conc	Trail Rides in park	Hwy 321 Gatlingburg (outside park boundary)	As part of concession contract, they have land assignment includes select park horse trails that they maintain to operate; liability falls to concession operator
SER	GRSM	Triggerlands Riding Stables	Conc	Trail Rides in park	Newfound Gap (Hwy 441)	As part of concession contract, they have land assignment includes select park horse trails that they maintain to operate; liability falls to concession operator
SER	VIIS	Trunk Bay	Conc	snack bar; snorkel and other equipment rental	North Shore Road	Stand alone operation; all beaches of park are open

Young, Deirdre R

From: Patricia Neubacher <patty_neubacher@nps.gov>
Sent: Wednesday, October 09, 2013 6:36 AM
To: maureen_foster@nps.gov; peggy_o'dell@nps.gov
Subject: Fw: Cliff House closed

Fyi

----- Original Message -----
From: Frank Dean [mailto:frank_dean@nps.gov]
Sent: Wednesday, October 09, 2013 12:47 AM
To: Francis Dean <frank_dean@nps.gov>
Cc: lena_mcdowall@nps.gov <lena_mcdowall@nps.gov>; bruce_sheaffer@nps.gov <bruce_sheaffer@nps.gov>; patty_neubacher@nps.gov <patty_neubacher@nps.gov>; Aaron_Roth@nps.gov <Aaron_Roth@nps.gov>
Subject: Re: Cliff House closed

Confidential

Confirming the Cliff House restaurant concession is closed. Roller coaster day as the operator agreed to close early in the day, then their attorney called me back two hours later after consulting with other family members and they retracted that pledge and decided to stay open. I finally convinced their attorney mid day to comply with the closure order. Will stay in contact with them.

One small SF Chronicle story about the closure.

Frank

On Oct 8, 2013, at 10:39 AM, Francis Dean <frank_dean@nps.gov> wrote:

> I just spoke to the Cliff House operator and he has agreed to close
> down today. Will confirm this later today, so hold off on the letters
> for
now.
> Will keep you posted. No media coverage yet.
>
> Frank
>
> Frank Dean
> General Superintendent
> Golden Gate
> National Recreation Area
> San Francisco, CA 94123
> (415) 561-4720

Young, Deirdre R

From: Neubacher, Patricia <patty_neubacher@nps.gov>
Sent: Tuesday, October 08, 2013 2:52 PM
To: Maureen Foster; Lena McDowall; Barry Roth
Subject: Information for PWR parks/ through roads/cooperators/concessions
Attachments: concessions question.pwr.docx; Concessions question (1).xlsx

Attached please find two items for Pacific West Parks.

1. An excel listing of our parks that delineates which parks have through, open roads and which parks have cooperators/concessions on those roads.

2. A word document that identifies the cooperators/concessions on those roads affected by the shutdown.

We're missing responses from about 4 parks -- so we'll update the info as soon I get more information.

Please let me know if you have any questions or concerns.

--
Patty Neubacher
Deputy Regional Director
Pacific West Region
(415) 623-2105 work
(510) 604-9998 cell

Death Valley NP

State Highway 190 - Concessions closed - Death Valley Lodging Company at Stovepipe Wells (motel, restaurant, store, gift shop, and gas station).

Scotty's Junction Road - Scotty's Castle closed - Death Valley NHA Concessions closed (book store and food services.)

Private inholdings Furnace Creek Ranch and Inn (Xanterra) and Panamint Springs resort remain open on Hwy. 190.

Golden Gate NRA

Fort Mason and Marin Hostel (could remain open because the park areas are not close-able, but we forced closure)
Cliff House (you know the story there)
Stinson Beach Surfer's Grill (closed, few customers)
Crissy Field Warming Hut (closed even though park area is not close-able)
Crissy Field East Beach Cafe (closed even though park area is not close-able)

(*Cooperators that have financial assistance is in the form of assigned facilities (not appropriations) and whom do not require substantial involvement from NPS on a daily basis, and who are not in an area that is physically closed because there is a through road open (Marin Headlands and Fort Baker), are being allowed to maintain limited operations, however, they are confined to their campuses. So if they have program participants, they are not allowed to roam the park like they normally do, they can only stay inside their assigned area. This has resulted in some program modification/cancellation/rescheduling but I am not sure to what extent. The major ones that come to mind include Naturebridge, YMCA Point Bonita, Marine Mammal Center, Bay Area Discovery Museum, and Headlands Center for the Arts.)*

Mojave

Concessions lunch counter inside VC

Olympic National Park

Highway 101 is a through road open within Olympic NP. One concession,Kalaloch Lodge,is located just off the highway. Lake Crescent Lodge is approximately .5 miles from the highway and accessed by a park road. Our cooperator NatureBridge is also located about .5 miles off of 101 and accessed by a park road.

Point Reyes National Seashore

Highway 1 - Stewart Horse Camp and Five Brooks Stables (concessions)
Sir Francis Drake Boulevard - Drakes Beach Cafe (concession)

Sequoia and Kings Canyon NP

Hwy 180 through the Grant Grove area of Kings Canyon National Park is a "thru-road" open to USFS lands and private properties within the park (Wilsonia). The park concession at Grant Grove is closed (KCPS, which is currently transitioning to the new contract with DNC). The USFS concessions (Montecito-Sequoia Resort, and Boyden Cave) were initially open, then closed, and have been allowed to re-open.

The Generals Highway through Sequoia National Park is closed (this section is not a state highway). The DNC concessions at Wuksachi and Lodgepole are closed.

Whiskeytown NRA

Forever Resorts

Yosemite National Park

Highway 120, DNC Crane Flat Store, Yosemite Conservancy Store, Naturebridge Campus Closed at Crane Flat (Tuolumne Concessions already closed due to winter)

Highway 140, El Portal Market, reduce hours for public health and safety, DNC Valley Tram Tours

Highway 41, Wawona Hotel, Wawona Market, Mariposa Grove Gift Shop and Tram Tours, Yosemite Conservancy Store

Park					
	Open Thru Road	Cooperators or Concession			
ALKA	No	No			
AMME/WAPA	No	No			
BIHO	No	No			
CABR	No	No			
CHIS	No	No			
CECH	No	No			
CIRO	Yes	No			
CRLA					
CRMO	No	No			
DEPO	No	No			
DEVA	Yes	Yes			
EBLA	No	No			
EUON/JOMU/POCH/RORI	No	No			
FOVA	No	No			
GOGA	Yes	Yes			
GRBA	No	No			
HAFO/MIIN	No	No			
HALE	No	No			
HAVO	Yes	No			
JODA	Yes	No			
JOTR	No	No			
JUBA	No	No			
KAHO	No	No			
KALA	No	No			
KLSE	No	No			
LABE	No	No			
LAKE	No	No			
LARO	Yes	No			
LAVO					
LEWI	No	No			

Park					
	Open Thru Road	Cooperators or Concession			
MANZ	No	No			
MOJA	Yes	Yes			
MORA	Yes	No			
NEPE	Yes	No			
NOCA	Yes	Yes			
NPSA	No	No			
OLYM	Yes	No			
ORCA	No	No			
PARA	No	No			
PINN	No	No			
PORE	Yes	Yes			
PUHE	No	No			
PUHO	No	No			
PWRO	No	No			
REDW	Yes	No			
SAFR	No	No			
SAJH	No	No			
SAMO	No	No			
SEKI	Yes	Yes			
TULE	No	No			
VALR	No	No			
WHIS	Yes	Yes			
WHMI	No	No			
YOSE	Yes	Yes			