United States Department of the Interior
Bureau of Land Management

Categorical Exclusion Not Established By Statute
DOI-BLM-UT-C010-2015-0038-CX

2015

North Rim Outfitters, Inc., Special Recreation Permit 2015

Location: Iron and Beaver Counties, Utah

Applicant/Address: David Virostko, 808 South Pear Tree Lane, Kanab, UT 84741

Cedar City Field Office
176 E. DL Sargent Dr.
Cedar City, UT 84720
Phone: 435-865-3000
Fax: 435-865-3058

BLM

CATEGORICAL EXCLUSION DOCUMENTATION FORMAT WHEN USING CATEGORICAL EXCLUSIONS NOT ESTABLISHED BY STATUTE

A. Background

BLM Office: LLUTC0100, Cedar City Field Office Lease/Serial/Case File No:

Proposed Action Title/Type: Issuance of Special Recreation Permit to Shane Scott Outfitting

Location of Proposed Action: Iron and Beaver Counties, UT

Description of Proposed Action: North Rim Outfitters, Inc. has applied for a five year special recreation permit to commercially guide hunters in the pursuit of large Game. Camping during hunts will be allowed in predetermined designated areas only. Hunting will not be authorized within areas established for "Special Area" management, including Wilderness Study Areas. The operating plan further describes the plan of operations. The attached stipulations are a part of the application package and must be followed closely by the applicant. Stipulations will further eliminate potential for significant impacts to natural and cultural resources.

B. Land Use Plan Conformance

Land Use Plan Name: Pinyon Management Framework Plan

Date Approved/Amended: October 1, 1983

Land Use Plan Name: Cedar Beaver Garfield Antimony Resource Management Plan
Date Approved/Amended: June 10, 1986

The proposed action is in conformance with the LUP, even though it is not specifically provided for, because it is clearly consistent with the following LUP decision(s) (objectives, terms, and conditions):

1) Pinyon Management Framework Plan approved October 1, 1983, Recreation Decision R1.1, which provides for "Manage the Pinyon Planning Unit as an extensive recreation management area providing recreation opportunities ranging in spectrum from natural to primitive"; which provides for a diverse spectrum of recreation and visitor activities, including game collection.

2) The Cedar Beaver Garfield Antimony Resource Management Plan approved June 10, 1986, provides for the proposed action in Recreation Decision B.1.,which states "manage the CBGA planning area as an Extensive Recreation Management Area (ERMA), utilizing extensive, unstructured and custodial management principles".

C. Compliance with NEPA

The Proposed Action is categorically excluded from further documentation under the National Environmental Policy Act (NEPA) in accordance with 516 DM 2, Appendix 1, H (1): "Issuance of Special Recreation Permits for day use or overnight use up to 14 consecutive nights; that impacts no more than 3 staging area acres; and/or for recreational travel along roads, trails, or in areas authorized in a land use plan. This CX cannot be used for commercial boating permits

along Wild and Scenic rivers. This CX cannot be used for the establishment or issuance of Special Recreation Permits for "Special Area" management (43 CFR 2932.5)."

The proposed action has been reviewed, and none of the extraordinary circumstances described in 43 CFR Part 46.215 apply.

D: Signature

Authorizing Official: _____ Date: 3/25/15

Shawn Peterson
Acting Cedar City Field Manager

Contact Person

For additional information concerning this CX review, contact Shawn Peterson, Acting Field Office Manager, Cedar City Field Office, 176 E. DL Sargent Dr., Cedar City, UT, 84721, 435-865-3049

***Note:** A separate decision document must be prepared for the action covered by the CX. Include appropriate protest or appeal provision language.*

ATTACHMENTS

1) Stipulations for North Rim Outfitters, Inc. Special Recreation Permit
2) Copy of Operating Plan for North Rim Outfitters, Inc.

Categorical Exclusion Review Record

Resource	Yes/No*	Assigned Specialist Signature	Date
Air Quality	No	Jeff Reese	03/09/15
Areas of Critical Environmental Concern	No	Leisel Whitmore	03/4/2015
Cultural Resources	No	Jamie Palmer	3/5/2015
Environmental Justice	No	Leisel Whitmore	03/04/2015
Farm Lands (prime or unique)	No	Jeff Reese	03/09/15
Floodplains	No	Jeff Reese	03/09/15
Invasive Species/Noxious Weeds	No	Jessica Bulloch	3/5/2015
Migratory Birds	No	Sheri Whitfield	03/05/15
Native American Religious Concerns	No	Jamie Palmer	3/5/2015
Threatened, Endangered, or Candidate Species	No	Sheri Whitfield	03/05/15
Wastes (hazardous or solid)	No	Randy Peterson	03/04/2015
Water Quality (drinking or ground)	No	Jeff Reese	03/09/15
Wetlands / Riparian Zones	No	Adam Stephens	3/16/15
Wild and Scenic Rivers	No	Leisel Whitmore	03/04/2015
Wilderness	No	Leisel Whitmore	03/04/2015
Other: Land and Realty	No	Michelle Campeau	03/10/2015

*Extraordinary Circumstances apply.

Environmental Coordinator Nina Jenovis Date: 3/24/15

Each item of the review record should be completed by the assigned resource specialist. The Team Leader, NEPA Coordinator or authorized officer may sign the review record when they are acting as a specialist.
By Utah Policy this checklist must be prepared for each CX and attached to the CX documentation form.

Extraordinary Circumstance to Categorical Exclusions

Exceptions to Categorical Exclusion Documentation

The action has been reviewed to determine if any of the extraordinary circumstances (43 CFR 46.215) apply. The project would:

Extraordinary Circumstances		
1. Have significant impacts on public health or safety.		
Yes	**No**	**Rationale:** The project is designed to minimize impacts to public health and safety by requiring strict hunting and guiding regulations in stipulations and by advising guides of proper practices.
	X	
2. Have significant impacts on such natural resources and unique geographic characteristics as historic or cultural resources; park, recreation or refuge lands; wilderness areas; wild or scenic rivers; national natural landmarks; sole or principal drinking water aquifers; prime farmlands; wetlands (Executive Order 11990); floodplains (Executive Order 11988); national monuments; migratory birds; and other ecologically significant or critical areas.		
Yes	**No**	*Rationale:* No historic or cultural resources would be affected. There are no park or refuge lands, scenic rivers, national natural landmarks, prime farmlands, or national monuments in the affected area. No wetlands would be deteriorated nor floodplain use impacted. The area aquifer would not be affected. This permit would not be valid within Wilderness or Wilderness Study Areas and therefore they would not be affected.
	X	
3. Have highly controversial environmental effects or involve unresolved conflicts concerning alternative uses of available resources [NEPA section 102 (2) (E)].		
Yes	**No**	**Rationale:** The proposal would only have negligible impacts on any resources; no conflicts between alternative resource uses are anticipated. Similar projects implemented in the past have not resulted in resource conflicts or controversial impacts.
	X	
4. Have highly uncertain and potentially significant environmental effects or involve unique or unknown environmental risks.		
Yes	**No**	**Rationale:** The environmental impacts would be negligible. No unique unknown environmental risks are anticipated. The impacts are predictable based on previous similar projects.
	X	
5. Establish a precedent for future action or represent a decision in principal about future actions with potentially significant environmental effects.		
Yes	**No**	**Rationale:** The proposal is not controversial or precedent setting. No future actions which might result in significant impacts to the environment are known at this time.
	X	

Extraordinary Circumstances		
6. Have a direct relationship to other actions with individually insignificant but cumulatively significant environmental effects.		
Yes	**No**	**Rationale:** The impacts from the proposal are expected to be negligible and would not contribute to potentially cumulative significant impacts now or in the reasonably foreseeable future.
	X	
7. Have significant impacts on properties listed, or eligible for listing, on the National Register of Historic Places as determined by the bureau.		
Yes	**No**	**Rationale:** Issuing this permit does not create any new surface disturbing activities or introduce activities that would adversely impact National Register eligible sites or places. No impacts would occur to historic properties.
	X	
8. Have significant impacts on species listed, or proposed to be listed, on the List of Endangered or Threatened Species, or have significant impacts on designated Critical Habitat for these species.		
Yes	**No**	**Rationale:** North Rim outfitters needs to camp outside of pygmy rabbit habitat within the Pine and Hamlin Valley.
	X	
9. Violate a Federal law, or a State, local or tribal law or requirement imposed for the protection of the environment.		
Yes	**No**	**Rationale:** The proposal would be in conformance with all known environmental laws or requirements. This includes the Migratory Bird Treaty Act, Fish and Wildlife Coordination Act, county ordinances, and state statutes.
	X	
10. Have a disproportionately high and adverse effect on low income or minority populations (Executive Order 12898).		
Yes	**No**	**Rationale:** This project would not have an adverse affect on low income or minority populations.
	X	
11. Limit access to and ceremonial use of Indian sacred sites on Federal lands by Indian religious practitioners or significantly adversely affect the physical integrity of such sacred sites (Executive Order 13007).		
Yes	**No**	**Rationale:** Issuing this permit will not limit access or impede the ceremonial use of Indian sacred sites, nor will it adversely affect the integrity of any known sacred sites.
	X	

Extraordinary Circumstances		
12. Contribute to the introduction, continued existence, or spread of noxious weeds or non-native invasive species known to occur in the area or actions that may promote the introduction, growth, or expansion of the range of such species (Federal Noxious Weed Control Act and Executive Order 13112).		
Yes	**No**	**Rationale:** The proposal is not expected to cause these species to spread into the affected area. Appropriate stipulations are included in the authorization.
	X	

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

COMMERCIAL
SPECIAL RECREATION PERMIT STIPULATIONS

Special Recreation Permit Details
Name of Company: North Rim Outfitters, Inc.
Special Recreation Permit Number: DOI-BLM-UT-C010-2015-0038-CX
Pre-trip Itineraries Required? No
Deductions or Discounts Applicable: None

In addition to the General Terms listed on page two of Form 2930-2, this permit is subject to the following additional stipulations:

BLM Utah Terms and Stipulations

A. General

(1) Permits issued for more than one year are subject to annual validation. To secure validation the permit holder must:

(a) have performed satisfactorily under the terms and conditions of this permit and be in conformance with applicable Federal, State, and local laws, ordinances, regulations, orders, postings, and written requirements applicable to the area and operation covered by the permit,

(b) ensure that all persons operating under the permit have obtained all required Federal, State, and local licenses or registrations,

(c) have on file, with the office issuing the permit, current insurance that meets or exceeds the BLM's minimum insurance requirements for the event or activity and identifies the United States Department of the Interior – Bureau of Land Management as additional insured, and

(d) have no outstanding, past due, or unpaid billing notices.

(2) Permittees may not leave unattended personal property on public lands administered by the Bureau of Land Management for a period of more than 48 hours without written permission of the authorized officer, with the exception that vehicles may be parked in designated parking areas for up to 14 consecutive days. Unattended personal property is subject to disposition under the Federal Property and Administrative Services Act of 1949 as amended.-

(3) The permit only authorizes the use for the activity, the time(s) and in the area(s) specifically described in the approved area(s) of operation section of this permit (page one of Form 2930-2) or on the list of authorized routes or maps attached to the SRP.

(4) The permittee must maintain on file with the BLM a current and correct list of employees who will be conducting services for the company on public land. Persons providing services under this permit must be an employee of the permittee.

(5) Placement of caches of supplies and food or equipment for future activities is not allowed without written permission of the authorized officer.

(6) The permittee and any persons providing services under this permit must present or display a copy of the Special Recreation Permit (Form 2930-2) to an authorized officers-representative, or law enforcement personnel upon request to determine the validity of the permit, ascertain if the group has a copy of the permit and are operating within authorization (locations and activities), check all required equipment, and to orient trip participants about the use of public lands and safety.

(7) The permittee shall post a copy of the Special Recreation Permit (Form 2930-2) and these special stipulations in prominent view where all participants and public may view them (e.g., at the start of an event, staging area, in a commercial outfitters office or on their website, etc.).

(8) If the permittee wishes to sell or otherwise terminate his or her business and desires that permit privileges be transferred to a new owner, the permittee shall notify the authorized officer in advance, in writing, and receive advance written approval for the permit transfer. Additionally, the permittee shall advise the authorized officer in advance of any action that would result in a change in ownership or controlling business interest.

(9) When a non-permitted company/group (e.g., booking agent, advertiser) is working with a commercially permitted company to provide a service on public lands, the advertising must reflect this partnership. For example, Company Y is not permitted but they work with Company X who is permitted. Company Y must include 'working in conjunction with Company X, a commercially permitted outfitter on all advertisements.

B. Financial

(1) All fees associated with commercial use are established by the BLM Director, updated every three years based on the Implicit Price Deflator Index, and published in the Federal Register. Commercial use fees are based on a percentage (3% as of March, 2014) of the adjusted gross revenue derived from use authorized under the Special Recreation Permit. The permittee will pay at least the minimum annual fee ($105.00 as of March, 2014), plus any commercial use fees due in excess of the minimum fee. Additionally, if more than 50 hours of BLM staff time is required for processing the permit, cost recovery of direct expenses related to the permit will be charged. If the 50-hour cost recovery threshold is anticipated to be exceeded, then recovery of costs begins with the first hour.

(2) When Special Area fees are applicable, commercial operators must collect the fees from their guests, spectators, or participants, and list the Special Area fee as a separate item assessed by BLM on trip invoices. At the end of each use season, the permittee must include a trip by trip accounting of the number of guests using the Special Areas in their year-end post use report.

(3) A minimum annual fee or prepayment of estimated use fees is due prior to use occurring. This amount is based on either the amount of fees paid the previous year or an annual revenue estimate agreed to by both the permittee and the authorized officer. For commercial use, periodic payments are allowed if the prepayment amount due exceeds $1,000.00. At least 25% of the total amount due must be paid prior to use.

(4) The permittee must submit a post use report (see Appendix A) thirty days after the last use of the permit in a calendar year, or as agreed upon with the field office administering the permit. Alternative reporting arrangements may be established by written agreement with the authorized officer. An extension of this due date may be approved by the issuing office on a case-by-case basis. The report must contain a trip-by-trip log of: trip location, beginning and ending dates of each trip, number of clients, number of guides, and gross receipts for the trip. In reporting gross receipts, the outfitter will report all payments made by the customer including, but not limited to, activity-related equipment rental, gratuities, donations, and gifts, with the only exceptions being state and local sales tax and retail sales of durable goods that remain the property of the customer and have utility after the activity. The request for deductions based on pre- and post-trip transportation and lodging expenses and percentage of time on public land, if being claimed, must also be submitted at this time. Requests for transportation and lodging deductions must be accompanied by copies of supporting receipts documenting proof of payment.

(5) The permittee must submit a post use report to the authorized officer for every year the permit is in effect. If the post use report is not received by the established deadline, the following late fee schedule, set by the Utah BLM Director, will be initiated:

- More than 15 calendar days but less than 30 calendar days after the due date: $125
- More than 30 calendar days after the due date, but less than 45 calendar days: $250

Post use reports submitted more than 45 calendar days after the due date may result in criminal, civil, and/or administrative action to protect the interest of the United States.

(6) The permittee must maintain the following internal accounting records pertaining to the permit for a minimum of three years after the expiration of the permit:

(a) W-2 records or a similar record of employment for all employees conducting activities under the permit,

(b) a record of all financial relationships with booking agents or advertisers,

(c) a record of all receipts or compensation including payments, gratuities, donations, gifts, bartering, etc., received from any source during activites conducted under the permit, and

(d) a record of all payments made by the permittee and claimed as a deduction in the permittee's fee submission.

(e) a complete and reconcilable accounting system that includes the following items:

1) customer cash receipt deposit ledger or statements. These include the deposit transactions with continuous sum totals.
(2) bank statements/ledgers, or the deposit slip ledger receipts

C. Insurance

(1) Self-insured, Federal, and State Government agencies are not required to list the United States Department of the Interior – Bureau of Land Management as an additional insured. In lieu of insurance, a written statement is required from the comptroller or risk manager that the SRP activity is in fact agency sponsored and the agency accepts liability. If a state or state subdivision, or quasi-governmental agency is not self-insured, all insurance requirements apply.

(2) At a minimum, the permittee shall have in force a property damage, personal injury, and comprehensive public liability insurance policy that meets or exceeds the BLM's minimum insurance requirements for the event or activity.

General Guidelines for Minimum Insurance Requirements

SRP Event or Activity	Per Occurrence	Per Annual Aggregate
Low Risk: general non-competitive and non-commercial activities such as group camping, group activities, mounted orienteering, backpacking, or dog trials.	$300,000	$600,000
Moderate Risk: whitewater boating, horse endurance rides, OHV events, mountain bike races, rock climbing (with ropes), ultra-light outings, rodeos	$500,000	$1,000,000
High Risk: bungee jumping, speed record events, unaided rock climbing, aerial or aerial delivery	$1,000,000	$2,000,000 - $10,000,000

(3) The policy shall state that the insurance company shall have no right of subrogation against the United States of America.

(4) Such insurance must name the United States Department of the Interior – Bureau of Land Management as an additional insured and provide for specific coverage of the permittee's contractually assumed obligation to indemnify the United States.

(5) The permit is not valid unless the permittee maintains a current authenticated certificate of the required insurance on file with the office issuing the permit. The insurance need only be valid during periods of actual use (which may include a set-up and break-down period).

(6) The permittee shall indemnify and hold harmless the United States against any responsibility or liability for damage, death, injury, or loss to persons and property which may occur during the permitted use period or as a result of such use.

(7) The name of the insured on the insurance policy must be the same as the name on the permit. Those permittees holding insurance policies which only insure the permittee and not the permittee's employees must ensure that their employees also have the required insurance in effect, and that a certificate of insurance is furnished to the authorized officer.

D. Marking of Outfitter Vehicles

Every street-legal motor vehicle used to transport clients or equipment shall be marked with at least one sign, decal, or placard on each side of the vehicle. The sign shall at a minimum include the company name and must be readable from a distance of 50 feet.

E. Pre-Trip Itinerary

If required, the permittee will file a notice of intent in writing with the BLM prior to each trip. The notice of intent must specify the intended dates of the trip, number of clients, number of guides, name of the lead guide and area to be visited, including the location of camps. See Special Recreation Permit Details on page one of this document for itinerary requirements for this permit.

F. Environmental and Resource Protection

All activities must conform to *Leave No Trace* principles.

(1) For all activities and at all base camps with locations served/supported by a motorized vehicle, the permittee must have a toilet system that allows for the proper carry-out and disposal of solid human body waste in a responsible and lawful manner that is adequate for the size of the group and length of the trip. Toilets must be accessible for use by passengers and crew at all sites where a company motorized vehicle is present, except in developed locations where public restrooms are provided. In locations remote from a permittee's vehicle, solid human waste must be cat holed in a sunny location in bare soil or carried out (unless otherwise stipulated). Toilet paper must be carried out and not buried or burned.

(2) Cans, rubbish, and other trash shall not be discarded, buried, or dumped on public lands or related waters. Wet garbage such as egg shells, orange peels, leftover solid food, bones, melon rinds, etc., must be carried out. Trash cleanup at campsites and day use areas will include all litter or discarded items including small items such as bottle caps, cigarette butts and micro-trash.

(3) Washing or bathing with soap is not permitted in tributary streams, springs or other natural water sources. Dishwater must be strained prior to dispersal (scattering). Dishwater and bathwater may not be dispersed within 100 feet of streams, springs, or other natural water sources.

(4) The permittee will be responsible to ensure that historical, archaeological, cultural, or ecological values are not damaged, destroyed, or removed by any participants during authorized activities.

(5) The permittee must conduct operations authorized by the permit in accordance with applicable BLM management plans and the permittee's own operating plan submitted to the BLM in support of this permit.

(6) The number of participants on any trip, including guides, may not exceed the number specified in the permittee's operating plan and approved permit. The exception to this requirement is over-the-road bus tours using state and Federal highway and class B county roads.

(7) No camping is permitted within 300 feet of a known prehistoric or historic site.

(8) No camping is permitted within 330 feet of a water source other than perennial streams unless prior written permission is received from the authorizing officer.

G. Fires

This permit does not waive any applicable fire restrictions and orders that may affect the use of camp fires, charcoal or cooking fires. The following stipulations apply unless specifically waived by written permission of the authorized officer:

(1) At sites accessed by the permittee's motor vehicle(s), the permittee must provide its own fuel wood.

(2) At sites accessed by the permittee's motor vehicle(s), the permittee must use a fire pan to contain the fires, ash, and charcoal. Charcoal and ash from the fire pan must be hauled out.

(3) Gathering wood from standing trees, live or dead, is prohibited.

(4) Use of dead and down wood is permitted only at backcountry sites not accessed by the permittee's motor vehicle(s). In such cases, if a fire pan is not used, burn all wood to ash and naturalize the area before leaving.

(5) Scatter fuel wood piles and rock lined fire rings before leaving the site.

H. Informed Risk

(1) The permittee shall inform clients of the inherent risks involved with the activity.

(2) The permittee shall review potential safety concerns, contingency plans and potential consequences with its clients prior to operations.

(3) The permittee shall utilize the appropriate and proper equipment and gear for the activity.

(4) The permittee shall ensure that all persons operating under the authorization are made aware of the physical safety hazards associated with abandoned mine openings and the potential for encountering abandoned mines within the permitted area. The permittee must present or display a copy of the attached *Utah Abandoned Mine Safety: Stay Out and Stay Alive!* brochure in prominent view where all participants and public may view it. To obtain additional copies of the brochure, contact your local BLM office.

I. Safety and Equipment

(1) The permittee will ensure that activities are conducted in compliance with all laws and regulations relating to vehicle operations, land use restrictions, food handling, and any other applicable regulations.

(2) Every person serving as a guide on public land must at a minimum be trained and currently certified in Basic First Aid and Cardio-pulmonary Resuscitation (CPR). Each guide must have legible copies of certification cards in his/her possession while operating under a BLM Special Recreation Permit in Utah. In addition, certification cards must be filed at the permittee's headquarters and available for BLM review if requested.

(3) The following equipment must be carried on all commercial trips:

(a) A first aid kit adequate to accommodate each activity, group, or subgroup will be carried on all trips.
(b) Adequate repair kits and spare supplies appropriate for the trip and activity.

(4) The following procedures must be followed during all commercial activities:

(a) Unless specifically authorized in the permit, discharge of firearms is allowed only for legal pursuit of game animals by a licensed hunter.

(b) Use of explosives and fireworks is prohibited.

SUPPLEMENTAL STIPULATIONS FOR RIVER OUTFITTERS

(1) Every trip must be in compliance with Utah State Parks and Recreation Boating Laws and Carrying Passengers for Hire Program regulations.

(2) For inflatable boats, an air pump or pumps adequate to inflate all boats after repairs must be carried on each trip.

(3) The permittee must have a washable, leak-proof, reusable toilet system that allows for the carry-out and disposal of solid human body waste in a responsible and lawful manner. The system must be adequate for the size of the group and length of the trip. Toilets must be easily accessible for use by passengers and crew at all sites except in developed locations where public restrooms are provided. Leaving solid human body waste on Public Land or dumping it into vault toilets or trash receptacles at BLM facilities is prohibited.

SUPPLEMENTAL STIPULATIONS FOR GUIDING HUNTERS

(1) The permittee must ensure the hunt is conducted in full compliance with State of Utah and Federal wildlife laws and regulations and the rules of fair chase.

(2) The permittee must ensure that when camping on BLM land that the sites approved. See map A and B for sites that have been approved. New sites must be approved 30 days in advance to a trip.

SUPPLEMENTAL STIPULATIONS FOR OUTFITTERS USING RIDING OR PACKSTOCK

(1) Livestock use must be specifically provided for in the permit and operating plan.

(2) All riding and pack animals must be fed certified weed-free feed for 48 hours in advance of and for the duration of the trip on public lands.

(3) Riding and pack animals may not be tied for more than one hour to live trees.

(4) Livestock shall not be tied, hobbled, or picketed for more than one hour within 300 feet of a natural water source other than perennial streams.

(5) Permittees may not clean out stock trucks or trailers onto public land.

(6) All animals will be under control en route and in camp to protect wildlife, other livestock, and range forage.

(7) Corrals located on public lands may not be available for public or permittee use. Prior written permission from the authorized officer is required for the use of such corrals.

(8) Lost or dead animals shall be reported within 48 hours of end of trip. An appropriate response will be determined by the Authorized Officer.

SUPPLEMENTAL STIPULATIONS FOR PERMITTEES USING OFF HIGHWAY VEHICLES AND MOUNTAIN BIKES

(1) OHV and mountain bike use must be specifically provided for in the permit and operating plan.

(2) Only routes specifically approved in the permittee's operating plan may be utilized.

(3) Permittees must be familiar with and comply with State of Utah OHV laws. All activities and activity participants must follow state regulations and manufacturer's recommendations regarding operations.

(4) OHV operators must be familiar with and comply with BLM's OHV designations whether posted on the ground or not.

(5) Permittees must operate in accordance with 43 CFR 8341 concerning OHV use on public lands. To obtain a printed copy of these regulations, contact your local BLM office or visit BLM-Utah's Recreation Permits website at:
http://www.blm.gov/ut/st/en/prog/recreation_home/permits.html

(6) OHV operators must yield to non-motorized users. Mountain bikers must yield to pedestrians and riding or pack animals.

(7) Operators shall not intentionally chase or harass wildlife.

(8) The permittee shall be responsible for clean-up and remediation in event of accident or mechanical failure resulting in the spillage of fuels, lubricants, coolants, hydraulic fluids, or other

_____ Date: 4-3-15
(Signed/Permittee)
I hereby agree to abide by the above stipulations in my company's commercial operations on public land. petroleum-based or synthetic organic compounds.

Appendix A - Post Season Use Report

OUTFITTER BUSINESS NAME: _____

Trip Start Date mm/dd/yr	Trip End Date mm/dd/yr	# of Guests	# of Guides	Area or routes used	Gross Receipts $	Percentage of time spent on public lands	Pre/post trip lodging deductions $	Pre/post trip transportation deductions $

1. Gross receipts includes all payments made by the customer including, but not limited to, trip-related equipment rental, gratuities, donations, and gifts, with the only exceptions being state and local sales tax and retail sales of durable goods that remain the property of the customer and have utility after the trip.
2. Pre/post trip lodging deductions must be supported by copies of receipts.

I certify the above report is true, correct and complete accounting of all commercial activities conducted in conjunction with my Special Recreation Use Permit.

_____ _____

Signature, Permittee or Authorized Representative Date

SPECIAL RECREATION PERMIT
GUIDING & OUTFITTING OPERATING PLAN

The operating plan must accurately identify the use and activities, the use area, and the use seasons of the operations proposed on public land. Make sure the information is complete and that all proposed services, facilities, and dates of use are described. Failure to respond to any of the items, or inaccurate disclosures may result in delays in processing or rejection of the application. This outline is provided for convenience only; other formats are acceptable. Additional pages may be attached as necessary.

I. Company Information

A. Company Name: NORTH RIM OUTFITTERS, INC.

B. Address: 808 SO. PEAR TREE LANE, KANAB UT. 84741

C. Type of Company: ___ Sole proprietorship ___ Partnership
X Corporation ___ Government Agency

(Attach copies of Articles of Incorporation, Corporate Certificate from the Utah Secretary of State, and any other business license issued by the State of Utah or its political subdivisions.

D. Date Company Established: 1/18/2006

E. Number of Years with Current Owner(s): 6

F. Name of Owner(s)/Partners: DAVID VIROSTKO / TALEANA VIROSTKO

G. Telephone Number: 435-644-5432 Emergency Telephone Number: 435-616-5051

Fax Number: N/A E-Mail Address: northrimhunts@gmail.com

Web Site: N/A

H. Name of individual(s) authorized to conduct business with BLM concerning this permit:

DAVID VIROSTKO, NEIL CLAYTON

II. Purpose and Need for the Permit

A. Describe and demonstrate the need for the service or activity to be offered:

GUIDING/OUTFITTING BIG GAME (primarily deer & elk) ON ANNUAL BASIS AS PER UTAH DIVISION OF WILDLIFE RULES/REGULATIONS & DATES.

B. Describe how the activity enhances the opportunity for visitors to enjoy public lands and their recreational experience:

BY ENSURING A WORLD-CLASS HUNT, ENJOYING UTAH'S INCREDIBLE

HUNTING OPPORTUNITIES.

C. Describe how the service or activity helps meet BLM management objectives:

BY REGULATING THE POPULATION OBJECTIVE SO AS NOT TO EXCEED CARRYING CAPACITY BY UTAH'S WILD GAME.

D. Describe how the proposed use area is suitable for and not in excess of the size needed to accomplish the purpose:

THE BIG GAME BOUNDARIES, UNIT BOUNDARIES, ARE ESTABLISHED TO SUIT HEALTHY BIG GAME POPULATIONS AS WELL AS HABITAT. WE ABIDE BY ALL BOUNDARIES SET FORTH.

III. Conduct of Your Service or Activity

A. Activity Parameters

1. Maximum and Minimum Group Size: (Max.) 10 (Min.) 3

2. Number of Staff and Staff to Customer Ratio: 2/1 2 GUIDES / HUNTER (MAX)

3. Trip length and/or dates of activity: 9 days or dates of occurring big game hunt.

4. Activities to be engaged in, including the equipment, vehicles or livestock to be used, and services offered:

SERVICES - GUIDING / OUTFITTING FOR CLIENTS DURING THEIR HUNT. THIS INCLUDES HIKING, SHOOTING, PACKING, & CAMPING ACTIVITIES. VEHICLES WILL BE TRUCKS, SIDE BY SIDE OHVS, 4-WHEELERS, CAMP TRAILERS, TENTS.

5. Methods and means of transportation, including the numbers and types of vehicles, including street legal vehicles, ATV's, boats, aircraft, and livestock:

6. Describe any vending, rentals, or sales of consumer products or services:

N/A

B. Operations Area

1. Provide a map at a scale of 1:100,000 of the public land operations area. Additional, more detailed maps may be required. SEE ATTACHMENTS # 1 & # 2

2. Include on the map all staging areas, camping locations, attraction sites, and routes of travel.

C. Environmental Protection and Conservation of Natural Resources

1. How will your operations comply with the environmental protection stipulations of the permit?

ALL UTAH & FEDERAL "TREAD LIGHTLY" & "LEAVE NO TRACE" RULES WILL BE FOLLOWED TO THE LETTER OF THE LAW.

2. How will your operations incorporate *Leave No Trace* and/or *Tread Lightly* principles?

AS STATED IN THE "LEAVE NO TRACE" & "TREAD LIGHTLY" HAND BOOKS & MANUALS, ALL RULES WILL BE FOLLOWED.

D. Health, Safety and Sanitation

1. Describe the first aid (including universal precautions) and evacuation equipment that will be present during your operations:

FIRST-AID & EMERGENCY EQUIPMENT WILL BE IN CAMP & VEHICLES, FOR THE RARE INSTANCE & UNFORESEEABLE ACCIDENT OCCURS. EVERY PRECAUTIONARY ANGLE FOR A SAFE & ACCIDENT-FREE EXPERIENCE WILL BE COVERED.

2. What emergency communications will be available?

TWO-WAY RADIOS, CELL PHONES, & SATELLITE PHONES WILL BE IN CAMP & VEHICLES.

3. What is your emergency evacuation plan?

1) GATHER AT BASE CAMP IF POSSIBLE
2) GET TO NEAREST COUNTY ROAD
3) CONTACT PROPER AUTHORITIES

4. What environmental hazards exist - exposure, flash flood, avalanche, weather, fauna, terrain, etc.? How will you manage these hazards?

UTILIZE ANY EMERGENCY EQUIPMENT NEEDED TO CONTROL THE SITUATION, ADMINISTER FIRST-AID TO STABILIZE INJURED, CONTACT PROPER AUTHORITIES AND/OR MEDICAL PERSONNEL IF REQUIRED.

5. What hazards are inherent to the activity? How will they be managed?

THE GUIDE'S DAY PACKS INCLUDE EMERGENCY & MINOR FIRST-AID EQUIPMENT FOR THE CHANCE SOMETHING HAPPENS IN FIELD. DISCUSSIONS BETWEEN GUIDE & HUNTER ABOUT SAFETY IN THE FIELD ALSO TAKE PLACE.

6. What safety equipment is used and how is it inspected and maintained?

72-HOUR FIRST-AID KITS, FIRE EXTUINGISHERS IN CAMPERS. ALL ARE CHECKED ANNUALLY AND ANY EXPIRED EQUIPMENT IS REPLACED WITH UP TO DATE ITEMS.

7. What are your provisions for toilet facilities, dealing with human waste, and washing? How will you contain and remove trash and garbage?

SANITATION - SEPTIC SYSTEM IN TOY HAULER/CAMP TRAILER

GARBAGE - GARBAGE BAGS TO BE HAULED OFF CAMP SITE & DISPOSED IN PROPER AREA.

8. Demonstrate how you will comply with other Federal, state and local laws pertaining to your activity, including but not limited to:

a. If you are going to serve any food or beverage to a customer, show compliance with Utah State Law regarding food service sanitation
b. If the activity will involve more than 500 people at a single activity or event, show how you will comply with Utah State Law regarding mass gatherings.
c. If your activity involves the use of water craft, show how you will comply with Utah State Boating Laws.
d. If you are providing in-patient or residential Wilderness Therapy for persons under age 18, show compliance with Utah State Law for wilderness therapy programs.

N/A

9. If firearms are involved, what are the provisions for safe storage, transportation and use?

ALL SAFETY RULES AS DESCRIBED IN UTAH'S

"HUNTER SAFETY" HANDBOOK & MANUAL WILL BE FOLLOWED.

10. Does your operation use livestock for riding or packing? If so, identify the kind and number of animals to be used. Also, identify how the animals will be fed, watered, and confined when not being used.

N/A

E. Staff Experience and Training

1. What level of first aid training would you require? FIRST-AID/CPR

2. What level of training or experience for the specific activity would you require?

AS NEEDED BY UTAH DOPL # TO OBTAIN AN OUTFITTER OR GUIDES LICENSE IN STATE OF UTAH.

3. What is the level of knowledge of the natural resources and environment of the operations area?

OVER 20 years combined experience in hunting southern Utah.

4. If your activity involves visitation to cultural sites, pre-historic and /or historic sites, demonstrate a basic knowledge of the laws and regulations dealing with protection and preservation of antiquities, objects of historical interest, and graves. Demonstrate a factual knowledge of the sites to be visited.

LOOK BUT DON'T TOUCH.

5. Have any of your company owners or employees been convicted of a Federal, state or local violation regarding guiding, outfitting, resources protection, or the activity proposed for this permit? If so, provide details.

NO.

6. Has your company or its owner(s)/operator(s) ever been denied a permit, had a permit revoked, or surrendered a bond related to a permit for operations on BLM or US Forest Service administered lands? If so, provide details. NO.

F. Customer Information

1. Attach a copy of the customer contract including any risk acknowledgment and/or waivers. SEE ATTACHMENT #3

2. Attach a price list. – I DON'T HAVE A SET PRICE LIST, I BOOK CLIENTS CASE BY CASE.

G. Other required permits

1. List any permits required by other Federal, state or local agencies to conduct your activity:

UTAH GUIDES LICENSES / OUTFITTERS LICENSES

2. List any permissions or contracts required to use private lands you do not own or control:

N/A

3. List any permits, current or expired, you have held to conduct activities on BLM or U.S. Forest Service administered lands:

HENRY MTN FIELD OFFICE BLM - Current 10 yr permit / SALT LAKE FIELD OFFICE BLM current 10 yr. permit

KANAB FIELD OFFICE BLM - current 10 yr. permit / GSEN monument - current 10 yr

ST. GEORGE FIELD OFFICE BLM - current 10 yr. permit / FISHLAKE NAT'L FOREST - current 10 YR.

IV. CERTIFICATION

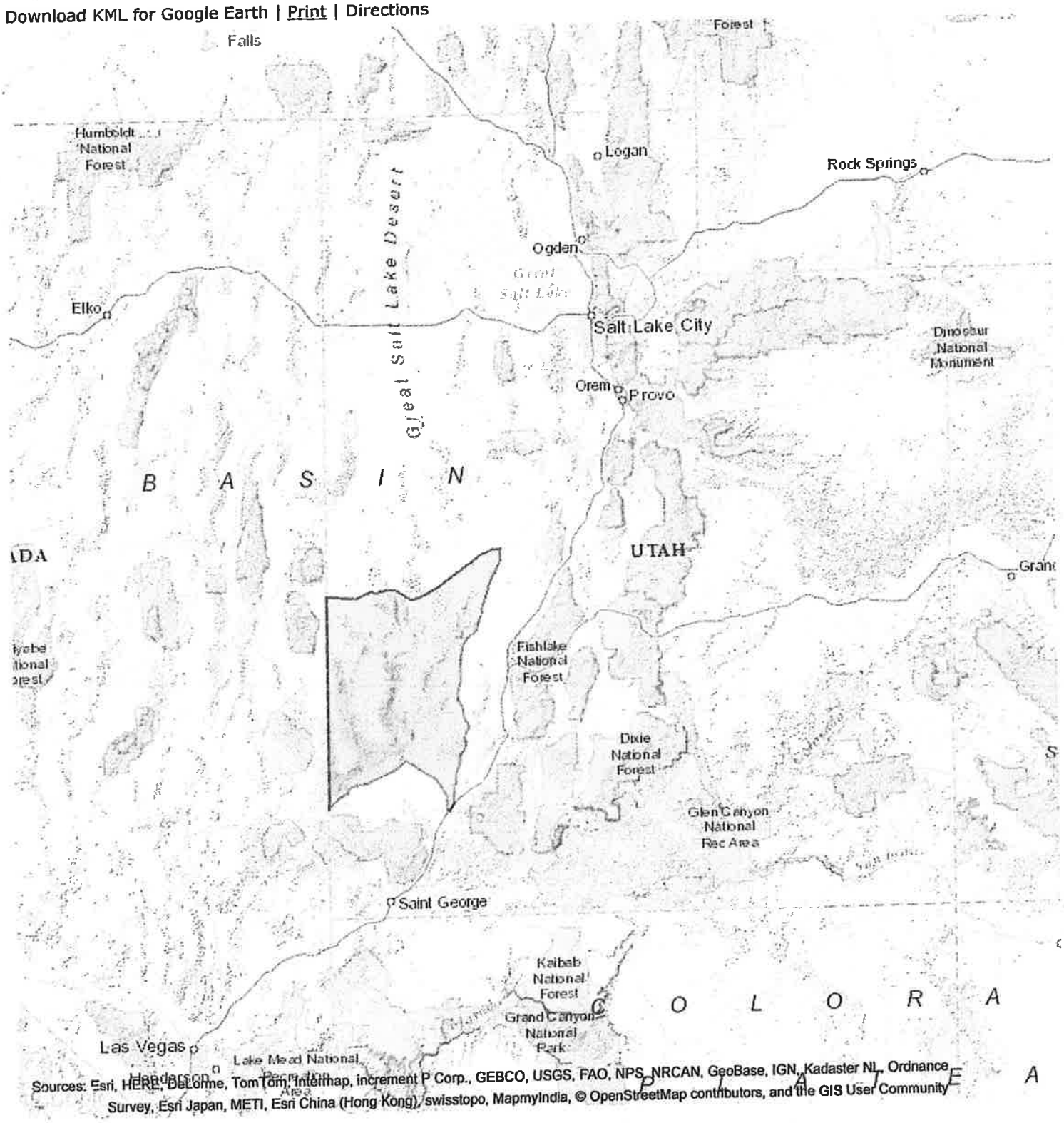
I certify that the information given by me in this proposed Operating Plan is true, accurate, and complete to the best of my knowledge. I acknowledge that I am required to comply with the requirements and stipulations on Form 2930-1 and any additional stipulations which the Authorized Officer may deem necessary. I further understand that providing false information or failure to keep this Operating Plan or other permit requirements up-to-date are grounds for probation, suspension, or revocation of the permit.

Signature [signature] Date 2-28-15

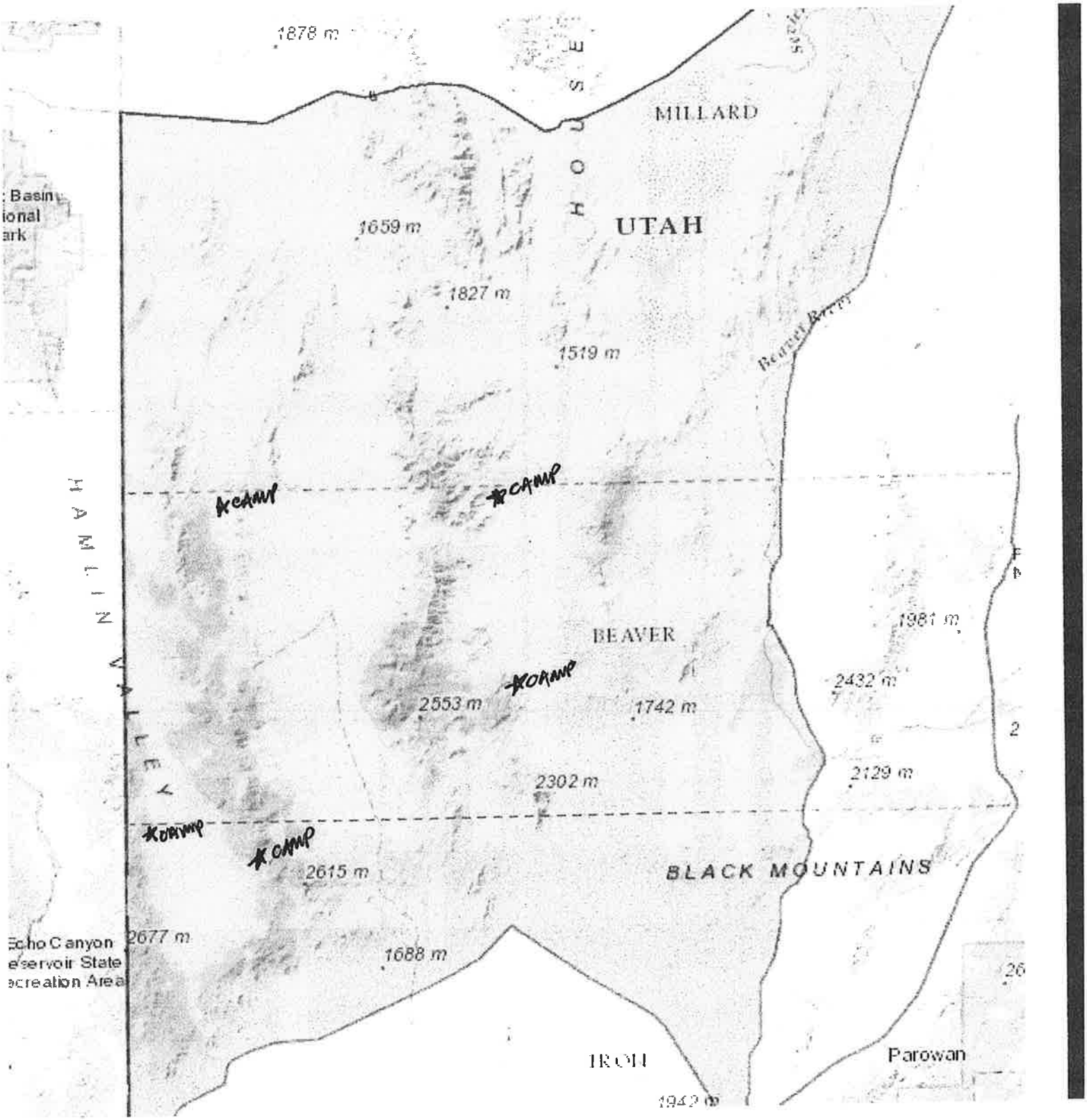
Printed Name DAVID VIROSTKO

Southwest Desert

Download KML for Google Earth | Print | Directions



ATTACHMENT #2



★- INDICATES POSSIBLE CAMP LOCATION.

- TRAVEL WILL BE ALL COUNTY ROADS & OPEN ATV TRAILS.

ATTACHMENT #3

David Virostko

NORTH RIM OUTFITTERS, Inc.

CONTRACT & CONFIRMATION

CLIENT: _____

ADDRESS: _____

_____

PHONE: _____

FAX/E-MAIL: _____

GUIDE/OUTFITTER: North Rim Outfitters, Inc.

ADDRESS: 808 So. Pear Tree Lane
Kanab, Utah 84741

PHONE: (435)616-5051

FAX/E-MAIL: northrimhunts@gmail.com

LICENSE INFORMATION

Birth Date: ___ / ___ / ___ Ht: _____ Wt: _____ Eyes: _____ Hair: _____

Emergency Contact: _____ Relation: _____ Phone: _____

The above stated client is scheduled to hunt for _____ with a rifle, bow, muzzleloader and shall arrive on ___ / ___ / ___ and depart on ___ / ___ / ___.

The above said client has paid a deposit of $_____ herein receipted, toward Guide & Outfitter charges totaling $_____. The unpaid balance of $_____ is to be paid on or before ___ / ___ / ___.

FAILURE TO PAY SAID BALANCE DUE BY THE DATE SHOWN SHALL CANCEL HUNT RESERVATION AND CAUSE FORFEITURE OF ALL MONIES PAID.

Client will be paying the following additional charges:

License & Tags: _____

GST Tax & HPF: _____

Air Charter: _____

Gun Permits: _____

Other: _____

_____

_____

_____

Services provided by the above stated Guide/Outfitter shall include field care of trophy & meat, transportation during hunt, food, camp, equipment & shelter consisting of (__) cabins (__) tents (__) camp trailer(s) (__) motel/hotel It is the responsibility of the above stated client to provide personal gear to include weapons and ammunition, sleeping bag, optics, rain gear, and all ofher equipment needed to participate in outdoor hunting activites. In addition, if client has any special allergies, dietary or medical requirements they are: _____

_____

ASSUMPTION OF RISK RELEASE OF LIABILITY

Client is responsible for all of his or her clothing, firearms, and personal belongings. The above stated Guide/Outfitter and their agents are not responsible for any damage or loss to client's property. Client will obey all hunting and fishing laws and regulations and all instructions of the Outfitter, all guides, and employees. Client will reimburse Outfitter all costs or fines resulting from Client's violation of any laws or regulations. Outfitter may terminate this agreement for any violation without a refund.

I hereby acknowledge the hunting trip that I am participating in under the arrangements of *North Rim Outfitters, Inc.*, it's employees, agents, and associates, and accept that this trip involves risks and danger which are inherent to hunting and wilderness travel, including but not limited to hazards of traveling by motorized vehicle, on horseback, by airplane and by boat; hazards of carrying and being in possession of firearms and ammunition; hazards of being exposed to the elements of nature; hazards of being in areas where hunters are likely to be present; hazards of being and traveling in remote wilderness; and hazards arising from accident, acts of God, illness and forces of nature. I further accept and assume all risk of personal injury or death or loss or damage to property while participating in the said guided excursion, including negligence of *North Rim Outfitters, Inc.*, and their employees, agents, and associates.

I acknowledge that I have read the foregoing, understand that I am relinquishing any and all rights that I, my heirs, executors or administrators might otherwise have against *North Rim Outfitters, Inc.*, and their employees, agents, and associates, and that I do so voluntarily.

Dated this ____ day of _____, _____.

_____
(Signature of Witness - Required)

_____
(Witness Name - Please Print)

_____

_____
(Address)

_____
(Client's Name - Please Print)

_____
Client's Signature
* Parent or guardian must sign for minors under 19 years of age*

_____
(Outfitter signature & date received)

Form 2930-2
(January 2011)

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF LAND MANAGEMENT

SPECIAL RECREATION PERMIT

(43 U.S.C. 1201; 43 U.S.C. 1701; 16 U.S.C. 460L-6(a); and 43 CFR 2930)

Permit No.
DOI-BLM-UT-C010-2015-0038-CX

BLM Issuing Office
CCFO

Permittee North Rim Outfitters, Inc. - David Virostko

Authorized Representative Leisel Whitmore

Address 808 South Pear Tree Lane
Kanab, UT 84741

Phone Number 435-616-5051
Email Address northrimhunts@gmail.com
Web Site N/A

Permit is for *(check all that apply)*: ☑ Commercial ☐ Competitive ☐ Organized Group ☐ Vending

Date Issued 08/15/2015 Date Expires 08/15/2020 *(Terms greater than one year subject to annual authorization.)*

Seasonal or other period of use limitations limited to hunts & hunting dates that align w/ the UT DRW guidelines & procedures

Permit Fee Formula Commercial: Greater of $105/year or 3% of gross revenue

Assigned Sites *(commercial only)*: ☑ None No. of Assigned Sites subject to fees _____

Special Area Fees Apply: ☐ Yes ☑ No Special Area Fee _____

Minimum insurance coverage requirements Moderate Risk: $500,000 per occurrence, $1,000,000 annual aggregate

Permit is valid only if a current Certificate of Insurance, listing the United States as additional insured, is on file with the issuing BLM Office.

Post use report due date(s) 01/30 Bond Requirement: ☐ None Bond Amount _____

Purpose and activities authorized

To conduct guiding and outfitting operations for all huntable wildlife (primarily big game deer and elk) under the rules and regulation set forth by the UT Division of Wildlife

Approved Area of Operation

Iron and Beaver counties.

Certification of Information: I certify use of this permit will be as per the operations plan on file with BLM. I acknowledge I am required to comply with any conditions or stipulations required by the BLM including the General Terms listed on page two of this form and any additional stipulations which may be attached.

Additional Stipulations are attached: ☑ Yes ☐ No

David Virostko — 4-3-15
(Permittee Signature) (Date)

Approved and issued for the conduct of permitted activities and locations shown on this permit and in conformance with the operating plan. Permit is subject to General Terms and any additional stipulations attached.

Dan Fletcher — Dan Fletcher — 4-9-15
(BLM Authorized Officer Printed Name) (BLM Authorized Officer Signature) (Date)

(Continued on page 2)

GENERAL TERMS

a. The permittee shall comply with all Federal, State, and local laws; ordinances; regulations; orders; postings; or written requirements applicable to the area or operations covered by the Special Recreation Permit (SRP or permit). The permittee shall ensure that all persons operating under the authorization have obtained all required Federal, State, and local licenses or registrations. The permittee shall make every reasonable effort to ensure compliance with these requirements by all agents of the permittee and by all clients, customers, participants, and spectators.

b. An SRP authorizes special uses of the public lands and related waters and, should circumstances warrant, the permit may be modified by the BLM at any time, including modification of the amount of use. The authorized officer may suspend or terminate an SRP if necessary to protect public resources, health, safety, the environment, or because of non-compliance with permit stipulations. Actions by the BLM to suspend or terminate an SRP are appealable.

c. No value shall be assigned to or claimed for the permit, or for the occupancy or use of Federal lands or related waters granted thereupon. The permit privileges are not to be considered property on which the permittee shall be entitled to earn or receive any return, income, price, or compensation. The use of a permit as collateral is not recognized by the BLM.

d. Unless expressly stated, the permit does not create an exclusive right of use of an area by the permittee. The permittee shall not interfere with other valid uses of the federal land by other users. The United States reserves the right to use any part of the area for any purpose.

e. The permittee or permittee's representative may not assign, contract, or sublease any portion of the permit authorization or interest therein, directly or indirectly, voluntarily or involuntarily. However, contracting of equipment or services may be approved by the authorized officer in advance, if necessary to supplement a permittee's operations. Such contracting should not constitute more than half the required equipment or services for any one trip or activity and the permittee must retain operational control of the permitted activity. If equipment or services are contracted, the permittee shall continue to be responsible for compliance with all stipulations and conditions of the permit.

f. All advertising and representations made to the public and the authorized officer must be accurate. Although the addresses and telephone numbers of the BLM may be included in advertising materials, official agency symbols may not be used. The permittee shall not use advertising that attempts to portray or represent the activities as being conducted by the BLM. The permittee may not portray or represent the permit fee as a special federal user's tax. The permittee must furnish the authorized officer with any current brochure and price list if requested by the authorized officer.

g. The permittee assumes responsibility for inspecting the permitted area for any existing or new hazardous conditions, e.g., trail and route conditions, landslides, avalanches, rocks, changing water or weather conditions, falling limbs or trees, submerged objects, hazardous flora/fauna, abandoned mines, or other hazards that present risks for which the permittee assumes responsibility.

h. In the event of default on any mortgage or other indebtedness, such as bankruptcy, creditors shall not succeed to the operating rights or privileges of the permittee's SRP.

i. The permittee cannot, unless specifically authorized, erect, construct, or place any building, structure, or other fixture on public lands. Upon leaving, the lands must be restored as nearly as possible to pre-existing conditions.

j. The permittee must present or display a copy of the SRP to an authorized officer's representative, or law enforcement personnel upon request. If required, the permittee must display a copy of the permit or other identification tag on equipment used during the period of authorized use.

k. The authorized officer, or other duly authorized representative of the BLM, may examine any of the records or other documents related to the permit, the permittee or the permittee's operator, employee, or agent for up to three years after expiration of the permit.

l. The permittee must submit a post-use report to the authorized officer according to the due dates shown on the permit. If the post-use report is not received by the established deadline, the permit will be suspended and/or late fees assessed.

m. The permittee shall notify the authorized officer of any incident that occurs while involved in activities authorized by these permits, which result in death, personal injury requiring hospitalization or emergency evacuation, or in property damage greater than $2,500 (lesser amounts if established by State law). Reports should be submitted within 24 hours.

United States Department of the Interior
BUREAU OF LAND MANAGEMENT
Color Country District Office
176 East D.L. Sargent Drive
Cedar City, Utah 84721
(435)865-3000
http://www.blm.gov

TAKE PRIDE IN AMERICA

In Reply Refer To:
2931
UTU-38905
(UTC010)

Date: March 23, 2015

RETURN RECEIPT REQUESTED
CERTIFIED MAIL NO: 7013 3020 0001 3026 5780

DECISION
North Rim Outfitters, Inc., SRP Issued

North Rim Outfitters, Inc.
c/o David Virostko
808 South Pear Tree Lane
Kanab, UT 84741

Re: Issuance of a Special Recreation Permit for your Guiding and Outfitting Operation (UT-040-11-12)

Dear Mr. Virostko:

Enclosed is a copy Special Recreation Permit issued to North Rim Outfitters, Inc., in your care, which has been approved by the Bureau of Land Management (BLM). The initial application fee has been paid, and will be off-set against use fees for the term of the permit.

The issuance of this permit constitutes a final decision by the Bureau of Land Management in this matter.

This decision may be appealed to the Interior Board of Land Appeals, Office of the Secretary, in accordance with the regulations contained in 43 CFR, Part 4, and the enclosed Form 1842-1. If an appeal is taken, your notice of appeal must be filed in this office (at the above address) within 30 days from receipt of this decision. The appellant has the burden of showing that the decision appealed from is in error.

If you wish to file a petition pursuant to regulation 43 CFR 4.21 (58 FR 4939, January 19, 1993) or 43 CFR 2932.8 for a stay of the effectiveness of this decision during the time that your appeal is being reviewed by the Board, the petition for a stay must accompany your notice of appeal. A petition for a stay is required to show sufficient justification based on the standards listed below. Copies of the notice of appeal and petition for a stay **must** also be submitted to each party named in this decision, to the Interior Board of Land Appeals and to the appropriate Office of the Solicitor (see 43 CFR 4.413) at the same time the original documents are filed with this office. If you request a stay, you have the burden of proof to demonstrate that a stay should be granted.

Standards for Obtaining a Stay

Except as otherwise provided by law or other pertinent regulation, a petition for a stay of a decision pending appeal shall show sufficient justification based on the following standards:

(1) The relative harm to the parties if the stay is granted or denied;

(2) The likelihood of the appellant's success on the merits;

(3) The likelihood of immediate and irreparable harm if the stay is not granted; and

(4) Whether the public interest favors granting the stay.

If you have any questions, please contact Shawn Peterson, Acting Field Office Manager, Cedar City Field Office, at the above address or call (435) 865-3019.

Sincerely,

Shawn Peterson
Acting Field Office Manager

Enclosure:
1 - SRP
2 - Form 1842-1